



# GENERAL TERMS AND CONDITIONS OF THE PZU VOYAGER INSURANCE

introduced by resolution adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/297/2015 of 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

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Accident Insurance (ADD)

#### Clause No. 8

Third Party Liability (TPL) of Natural Persons in Private Life

#### Clause No. 9

Travel Luggage Insurance

#### Clause No. 10

Resident's Insurance

#### Clause No. 11

Insurance of the costs of cancelling participation or shortening participation in organized leisure

| Type of information   | Agreement template editorial unit number  |
|---|---|
| <p>Premises for payment of the indemnity and other benefits</p> | <p>GTCI – shared provisions:<br/> § 1 sec. 9, § 2, § 3, § 4, § 5 sec. 8–10, § 10, § 11, § 13, § 21, § 22, § 23 sec. 1 and 3, § 24 sec. 3</p> <p>GTCI – Insurance of treatment costs and assistance insurance<br/> Basic Package:<br/> § 25, § 26, § 27, § 28, § 29, § 31 sec. 1–5</p> <p>Attachments to GTCI:<br/> Clause No. 1 – Assistance Insurance Extended Package: § 2 and § 3<br/> Clause No. 2 – Assistance Insurance Family Package: § 2 and § 3<br/> Clause No. 4 – Assistance Insurance Business Package: § 2 and § 3</p> <p>Clause No. 4 – Assistance Insurance Business Package: § 2 and § 3<br/> Clause No. 5 – Assistance Insurance Sports Package: § 2 and § 3<br/> Clause No. 6 – Assistance Insurance Bicycle Rider Package: § 2, § 3, § 5<br/> Clause No. 7 – Accident Insurance (ADD): § 2, § 3, § 5, § 7, § 8, § 9<br/> Clause No. 8 – Third Party Liability (TPL) of Natural Persons in Private Life: § 2, § 3, § 5, § 6 sec. 1–3 and 5, § 7<br/> Clause No. 9 – Travel Luggage Insurance: § 2, § 3, § 4, § 6, § 7 sec. 1, 3–6, § 8<br/> Clause No. 10 – Resident’s Insurance: § 2, § 3, § 4, § 5<br/> Clause No. 11 – Insurance of the costs of cancelling participation or shortening participation in organized leisure: § 2, § 3, § 5, § 6 sec. 1 and 2, § 7, § 8</p> |

Limitations and exclusions of liability of the insurance company entitling it to refuse the payment of indemnity and other benefits or reduce them

GTCL – shared provisions:  
§ 1 sec. 4 and 9, § 2, § 5 sec. 11, § 10, § 11,  
§ 13 sec. 1, § 14 sec. 1, § 19 sec. 2, § 21,  
§ 22, § 23 sec. 2 and 3, § 24 sec. 4 and 5

GTCL – Insurance of treatment costs and assistance insurance  
Basic Package:

§ 25, § 26, § 27 sec. 2–6, § 28, § 29, § 30,  
§ 31 sec. 3, 4 and 6

Attachments to GTCL:

Clause No. 1 – Assistance Insurance Extended Package: § 2 and § 3

Clause No. 2 – Assistance Insurance Family Package: § 2 and § 3

Clause No. 3 – Assistance Insurance Child/Dependent Person Package: § 2 and § 3

Clause No. 4 – Assistance Insurance Business Package: § 2 and § 3

Clause No. 5 – Assistance Insurance Sports Package: § 2 and § 3

Clause No. 6 – Assistance Insurance Bicycle Rider Package: § 2, § 3, § 4

Clause No. 7 – Accident Insurance (ADD): § 2, § 3 sec. 2 and 3, § 4, § 5, § 6 sec. 2, § 8, § 9 sec. 4–6

Clause No. 8 – Third Party Liability (TPL) of Natural Persons in Private Life: § 2, § 3 sec. 2, 4 and 5, § 4, § 5 sec. 2 and 4, § 6 sec. 4 and 6

Clause No. 9 – Travel Luggage Insurance: § 2, § 3 sec. 2–4, § 4, § 5, § 6 sec. 2–4, § 7 sec. 2, § 8 sec. 2–7

Clause No. 10 – Resident's Insurance: § 2, § 4, § 5

Clause No. 11 – Insurance of the costs of cancelling participation or shortening participation in organized leisure: § 2, § 3, § 4, § 5 sec. 2 and 3, § 6 sec. 3, § 7, § 8 sec. 2–4

## **CHAPTER I GENERAL PROVISIONS**

### **§ 1**

1. The general terms and conditions of PZU Voyager insurance, hereinafter referred to as the "GTCI", shall apply to insurance agreements concluded by Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as "PZU SA", with natural persons, legal entities and organizational entities without legal personality.
2. Based on the GTCI and to the extent defined in the insurance agreement, PZU SA shall provide insurance coverage:
  - 1) within the Republic of Poland, with relation to travel within Poland:
    - a) to Polish citizens and foreigners for whom Poland is the country of permanent residence – solely during travel in order to participate in organized leisure,
    - b) to Polish citizens whose permanent residence is outside Poland and who do not have a permanent place of residence within Poland – during their travel for any purpose within Poland,

- c) to foreigners for whom Poland is not the country of permanent residence – during their travel for any purpose within Poland, subject to item 3
- or
- 2) outside Poland and within Poland with relation to travel outside Poland:
- a) to Polish citizens, with the exception of Polish citizens referred to in sub-item 1b – during their travel for any purpose outside of Poland,
- b) to foreigners for whom Poland is the country of permanent residence – during their travel for any purpose outside of Poland
- or
- 3) within Poland and within the Schengen Area – to foreigners applying for Polish visa – with relation to travel within the Schengen Area,
- in the event of occurrence of the insurable accident stipulated in the GTCI during the insured's travel and during the term of insurance.
3. The insurance agreement may not be concluded if:
- 1) the travel destination is the country of the insured's permanent residence, subject to sec. 2 item 1a;
  - 2) the travel destination is the country which is to become the insured's country of permanent residence following the completion of that travel;
  - 3) the travel destination is the country of the insured's residence, unless the insurance coverage is extended pursuant to Clause No. 10 – Resident's Insurance;
  - 4) the purpose of the insured's travel involves planned medical treatment or diagnostic tests.
4. If the insured has been recommended against travel for health reasons, the insurance agreement shall cover only the costs of medical treatment and the costs of assistance services arising out of insurable accidents not connected with such contraindications.
5. The GTCI shall apply also to insurance agreements concluded using direct means of remote communication in compliance with the regulations applicable to that effect. The language used by PZU SA in relations with the consumer shall be Polish.
6. Additional clauses or non-standard clauses different from the ones prescribed by the GTCI may be included in the insurance agreement in consultation with the policyholder.
7. If additional or non-standard clauses are included in the insurance agreement, GTCI shall be applicable to the matters not regulated by those clauses.
8. PZU SA shall be obligated to present to the policyholder the difference between the contents of the insurance agreement and the GTCI in writing before the insurance agreement is concluded. If this obligation is not satisfied then PZU SA cannot make a claim arising out of any difference, which is unfavorable for the policyholder or for the insured. This provision shall not apply to insurance agreements concluded by way of negotiation.
9. Relevant provisions of the Civil Code and other applicable provisions of Polish law shall apply to any matters not regulated in the GTCI or in the insurance agreement.
- during travel; travel luggage shall also include items purchased by the insured during travel and carried or transported during further travel or the way back home; in case of bags, suitcases, briefcases, backpacks and other similar items, travel luggage shall include such items plus their contents;
- 3) **altercation** – a physical confrontation of three or more persons physically hitting each other, where each person acts as both the assailed and the assailant;
  - 4) **PZU Emergency Center** – the emergency center working for PZU SA, providing assistance services defined in the GTCI; the emergency center operates 24 hours a day 7 days a week and it is the location where the insured or a person acting on his/her behalf is obligated to report the insurable accident to obtain the assistance specified in the insurance agreement; the phone number of the PZU Emergency Center is provided in the insurance agreement; in case of insurance agreements concluded using direct means of remote communication, the phone number of PZU Emergency Center is provided also by electronic means;
  - 5) **same-day surgery** – a surgical procedure performed by a qualified team of doctors and nurses, in a duly licensed medical facility, under same-day treatment without hospitalization of the insured;
  - 6) **chronic illness** – illness diagnosed before conclusion of the insurance agreement, with protracted course, lasting usually for months or years, from which the insured suffered on the date of the insurance agreement, regardless of whether it required medical intervention or not;
  - 7) **foreigner** – a person who does not have Polish citizenship; a foreigner who is a citizen of two or more countries shall be treated as citizen of that state whose travel document was the basis to enter the territory of Poland;
  - 8) **torrential rain** – rain with efficiency ratio of at least 4, set by Meteorology and Water Management Institute, hereinafter referred to as "IMI GW" (and outside of the RoP, by relevant institutions); if it is not possible to obtain adequate information from IMI GW then the occurrence of torrential rain shall be determined on the basis of the factual status and the extent of damage in the location where it occurred or in its immediate vicinity;
  - 9) **insurance document** – the policy, card, certificate or other document confirming the conclusion of the insurance agreement; one insurance document may confirm conclusion or more than one individual insurance agreement;
  - 10) **home** – place of permanent residence in the town/city where the natural person stays permanently, which is the center of that person's everyday life and where his/her life plans focus;
  - 11) **acts of war** – actions of armed forces aiming at destroying the enemy armed forces on land, in the air or on sea;
  - 12) **explosion** – sudden change of the state of equilibrium of a system with concurrent release of gases, dust or steam, caused by their property to expand; in respect of pressure vessels or other such containers, the condition for recognizing damage as having been caused by an explosion is for the walls of such vessels or containers to have been torn apart in such dimensions as to have caused sudden equalization of pressure as a result of the release of gases, dust, steam or liquid; damage caused as a result of an implosion, consisting in impairment of a vacuum container or apparatus by external pressure, will also be considered as having been caused by an explosion;
  - 13) **hail** – form of precipitation consisting of lumps of ice;
  - 14) **hospitalization** – insured's stay at the hospital in consequence of an insurable accident, uninterrupted and lasting for more than one day, tied to treatment of conditions which arose as a result of insurable accident and for whom outpatient treatment is not possible;
  - 15) **hurricane** – wind with speeds no lower than 17.5 m/s, as determined by IMI GW (and outside of the RoP, by relevant institutions), whose activity causes mass damage; when IMI GW's opinion cannot be obtained, the occurrence of a hurricane shall be determined on the basis of the factual status and the extent of damage in the location where it occurred or in its immediate vicinity;
  - 16) **consumer** – a natural person performing a legal activity not directly related to its business or

## DEFINITIONS

### § 2

The following terms used in the GTCI and in the Clauses included in the insurance agreement shall have the following meanings:

- 1) **acts of terrorism** – individual or group actions directed against population or property to cause chaos, intimidate the general public, disorganize public life, public transportation, service or manufacturing facilities – all in order to achieve economic, political or social aims;
- 2) **travel luggage** – items belonging to the insured or loaned by the insured from a sport organization, social organization, club or other entity (and the fact of such loaning should be documented), taken by the insured for travel from home and carried or transported by the insured



- professional activity;
- 17) **hotel costs** – costs of overnight accommodation in a hotel, hotel near the hospital, hostel, motel, private accommodation or other place of accommodation;
  - 18) **treatment costs** – costs of medical assistance provided to the insured in the scope necessary to restore his/her health condition to a state enabling return or transport home, to a medical center at the country of permanent residence, or continuation of travel;
  - 19) **treatment costs tied to aggravation or complication of a chronic illness or an illness that had been the reason for hospitalization during 12 months preceding the conclusion of insurance agreement** – the costs of emergency medical assistance provided to the insured in order to save his/her life or health, which are necessary to stabilize the insured's health condition or to restore the health condition preceding such sudden aggravation or complication of a chronic illness or an illness that had been the reason for hospitalization during 12 months preceding the conclusion of the insurance agreement; these costs shall not include the basic treatment of a chronic illness, treatment recommended post-hospitalization and costs of treatment of consequences, aggravation or complication of injuries occurring prior to conclusion of insurance agreement;
  - 20) **costs of treating complications tied to a same-day surgery performed within 30 days preceding the conclusion of insurance agreement** – the costs of emergency medical assistance provided to the insured in order to save his/her life or health, which are necessary to stabilize the health condition of the insured or to restore the health condition from before the complications of the same-day surgery procedure; these costs shall not include the basic treatment of disease which was the reason for same-day surgery procedure or the treatment recommended following that procedure;
  - 21) **theft with burglary** – taking or attempted taking of somebody else's property for the purpose of its appropriation after removal, using force or tools, of the existing safeguards or security measures, leaving tracks on such safeguards or security measures constituting the evidence for usage of force or tools, or opening of the safeguards with the key or other opening device which the perpetrator acquired through theft with burglary from another facility or as a result of robbery;
  - 22) **country of permanent residence** – country in which the person – who is a citizen of that country – has his/her place of permanent residence (home), or country in which the person – who is not a citizen of that country – resides based on residential permit or certificate of residence;
  - 23) **country of residence** – a country other than country of permanent residence where the person in question resides permanently or temporarily for a period longer than one year but not longer than five years, and this stay shall be an uninterrupted stay (i.e. no interruption shall last longer than 6 months), such place being the center of that person's professional and personal life; the country of residence shall not include a country where the person in question stays for educational purposes or has been seconded to perform work; travel to the given location for the purpose of education or work secondment should be confirmed by a relevant document (tuition fee, student ID, employer's certification of secondment);
  - 24) **avalanche** – sudden slide or fall of snow, ice, earth, mud, rocks or stones down a mountainside or hillside;
  - 25) **outpatient treatment** – treatment other than hospitalization;
  - 26) **sudden illness** – a life- or health-threatening health disorder occurring suddenly that requires medical attention;
  - 27) **accident** – a sudden event resulting from an external cause, due to which the insured, notwithstanding his/her will, suffered bodily injury, health disorder or death;
  - 28) **NBP** – National Bank of Poland;
  - 29) **fire** – operation of fire, which spreads outside of a fire-place or originates without a fire-place and propagates spontaneously;
  - 30) **term of insurance** – duration of PZU SA's liability set forth in the insurance agreement;
  - 31) **emergency or urgent surgery** – a surgical procedure performed under such circumstances that due to the type or degree of advancement of the pathology being the reason for surgical treatment the procedure needs to be performed urgently and its unjustified delay would result in a direct and foreseeable threat or serious aggravation of the health condition, or serious dismemberment or death;
  - 32) **leaving home** – if the place of the insured's permanent residence is:
    - a) single-family house – leaving the real property on which such house is located,
    - b) multi-family house – leaving that house through the entrance door to that house;
  - 33) **organizer of leisure** – a natural person conducting business activity, a legal entity or organizational entity without legal personality which provides organized leisure, especially a travel agency, a work establishment, school;
  - 34) **relative** – a spouse, partner, ascendant, descendant, brother, sister, nephew, niece, step-father, step-mother, step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, adopted child, adopted parent, person remaining in custody or accepted for rearing to a step-family as defined by the provisions of the family law;
  - 35) **man-days** – number of persons planned by the policyholder to be covered by insurance in the given term of insurance multiplied by the planned number of days of insurance coverage;
  - 36) **country located in the region of the world at risk of acts of terrorism, acts of war, martial law or state of emergency** – country which, as at the date of the insurance agreement, is entered in the list of countries to which travel is not advised due to threats of acts of terrorism, acts of war, martial law or state of emergency, published on the official website of the Ministry of Foreign Affairs of the Republic of Poland, with "Do not travel" or "Leave immediately" advisories;
  - 37) **planned treatment** – undergoing diagnostics tests, procedures, treatment or rehabilitation recommended by a doctor, regardless of whether hospitalization is required or not;
  - 38) **travel** – travel comprising the following periods, occurring in a direct sequence:
    - a) the time from ultimately leaving home, understood as leaving home in order to directly commence travel to a place of stay outside the insured's home, as defined in sub-item b) (such period shall not include any returns home after leaving home for the first time before ultimately starting the travel),
    - b) the period of stay out of home, in particular for tourism, leisure, recreation, training, scientific, professional and sports purposes,
    - c) the time of return back home, directly from the place of stay defined in sub-item b), until the moment of entering home;
  - 39) **open policy** – form of insurance agreement under which the insurance premium is calculated depending on the number of man-days declared by the policyholder, and – unless agreed otherwise – the insurance premium paid by the policyholder upon conclusion of the agreement is an advance premium;
  - 40) **return home** – if the place of the insured's permanent residence is:
    - a) single-family house – crossing the boundary of the real property on which such house is located,
    - b) multi-family house – entering that house through the entrance door to that house;
  - 41) **physical labor** – performance of the following activities by the insured during travel:
    - a) construction works, renovation and construction works, carpentry works,
    - b) work in transport sector (including the work of a driver), in mining, metallurgical industry,

- in the power sector on high voltage equipment, in the petroleum sector, in security of property, work involving explosives, work in mountain rescue services, in the agriculture sector, in the food service sector,
- b) apprenticeship in a workshop, factory, in the food service sector, at a construction site,
  - c) nursing work and work in assisted living facility
  - d) work at heights,
  - e) work with the use of hazardous tools such as: power saws, pneumatic hammers, machine saws and grinding machines, machine tools, planing machines, axes, pickaxes, chain saws, jackhammers, cranes and machinery, road construction machinery,
  - f) work involving the use of paints, varnishes, liquid fuels and solvents, technical gases and exhaust fumes, hot technical oils or technical liquids,
  - g) work on watercraft or aircraft, including during vocational training and apprenticeship,
  - h) work of a stuntman or acrobat;
- the foregoing activities, if performed by the insured on his/her own account, shall not be considered to be physical labor;
- 42) **flood** – flooding of lands after the level of lotic or lentic water raises above its banks, or inundation of the area as a result of torrential rain or flow of water down mountainsides, hillsides or scarps;
  - 43) **robbery** – appropriation of property:
    - a) using physical violence or threatening to immediately use such violence, or causing the person to become unconscious or defenseless – to overcome his/her resistance to give away the property, or
    - b) by a perpetrator who, using physical violence or threats of immediate physical violence, brought a person holding keys to the premises and forced him/her to open them, or
    - c) through appropriation or acting under false pretenses in order to deceive minors or the infirm who are elderly or not fully able-bodied;
  - 44) **Rules and regulations** – relevant rules and regulations governing electronic service provision;
  - 45) **recreational sport activity** – form of physical activity, excluding practice of extreme sports, whose purpose is leisure or restoration of psychophysical strength, practiced during time-off work or school; recreational sport activity shall also include working as a skiing instructor; recreational sport activity shall not include extreme sports unless PZU SA's liability is extended to include such activities;
  - 46) **Poland** – Republic of Poland;
  - 47) **advance premium** – insurance premium calculated on the basis of the number of man-days in the term of insurance declared by the policyholder, constituting an advance for the premium due;
  - 48) **high-risk sports** – the following sports activities which require above-average skills, courage and ability to act under high-risk conditions, often risking one's life:
    - a) motor sports, ATV riding,
    - b) water motor sports, including water skiing,
    - c) gliding, hot air ballooning, parachuting, BASE jumping, hang-glider, paragliding, motor gliding, aircraft piloting,
    - d) mountain climbing, boulder and rock climbing, spelunking using safety equipment or where use of such equipment is required,
    - e) rafting and any varieties thereof,
    - f) canyoning (travelling upstream using a variety of techniques, including rock climbing, swimming, scuba diving),
    - g) diving with use of specialist equipment (scuba diving), diving without specialist equipment (free diving), shipwreck diving and cave diving,
    - h) ocean sailing, inland sailing, ocean fishing,
    - i) surfing, windsurfing, kitesurfing, wakeboarding,
    - j) off-piste skiing or snowboarding,
  - k) extreme skiing: ski-touring, extreme downhill skiing, freestyle skiing,
  - l) snowmobile riding and riding other vehicles or devices, airboarding, snake gliss, snowtrikke,
  - m) icesurfing,
  - n) extreme snowboarding: freeride, alpine snowboarding, speed snowboarding, snowboarding jumps and aerial tricks, snowkite, snowcross, boardercross, snowscouting,
  - o) bungee jumping,
  - p) martial arts and defense sports,
  - q) horseback riding,
  - r) marathon running,
  - s) mountain biking, downhill biking (timed bicycle riding on steep natural slopes),
  - t) parkour – passing obstacles in the simplest and fastest way possible,
  - u) participation in animal hunting with the use of firearms or pneumatic weapons,
  - v) participation in survival-type expeditions or in expeditions to locations characterized by extreme climatic or natural conditions: desert, mountains higher than 2500 m above sea level (including trekking expeditions), the bush, polar and arctic regions, the jungle, glaciers or snow-covered areas, while in case of expeditions to glaciers or snow-covered areas – if such expeditions require special safety equipment;
  - 49) **hospital** – a health care establishment which provides, using a qualified team of physicians and nurses, a 24/7 care over the patients with respect to diagnostics and treatment; this term shall not include nursing homes, hospices, care and treatment facilities, addiction treatment facilities, sanatoriums, spa clinics and sanatorium hospitals;
  - 50) **policyholder** – natural person, legal entity or organizational entity without legal personality which concluded an insurance agreement with PZU SA;
  - 51) **insured** – natural person for whose benefit the insurance agreement had been concluded; under TPL insurance – the natural person whose third party liability is covered;
  - 52) **lightning strike** – atmospheric discharge impacting directly the insured object, leaving marks of such event;
  - 53) **direct agreement** – insurance agreement concluded using direct means of remote electronic communication in compliance with the regulations applicable in this respect;
  - 54) **remote agreement** – insurance agreement concluded using direct means of remote communication through PZU SA's hotline in compliance with the regulations applicable in this respect;
  - 55) **individual insurance agreement** – insurance agreement concluded for the account of a natural person named in the insurance document;
  - 56) **family insurance agreement** – insurance agreement concluded for the account of at least two persons named in the insurance document, such persons being relatives;
  - 57) **collective insurance agreement** – insurance agreement, other than family insurance agreement, covering at least five persons, or an agreement concluded in the form of an open policy;
  - 58) **fall of an aircraft** – a crash or forced landing of a motor aircraft, motorless aircraft or another flying object, as well as a fall of their parts or their cargo;
  - 59) **beneficiary** – the person named by the insured as entitled to receive the benefit due on account of the insured's death;
  - 60) **landslide** – sliding of soil down a slope or scarp not caused by human activity;
  - 61) **competitive sport activity** – practicing of sports disciplines entailing regular participation in training sessions as part of sports club, association or society, coupled with participation in sports competitions (contests, matches, tournaments or other sports events), or participation in fitness or sports training camps for the purpose of education and perfecting the given sports discipline and in order to achieve better and better sports results in such discipline; this term shall include amateur and professional sport activity;
  - 62) **release of water from water and sewage installations** – the release of water or steam from water, sewage or central heating pipes and installations, or backup of water or sewage from sewage installations;
  - 63) **insurable accident**:

- a) under treatment costs insurance – sudden illness or accident,
  - b) under assistance insurance – an event which is the basis to organize assistance services,
  - c) under accident insurance – an accident, an epileptic seizure or fainting caused by unknown reason,
  - d) under third party liability insurance of natural persons in private life – action or omission of the insured resulting in a loss,
  - e) under travel luggage insurance – loss, destruction of or damage to travel luggage,
  - f) under insurance of the costs of cancelling participation or shortening participation in organized leisure – the events covered by PZU SA which are the basis for cancelling participation or shortening participation in organized leisure;
- 64) **aggravation or complication of a chronic illness or an illness which had been the reason for hospitalization during the 12 months preceding conclusion of the insurance agreement, or for a same-day surgery procedure performed during 30 days preceding conclusion of the insurance agreement** – sudden intensification of illness symptoms from the same or other organ or system, tied directly to that illness or treatment as part of same-day surgery, with acute (turbulent) course, requiring immediate medical assistance; this shall not include aggravation or complication of injuries occurring prior to conclusion of insurance agreement;
- 65) **subsidence of land** – sinking of land caused by a collapse of underground voids;
- 66) **act of God** – the following accidental events, independent of human will, causing specific consequences: torrential rain, explosion, hail, hurricane, avalanche, fire, flood, lightning strike, fall of an aircraft, landslide, release of water from water and sewage installations, subsidence of land;
- 67) **organized leisure** – an excursion, holiday, youth camp, including language-instruction camps but excluding sports training camps, environmental education camp, other leisure events or integration events organized by a leisure organizer: stay at a pension, holiday resort, holiday apartment, private quarters, hotel SPA center, confirmed by a contract, a booking confirmation or proof of payment.
- 2) Clause No. 2 – Assistance Insurance Family Package;
  - 3) Clause No. 3 – Assistance Insurance Child/Dependent Person Package;
  - 4) Clause No. 4 – Assistance Insurance Business Package;
  - 5) Clause No. 5 – Assistance Insurance Sports Package;
  - 6) Clause No. 6 – Assistance Insurance Bicycle Rider Package;
  - 7) Clause No. 7 – Accident Insurance (ADD);
  - 8) Clause No. 8 – Third Party Liability (TPL) of Natural Persons in Private Life;
  - 9) Clause No. 9 – Travel Luggage Insurance;
  - 10) Clause No. 10 – Resident's Insurance.
3. Extension of the insurance coverage pursuant to clauses listed in sec. 2 may occur only if the agreement for basic insurance coverage is simultaneously concluded, at any moment of its term, and for the term ending at the end of the term of the insurance agreement for basic insurance coverage.
4. A separate insurance agreement shall be concluded for insurance of the costs of cancelling participation or shortening participation in organized leisure (Clause No. 11) (agreement for insurance of the costs of cancelling participation or shortening participation in organized leisure).

#### § 4

1. In exchange for payment of additional insurance premium, PZU SA's liability may be extended to include:
- 1) under the insurance of treatment costs and assistance insurance – costs of treatment tied to aggravation or complication of a chronic illness or an illness which had been the reason for hospitalization during the 12 months preceding conclusion of the insurance agreement, or for a same-day surgery procedure performed during 30 days preceding conclusion of the insurance agreement, and assistance services provided for under the given assistance package (Basic Package and Clauses 1–6) in the case of sudden aggravation or complication of the above-mentioned illnesses or procedures;
  - 2) under insurance of treatment costs, assistance insurance, ADD insurance and TPL insurance – to include risks resulting from:
    - a) recreational skiing or snowboarding on marked ski trails;
    - b) competitive sport activity,
    - c) the practice of high-risk sports;
  - 3) under insurance of treatment costs, assistance insurance and ADD insurance – to include risks resulting from performance of physical labor;
  - 4) under insurance of treatment costs, assistance insurance, ADD insurance and travel luggage insurance – to include risks resulting from acts of terrorism, acts of war, martial law or state of emergency which occur or may occur in the territory of countries located in the regions of the world at risk of such acts.
2. Extension of PZU SA's liability to include the risks mentioned in sec. 1 shall apply to all types of insurance covered under the insurance agreement at the policyholder's proposal, which pursuant to sec. 1 can be extended to include such risks.

### BASIC AND EXTENDED INSURANCE COVERAGE

#### § 3

- 1. Basic insurance coverage shall include Insurance of Treatment Costs and Assistance Insurance Basic Package specified in Chapter II.
- 2. Upon policyholder's proposal and after payment of additional insurance premium, the basic insurance coverage may be extended to include additional assistance services or additional risks, through inclusion of the following Clauses in the insurance agreement:
  - 1) Clause No. 1 – Assistance Insurance Extended Package;

### CONCLUSION OF AN INSURANCE AGREEMENT

#### § 5

- 1. Insurance agreement may be concluded if both parties to the agreement are present in person or using direct means of remote communication (direct agreement or remote agreement).
- 2. The insurance agreement shall be concluded on the basis of the policyholder's proposal containing the information necessary to carry out underwriting and determine the insurance premium due.
- 3. The conditions for concluding the direct agreement shall be as follows:
  - 1) the policyholder familiarizes itself with and accepts the Rules and Regulations and the GTCI;
  - 2) PZU SA confirms the acceptance of the policyholder's proposal;
  - 3) insurance premium is paid by the deadline set forth in the insurance agreement.



4. Direct agreement shall be concluded upon payment of insurance premium.
5. Remote agreement shall be concluded upon PZU SA's confirmation of acceptance of the policyholder's proposal and policyholder's familiarization with and acceptance of the GTCI.
6. The policyholder may conclude an insurance agreement for the benefit of another person (for the benefit of the insured). In such a case, the policyholder shall be obligated to inform the insured of the rights and duties resulting from the insurance agreement that was concluded for his/her benefit.
7. If the insurance agreement is concluded for the benefit of another person, the insured may demand information from PZU SA on the provisions of the concluded insurance agreement and the GTCI to the extent to which they apply to the insured's rights and duties.
8. The policyholder shall be obligated to inform PZU SA about all circumstances known to him/her about which PZU SA has inquired in the offer (proposal) form or in other letters before conclusion of the insurance agreement.  
If the policyholder concludes the insurance agreement through a representative then this obligation shall also bear upon the representative and shall also include the circumstances known to him/her. If PZU SA concludes the insurance agreement despite the absence of answers to some of the questions, the omitted circumstances shall be deemed to have been irrelevant.
9. During the term of the insurance agreement, the policyholder shall be obligated to report any changes in the circumstances referred to in sec. 8. The policyholder shall be obligated to notify PZU SA of such changes promptly after learning of them.
10. If the insurance agreement is concluded for the benefit of another person, the obligations specified in sec. 8 and 9 shall rest with both the policyholder and the insured unless the insured had no knowledge of the insurance agreement being concluded to his/her benefit.
11. PZU SA shall not be liable for consequences of the circumstances about which it has not been informed in breach of sec. 8-10. If sec. 8-10 are breached due to willful misconduct then in case of doubt it shall be presumed that the insurable accident envisaged in the insurance agreement and its consequences are the result of the circumstances described in the preceding sentence.

#### **§ 6**

1. PZU SA shall confirm conclusion of the insurance agreement with an insurance document.
2. If in response to the submitted offer PZU SA delivers to the policyholder an insurance document containing provisions which deviate, to the disadvantage of the policyholder or the insured, from the contents of the offer submitted by the policyholder, PZU SA shall be obligated to point out that fact to the policyholder in writing at the time of delivering the said document, and give the policyholder at least a 7-day period to lodge an objection.  
If such obligation is not complied with, the changes introduced to the disadvantage of the policyholder or the insured shall be ineffective, and the insurance agreement shall be concluded according to terms of the offer.
3. If there are no objections, the insurance agreement shall go into effect in accordance with the wording of the insurance document on the day following the expiration of the deadline for lodging an objection.

#### **§ 7**

1. Subject to sec. 2, the insurance agreement shall be concluded for a definite term from 1 day to 1 year.
2. In case of policyholders with permanent place of residence or registered office in a European Union member state other than Poland, the insurance agreement may be concluded for a term not exceeding 4 months, unless PZU SA conducts insurance activity in that member state.  
European Union member states shall be also presumed to include the member states of the European Free Trade Agreement (EFTA) – signatories of the agreement on the European Economic Area.

#### **§ 8**

1. An insurance agreement may be concluded as an individual insurance agreement, family insurance agreement or collective insurance agreement.

2. A collective insurance agreement may either name the insureds, or it may be concluded without naming them.
3. When concluding an insurance agreement naming the insureds, the policyholder shall be obligated to deliver the list of insureds' names to PZU SA. In such a case, the insurance shall only cover the persons named on that list.  
If an insurance agreement is concluded using direct means of remote communication, the policyholder shall be obligated to deliver to PZU SA the list referred to above in the manner agreed upon by the parties.
4. The collective insurance agreement may be concluded on exceptional basis without naming the insureds only if it is not possible to identify the insureds by names at the time of concluding the insurance agreement and cover all the persons belonging to a group defined in the insurance agreement.
5. In the collective insurance agreement referred to in sec. 4, the policyholder shall be obligated to state the number of insureds or, in case of open policy, the number of insureds and the number of man-days to be used during the term of insurance. It shall also be obligated to maintain records of the insureds' names and provide it to PZU SA for examination upon each demand of PZU SA. Such records should contain first name, last name, PESEL number or date of birth and travel dates. If collective insurance agreement is concluded, the policyholder shall be obligated to provide to PZU SA the first name, last name and phone number of the person keeping the records referred to in sec. 3.

#### **§ 9**

The agreement for insurance of the costs of cancelling participation or shortening participation in organized leisure (Clause No. 11) may be concluded no later than within 3 business days from:

- 1) the date of concluding the agreement for participation in organized leisure, or
  - 2) the date of paying the costs or making an advance payment on that account,
- whichever of those dates occurs earlier.

#### **BEGINNING AND END DATE OF PZU SA'S LIABILITY**

##### **§ 10**

1. Subject to sec. 2 and 3, PZU SA's liability shall begin on the day following the date of the insurance agreement, but no earlier than on the day following the payment of the insurance premium or its first installment, unless agreed otherwise, and no earlier than:
  - 1) in case of the insureds who begin travel in Poland, at the time the insured begins travel in Poland (ultimately leaves home located in Poland for the purpose of directly commencing the travel), or
  - 2) in case of the insureds entering Poland, at the time of crossing the Polish border upon entry.
2. If the insurance agreement stipulates the beginning date of the insurance term as falling before the payment deadline of the insurance premium or its first installment then PZU SA's liability shall begin on the date specified in the insurance agreement as the beginning date of the insurance term.
3. If the insurance agreement stipulates the beginning date of the insurance term as falling after the payment deadline of the insurance premium or its first installment and the insurance premium or its first installment is not paid by the date preceding the first day of the term of insurance then the insurance agreement shall be terminated as of that date.
4. In the agreement for insurance of the costs of cancelling participation or shortening participation in organized leisure (Clause No. 11), PZU SA's liability shall begin on the date following the date of the insurance agreement.

##### **§ 11**

1. The insurance coverage shall expire:
  - 1) upon elapse of the term of insurance specified in the insurance document, but no later than:
    - a) in the case of insureds commencing their travel from home located in Poland – at the time of returning from travel to their home or to a medical center located in Poland, subject to § 26 item 4–7,
    - b) in the case of foreigners or Polish citizens residing

permanently outside of Poland and travelling within Poland – at the time of crossing the border when leaving Poland,

- c) in the case of foreigners travelling on the basis of the Polish Schengen visa – at the time of crossing the border of the Schengen Area when returning home;
  - 2) as of the date of delivery of the statement on termination of the insurance agreement in the case referred to in § 18;
  - 3) as of the date of delivery to the policyholder of PZU SA's statement of termination of the insurance agreement with immediate effect in case where PZU SA is liable before payment of insurance premium or its first installment and the insurance premium or its first installment was not paid on time;
  - 4) upon elapse of 7 days after the policyholder is served with a demand for payment of the next insurance premium installment, sent after expiration of its payment deadline with a warning that a failure to make the payment within 7 days of its service shall result in expiration of liability;
  - 5) as of the date of delivery to PZU SA of the policyholder's statement on termination of the insurance agreement with immediate effect in the case referred to in sec. 3;
  - 6) as of the date of termination of the insurance agreement by mutual consent of the parties;
  - 7) with respect to the given insured:
    - a) as of the date the insured loses its status of the member of the group indicated in the collective insurance agreement,
    - b) at the time of his/her death.
2. The insurance agreement may be terminated at any time by mutual consent of the parties.
  3. The policyholder may terminate the insurance agreement at any time with immediate effect by submitting a statement to that effect.

### § 12

1. If the insurance agreement is concluded for a term longer than 6 months, the policyholder shall have the right to withdraw from the insurance agreement within 30 days, and if the policyholder is an entrepreneur – within 7 days of the date of conclusion of the insurance agreement, by giving notice to this effect, subject to sec. 2.  
If upon concluding the agreement at the latest PZU SA did not inform the policyholder who is a consumer about the right to withdraw from the insurance agreement, the term of 30 days shall run from the date on which the policyholder who is a consumer found out about this right.  
A withdrawal from the insurance agreement shall not release the policyholder from the duty to pay the insurance premium for the period during which PZU SA provided insurance coverage.
2. If the insurance agreement is concluded through direct means of remote communication where the policyholder is a consumer, the deadline by which he/she may withdraw from the insurance agreement by giving a written statement to that effect shall be 30 days from the date of notifying him/her about conclusion of the insurance agreement or the date of being served with a notice which should be sent to the consumer under the regulations applicable to agreements concluded remotely – if it falls on a later date.  
The deadline shall be deemed kept if the statement is mailed before its elapse.  
The policyholder who is a consumer shall not have the right to withdraw from the insurance agreement if the insurance agreement was concluded for a period shorter than 30 days.

## GEOGRAPHIC COVERAGE OF INSURANCE

### § 13

1. Based on the GTCI and to the extent defined in the insurance agreement, PZU SA shall provide insurance coverage:
  - 1) solely within Poland, hereinafter referred to as "Voyager Poland" zone, in relation to travel referred to in § 1 sec. 2 item 1, subject to sec. 2 and 3;
  - 2) within the territory, which includes:
    - a) all European countries, including Poland,

- b) the European part of Russia,
  - c) Canary Islands,
  - d) non-European countries of the Mediterranean region: Algeria, Morocco, Egypt, Syria, Lebanon, Israel, Gaza Strip, Libya, Tunisia and Turkey, hereinafter referred to as "Voyager Europe" zone, in relation to travel referred to in § 1 sec. 2 item 2 or 3;
- 3) all over the world, including Poland, hereinafter referred to as "Voyager World" zone, in relation to travel referred to in § 1 sec. 2 item 2, subject to sec. 4.
2. In the case of organized leisure travel to the Polish border zone, with the intention of mixed stay – both in Poland and outside of Poland, where the policyholder requests insurance coverage both in Poland and outside of Poland, the insurance agreement shall be concluded with the geographic coverage of the "Voyager Europe" zone.
  3. In the case of foreigners who, upon entering Poland, are obligated to hold insurance with the geographic coverage for the Schengen states, the insurance agreement shall be concluded with the geographic coverage of the "Voyager Europe" zone.

4. In the case of an insurance agreement concluded with the geographic coverage of the "Voyager World" zone, the basic insurance coverage may not be extended to include additional assistance service Bicycle Rider Package (Clause No. 6).
5. The geographic coverage of insurance is defined by the policyholder in the insurance agreement.

## SUM INSURED AND GUARANTEED AMOUNT

### § 14

1. The sums insured and guaranteed amounts constitute the upper limit of PZU SA's liability. The sum insured or guaranteed amount defined in the insurance agreement shall be set separately for every insured.
2. Sums insured and guaranteed amounts shall be set in consultation with the policyholder.

## INSURANCE PREMIUM

### § 15

1. The insurance premium shall be calculated for the duration of PZU SA's liability based on the premium tariff in effect on the date of the insurance agreement.
2. The insurance premium for the selected insurance coverage shall be the sum of premiums for basic insurance, insurance extended through inclusion of selected Clauses referred to in § 3 sec. 2, and premium increases for additional risks referred to in § 4 sec. 1. In the case of simultaneous coverage for additional risks listed in § 4 sec. 1 item 2a–c, only the largest increase shall be used to calculate premium for all of such risks.
3. The insurance premium amount shall be set depending on:
  - 1) sum insured or guaranteed amount;
  - 2) term of insurance;
  - 3) insurance coverage;
  - 4) geographic insurance coverage;
  - 5) type of insurance agreement;
  - 6) premium decreases and increases, referred to in sec. 4;
  - 7) the number of insureds or the number of man-days.
4. The following insurance premium decreases and increases shall apply to insurance agreements:
  - 1) premium decreases due to:
    - a) conclusion of the insurance agreement in the form of family insurance or collective insurance agreement,
    - b) covering under the individual insurance agreement a child who has turned 6 on the first day of the insurance term, or a student who on the first day of the insurance term has not yet turned 26,
    - c) length of insurance term;
  - 2) premium increases due to:
    - a) inclusion in the insurance agreement of the Clauses referred to in § 3 sec. 2 and 4,
    - b) inclusion of additional risks, referred to in § 4 sec. 1, while with regard to the risk referred to in § 4 sec. 1 item 2b, the following two risk class are set up for sports

disciplines:

class 1 – sports bridge, checkers, angling, chess, model making, participation in amateur sports competitions and tournaments of children, school youths and students up to 26 years of age,

class 2 – other sports disciplines practiced on a competitive basis, not listed in class 1, the increase shall not apply in the case of inclusion of risk tied to competitive practice of sports listed in class 1.

If the insured practices several sports disciplines included in different risk classes, the premium shall be calculated on the basis of that risk class which is tied to a bigger premium increase.

## § 16

1. Subject to sec. 2, unless agreed otherwise, the policyholder shall be obligated to pay the insurance premium upon conclusion of the insurance agreement. PZU SA shall confirm conclusion of the insurance agreement with issuance of an insurance document.
2. In case of a direct agreement, the deadline for payment of insurance premium shall be set at the latest on the day before the beginning date of the insurance term specified in that agreement.
3. In the case of insurance agreements concluded for a term of one year, at the proposal of the policyholder, the insurance premium may be paid in installments, subject to sec. 4. The deadlines for payment of individual premium installments shall be determined starting from the date of the insurance agreement.
4. In case of insurance agreements concluded using direct means of remote communication, the insurance premium may only be paid in a single installment.
5. Insurance premium shall be paid in cash or – in consultation with PZU SA – in a cashless form.
6. If the insurance premium or insurance premium installment is paid in a cashless form, the date on which PZU SA's bank account is credited with full amount of the insurance premium or premium installment shall be deemed to be date of payment.
7. The premium shall not be subject to indexation.

## § 17

1. In the case of insurance agreements concluded in the form of an open policy where insurance premium is calculated depending on the number of man-days, the policyholder shall pay an advance premium upon conclusion of the insurance agreement.
2. The minimum advance premium referred to in sec. 1 shall be equal to the premium for 150 man-days. The final settlement of the advance premium shall occur after the elapse of the insurance term, subject to sec. 3.
3. Upon policyholder's proposal, the insurance premium may be settled gradually during the term of the insurance agreement concluded in the form of open policy. The insurance premium shall be settled based on the number of man-days actually used during the term of insurance.
4. If the number of used man-days is higher than the number of declared man-days and the advance premium paid, PZU SA shall ask the policyholder to pay additional insurance premium by a set deadline.
5. If the number of used man-days is smaller than declared, PZU SA shall refund the overpaid advance premium.

## § 18

Upon discovery of a fact entailing a significant change in the probability of an insurable accident, each party may demand an appropriate change in the insurance premium amount from the moment the fact occurred but not before the beginning of the current term of insurance.

If such demand is made, the other party may terminate the insurance agreement within 14 days with immediate effect, by giving notice to this effect.

## § 19

1. If insurance coverage expires before the end of the term for which the insurance agreement was concluded, the policyholder shall be entitled to a refund of insurance premium for the unused insurance coverage period.
2. In case of foreigners or Polish citizens residing permanently outside of Poland, insurance premium for the unused insurance coverage period shall be refunded after conversion into a given foreign currency, according to the average NBP rate for that currency prevailing on the date of determining the amount to be refunded.

## GENERAL PRINCIPLES OF CALCULATION AND PAYOUT OF BENEFITS

### § 20

1. PZU SA shall be obligated to pay the benefit within 30 days of the date of receipt of notification of the insurable accident.
2. If the circumstances needed to establish liability of PZU SA or the benefit amount cannot be clarified within the period defined in sec. 1 then the benefit shall be paid within 14 days of the date when clarification of such circumstances was possible had the standards of due care been applied. However, PZU SA should pay out the indisputable part of the benefit by the deadline set forth in sec. 1.
3. PZU SA shall be obligated:
  - 1) after receiving a notification of occurrence of an insurable accident, within 7 days of the notification receipt date - to notify the policyholder or the insured about that fact, provided they are not the persons giving such a notice, and launch proceedings to determine the factual circumstances of the insurable accident, whether the claims submitted are justified and the amount of benefit, and also to inform the person submitting the claim, in writing or by other means to which such person has agreed, of the documents required to establish PZU SA's liability or the amount of benefit, if necessary for continuation of the proceedings; in the event of an insurance agreement concluded for the benefit of another person, the notice of occurrence of the insurable accident may be also given by the insured or his/her heirs; in such a case, the heir shall be treated as a person entitled under the insurance agreement;
  - 2) if it fails to pay out the benefit within the time limits specified in sec. 1 and 2, to notify, in writing:
    - a) the person filing the claim, and
    - b) the insured in the case of an insurance agreement concluded for the benefit of another person, if he/she is not the person filing the claim – about why their claims cannot be satisfied, fully or partially, and pay out the indisputable part of the benefit;
  - 3) if the benefit is not due or is due in an amount different from the one specified in the notified claim - to inform the following persons in writing about this fact:
    - a) the person filing the claim, and
    - b) the insured in the case of an insurance agreement concluded for the benefit of another person, if he/she is not the person filing the claim – citing the circumstances and the legal basis justifying the full or partial refusal to pay the benefit and to instruct that person on the possibility of pursuing the claims in court;
  - 4) to make available to the policyholder, the insured, the person filing the claim or the person entitled under the insurance agreement, information and documents collected to establish PZU SA's liability or the benefit amount; these persons may demand a written confirmation of the information provided by PZU SA, and they may want to make photocopies of the documents at their own expense and have PZU SA certify them as true copies of the original documents;
  - 5) to make available to the persons specified in item 4 the information and documents mentioned in item 4, upon their request, in an electronic form;
  - 6) upon demand of the insured or the person entitled under the insurance agreement - to make available any information it holds relating to the insurable accident, forming the basis for establishing PZU SA's liability and for determining the circumstances of the insurable accident and the amount of benefit;

part.

7) at the request of the policyholder or the insured - to provide information on the statements made by them for underwriting purposes at the stage of concluding the insurance agreement, or copies of the documents prepared at that stage.

#### § 21

1. Subject to sec. 2 and 3, the payment of the due benefits or indemnities shall be made in Poland and in Polish zloty, with the exception of costs refunded directly to foreign entities which issued bills.
2. Subject to sec. 3, the refund of costs incurred outside Poland shall be made in Poland and in Polish zloty after conversion according to the average exchange rate of the NBP as at the date of determining the amount of costs to be refunded.
3. In case of foreigners or Polish citizens residing permanently outside of Poland, the benefit or indemnity shall be paid out in a manner agreed upon with such persons.

If the benefit or indemnity is paid in a currency other than the Polish zloty, the conversion shall be made according to the average exchange rate of the NBP for that currency as at the date of determining the amount of benefit or indemnity.

#### § 22

PZU SA shall be obligated to redress the damage resulting from failure to perform or improper performance of the insurance agreement, unless the failure to perform or improper performance is the consequence of circumstances for which PZU SA is not liable.

### OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED IN THE EVENT OF OCCURRENCE OF INSURABLE ACCIDENT

#### § 23

1. In the event of occurrence of an accident, the policyholder or the insured shall be obligated to:
  - 1) use all available means to rescue the insured object and prevent or reduce loss;
  - 2) secure the capacity to pursue indemnity claims against the persons responsible for the loss.
2. If the policyholder or the insured fails to implement the means specified in sec. 1 item 1 due to willful misconduct or gross negligence then PZU SA shall be released from its liability for the resulting losses.
3. PZU SA shall reimburse, within, respectively, the sum insured or guaranteed amount, the costs related to the implementation of the means specified in sec. 1 item 1, if such means were justified, even if they turned out to be ineffective.

### TRANSFER OF CLAIMS TO PZU SA

#### § 24

1. On the date PZU SA pays out the indemnity, the insured's claims against the third party responsible for the loss shall be transferred by virtue of law to PZU SA up to the amount of indemnity paid out, subject to sec. 2.

If PZU SA covered part of the loss only then with respect to the remaining part, the insured shall have a priority to pursue his/her claims before PZU SA's claims.
2. The insured's claims against the persons with whom the insured remains in the same household shall not be transferred to PZU SA.
3. Upon PZU SA's request, the insured shall be obligated to provide the assistance necessary to pursue claims against third parties by providing information and documents necessary to pursue the claim.
4. If the insured has abandoned a claim against the third party responsible for the loss or reduced it without PZU SA's consent then PZU SA may refuse to pay out the indemnity or reduce its amount accordingly.
5. If the fact of abandoning or reducing a claim is disclosed after the indemnity is paid out, PZU SA may demand that the insured returns the disbursed indemnity in full or in

### CHAPTER II INSURANCE OF TREATMENT COSTS AND ASSISTANCE INSURANCE BASIC PACKAGE

#### SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE

#### § 25

1. The treatment costs insurance shall cover the risk of sudden illness or accident occurring during the term of insurance and during the insured's travel.

The treatment costs insurance shall cover the organization – during travel – of medical assistance necessitated by the insured's health condition until the day when the insured's health condition allows for his/her return home or transport home or to a medical center at the place of residence, or for the continuation of travel, plus the coverage of costs of such assistance which include:

- 1) hospitalization and outpatient treatment:
  - a) hospitalization and hospital treatment, including emergency or urgent procedures and surgeries,
  - b) doctor's visits,
  - c) auxiliary tests ordered by the doctor (X-Ray, ECG, ultrasound, magnetic resonance, computer tomography, basic laboratory tests) necessary to diagnose or treat the disease,
  - d) outpatient procedures;
- 2) transport:
  - a) medical transport to an appropriate medical center from the location of the insured's stay or the accident location,
  - b) between medical centers where subsequent phases of medical assistance were provided,
  - c) to another hospital, if the medical center where the insured is being hospitalized does not guarantee appropriate care for the insured's condition,
  - d) to the insured's place of stay after providing medical assistance, if according to the instructions of the attending physician the insured should not use own transport means or local public transportation;
- 3) the use of hyperbaric chamber in medically justified cases, provided that the scope of cover was extended to include additional risks referred to in § 4 sec. 1 item 2b–c;
- 4) dental treatment in the case of sudden illness, in the form of acute inflammation or pain and if the need to provide such treatment results from an accident covered by PZU SA's liability;
- 5) treatment tied to pregnancy and childbirth (including costs of transport to medical center), but not later than until the end of the 32nd week of gestation.

2. The treatment costs insurance shall also cover:
  - 1) the costs of purchase of medications and dressings prescribed by a doctor with relation to treatment referred to in sec. 1 item 1;
  - 2) the costs of repair or purchase of prostheses (including dentures), corrective glasses and auxiliary materials, whose destruction or the need for use by the insured results from the accident or sudden illness covered by PZU SA, provided that the need to purchase or repair such prostheses and auxiliary materials occurred not later than within 1 year from the date of the insurable accident.
3. Organization of medical assistance referred to in sec. 1 shall involve the organization – during travel – of doctor's visit or the insured's admission to an adequate medical center nearest his/her place of stay and appropriate for the type of his/her illness or injury, and the manner of hospital admission and the treatment shall be decided by the physician working at the facility providing medical assistance. PZU SA shall cover the costs of medical assistance provided directly in the medical center or it shall refund to the insured, according to the rules prescribed in § 31 sec. 3–5, the costs of medical assistance incurred by the insured, depending on the settlement method adopted by the given medical facility.

#### § 26

The Basic Package of the Assistance Insurance shall cover the organization – during travel – of assistance services tied to insurable accidents which occurred within the term of insurance and during the

insured's travel, and their costs.

The Basic Package of the Assistance Insurance shall cover the following assistance services:

1) **Transport of the insured to the country of permanent residence**

If the insured's health condition after an accident or sudden illness covered by PZU SA's liability does not allow the insured to use the previously planned means of transport, PZU SA shall organize and cover the costs of transporting the insured to his/her home or to a medical center in the country of permanent residence.

Transport shall be provided after the insured receives medical assistance, and it shall be performed using means of transport adequate to his/her health condition.

The justification for, the date and manner of the insured's transport shall be agreed by the doctor of the PZU Emergency Center with the insured's attending physician. If the insured does not agree to return to his/her country of permanent residence, then as of the moment of such refusal the insured shall be no longer covered for costs of treatment and assistance services tied to that insurable accident.

If the person to be transported is a child or a dependent person then PZU SA shall additionally cover – after the doctor of the PZU Emergency Center and the insured's attending physician agree that such person needs to be provided with the care of parent or legal guardian during transport – the costs of transport for that parent or legal guardian from the country of his/her permanent residence to the place where the child is staying. Such costs shall include the costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket. Return transport to the country of permanent residence shall take place in the means of transport in which the child or dependent person is transported;

2) **Transport of the insured's remains to the burial location**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured dies during travel during the term of insurance, PZU SA shall organize and cover the costs of transporting the insured's remains to the burial location in the country of permanent residence. PZU SA shall also cover the costs of coffin purchase up to PLN 5,000.

If the remains are cremated in the country where the insurable accident occurred, PZU SA shall cover the costs of cremation and transport of the cremains to the burial location up to the same amount as would be covered by PZU SA in the case of transport of the remains;

3) **Coverage of search and rescue costs**

PZU SA shall cover the costs of search for the insured in the mountains, on land and on water, conducted by specialized units (search costs), as well as the costs of providing emergency medical assistance (rescue costs), provided that the insured goes missing during travel during the term of insurance.

The period of search for the insured shall be defined as the period from the time the insured is reported as missing to a specialized search unit by his/her relatives or by third parties, until the time of finding the insured or discontinuing the search operation. Rescue shall be defined as the provision of emergency medical assistance from the time of finding the insured until transporting him/her to the nearest hospital or other medical center.

PZU SA shall cover the costs of search and rescue up to the total amount of PLN 50,000;

4) **Organization of continued treatment after the insured returns to his/her home located in Poland, provided that the need to use such service is reported to the PZU Emergency Center within 14 days of the date of returning home**

If as a result of an accident or sudden illness covered by PZU SA's liability PZU SA organized medical assistance during travel, PZU SA shall organize and cover the costs of the following assistance services tied to the aforementioned insurable accident:

a) **doctor's visit at the insured's home** – organizing one

doctor's visit at the insured's home and covering the doctor's fee and commute costs up to the total amount of PLN 500. This limit shall not include the costs of additional diagnostic tests ordered during such visit; or

b) **medical consultations of the insured at a medical center**

– organizing a single doctor's visit for the insured at a medical facility designated by the PZU Emergency Center and covering the doctor's fee. At the insured's proposal, PZU SA shall organize his/her transport to the medical facility and cover its costs. PZU SA shall cover the costs of doctor's fee and transportation of the insured up to the total amount of PLN 500. This limit shall not include the costs of additional diagnostic tests ordered during such visit;

c) **nurse's home care** – if the insured's health condition requires a nurse's visit at the insured's home, PZU SA shall organize and cover the costs of the nurse's commute to the insured's home and her fees up to the total amount of PLN 500; this service shall include the performance of medical procedures ordered by the insured's attending physician;

5) **Organization and coverage of costs of rehabilitation assistance in Poland after the insured returns to his/her home, provided that the need to use such service is reported to the PZU Emergency Center within 14 days of the date of returning home**

If as a result of an accident or sudden illness covered by PZU SA's liability PZU SA organized the medical transport for the insured to the insured's home in Poland, in relation to the aforementioned insurable accident, PZU SA shall provide:

a) **organization of the rehabilitation process** – if the insured's attending physician has ordered rehabilitation procedures, PZU SA shall organize and cover the cost of a physical therapist's visits (therapist's fee and costs of commute) at the insured's home, or it shall organize and cover the costs of transporting the insured to a rehabilitation outpatient clinic and the costs of rehabilitation procedures performed at that outpatient clinic; this benefit shall be provided up to the total amount of PLN 500, and the location where the procedures are performed shall be determined by the insured's attending physician,

b) **delivery of small rehabilitation or medical equipment** – if the insured, according to recommendations of the insured's attending physician, should use certain rehabilitation or medical equipment at home, PZU SA shall organize and cover the costs of an information service regarding the stores or rental outlets offering rehabilitation equipment. PZU SA shall also organize and cover the cost of transporting small rehabilitation equipment to the insured's home; this benefit shall be provided up to the total amount of PLN 300, and the costs of renting or purchasing the equipment shall be covered by the insured,

c) **delivery of medications** – if the insured, according to recommendations of the insured's attending physician, has to stay home, PZU SA shall organize and cover the costs of one-time delivery of the necessary medications prescribed by the doctor to the insured's home if they are available in Poland; if the insured also needs OTC medications which are available at the same location as the prescription drugs, PZU SA shall organize and cover the costs of delivery of OTC medications indicated by the insured; this service shall be provided up to the total amount of PLN 300, and the costs of the drugs shall be covered by the insured;

6) **Post-trauma psychological counseling in Poland after the insured returns to his/her home, provided that the need to use such service is reported to the PZU Emergency Center within 30 days of the date of returning home**

If as a result of the accident covered by PZU SA's liability the insured suffers severe bodily injuries, or as a result of the accident in which the insured participated the following occurs:

a) death of the insured's spouse, or

b) death of the insured's child, or

c) death of the insured's parents or parents-in-law, and the insured reports the need to use psychological

counseling services, PZU SA shall organize and cover the costs of the insured's psychological counseling visits in the quantity recommended by a psychologist during the first such visit, up to the total amount of PLN 2,000. If as a result of the insurable accident covered by PZU SA's liability the insured dies, the insured's spouse, children and parents shall be entitled to receive the psychological counseling services described above. PZU SA shall organize and cover the costs of such psychological counseling visits in the quantity recommended by a psychologist during the first such visit, up to the total amount of PLN 2,000 per each person;

**7) Housekeeping assistance at the insured's home in Poland after the insured returns from travel – provided that the need to use such service is reported to the PZU Emergency Center within 30 days of the date of returning home**

If as a result of an accident or sudden illness covered by PZU SA's liability PZU SA organized the medical transport for the insured to the insured's home in Poland, and at the same time due to his/her health condition caused by the said insurable accident the insured requires housekeeping assistance, PZU SA shall organize and cover the costs of persons providing housekeeping assistance (costs of commute and fees), up to the total amount of PLN 500.

Such service shall include assistance in preparing meals, small grocery shopping and keeping the house clean i.e. dry and wet cleaning of the floors, dusting the furniture and sills, dusting the carpets or fitted carpets, cleaning the bathroomware, washing the dishes, cleaning the sink, cleaning the hot plate, trash removal, watering plants using the products and equipment provided by the insured.

The costs of shopping made at the insured's request shall be covered by the insured. The assistance shall be provided during 30 days since its commencement;

**8) Care for dogs and cats in Poland**

If as a result of an accident or sudden illness covered by PZU SA's liability PZU SA organized the medical transport for the insured to the hospital in Poland and the insured's hospitalization lasts 2 days or more, PZU SA shall organize the transport of the insured's dogs or cats to a person designated by him/her to care for the pets, or to an appropriate institution providing round-the-clock care for animals, and it shall cover the costs of such transport.

This service shall be provided up to the amount of PLN 300;

**9) Information services provided in Poland:**

**a) Medical hotline and telephone consultations with the physician of the PZU Emergency Center**

PZU SA shall provide access to the medical hotline consisting of a phone conversation with a physician of the PZU Emergency Center who shall provide the insured, as much as it shall be possible, with spoken information about the healthcare procedures.

Such information shall not cover the issues related to diagnosis and treatment.

**b) Providing information before and during the travel**

The PZU Emergency Center shall provide telephone information for the insured, regarding:

- documents required for the entry and stay in a given country,
- characteristic features of the country to which the insured travels,
- scope of medical assistance provided under the public healthcare system in the given European Union member state to which a person covered by medical insurance is entitled.

**c) Transfer of messages**

If an unforeseeable event, including an accident, illness, strike or delay of an airplane cause a delay or changes the course of the insured's travel, PZU Emergency Center shall, at the insured's request, transfer the necessary messages to persons indicated by the insured, and it shall provide assistance with changing hotel booking, airline ticket booking or rental car reservation.

## SUM INSURED AND LIMITS OF LIABILITY STATED AS AMOUNTS

### § 27

1. Under the treatment costs insurance, the sum insured shall be set in consultation with the policyholder.
2. Costs of treatment shall be covered up to the set sum insured, subject to limits referred to in sec. 4–6. Limits of liability referred to in sec. 4–6 shall be set within the sum insured.
3. Subject to sec. 4–6, the sum insured shall be set per each insurable accident occurring during the term of insurance.
4. The limit of liability for costs of dental treatment, referred to in § 25 sec. 1 item 4 in the case of sudden illness in the form of acute inflammation or pain, shall amount to 10% of the sum insured but no more than PLN 1,000 for all insurable accidents occurring during the term of insurance.
5. The limit of liability for costs of medical assistance provided with relation to pregnancy and childbirth, referred to in § 25 sec. 1 item 5, shall amount to 10% of the sum insured but no more than PLN 6,000 in total for all insurable accidents occurring during the term of insurance. In the case of childbirth, under the above-specified limit, medical assistance shall be provided to mother and child.
6. The limit of liability for costs of repair or purchase of prostheses, corrective glasses and auxiliary means, referred to in § 25 sec. 2 item 2, shall amount to 10% of the sum insured but no more than PLN 2,000 in total for all insurable accidents occurring during the term of insurance.

### § 28

1. Under assistance insurance, the liability limits, stated as amounts, for individual assistance services shall be set per one insurable accident, understood as an event occurring during the insurance term and serving as the basis for providing the given assistance service.
2. Liability limits, stated as amounts, for the individual assistance services shall be determined separately from the sum insured set for the treatment costs insurance.

## EXCLUSIONS OF PZU SA'S LIABILITY

### § 29

1. Subject to sec. 2, PZU SA shall not be liable for costs incurred by the insured without the PZU Emergency Center's approval, unless contacting the PZU Emergency Center in the manner described in § 31 sec. 1 item 1 and sec. 2 was not possible for reasons independent of the insured, in particular due to an act of God or force majeure.
2. The insured shall not be required to contact the PZU Emergency Center if, during travel, the insured chooses a physician and covers the costs of a visit in the case of:
  - 1) a single visit to a dentist, for the purpose of treatment of an acute inflammation or pain limited to 1 tooth;
  - 2) a single doctor's visit.In the cases referred to in item 1 and 2, PZU SA shall refund the treatment costs on the basis of bills with a stated name and proofs of their payment, and on the basis of medical documentation confirming the occurrence of insurable accident covered by PZU SA's liability.
3. If the insured, due to the inability to contact the PZU Emergency Center referred to in sec. 1, organized and paid for the treatment and assistance services referred to in § 25 and 26, PZU SA shall refund the costs referred to above on the basis of submitted medical documentation confirming the occurrence of insurable accident covered by PZU SA's liability and on the basis of bills with a stated name and proofs of their payment.

If the aforementioned costs have not been covered by the insured, the insured shall be obligated to notify PZU SA within the deadline referred to in § 31 sec. 2, of the need to cover such costs and to submit medical documentation confirming the occurrence of the insurable accident covered by PZU SA's liability and bills with a stated name which shall serve as the basis for PZU SA to make payments to issuers of such bills.



1. PZU SA's liability shall not include costs of treatment, which arose due to, or in consequence of:

- 1) treatment exceeding the scope necessary to restore the insured's health condition to a state enabling his/her return or transport home or to a medical center in the country of permanent residence or continuation of travel;
- 2) the insured driving a motor vehicle:
  - a) if the insured did not have the license to drive the given vehicle,
  - b) in a state of inebriation or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of the insurable accident;
- 3) in a state of inebriation or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of the insurable accident;
- 4) treatment not associated with a sudden illness or accident;
- 5) treatment associated with a sudden illness or accident, which occurred during break between the insured's travels or during the insured's previous travels;
- 6) treatment of chronic illnesses;
- 7) treatment of illnesses, which were the reason for hospitalization during 12 months before concluding the insurance agreement;
- 8) treatment of aggravation or complication of:
  - a) chronic illnesses,
  - b) illnesses, which were the reason for hospitalization during 12 months before concluding the insurance agreement,
  - c) same-day surgery procedure performed during 30 days preceding the conclusion of the insurance agreement,

unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;

- 9) mental and behavioral disorders, including neuroses;
- 10) treatment of sexually transmitted diseases, AIDS, treatment of conditions tied to HIV carrier state;
- 11) diseases resulting from alcoholism;
- 12) sanatorium treatment, preventive treatment, heliotherapy, unconventional medicine and procedures performed for aesthetic reasons;
- 13) physical therapy and rehabilitation, subject to § 26 item 5a;
- 14) self-treatment or treatment by a doctor who is a member of the insured's immediate family, tests and medical services that are not performed by the hospital, a doctor or a nurse;
- 15) tests that are not necessary to diagnose or treat the disease, preventive tests and vaccinations;
- 16) termination of pregnancy, artificial insemination or any other treatment of infertility or reduced fertility, including costs of contraceptives and pregnancy tests;
- 17) accidents or disturbances of health caused intentionally by the insured, including consequences of the insured's suicide or attempted suicide or self-mutilation;
- 18) insured's participation in crimes or altercations, with the exception of acting in self-defense,
- 19) practice of high-risk sports, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 20) practice of recreational skiing or snowboarding on marked downhill trails, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 21) competitive sport activity, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 22) performance of physical labor by the insured, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 23) an epidemics of which the authorities of the country of destination informed in mass media and about which the insured could have found out prior to departure and as at the date of the insurance agreement;
- 24) catastrophes, which led to nuclear or chemical contamination, radioactive or ionizing radiation;
- 25) acts of terrorism, acts of war, martial law or state of emergency, which occurred in the territory of the

country located in the region of the world threatened with such acts of terrorism, acts of war, martial law or state of emergency, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;

- 26) insured's participation in strikes, riots, civil commotion, protests, road blockages or sabotage;
  - 27) non-adherence to recommendations of the insured's attending physician or the doctors of the PZU Emergency Center;
  - 28) above-standard additional medical care.
2. PZU SA's liability shall not include assistance services if the event being the basis for organization of such service arose with relation to or in consequence of circumstances referred to in sec. 1, or in connection with pregnancy and delivery after the completion of the 32nd week of pregnancy, with the reservation that in the cases referred to in sec. 1 item 8, 19–22 and 25, PZU SA's liability may be extended for the payment of additional insurance premium.
3. PZU SA reserves the right to refer the insured to a medical center that it selects for the purpose of diagnostics.
4. The fact of being in the state of inebriation or the fact of being under the influence of abusive substances, psychotropic substances or replacement drugs within the understanding of the regulations on counteracting drug addiction, as well as the driver's authorization to drive the vehicle shall be evaluated on the basis of the law of the state in which the insurable accident occurred.
5. The liability of PZU SA shall not include compensation for pain, physical and moral suffering and damage consisting in loss, damage or destruction of property.

## PROCEEDING IN CASE OF AN INSURABLE ACCIDENT

### § 31

1. In case of occurrence of an insurable accident, the insured or the person acting on his/her behalf shall be obligated to:
  - 1) before undertaking any actions on his/her own – immediately report by phone the request for assistance to the PZU Emergency Center;
  - 2) explain to the employee of the PZU Emergency Center the circumstances of the insured's current situation and details of requested assistance; state the first and last name of the insured or other information required for the insured's identification, as well as any information necessary to provide assistance; in the case of group insurance, provide also the first name and last name or business name of the policyholder;
  - 3) provide a telephone number at which the PZU Emergency Center can contact the insured or his/her representative;
  - 4) enable the doctors of the PZU Emergency Center access to any medical information;
  - 5) follow the recommendations of the PZU Emergency Center, and provide information and the necessary powers-of-attorney;
  - 6) allow the PZU Emergency Center to perform the activities necessary to establish the circumstances in which the loss occurred, whether the claim and its amount are justified, and provide assistance and explanations to that effect.
2. If the insured or the person acting on his/her behalf were unable to contact the PZU Emergency Center in the manner described in sec. 1 for reasons beyond his/her control, including due to an act of God or force majeure, he/she shall be obligated to notify of the insurable accident within 7 days of the date on which contacting PZU Emergency Center became possible.

In addition, the insured or the person acting on his/her behalf shall be obligated to state the reason for inability to contact the PZU Emergency Center.
3. In cases in which, pursuant to the GTCI, PZU SA is obligated to refund the incurred costs of treatment or assistance services, PZU SA shall refund such costs:
  - 1) in treatment costs insurance – up to the amount of actually incurred costs, but not exceeding the sum insured, subject to the limits referred to in § 27 sec. 4–6;
  - 2) in assistance insurance – up to the amount of actually incurred costs, but not more than up to the amount of liability limit, stated as amount, set for the given assistance service, and if such limit was not defined – up to the amount corresponding to the average price of performing such

service.

4. The costs referred to in sec. 3, incurred by the insured or by another person at the insured's request, shall be refunded to the insured. In other cases, these costs shall be refunded to the person who incurred them.
5. The basis for consideration of the submitted claim is the delivery of documentation necessary to establish whether the claim and the benefit amount are justified: medical documentation, documents referring to other costs covered by insurance, and if the costs were covered by the insured – presentation of bills and proofs of their payment.
6. If the obligation to notify PZU SA about the insurable accident by the deadline specified in sec. 2 is not fulfilled due to wilful misconduct or gross negligence and such failure has exacerbated the loss or prevented PZU SA from determining the circumstances and consequences of the insurable accident then PZU SA may reduce the benefit accordingly. There shall be no consequences of a failure to notify PZU SA of the occurrence of the insurable accident if PZU SA receives the notification on the circumstances, which should have been notified to it by the deadline set forth in sec. 2.

### CHAPTER III MISCELLANEOUS

#### § 32

1. The policyholder, insured, beneficiary and person entitled under the insurance agreement who is a natural person shall have the right to file a complaint within the meaning of the Act on Examination of Complaints by Financial Market Participants and on the Financial Ombudsman, i.e. the right of addressing a notice to PZU SA with concerns regarding any services provided by PZU SA.
2. A complaint may be filed at any customer service unit of PZU SA.
3. A complaint may be submitted in any of the following forms:
  - 1) in writing – in person or sent by mail within the meaning of the Postal Law Act, for example by sending a letter to the following address: PZU SA ul. Postępu 18A, 02-676 Warsaw (mailing address only);
  - 2) in spoken form – by telephone, for example by calling the hotline number at 801-102-102, or in person for the record during a visit of the person referred to in sec. 1 in the unit referred to in sec. 2;
  - 3) electronically – by sending an e-mail to reklamacje@pzu.pl or by filling out an online form at www.pzu.pl.
4. PZU SA shall review the complaint and reply to it without undue delay but no later than within 30 days of the date of receipt of the complaint, subject to sec. 5.
5. In particularly difficult cases preventing the examination of

the complaint and the provision of a reply within the deadline referred to in sec. 4, PZU SA shall provide the person who has filed the complaint with information in which it shall:

- 1) explain the reason for the delay;
- 2) indicate the circumstances that must be ascertained to enable the examination of the case;
- 3) specify the anticipated date of examination of the complaint and provision of the reply, which date may not be later than 60 days after the date of receipt of the complaint.

6. PZU SA's reply to the complaint shall be delivered to the person who has filed it on paper or through other durable carrier of information within the meaning of the Payment Services Act or by e-mail only at the request of such person.
7. The client referred to in sec. 1 shall be entitled to file an application with the Financial Ombudsman concerning:
  - 1) rejection of claims in the complaint examination procedure;
  - 2) failure to perform activities resulting from a complaint handled in accordance with such person's will within the deadline specified in the reply to the complaint.
8. A complaint or grievance, which is not the complaint referred to in sec. 1 shall be submitted in writing through any PZU SA's organizational unit.
9. Complaints and grievances shall be reviewed by the organizational unit specified in PZU SA's internal regulations prevailing as at the date of the complaint or grievance. The information in this respect shall be available in PZU SA's organizational units.
10. PZU SA shall respond to written complaints or grievances within 30 days of the date of receipt of such a complaint or grievance.
11. The policyholder, insured, beneficiary and person entitled under the insurance agreement who is a consumer shall have the right to request assistance from the Municipal and Regional Consumer Ombudsmen.
12. PZU SA is supervised by the Polish Financial Supervision Authority (KNF).
13. Any litigation for claims under the insurance agreement may be initiated either pursuant to general jurisdiction regulations or before the court with jurisdiction over the place of residence or registered office of the policyholder, the insured or the person entitled under the insurance agreement.
14. Any litigation for claims under the insurance agreement may be initiated either pursuant to general jurisdiction regulations or before the court with jurisdiction over the place of residence of the insured's heir or the heir of the person entitled under the insurance agreement.





## CLAUSE NO. 1 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE EXTENDED PACKAGE

Attachment no. 1 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Extended Package assistance services.

### § 2

The term "transport costs" used in this Clause shall be understood as the costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket.

### § 3

1. If the insured travels within Poland or outside the territory of Poland then pursuant to this Clause PZU SA shall organize and cover the costs of the following assistance services:

#### 1) Sending the necessary personal items

In the case of damage to, destruction or loss of the insured's personal items, which are required to continue travel, with the exception of all documents irrespective of their nature, PZU SA shall organize and cover the costs of sending replacement personal items to the location of the insured's stay. In the case of loss of medications taken permanently according to doctor's recommendations, PZU SA shall organize and cover the costs of sending the medications to the location of the insured's stay.

This service shall be performed on the condition that such items or medications are provided to the PZU Emergency Center;

#### 2) Accommodation for the period of convalescence

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is hospitalized, and the insured's attending physician, in consultation with the doctor of the PZU Emergency Center, recommends further convalescence, PZU SA shall organize and cover the costs of hotel accommodation for the insured up to PLN 400 per day and for not more than 10 days;

#### 3) The insured's earlier return home

If the insured is forced to an earlier, sudden return to his/her home, and the originally planned means of transport cannot be used, PZU SA shall organize the transport for the insured and cover its costs.

This service shall be provided only in the case of:

- a) an accident, critical illness or death of the insured's relative in the country of permanent residence,
- b) a loss arising at the insured's home, caused as a result of a theft with burglary or an act of God,

provided that such event occurred in Poland and that the legal and administrative actions required the insured to be present in person.

The need for the insured's earlier return home should be documented, depending on the reason for the return, with medical documentation, certificate from the administrator or a certificate from the Police;

#### 4) Visit of a relative

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is hospitalized during travel for a period exceeding 7 days, and during the travel he/she is not accompanied by any person of legal age, PZU SA shall organize and cover the costs of return travel for one relative indicated by the insured.

In addition, PZU SA shall organize and cover the costs of hotel accommodation of such person, up to PLN 400 per day and for not more than 10 days.

#### 5) Substitute driver

If the insured's health condition, confirmed with a written certificate of the insured's attending physician, does not allow the insured to drive the car, motorcycle or moped in which he/she travelled, and none of the passengers holds a driver's license or is able to drive, PZU SA shall organize and cover the costs of travel for a substitute driver indicated by the insured to the place where the vehicle stopped, who shall drive the insured and the passengers, and in case of motorcycle or moped where the number of seats is limited – the insured or the passenger as indicated by the insured – back to the country of permanent residence.

This benefit shall not include the costs of fuel, highway tolls, parking fees, accommodation and other costs incurred by the insured during the insured's return to the country of permanent residence;

#### 6) Information and financial assistance in the case of theft of documents

a) If the insured's payment cards or checks issued by a bank with a registered office in Poland are stolen or lost during travel taking place during the term of insurance, PZU SA shall provide assistance with blocking the insured's checking and savings bank account, involving:

- providing the insured with the correct telephone number to the bank keeping the insured's bank account, or
- notifying the bank keeping the insured's bank account about the theft or loss of payment cards or checks, while PZU SA shall not be liable for the effectiveness or correctness of the process of blocking such cards or checks by the bank,

b) if, during travel taking place during the term of insurance, the documents necessary for the insured to continue to travel (passport, ID card, visa, driver's license, tickets) are stolen, lost or damaged, the PZU Emergency Center shall provide information on actions that must be taken to obtain substitute documents,

c) if the insured reports to the Police the crime referred to in sub-item a or b, PZU SA shall, after it is presented with confirmation for reporting the crime to the Police, pay the insured a one-time benefit of PLN 500.

2. If the insured travels outside the territory of Poland then pursuant to this Clause PZU SA shall additionally organize and cover the costs of the following assistance services:

#### 1) Assistance in delivering bail

If the insured has been detained outside the territory of Poland with relation to an event (accident) for which he/she might be responsible, and in order to be released from arrest or another form of restriction or deprivation of freedom or in order to secure the coverage of costs of proceedings and financial penalties, the legislation of the given country requires payment of bail, PZU SA shall, upon the request of the insured, act as intermediary in the delivery of the bail amount, provided that the bail amount is first deposited by a person indicated by the insured into a bank account whose number is provided by PZU SA.

PZU SA shall not act as intermediary in the delivery of bail if the detention or another form of restriction or

deprivation of freedom of the insured is tied to smuggling, dealing in abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, alcohol, weapons, or to the insured's participation in actions of political or terrorist nature;

2) **Assistance of an interpreter in case of conflict with the justice system**

If the insured has come into conflict with the justice system of the country where he/she is located, PZU SA shall ensure the participation of an interpreter and cover the costs of interpreter's fees up to PLN 5,000. This benefit shall be due outside the territory of Poland, and in the case of a foreigner – also in Poland in the case of his/her conflict with the Polish justice system;

3) **Legal assistance**

If the insured has come into conflict with the justice system of the country where he/she is located, PZU SA shall assure the participation of a lawyer representing the insured and shall cover the lawyer's fees up to PLN 10,000, on the condition that the acts the insured is alleged of doing refer only to the third party liability regulations of the country in which he/she is currently located. This benefit shall be due outside the territory of Poland, and in the case of a foreigner – also in Poland in the case of his/her conflict with the Polish justice system. PZU SA shall not cover the costs of legal assistance if the insured's legal problem is tied to his/her professional activity or to the ownership or storage of vehicles.

Should the proceedings pending against the insured demonstrate that the insured acted willfully, the insured shall be obligated to refund to PZU SA the costs of legal assistance incurred by PZU SA within 30 days from his/her return home;

4) **Continuation of travel**

If the health condition of the insured, participating in a tourist travel whose program includes changes of location of the participants' stay, has improved, PZU SA shall organize and cover the cost of transporting the insured from the location of falling ill or from the accident location to the next stage of the planned travel, in order to enable the insured to continue it.

5) **Refund of costs incurred with relation to delay in travel**

If a documented delay of at least 6 hours affects the departure of a scheduled airplane, train, bus, or ferry during the insured's travel during the term of insurance, PZU SA shall, on the basis of bills and proofs of their payment, refund the insured the costs incurred for the purchase of necessary items, i.e., foodstuffs, meals, toiletries, up to PLN 300.

PZU SA's liability shall not include costs incurred with relation to delays in chartered travel.





## **CLAUSE NO. 2 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE FAMILY PACKAGE**

Attachment no. 2 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### **§ 1**

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Family Package assistance services.

### **§ 2**

The term **"transport costs"** used in this Clause shall be understood as the costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket.

### **§ 3**

Pursuant to this Clause, PZU SA shall organize and cover the costs of the following assistance services:

1) **Transport home for the relatives covered under family insurance agreement or one other person accompanying the insured during travel:**

a) **in the case of transporting the insured home due to health condition**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is transported home, PZU SA shall organize and cover the costs of transport for his/her relatives accompanying the insured during travel who are covered by insurance together with the insured under the same family insurance agreement, or one other person accompanying the insured during travel,

b) **in the case of the insured's death**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured died during travel, PZU SA shall organize and cover the costs of transport for his/her relatives who are covered by insurance together with the insured under the same family insurance agreement, or one other person accompanying the insured during travel.

The costs shall be covered on the condition that the originally planned means of transport could not have been used;

2) **Coverage of the hotel costs for the relatives covered under family insurance agreement or one other person accompanying the insured during travel**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is hospitalized past the date of expected return home, and such event takes place during the term of insurance, PZU SA shall organize and cover the costs of hotel up to PLN 400 for one day for one person for the insured's relatives who are covered by insurance together with the insured under the same family insurance agreement, or one other person accompanying the insured during travel, who shall accompany the ill person until the time transport is possible, however not longer than for 10 days.

## CLAUSE NO. 3 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE CHILD/DEPENDENT PERSON PACKAGE



Attachment no. 3 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Child/Dependent Person Package assistance services.

### § 2

The terms used in this Clause shall have the following meanings:

- 1) **child** – a minor who on the date of the insurable accident has not yet turned 18;
- 2) **dependent person** – a relative who due to his/her old age, poor health condition or congenital defects is incapable of caring for his/her needs independently and requires permanent care;
- 3) **transport costs** – costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket.

### § 3

Pursuant to this Clause, PZU SA shall organize and cover the costs of the following assistance services:

- 1) **Care for insured children or dependent persons in the case of hospitalization of parent or guardian travelling with them**  
In the case of hospitalization of a parent or guardian who travelled with the children or dependent persons who were not accompanied by any other adult relative, PZU SA shall organize and cover the costs of:
  - a) transport of the children or dependent persons to their home or to the place of residence of the person who was designated by the parent or guardian to care for the children or dependent persons, and care for them during such transport, provided that the parent or guardian gave his/her written consent to such transport, or
  - b) return travel of the parent or guardian to collect the child or dependent person, including the costs of one overnight stay for the parent or guardian and the costs of travel of the child or dependent person with the parent or guardian, if the means of transport by which the child or dependent person travelled cannot be used.

If within 24 hours from the time of notifying the PZU Emergency Center of the need to organize this service, PZU SA was unable to contact the person designated by the parent or guardian to care for children and/or dependent persons, using such person's contact data provided by the parent or guardian, or the indicated person does not agree to provide such care and, accordingly, it is not possible to perform the benefits described in sub-items a or b, PZU SA shall organize and cover the costs of care for the children or dependent persons at the location of the insurable accident, for a maximum of 3 days and up to the total amount of PLN 1,500.

If after that period it is necessary to prolong this care, PZU SA shall make diligent attempts to organize further care by other relatives or by the social services.

This benefit shall be performed at the request of the parent or guardian and upon his/her written consent;

- 2) **Coverage of costs of visit of parent or guardian, or the costs of hotel accommodation for parent or guardian in the case of child's or dependent person's hospitalization**

If as a result of an accident or sudden illness covered by PZU SA's liability the child or dependent person is hospitalized, and the insured's attending physician in consultation with the PZU Emergency Center doctor believes that a constant presence of a parent or guardian of that child/dependent person is necessary at the hospital, PZU SA shall:

- a) organize and cover the costs of return travel and the costs of hotel accommodation for the parent or guardian, up to PLN 400 per day, until the time the child or dependent person is discharged from hospital, but not longer than for 10 days, or
- b) organize and cover the costs of hotel accommodation for the parent or guardian travelling together with the child or dependent person, up to PLN 400 per day, until the time the child or dependent person is discharged from hospital, but not longer than for 10 days.

## **CLAUSE NO. 4 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE BUSINESS PACKAGE**



Attachment no. 4 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

## § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Business Package assistance services.

## § 2

The terms used in this Clause shall have the following meanings:

- 1) **transport costs** – costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket;
- 2) **business travel** – travel comprising the following periods, occurring in a direct sequence:
  - a) the time from leaving the workplace or home in order to directly commence travel to a place of stay outside the workplace or home, as defined in sub-item b,
  - b) the period of stay at the location indicated by the employer as the location for performing official duties outside the workplace or home,
  - c) the period of return directly from the place of stay defined in sub-item b, until the moment of entering the workplace or home.

## § 3

1. If the insured travels for business within Poland or outside the territory of Poland then pursuant to this Clause PZU SA shall organize and cover the costs of the following assistance services:

1) **Sending the necessary personal or business items**

In the case of damage to, destruction or loss of the insured's personal or business items, which are required to continue business travel or perform official duties, with the exception of all documents irrespective of their nature, PZU SA shall organize and cover the costs of sending replacement personal or business items to the location of the insured's stay.

In the case of loss of medications taken permanently according to doctor's recommendations, PZU SA shall organize and cover the costs of sending the medications to the location of the insured's stay. This service shall be performed on the condition that such items or medications are provided to the PZU Emergency Center;

2) **Accommodation for the period of convalescence**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is hospitalized, and the insured's attending physician, in consultation with the doctor of the PZU Emergency Center, recommends further convalescence, PZU SA shall organize and cover the costs of hotel accommodation for the insured up to PLN 400 per day and for not more than 10 days;

3) **The insured's earlier return to his/her home or the place of employment**

If the insured is forced to an earlier, sudden return to his/her home or place of employment, and the originally planned means of transport cannot be used, PZU SA shall organize the transport for the insured and cover its costs. This service shall be provided only in the case of:

- a) critical illness or death of the insured's relative in the country of permanent residence or country of residence,
- b) a loss arising at the insured's home, caused as a result of a theft with burglary or an act of God, provided that such event occurred in Poland and that the legal and administrative actions required the insured to be present in person,
- c) occurrence of an unexpected event at the place of employment: a fire, strike, death of a supervisor or another event affecting the business of the company where the insured is employed and forcing him/her to make unplanned return to the place of employment.

The need for the insured's earlier return home or to the place of employment should be documented, depending on the reason for the return, with: medical documentation, certificate from the building administrator, certificate from the Police or

correspondence from the place of employment;

4) **Visit of a relative**

If as a result of an accident or sudden illness covered by PZU SA's liability the insured is hospitalized during business travel for a period exceeding 7 days, and during the business travel he/she is not accompanied by any person of legal age, PZU SA shall organize and cover the costs of return travel for one relative indicated by the insured. In addition, PZU SA shall organize and cover the costs of hotel accommodation of such person, up to PLN 400 per day and for not more than 10 days.

5) **Information and financial assistance in the case of theft of documents**

- a) If the insured's payment cards or checks issued by a bank with a registered office in Poland are stolen or lost during business travel taking place during the term of insurance, PZU SA shall provide assistance with blocking the insured's checking and savings bank account, involving:
  - providing the insured with the correct telephone number to the bank keeping the insured's bank account, or
  - notifying the bank keeping the insured's bank account about the theft or loss of payment cards or checks, while PZU SA shall not be liable for the effectiveness or correctness of the process of blocking such cards or checks by the bank,
- b) If, during business travel taking place during the term of insurance, the documents necessary for the insured to continue business travel (passport, ID card, visa, driver's license, tickets) are stolen, lost or damaged, the PZU Emergency Center shall provide information on actions that must be taken to obtain substitute documents,
- c) If the insured reports to the Police the crime referred to in sub-item a or b, PZU SA shall, after it is presented with confirmation for reporting the crime to the Police, pay the insured a one-time benefit of PLN 500;

6) **Substitute driver**

If the insured's health condition, confirmed with a written certificate of the insured's attending physician, does not allow the insured to drive the car, motorcycle or moped in which he/she travelled for business, and none of the passengers holds a driver's license or is able to drive, PZU SA shall organize and cover the costs of travel for a substitute driver indicated by the insured to the place where the vehicle stopped, who shall drive the insured and the passengers, and in case of motorcycle or moped where the number of seats is limited – the insured or the passenger as indicated by the insured – back to the country of permanent residence.

This benefit shall not include the costs of fuel, highway tolls, parking fees, accommodation and other costs incurred by the insured during the insured's return to the country of permanent residence;

7) **Substitution during business travel**

In the case of insurance agreements concluded by employers for the benefit of their employees and in the case of insurance agreements concluded by sole proprietors, if as a result of an accident or sudden illness covered by PZU SA's liability the insured is no longer able to continue to perform his/her business duties, PZU SA shall organize and cover the costs of travel of an employee back home – if the originally planned means of transport cannot be used – and the costs of transport of the employee seconded to substitute the insured.

2. If the insured travels for business outside the territory of Poland then pursuant to this Clause PZU SA shall additionally organize and cover the costs of the following assistance services:

1) **Assistance in delivering bail**

If the insured has been detained outside the territory of Poland with relation to an event (accident) for which he/she might be responsible, and in order to be released from arrest or another form of restriction or deprivation of freedom or in order to secure the coverage of costs of proceedings and financial penalties, the legislation of the

given country requires payment of bail, PZU SA shall, upon the request of the insured, act as intermediary in the delivery of the bail amount, provided that the bail amount is first deposited by a person indicated by the insured into a bank account whose number is provided by PZU SA.

PZU SA shall not act as intermediary in the delivery of bail if the detention or another form of restriction or deprivation of freedom of the insured is tied to smuggling, dealing in abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, alcohol, weapons, or to the insured's participation in actions of political or terrorist nature;

**2) Assistance of an interpreter in case of conflict with the justice system**

If the insured has come into conflict with the justice system of the country where he/she is located, PZU SA shall ensure the participation of an interpreter and cover the costs of interpreter's fees up to PLN 5,000.

This benefit shall be due outside the territory of Poland, and in the case of a foreigner – also in Poland in the case of his/her conflict with the Polish justice system;

**3) Legal assistance**

If the insured has come into conflict with the justice system of the country where he/she is located, PZU SA shall assure the participation of a lawyer representing the insured and shall cover the lawyer's fees up to PLN 10,000, on the condition that the acts the insured is alleged of doing refer only to the third party liability regulations of the country in which he/she is currently located.

This benefit shall be due outside the territory of Poland,

and in the case of a foreigner – also in Poland in the case of his/her conflict with the Polish justice system.

PZU SA shall not cover the costs of legal assistance if the insured's legal problem is tied to his/her professional activity or to the ownership or storage of vehicles. Should the proceedings pending against the insured demonstrate that the insured acted willfully, the insured shall be obligated to refund to PZU SA the costs of legal assistance incurred by PZU SA within 30 days from his/her return home;

**4) Continuation of business travel**

If the health condition of the insured participating in business travel has improved, PZU SA shall organize and cover the cost of transporting the insured from the location of falling ill or from the accident location to the next stage of the planned business travel, in order to enable the insured to continue it;

**5) Refund of costs incurred with relation to delay in business travel**

If a documented delay of at least 6 hours affects the departure of a scheduled airplane, train, bus, or ferry during the insured's business travel during the term of insurance, PZU SA shall, on the basis of bills and proofs of their payment, refund the insured the costs incurred for the purchase of necessary items, i.e., foodstuffs, meals, toiletries, (x-ray, ECG, ultrasound, magnetic resonance, computer tomography, basic lab tests) up to PLN 300.

PZU SA's liability shall not include costs incurred with relation to delays in chartered travel.



## CLAUSE NO. 5 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE SPORTS PACKAGE



Attachment no. 5 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

- Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Sports Package assistance services.
- This Clause can apply solely to the PZU Voyager insurance where the coverage has been extended to include risks resulting from:
  - recreational skiing or snowboarding on marked ski trails, or
  - competitive sport activity, or
  - the practice of high-risk sports.

### § 2

- The assistance service referred to in § 3 sec. 1 shall be performed within the limits of the sum insured set forth in the treatment costs insurance agreement.
- The assistance services referred to in § 3 items 2–4 shall be performed up to the liability limits, stated as amounts, set for the individual assistance services. Liability limits, stated as amounts, for the individual assistance services, referred to in § 3 items 2–4, shall be determined separately from the sum insured set for the treatment costs insurance.
- Sports equipment** shall also include accessories to such equipment.

### § 3

Pursuant to this Clause, PZU SA shall organize and cover the costs of the following assistance services:

1) **Organization and covering the costs of functional, motor and fitness tests**

If, as a result of an accident, which occurred during the sport activity and was covered by PZU SA's liability, the insured who is involved in competitive sport activity is obligated to undergo functional, motor and fitness tests, PZU SA shall, within the limits of the sum insured set for treatment costs insurance, organize and cover costs of such tests at the location of the insurable accident, and if it is not possible to perform such tests at that location, in another location in the country in which the insurable accident occurred, or in Poland;

2) **Search and rescue due to weather conditions or equipment failure**

If as a result of a sudden and unexpected worsening of the weather conditions or sudden failure of equipment in the course of practicing sports referred to in § 1 sec. 2 the insured is unable to safely return to base or has found himself/herself in conditions not allowing him/her to independently reach the originally planned route or destination, PZU SA shall cover the costs of search for the insured and emergency medical care provided to the insured by specialist rescue teams.

The costs shall be covered up to PLN 50,000;  
3) **Repair of destroyed sports equipment or rental of equipment**

In the case of loss or destruction of the sports equipment, which constituted part of the insured's travel luggage, as a result of an accident occurring during the term of insurance and defined as:

- collision of the insured with other persons, vehicles, animals or objects, or fall of the insured during the practicing of sport, resulting in an injury confirmed by medical documentation,
  - theft with burglary or robbery, confirmed with a Police report,
  - an act of God confirmed by the rescue services, PZU SA shall refund the costs of repair of said equipment incurred by the insured during the term of insurance, or the costs of renting substitute equipment to replace the destroyed equipment, up to the amount of PLN 500. The costs shall be refunded on the basis of a bill issued in the insured's name and the proof of payment, as well as photographic documentation confirming the fact of destruction of the sports equipment as a result of accident, and the documentation referred to in sub-items a–c;
- 4) **Costs of unused ski-pass**

If the insured as a result of an accident or sudden illness covered by PZU SA's liability, confirmed by the medical documentation, is not able to use the ski-pass entitling him/her to use ski lifts and to participate in skiing or snowboarding classes, PZU SA shall refund to the insured the cost of the unused ski-pass up to the maximum amount of PLN 500.

This refund shall be done pro rata to the unused part of the ski-pass, and it shall take place only if the insured cannot return the ski-pass to its seller;

5) **Information services on tourism, sports and leisure**

- The PZU Emergency Center shall provide telephone information for the insured, regarding:
- regulations applicable to the practice of the following sports: recreational skiing or snowboarding, sailing, aviation sports, motor sports, water skiing, rock climbing,
  - climatic and natural conditions in the country to which the insured travels,
  - permits required for stay in the country to which the insured travels,
  - required preventive immunizations,
  - tourist attractions that are worth seeing when staying in the given country,
  - prices of museum, movie theater or theater tickets,
  - prices of local public transportation tickets.



## CLAUSE NO. 6 TO THE GTCI OF THE PZU VOYAGER ASSISTANCE INSURANCE BICYCLE RIDER PACKAGE

Attachment no. 6 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

1. Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Bicycle Rider Package assistance services.
2. This Clause can apply solely to insurance agreements concluded with the "Voyager Poland" or "Voyager Europe" geographic coverage.

### § 2

The terms used in this Clause shall have the following meanings:

- 1) **bicycle** – single-track or multi-track vehicle, propelled by the force of the bicycle rider's muscles;
- 2) **accident** – insured's collision while riding a bicycle with other vehicles, persons, animals or objects, as well as fall of the bicycle rider while riding the bicycle or inadvertent damage to the bicycle by third parties;
- 3) **transport costs** – costs of train or bus ticket, or if the travel by train or by bus takes more than 12 hours – the costs of economy class airline ticket.

### § 3

1. In the case of damage to, destruction or loss of the bicycle due to an act of God, rescue action tied to such act of God, accident or robbery, the insured shall be entitled to one of the following benefits:
  - 1) refund of costs of bicycle rental for a period not longer than 7 days, but not longer than until the end of the insurance term, or
  - 2) refund of costs of transporting the insured together with the damaged or destroyed bicycle to the nearest repair shop or home, or
  - 3) refund of costs of transporting the insured (if the bicycle was stolen, or the insured decided to scrap it) to the next stage of travel or home, or
  - 4) refund of costs of bicycle repair performed during travel to enable continuation of travel.
2. The benefit, selected by the insured, referred to in sec. 1, shall be due up to the amount of:
  - 1) PLN 500 – in case of "Voyager Poland" geographic coverage;
  - 2) PLN 1,000 – in case of "Voyager Europe" geographic coverage.
3. Refund of the costs of repair or rental of a bicycle shall be effected on the basis of the bills for repair or rental of a bicycle, issued in the insured's name, and proofs of their payment, photographic documentation specifying the date and confirming the fact of damage of the bicycle and the make of the bicycle, and in the case of robbery – also confirmation that this fact had been reported to the Police.

4. The amount of the bicycle repair costs may not exceed the bicycle's value on the date of the loss.
5. Refund of the costs of transport shall be effected on the basis of the bills for purchase of tickets, issued in the insured's name, and proofs of their payment, tickets, photographic documentation specifying the date and confirming the fact of robbery of the bicycle, and confirmation that this fact had been reported to the Police.
6. The fact of being in the state of inebriation, the state following consumption of alcohol, being under the influence of abusive substances, psychotropic substances or replacement drugs within the understanding of the regulations on counteracting drug addiction and the license to ride a bicycle shall be evaluated based on the regulations of the state where the insurable accident occurred.
7. PZU SA's liability shall not include compensation for pain, and physical and moral suffering.

### § 4

Subject to § 30 of the GTCI, the assistance services shall not be due if the loss:

- 1) has been caused deliberately by or as a result of gross negligence of the insured, unless, in the case of gross negligence, under the given circumstances, the payment of benefit is consistent with the principles of fairness;
- 2) has been caused deliberately by a person with whom the insured remains in a joint household;
- 3) arose due to theft of the bicycle, its parts or accessories;
- 4) occurred to the tires, unless it occurred at the same time as damage to or destruction of other parts of the bicycle.

### § 5

If the insured requests assistance services, the insured shall be obligated to:

- 1) in the case of rental or repair of the bicycle – notify PZU SA of the accident immediately but not later than within 7 days from the date of the loss;
- 2) in the case of a traffic accident, record the data of the vehicles and persons participating in the accident, drivers of other vehicles, as well as the insurance policy number and the name and address of the insurance company, which provided the TPL insurance for the person responsible for the loss;
- 3) immediately notify the Police of a loss whose circumstances suggest that a crime might have been committed;
- 4) present the evidence regarding occurrence of the loss and the incurred costs, and in the case of repair of the bicycle – document the bicycle's value, and if no such proof is available, provide the make and year of purchase of the bicycle.

**CLAUSE NO. 7 TO THE GTCI OF THE PZU VOYAGER  
ACCIDENT INSURANCE (ADD)**



Attachment no. 7 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

## § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the accident insurance, hereinafter referred to as the "ADD insurance".

## § 2

The terms used in this Clause shall have the following meanings:

- 1) **consequences of an accident** – dismemberment or death;
- 2) **permanent dismemberment** – permanent damage to an organ, system or an entire body with no prognosis of improvement.

## SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE

### § 3

1. The subject matter of the ADD insurance shall include the following:
  - 1) consequences of an accident;
  - 2) permanent dismemberment caused by an epilepsy attack or fainting for unknown reason.
2. PZU SA shall be liable for insurable accidents, which occurred within the term of insurance and during the insured's travel.
3. Insurance coverage shall include the insured's permanent dismemberment or death, which occurred within 12 months of the date of occurrence of the insurable accident referred to in sec. 2.
  - 15) as a result of insured's participation in strikes, riots, civil commotion, protests, road blockages or sabotage;
  - 16) as a result of nuclear or chemical contamination, or irradiation.
2. Consequences of illnesses or diseases, even those that occur suddenly or are only disclosed as a result of the insurable accident or are the reason for the occurrence of the accident, shall be excluded from PZU's liability, subject to § 3 sec. 1 item 2. If the illness or disease influenced the accident's occurrence, i.e. the reason for accident was both the illness and an external cause, PZU SA's liability shall cover permanent dismemberment or death occurring as a consequence of such external cause.
3. The fact of being in the state of inebriation or the fact of being under the influence of abusive substances, psychotropic substances or replacement drugs within the understanding of the regulations on counteracting drug addiction, as well as the driver's authorization to drive the vehicle shall be evaluated on the basis of the law of the state in which the insurable accident occurred.
4. The liability of PZU SA shall not include compensation for pain, physical and moral suffering and damage consisting in loss, damage or destruction of property.

## EXCLUSIONS OF PZU SA'S LIABILITY

### § 4

1. PZU SA's liability shall not include the consequences of insurable accidents, which occurred:
  - 1) while the insured drove a motor vehicle:
    - a) if the insured did not have the license to drive the given vehicle,
    - b) in a state of inebriation or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of the insurable accident;
  - 2) while the insured drove a vehicle other than a motor vehicle, if the insured did not have the license to drive such vehicle, unless that had no effect on the occurrence of the insurable accident;
  - 3) in a state of inebriation or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of the insurable accident;
  - 4) as a result of poisoning caused by the consumption of alcohol or usage of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction;
  - 5) as a result of the insured's participation in physical altercations, with the exception of acting in self-defense;
  - 6) in connection with the insured willfully committing or attempting to commit a crime, or the insured's purposeful self-mutilation;
  - 7) in connection with the insured committing or attempting to commit suicide;
  - 8) due to loss of consciousness caused by an illness, with the reservation that this exclusion shall not apply to loss of consciousness caused by epilepsy seizure or fainting for unknown reason;
  - 9) as a result of performance of medical procedures, irrespective of who performed them, unless the medical procedures were performed to treat direct consequences of an insurable accident;

- 10) as a result of practice of high-risk sports, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 11) as a result of practice of recreational skiing or snowboarding on marked downhill trails, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 12) as a result of competitive sport activity, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 13) while performing physical labor, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
- 14) as a result of acts of terrorism, acts of war, martial law or state of emergency, which occurred in the territory of the country located in the region of the world threatened with such acts of terrorism, acts of war, martial law or state of emergency, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;

## BENEFITS AND BENEFIT AMOUNTS

### § 5

Under the ADD insurance, the insured shall be entitled to the following benefits:

- 1) benefit for permanent dismemberment in an amount of the percentage of the sum insured equal to the percentage of the permanent dismemberment sustained by the insured, but not more than the sum insured defined in the insurance agreement;
- 2) benefit on account of death in the amount of 100% of the sum insured set forth in the insurance agreement.

## SUM INSURED

### § 6

1. The sum insured shall be set in the insurance agreement in consultation with the policyholder.
2. The sum insured shall be set per one insurable accident occurring during the insurance term.

## PROCEEDING IN CASE OF AN INSURABLE ACCIDENT

### § 7

1. In the event of an insurable accident, the insured shall be

obligated to:

- 1) attempt to mitigate its consequences by submitting to medical care and the recommended treatment without delay;
- 2) notify PZU SA of the occurrence of insurable accident and deliver:
  - a) detailed description of the reasons for and course of the accident,
  - b) medical documentation confirming the bodily injury or dismemberment suffered by the insured in consequence of the insurable accident during the term of insurance,
  - c) if the insured was driving a vehicle at the time of the accident – the insured's driver's license;
- 3) allow PZU SA to obtain information about the circumstances contemplated in the documents referred to in item 2, especially from the physicians who cared for the insured both before and after the insurable accident.
2. In the event of the insured's death, the beneficiary shall be obligated to submit to PZU SA for examination: a copy of the death certificate and the statistical chart or medical documentation confirming the cause of death if he/she is authorized to receive such documents and a document confirming his/her identity.  
If there is no beneficiary then the person requesting a benefit payment mentioned in § 9 sec. 2 shall be obligated to additionally submit marital status documents confirming the fact that the person is married or is related to the insured or documents confirming that that person cared for the insured as at the date of his/her death.
3. PZU SA reserves the right to verify any documents delivered and obtain opinions from specialist physicians.

## DETERMINATION AND PAYMENT OF BENEFITS

### § 8

1. The types and amount of due benefits shall be determined after finding a regular causal relationship between the insurable accident and the insured's death or permanent dismemberment.
2. The regular causal relationship mentioned in sec. 1 and the degree (percentage) of dismemberment shall be determined based on the delivered documentation or information specified in § 7 and based on medical examination results.
3. Upon PZU SA's order and on PZU SA's cost, the insured shall be obligated to undergo additional medical examination or examination by physicians indicated by PZU SA to determine whether the submitted claims are justified.
4. Regardless of benefits contemplated in the GTCI, PZU SA shall refund the insured the documented costs of travel within Poland incurred for the purpose of performing the tests referred to in sec. 3.
5. The degree (percentage) of permanent dismemberment should be determined immediately after the completion of treatment while taking into consideration the rehabilitation treatment recommended by the physician, and in the event of a longer treatment – in the 12th month after the date of the insurable accident at the latest.

No subsequent change of the degree of permanent dismemberment (improvement or deterioration) shall form grounds for changing the amount of the benefit.

6. If the insured leaves the Polish territory before the degree (percentage) of permanent dismemberment is determined, the degree (percentage) of permanent dismemberment and the amount of benefit shall be determined on the basis of medical documentation provided by the insured.
7. The degree (percentage) of permanent dismemberment shall be determined on the basis of

the "Permanent Dismemberment Percentage Assessment Table in effect in PZU SA" approved by a resolution adopted by the PZU SA Management Board and in force on the date of the insurance agreement, as made available in PZU SA's organizational units and on PZU SA's website.

8. When determining the degree (percentage) of permanent dismemberment the type of work or activities performed by the insured shall not be taken into consideration.
9. In the event of a loss of or damage to an organ or system whose functions prior to the insurable accident were already impeded as a result of an illness or accident, the degree (percentage) of permanent dismemberment shall be specified as the difference between the degree (percentage) of permanent dismemberment established for the condition of that organ or system after the insurable accident and the degree (percentage) of permanent dismemberment existing before the occurrence of the insurable accident covered by PZU SA's liability.
10. If more than one bodily injury occurs as a result of an insurable accident then the amount of benefit due to permanent dismemberment shall be the sum of due benefits for each bodily injury, however no more than the sum insured specified in the insurance agreement.

### § 9

1. The benefit on account of permanent dismemberment shall be paid out to the insured, and if the insured is a minor – to his/her statutory representative.
2. The benefit on account of the insured's death shall be paid out to the beneficiary, and if there is no beneficiary – to the following persons in the following order:
  - 1) spouse;
  - 2) children in equal parts, and if one of the children died before the insured's death, the share that would be due to that child shall be due to the remaining children in equal parts;
  - 3) parents in equal parts or entirely to one of them if the other parent died before the insured's death or only one of the parents is a guardian; if no parent is a guardian or if the parents are unknown and legal guardians have been appointed for the insured – to the legal guardians on the same terms as for the parents;
  - 4) natural persons entitled to inheritance according to the statutory inheritance principles in parts ascribed to them by the provisions of the Civil Code pertaining to statutory inheritance.

Disbursement of benefit to the person(s) from higher category shall preclude the disbursement of benefit to the person(s) from lower category (the highest category is in item 1).

3. The insured may name or change the beneficiary at any time.
4. If there is no beneficiary then out of the death benefit due PZU SA shall reimburse, within the sum insured, the documented costs of funeral to the person who incurred such costs, while such costs shall be covered only if they have not been covered by a different insurance or otherwise.
5. If PZU SA pays out a benefit for permanent dismemberment and then, within 12 months of the date of the insurable accident covered by PZU SA's liability the insured dies as a result of that insurable accident then PZU SA shall pay out a death benefit in the amount equal to the difference between the death benefit amount specified in the insurance agreement



and the benefit amount paid for permanent dismemberment.

6. In the event of the insured's death, which is not a consequence of an accident and before the insured receives a permanent dismemberment benefit, PZU SA shall pay out a permanent dismemberment benefit to the insured's heirs.

If permanent dismemberment is not determined before the insured's death then the probable degree of permanent dismemberment, determined by decision-making physicians indicated by PZU SA, shall be assumed, based on the submitted medical documentation.



## CLAUSE NO. 8 TO THE GTCI OF THE PZU VOYAGER THIRD PARTY LIABILITY (TPL) INSURANCE OF NATURAL PERSONS IN PRIVATE LIFE

Attachment no. 8 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Third Party Liability Insurance of Natural Persons in Private Life.

### § 2

The terms used in this Clause shall have the following meanings:

- 1) **private life activities** – activities concerning the private sphere, not associated with professional activity and not having any connection to performance of work duties, gainful employment or practical internship outside of school; private life activities shall not include performance of business activity, free trade, service, including honorary service in associations, unions, social or political organizations and volunteer work;
  - 2) **guaranteed amount** – an amount, specified in the insurance agreement, constituting an upper limit of PZU SA's liability under Third Party Liability (TPL) Insurance of Natural Persons in Private Life;
  - 3) **loss** – personal injury or material loss;
  - 4) **personal injury** – loss occurring as a result of death, bodily injury or health disorder, including lost benefits, which the injured party would achieve had he/she not suffered bodily injury or health disorder;
  - 5) **material loss** – loss occurring as a result of loss of, damage to or destruction of material things, including lost benefits, which the injured party would achieve had the loss, destruction or damage to material things not occurred.
- 2) caused by the insured to the policyholder or to his/her relatives;
  - 3) entailing the payment of the following financial receivables: financial penalties, liquidated damages, court fines, administrative fines, taxes or other public law receivables, excluding rental car deposits or deposits for rental of aircraft or watercraft with motor propulsion, in case of extension of liability referred to in item 13;
  - 4) caused in a state of inebriation or after consumption of alcohol or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of the insurable accident;
  - 5) resulting from performance of a profession or conduct of business activity;
  - 6) caused by any flying or floating vehicle or device with motor propulsion, operated by the insured or belonging to the insured, unless PZU SA's liability was extended to include the risk resulting from the practicing of high-risk sports or the risk resulting from competitive sport activity and the loss arose in connection with practicing of such sports;
  - 7) caused by any flying or floating vehicle or device with motor propulsion belonging to the insured;
  - 8) arising in consequence of acts of war, martial law, state of emergency or resulting from the insured's participation in strikes, riots, civil commotion, protests, road blockades, acts of terrorism or sabotage;
  - 9) covered by the system of mandatory insurance, which the insured is obligated to purchase;
  - 10) caused to the environment by pollution or caused to the stand of forests and parks;

## SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE

### § 3

1. The subject of insurance is the insured's third party liability if, during travel, in connection with performance or private life activities or possession of property used in performance or private life activities, the insured is obligated to remedy a personal injury or material loss caused to a third party as a result of tort (liability in tort).
  2. The insurance coverage shall include losses caused by the insured and by persons and animals accompanying him/her during travel and for whom the insured is responsible during such travel.
  3. The insurance coverage shall also include losses caused due to gross negligence.
  4. PZU SA shall provide insurance coverage within the limits of statutory liability of the persons referred to in sec. 2.
  5. The condition of PZU SA's liability shall be that the insurable accident occurs during the term of insurance and that the claim on that account is reported before the prescription date.
- 11) resulting from the interaction of nuclear energy, laser or maser beams, ionizing radiation, magnetic and electromagnetic field or radioactive contamination;
  - 12) consisting in destruction of, damage to, loss or theft of cash, gift certificates, works of art, jewelry, items made from precious metals or gems, securities, documents, data carriers, collections or archives, and objects of historical or unique nature;
  - 13) caused to property, including also any flying or floating vehicle or device with motor propulsion used by the insured by virtue of lease, leasehold, use, loan for use or leasing agreement or the agreement for performance of tourism services, unless PZU SA's liability was extended to include such losses for the payment of additional insurance premium, subject to sec. 2;
  - 14) arising in stored property;
  - 15) tied to the possession or use of firearms, pneumatic weapons or the ammunition for such weapons, unless the PZU SA's liability for losses arising with relation to the possession or use of firearms or pneumatic weapons during hunting for animals with the use of firearms or pneumatic weapons was extended for the payment of additional

## EXCLUSIONS OF PZU SA'S LIABILITY

### § 4

1. PZU SA shall not be liable for losses:
  - 1) caused intentionally;

- insurance premium as part of the increase of premium for practicing high-risk sports;
- 16) resulting from the practicing of high-risk sports, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
  - 17) resulting from recreational practicing of skiing or snowboarding on marked downhill trails, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
  - 18) resulting from competitive sport activity, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;
  - 19) caused by transmission of contagious diseases or infections of which the insured was aware or could have become aware had he/she acted with due diligence;
  - 20) related to breach of personal rights, other than those covered by the scope of personal injury claim;
  - 21) related to breach of intellectual property rights;
  - 22) caused by animals not undergoing the required vaccinations or preventive examinations;
  - 23) caused by animals in case where they were transported, carried or led in improperly secured devices used for the safety and protection of human life, health and property, of if they were transported, carried or led without the devices used for the safety and protection of human life, health and property;
  - 24) entailing an obligation to refund the costs of remuneration for a proxy representing the injured party;
  - 25) arising at home.
2. If PZU SA's liability is extended as per sec. 1 item 13, the insurance coverage shall not include the losses:
    - 1) consisting in loss of property for reasons other than destruction or damage;
    - 2) resulting from normal wear and tear of the property;
    - 3) if the insured did not have the valid license to drive the given vehicle or device in the given state, provided that this had an effect on the occurrence of the insurable accident.
  3. If PZU SA's liability is extended as per sec. 1 item 15, the insurance coverage shall not include the losses caused:
    - 1) as a result of improperly securing hunting firearms during transport;
    - 2) while hunting on farm areas and in crops;
    - 3) with the use of firearms for which the insured did not have any licenses or permits as required by the regulations.
  4. The fact of being in the state of inebriation, the state following consumption of alcohol, being under the influence of abusive substances, psychotropic substances or replacement drugs within the understanding of the regulations on counteracting drug addiction and the license to drive a vehicle shall be evaluated based on the regulations of the state where the insurable accident occurred.

## GUARANTEED AMOUNT

### § 5

1. The guaranteed amount shall be set in the insurance agreement in consultation with the policyholder.
2. The guaranteed amount shall be set per one insurable accident occurring during the term of insurance.
3. Under the guaranteed amount, PZU SA shall be obligated to:
  - 1) cover the costs referred to in § 23 sec. 3 of the GTCI;
  - 2) cover the costs of the fees of experts appointed by the insured or the injured party in consultation with PZU SA to establish the circumstances, causes and size of the loss;
  - 3) cover the following costs of defense in connection with claims for damages filed:
    - a) the necessary costs of defense in the court against a claim of an injured party or an entitled party in a dispute conducted in consultation with PZU SA,
    - b) the necessary court costs of defense in criminal proceedings if the proceedings are associated with determination of the insured's liability, provided that PZU SA has demanded that defense is appointed or

- has agreed to cover such costs,
  - c) costs of court proceedings, including mediation or amicable proceedings, and costs of administrative fees, if PZU SA has agreed to cover such costs.
4. Each disbursement of indemnity or coverage of costs referred to in sec. 3 shall result in reduction of the sum guaranteed by the amount disbursed.

## PROCEEDING IN CASE OF AN INSURABLE ACCIDENT

### § 6

1. In the event of an insurable accident, which may cause third party liability of the insured, the policyholder or the insured shall be obligated to:
  - 1) in the case of loss caused in the territory of a country other than Poland:
    - a) notify the PZU Emergency Center immediately of the insurable accident, however in no case later than within 7 days of the date of its occurrence, and follow the PZU Emergency Center's recommendations,
    - b) allow the PZU Emergency Center to perform the activities necessary to establish the circumstances in which the loss occurred, and whether the claim and its amount are justified,
    - c) do not enter into any arrangements in relation to that liability without the acceptance of the PZU Emergency Center,
    - d) if proceedings to repair the loss are initiated against the insured – notify the PZU Emergency Center of this fact immediately, however not later than within 7 days from receiving the copy of the statement of claim, in order to discuss with PZU SA the further course of action,
    - e) deliver to the PZU Emergency Center, immediately upon receipt, each and every summons, copy of the statement of claim and other court documents sent or delivered to the insured,
    - f) deliver the court ruling to the PZU Emergency Center by the date that would allow it to make a decision on whether or not it should be appealed;
  - 2) in the case of a loss caused in Poland:
    - a) notify PZU SA of the insurable accident within 7 days of becoming aware of the injured party's claims for damages, and follow PZU SA's instructions,
    - b) provide PZU SA with any explanations, deliver the evidence, available to it, necessary to establish the circumstances of the insurable accident and the extent of loss, and facilitate the clarification proceedings,
    - c) if proceedings to repair the loss are initiated against the insured – notify PZU SA of this fact immediately, however not later than within 7 days from receiving the copy of the statement of claim, in order to discuss with PZU SA the further course of action,
    - d) deliver to PZU SA the court ruling by the date that would allow it to make a decision on whether or not it should be appealed.
2. If PZU SA's liability is extended as per sec. 1 item 13, the insured shall be obligated to document the emergence of the loss by making a photograph of the damaged or destroyed property and describe the extent of the loss in detail.
3. If PZU SA's liability is extended as per sec. 1 item 15 then regardless of the duties referred to in sec. 2, the insured shall be obligated to submit a copy of the relevant agreement authorizing it to use that equipment along with the information on the manner of repairing the loss.
 

If the loss involved any third parties (collision with another vehicle or striking a pedestrian), the insured shall be obligated to report this fact to local Police and present PZU SA with confirmation for reporting this fact.
4. If the obligation to notify PZU SA about the insurable accident by the deadline specified in sec. 1 item 1a or item 2a is not fulfilled due to willful misconduct or gross negligence and such failure has exacerbated the loss or prevented PZU SA from determining the circumstances and consequences of the insurable accident then PZU SA may reduce the indemnity accordingly.
5. There shall be no consequences of a failure to notify PZU SA of



the occurrence of the insurable accident if PZU SA receives the notification on the circumstances, which should have been notified to it by the deadline set forth in sec. 1 item 1a or item 2a.

6. If the insured satisfies or acknowledges the claim for damages covered under insurance and PZU SA has not expressed its prior consent for this, this shall not evoke legal consequences to PZU SA.

#### **DETERMINATION AND PAYMENT OF INDEMNITY**

##### **§ 7**

1. Indemnity shall be paid out after the insured's liability for the loss is established.
2. If the injured party is eligible to receive one-time benefits as well as annuities on account of the indemnity, PZU SA shall satisfy them from the mandatory guaranteed amount in the following sequence:
  - 1) one-time benefits;



## CLAUSE NO. 9 TO THE GTCI OF THE PZU VOYAGER TRAVEL LUGGAGE INSURANCE

Attachment no. 9 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### § 1

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the travel luggage insurance.

### § 2

The terms used in this Clause shall have the following meanings:

- 1) **portable electronic equipment** – notebook, palmtop, mobile phone, tablet, camera, camcorder;
  - 2) **professional carrier** – an entrepreneur holding the permits required by law, which enable commercial transport of persons by means of transport;
  - 3) **degree of technical wear and tear** – measure of loss of value of the insured luggage resulting from its in-use period, the durability of used materials and the manner of usage;
  - 4) **percentage deductible** – amount, stated as percent of the sum insured, which decreases the value of the indemnity and constitutes the insured's own risk;
  - 5) **actual value** – new value less the degree of technical wear and tear.
- 2) loss of the entire travel luggage or suitcase, bag, briefcase, backpack or similar item comprising the luggage and all of its contents in the case referred to in sec. 1 item 1, subject to sec. 4;
  - 3) loss of, damage to or destruction of sports equipment, accessories and specialist clothing for practicing the given sports discipline, as a result of accident, confirmed with medical documentation, which occurred during its usage, on the condition that PZU SA's liability was extended to include such items for the payment of additional insurance premium.
  4. In the case of loss entailing only the loss of travel luggage entrusted to a professional carrier or in the circumstances referred to in sec. 3 item 1g:
    - 1) PZU SA's liability for losses entailing the loss of portable electronic equipment shall be excluded;
    - 2) a 20% percentage deductible constituting the insured's own share in the loss shall apply.

### § 4

1. In the case of documented delay in delivery of the insured travel luggage to the location of the insured's stay during his/her travel outside Poland and outside the country of permanent residence or the country of residence by at least 24 hours from the planned delivery time, PZU SA shall cover the costs, documented by payment receipts, incurred for the purchase of necessities (clothes, toiletries) up to the amount of PLN 500 within the limits of the sum insured. Such refund shall be due only for purchases made before the time of delivery of the travel luggage.
2. If the insured's travel luggage, entrusted to a professional carrier, did not reach the insured's location of stay on time, the PZU Emergency Center shall organize assistance in the recovery and re-dispatch of the travel luggage, and it shall cover the costs of dispatching the travel luggage to the location of the insured's stay, within the limits of the sum insured.

## SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE

### § 3

1. The insurance shall cover the insured's travel luggage during the insured's travel, which is under his/her direct care or which was:
  - 1) entrusted to a professional carrier on the basis of an appropriate carriage document;
  - 2) left in a luggage storage against a receipt;
  - 3) left in a locked individual luggage cubicle at a station (railway station, bus station, airport) or at a hotel;
  - 4) left in a locked car trunk (including a roof rack), provided that the car was left in a guarded parking lot, which is confirmed with the relevant document;
  - 5) left in a locked room occupied by the insured at the location of accommodation (with the exception of a tent).
2. PZU SA's liability shall include insurable accidents which occurred during the term of insurance and during the insured's travel.
3. The insurance shall cover the losses entailing:
  - 1) the loss, destruction of or damage to the travel luggage which occurred:
    - a) as a result of an act of God,
    - b) as a result of a rescue action conducted in connection with an act of God referred to in sub-item a,
    - c) as a result of any accident in road, water or air transport,
    - d) as a result of theft in the case referred to in sec. 1 item 2,
    - e) as a result of theft with burglary in the case referred to in sec. 1 item 3–5,
  - f) due to robbery,
  - g) in circumstances where the insured was unable to take care of his/her travel luggage due to an accident, sudden illness or sudden worsening of the insured's health condition, confirmed with a medical certificate, subject to item 3;

## EXCLUSIONS OF PZU SA'S LIABILITY

### § 5

1. PZU SA shall not be liable for losses:
  - 1) not exceeding the equivalent of PLN 50;
  - 2) caused deliberately by the insured;
  - 3) caused deliberately by a person for whom the insured is liable or with whom the insured remains in a joint household;
  - 4) which constitute the insured's lost profits;
  - 5) caused to sports equipment during its usage, subject to § 3 sec. 3 item 3;
  - 6) tied to delay in delivery of travel luggage during the insured's travel in Poland and after the insured's return to Poland or to the country of permanent residence or the country of residence;
  - 7) caused by acts of terrorism, acts of war, martial law or state of emergency which occurred or may occur in the territories of the countries located in the regions of the world threatened with such acts, unless PZU SA's liability was extended to include such coverage for the payment of additional insurance premium;

- 8) caused by riots, civil commotion or hostile acts;
  - 9) caused due to radioactive and ionizing radiation;
  - 10) caused during the move of the insured;
  - 11) caused to items left unattended, subject to § 3 sec. 3 item 1g;
  - 12) resulting from confiscation, seizure or destruction by customs authorities or other state authorities;
  - 13) caused by theft without burglary, subject to § 3 sec. 3 item 1d;
  - 14) caused due to use of double keys;
  - 15) caused to vehicle accessories which may be covered under MOD insurance;
  - 16) resulting from a defect of the insured object or its normal wear and tear, the spilling of liquids, greases, dyes or corrosive substances located in the insured travel luggage;
  - 17) caused to breakable objects made of clay, glass, ceramic, china, marble, gypsum;
  - 18) entailing only the damage to or destruction of suitcases, travel bags, briefcases, backpacks or similar objects used to transport the travel luggage, or involving the damage to or destruction of suitcases, travel bags, briefcases, backpacks or similar objects used to transport the travel luggage together with damage to or destruction of the travel luggage referred to in sec. 2;
  - 19) caused to electrical apparatuses and equipment due to action of electric current during usage, unless the electric current caused a fire.
2. In addition, PZU SA shall not be liable for the loss, destruction of or damage to the following travel luggage:
- 1) documents, keys, payment means, tickets, gift certificates, savings booklets and securities;
  - 2) means of transport, with the exception of baby carriages, wheelchairs and bicycles;
  - 3) pontoons, sailboats, rowboats, motor boats, kayaks, paddle boats;
  - 4) furs, watches, objects and jewelry made of silver, gold, platinum and other group 10 elements, gemstones, synthetic stones, precious organic substances (pearls, amber, corals);
  - 5) items with scientific or artistic value, works of art, antiques, collections;
  - 6) car accessories and equipment of vehicles such as camping vans or caravans, yachts, and fuel;
  - 7) electronic equipment other than portable electronic equipment;
  - 8) software, cassette tapes, CDs, data carriers, video games and video game accessories, books;
  - 9) weapons of any kind and hunting trophies;
  - 10) objects in quantities suggesting their commercial use;
  - 11) medical equipment, medications, eyewear of all types and designations, contact lenses, prostheses and other medical devices as well as rehabilitation equipment;
  - 12) resettlement property;
  - 13) foodstuffs and any types of stimulants;
  - 14) hygiene products, cosmetics.

## SUM INSURED

### § 6

1. The sum insured shall be set in the insurance agreement in consultation with the policyholder.
2. The sum insured shall constitute the upper limit of PZU SA's liability and shall be set for all insurable accidents occurring during the term of insurance.
3. PZU SA shall pay out the indemnity in the amount corresponding to the actual amount of loss, however not exceeding the sum insured defined in the insurance agreement, subject to sec. 4.

4. Each payment of indemnity or costs referred to in § 23 sec. 3 of the GTCI, and the costs referred to in § 4, shall result in reduction of the sum insured by the amount paid out.

## PROCEDURE IN THE EVENT OF OCCURRENCE OF A LOSS

### § 7

1. The policyholder or the insured shall be obligated to notify PZU SA of the loss immediately, but no later than within 7 days from obtaining information of it, and in the case of loss occurring outside of Poland or the country of permanent residence or the country of residence, no later than within 7 days from return to Poland, to the country of permanent residence or the country of residence.
2. If the obligation mentioned in sec. 1 is not fulfilled due to willful misconduct or gross negligence then PZU SA may reduce the benefit accordingly if such a failure has contributed to exacerbation of the damage or has prevented PZU SA from determining the circumstances and consequences of the insurable accident.
3. There shall be no consequences of a failure to notify PZU SA of the occurrence of the insurable accident if PZU SA receives the notification on the circumstances which should have been notified to it by the deadline set forth in sec. 1.
4. In case of a loss, the policyholder or the insured shall be obligated to:
  - 1) provide explanations and assistance to the PZU SA representative to obtain the information related to the circumstances of the insurable accident, the circumstances in which the loss emerged, the affected object and the amount of the loss;
  - 2) prove the fact of occurrence of an insurable accident covered by PZU SA's liability;
  - 3) in the case of theft, theft with burglary or robbery, immediately notify the local Police of such fact, and state the type and quantities of lost property and its value and obtain a written confirmation of such notification;
  - 4) immediately notify the relevant carrier of each loss in travel luggage entrusted for transportation and obtain a written confirmation of such notification;
  - 5) immediately notify the management of the hotel, pension, camping site or other location of accommodation of each loss that arose at the location of accommodation or in other premises under their care, and obtain a written confirmation of such notification;
  - 6) in case of loss, destruction of or damage to travel luggage due to an act of God or a rescue action – obtain a written confirmation of the loss from the relevant authorities, including a list of the lost items;
  - 7) submit to PZU SA, no later than within 7 days from the end of the travel, the list of lost or damaged items together with statement of their value, year of their purchase and the documents and explanations regarding the circumstances, nature and extent of the loss, and in case of loss of or damage to luggage by the carrier, also include the ticket.
5. In the case of delay in delivery of the travel luggage referred to in § 4 sec. 1, the insured shall be obligated to report this fact to the carrier and to obtain from the carrier the documents confirming the delay and the time of travel luggage delivery by the carrier to the destination or the place of the insured's stay.
6. In order to obtain assistance with the recovery and re-dispatch of the travel luggage, the insured shall be obligated to contact the PZU Emergency Center and provide information necessary to establish the location where the travel luggage may be.

## CALCULATION OF INDEMNITY

### § 8

1. In order to prove the occurrence of the loss, the Insured shall

be obligated to submit:

- 1) documents confirming the loss, destruction or of damage to the travel luggage;
  - 2) confirmation that the carrier lost the travel luggage, and confirmation for filing the claim against the carrier on that account;
  - 3) receipt showing that the luggage was entrusted to a professional carrier or stored in a luggage room;
  - 4) proof of payment for guarded parking lot;
  - 5) medical documentation confirming the circumstances referred to in § 3 sec. 3 item 1g;
  - 6) medical documentation regarding the accident referred to in § 3 sec. 3 item 1g;
  - 7) documents confirming the delay in delivery of the travel luggage, and bills containing specification of personal necessities purchased because of the delay in delivery of the travel luggage.
2. Indemnity amount shall be determined on the basis of the value of the object affected by the loss, documented by the insured or, in the absence of such documentation, the average retail price of an object of the same or similar type and sort, commercially available in Poland as at the date of the loss.
3. The degree of technical wear and tear of the object affected by the loss, stated as percent, shall be deducted from the value of the loss determined according to the rules set forth in sec. 2.
4. The value of indemnity according to costs of repair shall be established according to the extent of actual damage caused by the insurable accident, on the basis of average price of a given service or on the basis of the bill for the costs of repair. The costs resulting from the lack of spare parts or materials necessary to restore the condition of the item from before the loss shall not be taken into account when calculating the indemnity due. The amount of loss determined according to repair costs may not exceed the actual value of the insured object.
5. The scientific, collectible, historic, amateur (hobby) or souvenir value shall not be taken into consideration when determining the amount of the loss.
6. If, before receiving the indemnity, the insured recovered his/her stolen property in an undamaged condition, PZU SA shall return only the necessary costs associated with recovering the property, however up to the maximum amount that would be paid for such item as an indemnity if that item were not recovered. If the insured recovers his/her lost property after the indemnity was paid out, he/she shall be obligated to refund the indemnity paid for those items to PZU SA or surrender these items to PZU SA.
7. If the insured received the indemnity from a third party obligated to repair the loss, PZU SA shall reduce the due indemnity by the amount received by the insured.



## **CLAUSE NO. 10 TO THE GTCI OF THE PZU VOYAGER RESIDENT'S INSURANCE**

Attachment no. 10 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### **§ 1**

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall be extended to include the Resident's insurance.

### **§ 2**

The term **resident** used in this Clause shall be understood as the person residing in a country other than the country of his/her permanent residence for more than one year, and such stay is an uninterrupted stay, i.e. during such stay, none of the interruptions is longer than 6 months, such country being the center of such person's professional and personal life and such person intends to temporarily stay in that country for no more than 5 years.

### **§ 3**

Subject to § 4, the insurance agreement may cover the Resident's insurance only if the basic insurance

is not extended to include the risks specified in Clauses No. 7–9.

### **§ 4**

1. Under Resident's insurance, the medical assistance referred to in § 25 of the GTCI shall be due until the moment of completion of the insured's treatment in the country of residence.
2. Transport of the insured, mentioned in § 26 item 1 of the GTCI, to the country of permanent residence shall be provided only if the insured resigns from treatment in the country of residence.
3. Other provisions of § 25 and § 26 of the GTCI shall apply without any changes.

### **§ 5**

Provisions of § 30 sec. 1 item 1 and 13 of the GTCI shall not apply to the Resident's insurance provided that they pertain to treatment covered by insurance.



## **CLAUSE NO. 11 TO THE GTCI OF THE PZU VOYAGER – INSURANCE OF THE COSTS OF CANCELLING PARTICIPATION OR SHORTENING PARTICIPATION IN ORGANIZED LEISURE**

Attachment no. 11 to the GTCI of PZU Voyager introduced by resolution no. UZ/297/2015 adopted by the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna on 28 September 2015 and resolution no. UZ/393/2015 of 17 December 2015.

### **§ 1**

Without prejudice to other provisions of the GTCI unaffected by this Clause and on the condition that the policyholder pays additional insurance premium, the PZU Voyager insurance shall cover the costs of cancelling participation or shortening participation in organized leisure.

### **§ 2**

The terms used in this Clause shall have the following meanings:

- 1) **team-building event** – an outing for the purpose of leisure or training, organized for a group of employees;
- 2) **travel partner** – a person who booked the travel together with the insured and whose personal data are included on the same booking document or in the agreement signed with the organizer of leisure.

## **SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE**

### **§ 3**

1. The insurance shall cover the risk of the participant's cancelling of participation or shortening of participation in organized leisure because of:
  - 1) an accident, sudden illness, aggravation or complication of a chronic illness, confirmed with a medical certificate, making it impossible for the insured or his/her travel partner to leave for or to continue participation in organized leisure, or death of the insured or his/her travel partner;
  - 2) sudden illness, accident, aggravation or complication of a chronic illness of a relative of the insured or a relative of his/her travel partner, confirmed with a medical certificate, requiring the presence and permanent care provided to such person by the insured or his/her travel partner, or death of a relative;
  - 3) burglary at the place of residence of the insured or his/her travel partner, provided that the legal and administrative actions to be performed unconditionally require the insured or his/her travel partner to be present in person;
  - 4) loss at the place of residence of the insured or his/her travel partner, caused by an act of God, provided that the legal and administrative actions to be performed unconditionally require the insured or his/her travel partner to be present in person;
  - 5) the insured or his/her travel partner being unconditionally summoned by the administrative authorities of Poland or the country of permanent residence, with the exception of summons issued by military authorities;
  - 6) documented theft or loss of documents necessary for travel (e.g. ID card, passport, entry visa, driver's license), provided that the theft occurred within 7 days preceding the departure for the organized leisure and was reported to the relevant authorities.
2. The insurance shall cover refund of costs incurred by the insured with relation to his/her cancellation of participation in organized leisure, or with relation to shortening such participation.

The insurance shall also cover the refund of costs of cancelling airline tickets for domestic and international flights, and a coach and ferry ticket for international travel purchased in Poland for travels tied to the insured's participation in

organized leisure in case where the cost of such ticket is not included in the price of organized leisure.

The insurance shall not cover the costs of obtaining entry visa and the handling fee charged by the organizer of leisure.

3. In case of individual and family insurance agreement, the insurance coverage referred to in sec. 2 shall apply to all the insureds who cancel or shorten their participation in organized leisure, even if the premises referred to in sec. 1 items 1–6 apply only to one of them.
4. Chapter II of the GTCI shall not apply to insurance of the costs of cancelling participation or shortening participation in organized leisure.

## **EXCLUSIONS OF PZU SA'S LIABILITY**

### **§ 4**

1. PZU SA shall not be liable for the costs of cancelling participation or shortening participation in organized leisure arising out of causes mentioned in § 3 if they result from:
  - 1) chronic illnesses, with the reservation that PZU SA shall be liable for aggravations or complications of a chronic illness;
  - 2) pregnancy and all its consequences and complications, termination of pregnancy, childbirth, miscarriage;
  - 3) crime committed or attempted by the insured or his/her travel partner, or suicide or suicidal attempt,
  - 4) actions committed deliberately by the insured or his/her travel partner;
  - 5) mental and behavioral disorders, including neuroses of the insured or his/her travel partner;
  - 6) an accident that occurred while the insured or his/her travel partner drove a motor vehicle or another vehicle without a valid license, or while being in a state of inebriation or after consumption of alcohol or under the influence of abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction, unless that had no effect on the occurrence of that accident;
  - 7) consumption of alcohol, abusive substances, psychotropic substances or replacement drugs as defined by regulations on counteracting drug addiction by the insured or his/her travel partner;
  - 8) lack of vaccinations or inability to perform vaccinations as well as the inability, due to medical reasons, to undergo preventive procedures required before travelling to certain countries;
  - 9) acts of terrorism, acts of war, martial law or state of emergency which occur or may occur on the territory of the countries located in the regions of the world at risk of such acts;
  - 10) riots, civil commotion, social unrest, hostile acts or sabotage;

- 11) participation in bets or in physical altercations, with the exception of acting in self-defense;
  - 12) radioactive radiation, epidemics or environmental pollution.
2. The fact of being in the state of inebriation or after consumption of alcohol, or the fact of being under the influence of abusive substances, psychotropic substances or replacement drugs within the understanding of the regulations on counteracting drug addiction, as well as the driver's authorization to drive the motor vehicle shall be evaluated on the basis of the law of the state in which the insurable accident occurred.

h) document issued by the carrier confirming the ticket cancellation and the amount of costs incurred by the insured with relation to such cancellation.

2. In the case of shortening of participation in organized leisure, the policyholder or the insured shall be obligated to:
  - 1) no later than within 7 days from the date of return from the trip – deliver to PZU SA the documentation confirming the need to shorten participation in organized leisure, as per sec. 1 sub-items d–g, and the agreement for participation in organized leisure, including proof of making the payment for that leisure, plus documentation confirming the earlier return;
  - 2) submit receipts and proofs of payment for return transport in case where the cost of transport was included in the price of organized leisure.
3. If the obligation to notify PZU SA about the insurable accident by the deadline specified in sec. 1 item 1 and sec. 2 item 1 is not fulfilled due to willful misconduct or gross negligence and such failure has exacerbated the loss or prevented PZU SA from determining the circumstances and consequences of the accident then PZU SA may reduce the benefit accordingly.  
There shall be no consequences of a failure to notify PZU SA of the occurrence of the accident if PZU SA receives the notification on the circumstances which should have been notified to it by the deadline set forth in sec. 1 item 1 and sec. 2 item 1.

## SUM INSURED

### § 5

1. The sum insured shall be equal to the price of organized leisure specified in the agreement concluded with the organizer of leisure.
2. The sum insured referred to in sec. 1 shall apply jointly to all the persons mentioned in the insurance document for the insurance of the costs of cancelling participation or shortening participation in organized leisure.
3. Refund of costs of cancelling the ticket shall be due over and above the sum insured, in the amount corresponding to costs incurred on that account, but not more than up to PLN 1,000 per person.

## PROCEEDING IN CASE OF AN INSURABLE ACCIDENT

### § 6

1. In the case of cancellation of participation in organized leisure, the policyholder or the insured shall be obligated to:
  - 1) notify the leisure organizer of the insurable accident resulting in resignation from participation immediately after becoming aware of it, however no later than within 3 business days from the occurrence of that accident;
  - 2) deliver the following to PZU SA no later than within 7 days from the date of informing the leisure organizer:
    - a) the agreement for participation in organized leisure, including proof for making the payment for such leisure,
    - b) statement on submitted resignation from participation in organized leisure, confirmed by the leisure organizer,
    - c) calculation of the costs of resignation prepared by the leisure organizer,
    - d) medical documentation in the case where the resignation is due to an accident or sudden illness of the insured or his/her travel partner, or a relative of the insured or his/her travel partner,
    - e) a copy of death certificate (for inspection) in the case where the resignation is due to death of a relative, the insured or his/her travel partner,
    - f) certificate from the Police confirming the occurrence of loss in property or the notification of loss of necessary travel documents in the case where the reason for resignation is a loss occurring as a result of burglary into the home of the insured or his/her travel partner, or the loss of documents necessary for travel,
    - g) a certificate from the local authorities confirming the occurrence of acts of God where the reason for resignation is a loss occurring at the place of residence of the insured or his/her travel partner in the case referred to in § 3 sec. 1 item 4,

## CALCULATION AND PAYMENT OF BENEFIT

### § 7

1. The cost of canceling participation in organized leisure shall be defined solely as the fees provided for in the agreement concluded with the organizer of leisure, and incurred with relation to such cancellation. Additional costs not covered by the aforementioned agreement shall be excluded from PZU SA's liability.
2. The costs of cancelling the tickets shall be defined as the costs which are charged to the insured by the carrier in the case of cancelling tickets due to the insured's cancellation of participation in organized leisure for reasons described in § 3.

### § 8

1. The costs of shortening participation in organized leisure shall be defined as the costs of unused benefits specified in the agreement concluded with the organizer of leisure, and the additional costs of transport.
2. The amount of indemnity for unused benefits shall be defined as the percentage of price paid for the organized leisure, being the ratio of the number of days following the day of cancellation of participation to the total number of days of organized leisure specified in the agreement concluded with the organizer of leisure, with the reservation that the amount of indemnity may not be higher than the sum insured.
3. The costs of the insured's return travel from the organized leisure shall be covered or refunded only in the case where return travel by the given means of transport was included in the agreement concluded with the organizer of leisure.
4. The costs referred to in sec. 3 shall be refunded up to the level of actually incurred additional costs, however not more than up to the amount which is the equivalent of the price of return ticket by the same means of transport that was included in the price of organized leisure.

