



## GENERAL TERMS AND CONDITIONS OF INSURANCE – PZU Wojażer

determined by Resolution No. UZ/109/2022 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 20 April 2022.

The following content of PZU Wojażer's general terms and conditions of insurance in English is for information purposes only and is a translation of PZU Wojażer's general terms and conditions of insurance established by resolution No. UZ/109/2022 of 20 April 2022. of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna. In the case of interpretative discrepancies between the general terms and conditions of insurance of PZU Wojażer in the Polish language and the following translation of these general terms and conditions of insurance into English, the provision of the general terms and conditions of insurance of PZU Wojażer in the Polish language shall prevail. PZU SA concludes insurance contracts of PZU Wojażer only with the application of PZU Wojażer general terms and conditions of insurance in the Polish language.

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Information referred to in Article 17.1 of the Act on insurance and reinsurance activity:

Type of information	Number of the unit editing the template of the agreement
Reasons for the payment of compensation and other benefits	<p>GTCI – Common provisions: § 1 (8), § 2, § 3, § 4, § 10, § 11, § 13, § 21, § 22, § 23 (1) and (3), § 24 (3);</p> <p>GTCI – medical expenses insurance and assistance Basic Package: § 25, § 26, § 27, § 28, § 29, § 31 (1)–(5);</p> <p>Appendices to the GTCI:</p> <p>Clause No. 1 – Assistance insurance Extended Package: § 2 and § 3</p> <p>Clause No. 2 – Assistance insurance Family Package: § 2 and § 3</p> <p>Clause No. 3 – Assistance insurance Child/Dependent person Package: § 2 and § 3</p> <p>Clause No. 4 – Assistance insurance Business Package: § 2 and § 3</p> <p>Clause No. 5 – Assistance insurance Sport Package: § 2 and § 3</p> <p>Clause No. 6 – Assistance insurance Cyclist Package: § 2, § 3, § 5</p> <p>Clause No. 7 – Accident insurance (NNW): § 2, § 3, § 5, § 6, § 7, § 8, § 9</p> <p>Clause No. 8 – Civil liability insurance of a natural person in private life (OC): § 2, § 3, § 5, § 6 (1)–(3), (5) sf (7), § 7</p> <p>Clause No. 9 – Luggage insurance: § 2, § 3, § 4, § 6, § 7 (1), 3–6, § 8</p>

Type of information	Number of the unit editing the template of the agreement
	<p>Clause No. 10 – Resident insurance: § 2, § 3, § 4, § 5</p> <p>Clause No. 11 – Insurance against continuation of medical treatment after trip: § 1 (2), § 2, § 3, § 4 and appendix to the clause</p> <p>Clause No. 12 – Insurance against resignation from or shortening of participation in package holiday: § 2, § 3, § 5, § 6 (1) and (2), § 7, § 8</p>
<p>Limitation and exclusion of the insurance company's liability, on the basis of which the payment of compensation or other benefits may be refused or reduced</p>	<p>GTCI – Common provisions: § 1 (4) and (8), § 2, § 10, § 11, § 13 (1), § 14 (1), § 19 (2), § 21, § 22, § 23 (2) and (3), § 24 (4) and (5)</p> <p>GTCI – medical expenses insurance and assistance insurance Basic Package: § 25, § 26, § 27, § 28, § 29, § 30, § 31 (3), (4) and (6)</p> <p>Appendices to the GTCI:</p> <p>Clause No. 1 – Assistance insurance Extended Package: § 2 and § 3</p> <p>Clause No. 2 – Assistance insurance Family Package: § 2 and § 3</p> <p>Clause No. 3 – Assistance insurance Child/Dependent person Package: § 2 and § 3</p> <p>Clause No. 4 – Assistance insurance Business Package: § 2 and § 3</p> <p>Clause No. 5 – Assistance insurance Sport Package: § 2 and § 3</p> <p>Clause No. 6 – Assistance insurance Cyclist Package: § 2, § 3, § 4</p>

Type of information	Number of the unit editing the template of the agreement
	<p>Clause No. 7 – Accident insurance (NNW): § 2, § 3 (2) and (3), § 4, § 5, § 6 (2), § 8, § 9 (4)–(6)</p> <p>Clause No. 8 – Civil liability insurance of a natural person in private life (OC): § 2, § 3 (3)–(5), § 4, § 5 (2) and (4), § 6 (4) and (6)</p> <p>Clause No. 9 – Luggage insurance: § 2, § 3 (2)–(4), § 4, § 5, § 6 (2)–(4), § 7 (2), § 8 (2)–(7)</p> <p>Clause No. 10 – Resident insurance: § 2, § 4, § 5</p> <p>Clause No. 11 – Insurance against continuation of medical treatment after trip: § 2, § 3, § 4 and appendix to the clause</p> <p>Clause No. 12 – Insurance against resignation from or shortening of participation in package holiday: § 2, § 3, § 4, § 5 (2), § 6 (3), § 7, § 8 (2)–(4)</p>

§ 1

1. The General Terms and Conditions of PZU Wojażer insurance, hereinafter referred to as "GTC," apply to insurance agreements concluded by Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as "PZU SA," with natural persons, legal persons and organizational units which are not legal persons.
2. Pursuant to these General Conditions and within the scope set out in the insurance agreement, PZU SA provides insurance coverage in the event of an insurance accident defined in these General Conditions occurring during the travel of the Insured, and in the period of insurance defined in these GTC:
  - 1) on the territory of the Republic of Poland in connection with travel within the territory of the Republic of Poland:
    - a) Polish citizens who permanently reside in the Republic of Poland – only when travelling for the purpose of organised holidays,
    - b) foreigners who permanently reside in the Republic of Poland – only when travelling in order to participate in organised holidays,
    - c) Polish citizens who permanently reside outside of the Republic of Poland, who do not permanently reside in the Republic of Poland – during their travel within the territory of the Republic of Poland for any purpose,
    - d) foreigners who do not permanently reside in the Republic of Poland – during their travel for any purpose within the territory of Poland, subject to item 3
  - or
  - 2) outside the territory of the Republic of Poland in connection with travels outside the territory of the Republic of Poland:
    - a) Polish citizens who permanently reside in the Republic of Poland – during their travel for any purpose outside the borders of the Republic of Poland,
    - b) foreigners who permanently reside in the Republic of Poland – during their travels for any purpose outside the borders of Poland
  - or
  - 3) on the territory of the Republic of Poland and on the territory of Schengen States – to foreigners who apply for Polish visas – in connection with travels to countries within the Schengen area.
3. The insurance agreement cannot be executed in the cases specified below:
  - 1) if the Insured travels to his or her place of permanent residence, subject to section 2 item 1(a) and (b);
  - 2) the Insured intends to permanently reside in the destination of the travel;
  - 3) the country of travel destination is the country of residence of the Insured, unless the scope of cover was extended under Clause No. 10 – Resident's insurance;
  - 4) the purpose of the Insured's travel is scheduled treatment or diagnosis.
4. In the event of contraindications against the Insured's travel for health reasons, the insurance agreement only covers the costs of medical treatment and the costs of assistance services for insured accidents which have occurred without relation to the existing contraindications.
5. The GTC shall also apply to insurance agreements concluded through remote communication pursuant to the applicable legal regulations.
6. Additional or deviating provisions may be introduced into the insurance agreement upon agreement with the Policyholder. In the event of introducing any additional or deviating provisions into the insurance agreement, the GTC shall apply in the scope not regulated by these provisions.
7. PZU SA is bound by an obligation to provide the Policyholder with the difference between the contents of the insurance agreement and the GTC in writing prior to the conclusion of the insurance agreement. In the event of a failure to fulfil this obligation, PZU SA does not have the right to claim a difference that might put the Policyholder or the Insured at a disadvantage. This provision does not apply to insurance agreements concluded through negotiation.

8. In matters not regulated in these GTC or in the insurance agreement, the insurance agreement shall be governed by relevant provisions of the Civil Code and other applicable provisions of the Polish law.

DEFINITIONS

§ 2

The terms used in the GTC and the Clauses included in the insurance agreement shall be interpreted in the following manner:

- 1) **acts of terrorism** – individual or group actions directed against the population or property, aiming at creating chaos, intimidation of the general public, disorganisation of public life, public transport, services or production facilities – for the purpose of achieving economic, political or social effects;
- 2) **travel baggage** – objects belonging to the Insured, entrusted to him or her by the employer or borrowed by the Insured from a sport, social, club or other entity (borrowing must be documented), brought from home by the Insurance and carried or transported during the Insured's travel; travel baggage must also include items purchased by the Insured during the travel and carried or transported during subsequent travel or on the return travel home; in the case of suitcases, bags, satchels, rucksacks and similar articles, travel baggage shall include such articles along with their contents;
- 3) **brawl** – a physical altercation involving three or more persons, each acting in a double capacity – as the assailant and attacker;
- 4) **Assistance Centre** – emergency call centre operating on behalf of PZU SA, providing assistance services defined in the GTC; the centre is open 24/7; the Insured or a person acting on his or her behalf is obliged to report the occurrence of an insurance accident to the Assistance Centre in order to obtain the assistance specified in the insurance agreement; telephone number of the Assistance Centre is stated in the insurance document in the case of insurance agreements concluded by means of distance communication, the telephone number of the Assistance Centre is also communicated electronically; the Assistance Centre does not operate as an ambulance service; a medical condition requiring the intervention of an ambulance service should be reported directly to the local emergency telephone number;
- 5) **one-day surgery** – a surgical procedure performed by a qualified team of medical doctors and nurses in a medical facility authorized for this type of activity, as a one-day treatment, without hospitalization of the Insured;
- 6) **chronic disease** – a disease diagnosed prior to the conclusion of the insurance agreement, with a long-term duration, usually lasting for months or years, with which the insured was ill on the day of concluding the insurance agreement and of which he/ she had knowledge, regardless of whether the chronic disease required medical intervention or not;
- 7) **a foreign national** – a person who does not have Polish citizenship; a foreign national who is a citizen of two or more countries shall be treated as a national of the country whose travel document were used for entry into the territory of the Republic of Poland;
- 8) **torrential rain** – rain with a coefficient of at least 4 as defined by the Polish Institute of Meteorology and Water Management, hereinafter referred to as "IMGIW-PIB" (and outside the borders of the Republic of Poland by relevant institutions); in the event that it is not possible to obtain relevant information from IMGIW-PIB, the occurrence of torrential rain is determined on the basis of the actual state and extent of damage in the place of its origin or in its immediate vicinity;
- 9) **insurance document** – policy, card, certificate or other confirmation of the conclusion of an insurance agreement; a single insurance document may confirm the conclusion of more than one individual insurance agreement;
- 10) **home** – the place where an individual resides with the intention of permanent residence, which is the centre of that individual's daily life and where his or her life plans are centred
- 11) **hostilities** – actions of armed forces aimed at breaking down enemy forces on land, in the air or at sea;

- 12) **explosion** – a sudden change in the equilibrium of a system with the simultaneous escape of gases, dust or vapours caused by their propagation characteristics;  
in respect of pressure vessels and other such receptacles, the condition for considering the damage to have been caused by an explosion is that the walls of such vessels and receptacles have been torn to such an extent that, as a result of the escape of gases, dust, vapours or liquids, there has been a sudden equalisation of pressure; damage caused by implosion, consisting in damage to a vessel or a vacuum apparatus by external pressure, shall also be considered to have been caused by an explosion;
- 13) **hail** – atmospheric precipitation consisting of lumps of ice;
- 14) **hospitalization** – the Insured's stay in hospital as a result of an insurance accident lasting continuously for more than one day and connected with treatment of conditions arising as a result of an insurance accident which cannot be treated on an outpatient basis;
- 15) **hurricane** – a wind with speed not lower than 17.5 m/s, as determined by the Institute of Meteorology and Water Management (or other relevant authorities outside of the Republic of Poland), which causes mass damage; if it is not possible to obtain an opinion of the Institute of Meteorology and Water Management, the occurrence of a hurricane is established on the basis of the actual state and extent of damage at the place of its origin or in its immediate vicinity;
- 16) **team-building event** – a trip for training and recreation purposes organised for a group of employees or contractors or clients;
- 17) **isolation** – enforced, temporary isolation of a person infected with SARS-CoV-2 virus or variants of this virus, confirmed by a decision of local administrative, medical or sanitary authorities, issued for the insured person's name and specifying the date of imposition and removal of isolation and its reason;
- 18) **consumer** – a natural person who makes a legal transaction which is not directly connected with his or her economic or professional activity;
- 19) **hotel costs** – costs of overnight accommodation in a hotel, hospital hotel, hostel, motel, private accommodation or other accommodation;
- 20) **medical costs** – the costs of medical assistance provided to the insured to the extent necessary to restore his or her health in order to enable the insured to return home or to a medical facility in the country of permanent residence;
- 21) **treatment costs related to exacerbation or complications of a chronic disease or a disease that had been the reason for hospitalization during 12 months preceding the conclusion of insurance agreement** – costs of the first medical assistance provided to the Insured in order to save his or her life or health, which are necessary to stabilize the health condition of the Insured or to restore the health condition from before the sudden exacerbation or complications of a chronic disease or a disease that had been the reason for hospitalization during 12 months preceding the conclusion of insurance agreement; do not include the costs of basic treatment of a chronic disease or treatment recommended after hospitalization and the costs of treatment of the effects, exacerbations or complications of injuries occurring prior to the conclusion of the insurance agreement;
- 22) **costs of treatment of complications resulting from the procedure performed as part of one-day surgery within 30 days preceding the conclusion of the insurance agreement** – costs of the first medical assistance provided to the Insured in order to save his or her life or health, which are necessary to stabilize the health condition of the Insured or to restore his or her health condition prior to the occurrence of complications of the procedure performed as part of one-day surgery; they do not include the costs of basic treatment of the disease which was the reason for the same or the treatment recommended after the procedure;
- 23) **domestic burglary** – property theft intended for appropriation, which the perpetrator has committed or attempted to commit after removing, by force or with the use of tools, the existing securities or fastenings, leaving marks on these securities or fastenings as evidence of the use of force or tools, or to open the security device with a key or other opening device which the perpetrator has obtained by burglary from other premises or by robbery;
- 24) **country of permanent residence** – a country in which a person of its nationality has his or her permanent residence (home) or a country in which a person not of its nationality resides with the intention of permanent residence;
- 25) **country of residence** – a country, other than the country of permanent residence, which is the place of permanent or temporary residence for a period longer than 3 months, where the residence is continuous (i.e., no interruption is longer than 2 weeks) and where the person's professional or personal life is focused; the country of residence shall not be the country where the person stays for educational purposes or performs the work for which he/she is posted; the purpose of the travel for educational purposes or of the posting shall be proven by means of supporting documents (tuition fee, student's report, employer's certificate of posting);
- 26) **quarantine** – the compulsory temporary isolation of a person who has been exposed to the SARS-CoV-2 virus infection or the virus variants, confirmed by a decision of the local administrative, medical or sanitary authorities, issued for the insured person's name and specifying the date of imposition and removal of the quarantine and the reason for its imposition; such quarantine shall not be considered a quarantine imposed after crossing the border of the country of travel, if the insured person knew or could have known about its obligation before the commencement of the travel;
- 27) **avalanche** – the rapid sliding or rolling of masses of snow, ice, earth, mud, rock or stones from a mountaintop or a shore;
- 28) **outpatient treatment** – treatment other than hospitalisation;
- 29) **sudden illness** – a sudden medical condition posing a threat to the life or health requiring medical assistance, including sudden illness of COVID-19 caused by infection with SARS-CoV-2 virus or its variants;
- 30) **personal accident** – a sudden event caused by an external factor, as a result of which, the Insured, regardless of his or her will, suffered bodily injury, health disorder or a fatality;
- 31) **NBP** – Narodowy Bank Polski [National Bank of Poland];
- 32) **fire** – construed as a fire that has spread beyond the hearth or has originated without a hearth and has spread of its own force;
- 33) **period of insurance** – the period of PZU SA liability defined in the insurance agreement;
- 34) **urgent and emergent surgery** – surgery carried out in circumstances where, due to the nature or advancement of the pathology indicating surgical treatment, give rise to an urgent need to carry out a surgery, where the unjustified postponement of the surgery would entail immediate and foreseeable danger, serious deterioration of health, serious harm to health or death;
- 35) **leaving home** – in case the insured's permanent residence is:  
a) a single-family house – to vacate the property on which the building is situated,  
b) multi-family building – leaving the building through the front door;
- 36) **holiday organiser** – a natural person running a business, a legal person or an organisational unit not being a legal person, being the organiser of the holiday, in particular a travel agency, an enterprise, a school;
- 37) **a close relative** – a spouse, cohabiting partner, ascendant, descendant, brother, sister, nephew, niece, stepfather, stepmother, stepson, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, sister-in-law, adopted, adoptee, remaining under guardianship or adopted as a foster family within the meaning of family law;
- 38) **man-days** – the product of the number of insured persons planned by the Policyholder for a given period of insurance and the planned number of days of cover;
- 39) **country situated in an area under the risk of acts of terrorism, acts of war, martial law or state of emergency** – a country included in the list of countries to which travels are advised

- against published by the Ministry of Foreign Affairs of the Republic of Poland for any reason due to the threat of acts of terrorism, acts of war, martial law or state of emergency;
- 40) **scheduled treatment** – to undergo, on a specified date, an examination, treatment or rehabilitation prescribed by a doctor, whether or not hospitalisation is required;
- 41) **travel** – a travel involving the consecutive time periods:
- a) the period from the final departure from the home, meaning that the departure from the home followed directly by travel to the place of stay away from the home as defined in item (b) (this period shall not include any return home after the first departure from the home and the final start of the travel),
  - b) a period of time spent away from home, in particular for the purposes of tourism, rest, recreation, training, study, work or sport,
  - c) the period of the return directly from the place of stay away from home, as defined in item (b), to the home;
- 42) **open-ended policy** – a form of an insurance agreement where the insurance premium is determined on the basis of the number of man-days declared by the Policyholder, and the insurance premium – unless otherwise agreed – paid by the Policyholder on conclusion of the contract is an advance premium;
- 43) **returning home** – in case the insured person's place of residence is:
- a) single-family building – crossing the boundary of the property on which the building is situated,
  - b) multi-family building – entrance to this building through the front door of the building;
- 44) **physical work** – the performance of the following activities by the insured while travelling:
- a) construction, renovation and carpentry work, in transport (including drivers), in mining, in metallurgy, in the energy industry with high-voltage equipment, in the oil industry, in property protection, with explosives, in mountain rescue services, in agriculture, in catering,
  - b) work placements in workshops, factories, catering, construction sites,
  - c) nursing and care work,
  - d) working at heights,
  - e) work with the following dangerous tools: power saws, jackhammers, chainsaws and grinders, machine tools, hack saws, axes, pickaxes, chain saws, hammer drills, cranes or working machinery, road machinery,
  - f) work with paints, varnishes, liquid fuels or solvents, technical or combustion gases, hot technical oils or technical liquids,
  - g) work on ships or aircraft, including during vocational training or apprenticeships,
  - h) stuntman, acrobat, fitness instructor, the above-mentioned work carried out by the insured person for his own benefit shall not be regarded as manual labour;
- 45) **food** – the inundation of land by rising water levels in flowing or standing water courses or flooding of land due to heavy rainfall, or run-off of water on slopes or hillsides in mountainous or rolling terrain;
- 46) **orthopaedic articles and aids** – necessary from a medical point of view, medical devices that replace lost organs (organs) or support lost or deteriorated function of organs (organs), included in the list of objects and aids included in the Regulation of the Minister of Health on the list of medical devices issued on prescription;
- 47) **robbery** – the taking of property:
- a) by physical violence or by threat of immediate use or by rendering a person unconsciousness, or making him or her vulnerable for the purpose of overcoming his or her resistance to handing over property, or
  - b) by an offender who by means of physical violence or threat of immediate use leads a person holding a key to the premises and forces him to open the premises, or
  - c) by means of theft or extortion of property by deception of minors, the infirm, the elderly or the incapacitated;
- 48) **Terms and Conditions** – Terms and Conditions for Electronic Provisions of Services;
- 49) **recreational sporting activities** – a form of physical activity intended for recreation or renewal of psychophysical forces, performed during free time from work or school duties; recreational sporting activities are also considered to be skiing instructor services; recreational sporting activities do not include practicing high-risk sports, unless the liability of PZU SA has been extended in this scope;
- 50) **RP** – Republic of Poland;
- 51) **advance premium** – insurance premium calculated on the basis of the number of man-days declared by the Policyholder for a given insurance period, constituting an advance payment on account of the premium due;
- 52) **high-risk sports:**
- a) motor sports, quad biking, water sports, including water skiing,
  - b) gliding, ballooning, skydiving, BASE jumping, hang-gliding, paragliding, powered gliding, wingsuiting (flying and gliding in a special suit), piloting motorised aircraft,
  - c) mountaineering, rock climbing, caving with or without the use of safety or belaying equipment,
  - d) rafting (river rafting) and all its variations,
  - e) canyoning (crossing a river bed using the following techniques: climbing, swimming, diving),
  - f) diving with special equipment (scuba diving), free diving, wreck diving and cave diving,
  - g) sea sailing, inland sailing, sea fishing,
  - h) surfing, windsurfing, kitesurfing, wakeboarding,
  - i) downhill skiing or snowboarding outside marked ski slopes,
  - j) extreme skiing: ski alpinism, extreme downhill, freestyle,
  - k) riding on snowmobiles and other vehicles or devices (airboarding – riding downhill on a snow cushion, snake gliss – riding downhill on a caterpillar sledge, snowtrikke – riding downhill on a snow scooter),
  - l) icesurfing (ice sailing),
  - m) rugby,
  - n) extreme snowboarding: freeride, alpine snowboarding, speed snowboarding, snow jumping and snowboarding, snowkite (a board or skis and a sail), snowcross, boardercross (downhill ride on an obstacle course), snowscoting (riding on a machine which is a combination of a snowboard, BMX and a scooter), ice motorbiking,
  - o) rope jumping (bungee jumping, dream jumping),
  - p) martial arts and defence sports,
  - q) historical fencing (fighting), participation in historical reconstruction of a battle,
  - r) horse riding, polo, rodeo,
  - s) marathons,
  - t) acrobatics and all its variations,
  - u) mountain biking, downhill cycling (time trial on steep natural slopes),
  - v) parkour – overcoming obstacles along the path in the simplest and quickest manner possible,
  - w) participation in animal hunts using firearms or pneumatic weapons,
  - x) participation in survival expeditions or expeditions to places characterised by extreme climatic or natural conditions: desert, mountains above 2500 m above sea level, (including trekking expeditions), bush, poles and polar zones, jungles, active volcanoes, glacier or snow terrain, and in the case of expeditions to glacier or snow terrain if these expeditions require the use of safety or belaying equipment,
  - y) zorbing (rolling down a slope or floating down a river or stream in a plastic ball);
- 53) **intoxication** – a state of the body in which:
- a) a blood alcohol content of more than 0,5 per mille or higher, or leads to a concentration exceeding this value or
  - b) the alcohol content in 1 dm<sup>3</sup> of exhaled air exceeds 0,25 mg or leads to an alcohol concentration above that value;
- 54) **a hospital** – medical facility providing round-the-clock care for patients in terms of diagnostics and treatment with the use

of a qualified team of doctors and nurses; the term does not include a nursing home, hospice, care and treatment facility, addiction treatment centre, sanatorium and spa centres, sanatorium hospitals;

- 55) **Policyholder** – natural person, legal person or organizational unit not being a legal person, who concluded an insurance agreement with PZU SA;
- 56) **the insured** – the natural person for whose account the insurance agreement was concluded; in liability insurance – the natural person whose civil liability is covered;
- 57) **lightning strike** – direct atmospheric discharge on the insured object, leaving traces of the event;
- 58) **direct agreement** – an insurance agreement concluded through remote communication carried out by electronic means in accordance with the applicable provisions of law in this respect, which is not an agreement via a hotline;
- 59) **agreement concluded over the infoline** – insurance agreement concluded through remote communication via PZU SA infoline, in accordance with the relevant provisions of law;
- 60) **individual insurance agreement** – an insurance agreement concluded for the account of one natural person indicated in the insurance document;
- 61) **family insurance agreement** – insurance agreement concluded for the account of at least two persons, indicated in the insurance document, all of whom are relatives;
- 62) **group insurance agreement** – an insurance agreement, other than a family insurance agreement, covering at least 5 persons or an open-ended policy;
- 63) **aircraft crash** – understood as a crash or forced landing of an engine-driven or a non-power-driven aircraft or other flying object, as well as the fall of their parts or of the transported load;
- 64) **beneficiary** – a person named by the insured as authorised to receive the benefit due on account of the death of the insured;
- 65) **landslide** – understood as the act of sliding down an embankment or slope not caused by human activity;
- 66) **competitive sport** – practicing sports consisting in regular participation in trainings within a club, association or sports society, as well as participation in sports competitions (competitions, matches, tournaments or other sports events) or participation in sports conditioning or training camps, with the aim of learning and improving one's skills in a given sport discipline and achieving better sporting results; it includes amateur and professional sporting activities;
- 67) **leakage of water from water and sewage systems** – leakage of water or steam from water supply, sewage or central heating pipes or equipment, or backflow of water or sewage from sewage systems;
- 68) **insurance accident:**
- a) with respect to the insurance of medical expenses – a sudden illness or a personal accident,
  - b) in assistance insurance – an event giving rise to the organisation of assistance services,
  - c) in personal accident insurance – an accident, an epileptic attack or fainting from a cause other than a chronic disease,
  - d) in personal liability insurance for natural persons in private life – an act or omission of the insured which results in a loss,
  - e) in travel baggage insurance – a loss, destruction or damage to travel baggage,
  - f) in post-travel medical follow-up insurance – the need for medical services in the event of a sudden illness or accident covered by the insurance in question in letter (a),
  - g) in insurance of cancellation of participation or shortening of participation in an organized holiday – events covered by PZU SA providing the basis for cancellation from taking part in or reducing their participation in an organised holiday;
- 69) **exacerbation, complication of a chronic disease or a disease that had been the cause of hospitalization during the 12 months prior to the conclusion of the insurance agreement, or a one-day surgery procedure performed within 30 days prior to the conclusion of the insurance agreement** – a sudden intensification of disease symptoms from the same or another organ or system, directly related to the disease

or same-day surgery procedure, with an acute (turbulent) course, requiring immediate medical attention; exacerbation or complication of injuries occurring prior to the conclusion of the insurance agreement are not covered;

- 70) **ground sinking** – the lowering of the ground due to the collapse of underground cavities;
- 71) **random event** – the following events causing specific results, accidental and independent of human will: driving rain, explosion, hail, hurricane, avalanche, fire, flood, lightning, fall of an aircraft, removal of earth, escape of water from water and sewage systems, escape of volcanic ash, collapse of the earth;
- 72) **organised holidays:**
- a) organised by a holiday organiser: travels, holidays, summer camps, youth camps, including language camps, excluding sports camps, green schools, other events a leisure activity, a team-building event,
  - b) a holiday stay organised by the Insured and confirmed by an agreement, a reservation or a proof of payment: in a boarding house, holiday home, holiday flat, lodging house, hotel, SPA resort or elsewhere.

## BASIC AND EXTENDED INSURANCE COVERAGE

### § 3

1. The insurance in the basic scope includes insurance of medical expenses and assistance insurance Basic Package as specified in Chapter II.
2. At the request of the Policyholder and upon payment of an additional insurance premium, basic insurance may be extended to include additional assistance services or additional risks by including selected of the following Clauses:
  - 1) Clause No. 1 – Assistance Insurance Extended Package;
  - 2) Clause No. 2 – Assistance Insurance Family Package;
  - 3) Clause No. 3 – Assistance Insurance Child package/Dependent person;
  - 4) Clause No. 4 – Assistance Insurance Business Package;
  - 5) Clause 5 – Assistance Insurance Sport Package;
  - 6) Clause No. 6 – Assistance Insurance Cyclist Package;
  - 7) Clause No. 7 – Personal Accident Insurance;
  - 8) Clause No. 8 – General Liability Insurance for Natural Persons in Private Life;
  - 9) Clause No. 9 – Travel Baggage Insurance;
  - 10) Clause No. 10 – Resident's Insurance;
  - 11) Clause No. 11 – Post-travel Medical Follow-up Insurance.
3. The extension of the scope of insurance on the basis of the clauses state in item 2 above may take place only in the case of conclusion of an insurance agreement on the basic scope, at any time during its term and for the period ending at the end of the period of insurance of the insurance agreement concluded for the basic scope.
4. Insurance of cancellation or shortening the participation in organised holidays (Clause No. 12) is the subject of a separate insurance agreement (insurance agreement for cancellation of participating in or shortening participation in an organised holiday). The GTC shall apply to this agreement with the exception of Chapter II.

### § 4

1. The liability of PZU SA may be extended:
  - 1) in insurance of medical expenses, assistance insurance, insurance of continuation of treatment after travel:
    - a) o costs of treatment connected with exacerbation or complications of a chronic disease or a disease that had been the reason for hospitalization during the 12 months preceding the conclusion of the insurance agreement or a procedure performed as part of one-day surgery during 30 days preceding the conclusion of the insurance agreement, with the reservation of § 25 section 1 item 6 and § 28 section 4,
    - b) by the assistance services provided for in the respective assistance insurance (Basic Package and Clauses No. 1–6) in the event of aggravation or complications of diseases or treatments referred to in letter (a);



- 2) in medical expenses insurance, assistance insurance, accident insurance, general liability insurance, travel medical treatment continuation insurance – by risks arising:
    - a) from recreational skiing or snowboarding on marked ski slopes,
    - b) from competitive sport,
    - c) from engaging in high-risk sports;
  - 3) in medical expenses insurance, assistance insurance, accident insurance, insurance of continuation of treatment after travel – to include risks resulting from physical work;
  - 4) in medical expenses insurance, assistance insurance, accident insurance, travel baggage insurance, insurance for continuation of treatment after travel – by risks arising from acts of terrorism, acts of war, martial law or state of emergency occurring or likely to occur on the territory of countries located in areas of the world threatened by such actions;
  - 5) liability insurance – for damage to property used by the insured on the basis of an agreement for hotel services, rent, lease, hire, loan, leasing or an agreement for the provision of tourist services;
  - 6) in travel baggage insurance, for damage to sports equipment.
2. Extension of PZU SA liability by the risks listed in section 1 applies to all insurance policies covered by the insurance agreement at the request of the Policyholder, which, pursuant to section 1 may be extended by those risks, and is affected upon payment of an additional insurance premium, with the exclusion of extension by those risks in the insurance of continuation of treatment after travel.

## CONCLUSION OF THE INSURANCE AGREEMENT

### § 5

1. The insurance agreement may be concluded in the simultaneous presence of both parties to the agreement or by means of distance communication (direct agreement or agreement via hotline). The date and time of the conclusion of the insurance agreement shall be the date and the time of conclusion of the insurance agreement in Polish time.
2. The insurance agreement is concluded on the basis of an application from the Policyholder containing the information necessary to assess the risk and determine the insurance premium due.
3. The conditions for concluding a direct agreement:
  - 1) prior reading and acceptance of the Regulations and GTC by the Policyholder;
  - 2) PZU SA's prior confirmation of acceptance of the Policyholder's application;
  - 3) payment of the insurance premium within the period specified in the insurance agreement.
4. The direct agreement is concluded upon payment of the insurance premium.
5. The agreement is concluded via the Call Centre upon confirmation by PZU SA of acceptance of the Policyholder's application and upon prior review and acceptance of the General Conditions by the Policyholder.
6. The Policyholder may conclude an insurance agreement for someone else's account (for the account of the insured). In this case, the Policyholder shall inform the insured of the rights and obligations arising from the insurance agreement for his account.
7. In an insurance agreement concluded for the account of a third party:
  - 1) PZU SA additionally delivers the GTC to the Policyholder in such a number of copies as corresponds to the number of persons insured under that insurance agreement;
  - 2) the Policyholder is obliged to deliver the GTC to the Insured in writing or, upon the Insured's consent, in another permanent carrier; in the case of an insurance agreement in which the period of coverage commences later than on the day of insurance agreement conclusion, the GTC should be delivered to the Insured before the Insured is covered; the delivery of the GTC in a permanent carrier requires a prior consent of the Insured; at the request of PZU SA the Policyholder is obliged to provide evidence of performance of that obligation.

8. If the insurance agreement was concluded for the account of another person, the Insured may request that PZU SA provide him or her with information on the provisions of the insurance agreement concluded and on the GTC in the scope in which they pertain to the rights and obligations of the Insured.
9. The Policyholder is obliged to inform PZU SA of all circumstances known to him or her and about which PZU SA inquires in the offer (application) form or before the conclusion of the insurance agreement in other letters. In cases where the Policyholder concludes the insurance agreement through an agent, the obligation shall also apply to the agent and shall include circumstances known to him or her. In the event that PZU SA concludes the insurance agreement despite the lack of answers to particular questions, the omitted circumstances are deemed insignificant.
10. During the term of the insurance agreement the Policyholder is obliged to report changes in the circumstances referred to in section 9. The Policyholder is obliged to notify such changes to PZU SA immediately upon learning about them.
11. Where an insurance agreement is concluded for the account of another person, the obligations set out in points 9 and 10 shall apply to both the Policyholder and the insured, unless the insured was unaware that an insurance agreement had been concluded for his or her account.
12. PZU SA shall not be liable for the effects of circumstances that were not communicated to it in violation of sections 9–11. In the event that a breach of sections 9–11 has been committed as a result of wilful misconduct, it shall be assumed in case of doubt that the insured accident provided for in the insurance agreement and its consequences are the result of the circumstances referred to in the preceding sentence.
13. The sum insured or the scope of insurance may be changed during the term of the insurance agreement.
14. Changes referred to in section 13 shall result in the necessity to recalculate the premium for the period in which the changed insurance conditions are to apply.
15. In the case of changes referred to in section 13, PZU SA is liable within the limits of the change made, starting from the day following the date of the change, and PZU SA liability changed in this respect applies to insurance accidents occurring during the period from the day following the date of the change.

### § 6

1. PZU SA confirms the conclusion of the insurance agreement with the insurance document.
2. In the event that in response to the submitted offer PZU SA delivers to the Policyholder an insurance document containing provisions that differ to the detriment of the Policyholder or the Insured from the contents of the offer submitted by the Policyholder, PZU SA shall be obliged to notify the Policyholder of that fact in writing upon delivery of that document, setting at least a 7-day period for the Policyholder to raise objections. In the event of failure to comply with that obligation, the amendments made to the detriment of the Policyholder or insured shall not have effect and the insurance agreement shall be concluded in accordance with the terms of the offer.
3. In the event of a lack of an objection, the insurance agreement shall take effect as set out in the insurance document on the day following the expiry of the period set for submitting the objection.

### § 7

The insurance agreement is concluded for a specified period of between 1 day and 1 year.

### § 8

1. An insurance agreement may be concluded as an individual insurance agreement, a family insurance agreement or a group insurance agreement.
2. A group insurance agreement shall be concluded with or without stating the names of the insured persons.
3. When concluding an insurance agreement with a named insured, the Policyholder shall be obliged to provide PZU SA with a list of

named insured. In this case the insurance shall cover only the persons indicated in the list. If the insurance agreement shall be concluded by means of distance communication, the Policyholder is obliged to provide the above-mentioned list to PZU SA in the manner agreed upon by the parties.

4. As an exception, a group insurance agreement may be concluded without a named insured in the event that it is impossible to identify the insured by name at the time of concluding the insurance agreement and to provide cover for all the persons belonging to the group of persons specified in the insurance agreement.
5. In the group insurance agreement referred to in paragraph 4, the Policyholder shall indicate the number of insured persons or, in the case of an open-ended policy, the number of insured persons and the number of man-days to be used during the insurance period. He or she is also obliged to keep personal records of the insured and make them available for inspection at any time upon request of PZU SA. The record should contain the name, surname, PESEL or date of birth and the period of travel. If a group insurance agreement is concluded, the Policyholder is obliged to inform PZU SA of the name, surname and telephone number of the person keeping the records.

#### § 9

The insurance agreement for cancellation or curtailment of participation in an organised holiday (Clause No. 12), may be concluded no later than within 3 working days of

- 1) the date of conclusion of the contract for participation in the organised holiday or
- 2) the date of payment of costs or an advance thereon, or
- 3) the day of payment for the tickets or advance payment for the tickets, whichever occurs first.

#### THE COMMENCEMENT AND CESSATION OF THE LIABILITY OF PZU SA

##### § 10

1. Subject to sections 2 and 3, the liability of PZU SA commences from the day following the conclusion of the insurance agreement, however, not earlier than from the day following the payment of insurance premium or its first instalment, unless agreed otherwise, and not earlier than
  - 1) at the time of the commencement of the travel in the territory of Poland (the final departure of the Insured from his or her home in the territory of Poland in order to travel directly), in the case of Insured persons commencing their travel in Poland, or
  - 2) upon crossing the border of the Republic of Poland at entry, for insured persons entering the Republic of Poland.
2. If the insurance agreement defines the day on which the period of insurance begins, which is prior to the day on which the insurance premium or its first instalment should be paid, PZU SA liability begins on the day defined in the insurance agreement as the beginning of the insurance period.
3. In the event that the insurance agreement specifies a day on which the period of insurance begins that falls after the day on which the insurance premium or the first instalment thereof should have been paid, and the insurance premium or the first instalment thereof has not been paid by the day preceding the first day of the period of insurance, the insurance agreement shall be terminated on that day.
4. In the insurance agreement for cancellation of participation or shortening of participation in an organized holiday (Clause No. 12), PZU SA liability begins from the day following the conclusion of the insurance agreement.

##### § 11

1. The insurance coverage shall expire:
  - 1) on expiry of the period of insurance specified in the insurance document, but no later than:
    - a) in case of insured persons starting their travel from their home in the territory of the Republic of Poland – upon the return from the travel to home or to a medical care unit in the territory of the Republic of Poland located in the place of residence or in its vicinity, subject to section 2 and § 26 items 7–8,

- b) in the case of foreigners or Polish citizens residing permanently abroad and travelling in the territory of the Republic of Poland – at the moment of crossing the border when leaving the territory of the Republic of Poland,
  - c) for foreigners travelling on the basis of a Polish Schengen visa – when they cross the border of the Schengen area on returning home;
- 2) on the day of delivery of the notice of termination of the insurance agreement in the case referred to in § 18;
  - 3) on the day of delivery to the Policyholder of a statement of PZU SA on termination of the insurance agreement with immediate effect if PZU SA is liable even before the insurance premium or its first instalment has been paid, and the insurance premium or its first instalment has not been paid on time;
  - 4) upon the expiry of 7 days from the date of delivery to the Policyholder of an invitation to pay the next insurance premium instalment sent after expiry of the time limit for its payment, with the threat that non-payment within 7 days of its delivery will cease liability;
  - 5) on the date of delivery to PZU SA of the Policyholder's declaration to terminate the insurance agreement with immediate effect in the case specified in paragraph 4;
  - 6) on the date of termination of the insurance agreement by mutual agreement of the parties;
  - 7) in relation to the specific insured:
    - a) on the date the insured loses his or her status as a member of the group indicated in the group insurance agreement,
    - b) upon his or her death.
  2. The insurance cover shall be extended by up to 48 hours if the insured's return home in the territory of the Republic of Poland is delayed due to a sudden event beyond the control of the insured constituting:
    - 1) breakdown of means of transport or accident in land, water or air transport;
    - 2) cancellation or delay of public transport due to bad weather conditions or accidental events;
    - 3) airline strike.The prerequisite for PZU SA liability for the extension of insurance coverage in emergencies will be the documentation by the Insured of the occurrence of the above-mentioned events (in particular, proof of having incurred the costs of repair or towing of the car, written confirmation by the professional carrier of the cancellation, delay or breakdown of the means of transportation, police report on a traffic accident).
  3. The insurance agreement may be terminated at any time by mutual agreement of the parties.
  4. The insurance agreement may be terminated by the Policyholder at any time with immediate effect by giving a declaration to that effect.

##### § 12

1. In the event the insurance agreement is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, or, if the Policyholder is an entrepreneur – within 7 days from the day of conclusion of the insurance agreement, by submitting a declaration to this effect, subject to the provisions of section 2. In the event that PZU SA, at the latest at the time of conclusion of the agreement, did not inform the Policyholder who is a consumer of his or her right to withdraw from the insurance agreement, the 30-day period starts from the day on which the Policyholder who is a consumer became aware of that right. Withdrawal from the insurance agreement does not release the Policyholder from the obligation to pay insurance premium for the period during which PZU SA provided insurance coverage.
2. In the event that the insurance agreement has been concluded through remote communication where the Policyholder is a consumer, the period within which the Policyholder may withdraw from the insurance agreement by giving a written statement to that effect shall be 30 days from the day on which he was informed of the conclusion of the insurance agreement or from the day on which the information to be given to the consumer under the provisions on the conclusion of distance contracts was delivered to him, if that time limit comes later. The period shall be deemed to have been observed

if the statement has been sent before expiry. The Policyholder who is a consumer shall not have the right to withdraw from the insurance agreement if the insurance agreement has been concluded for a period shorter than 30 days.

## TERRITORIAL SCOPE OF COVERAGE

### § 13

- Pursuant to the GTC and within the scope defined in the insurance agreement, PZU SA provides insurance coverage:
  - exclusively in the territory of the Republic of Poland, hereinafter referred to as "Wojazer Polska" area, in connection with the travel referred to in § 1 section 2 item 1, subject to sections 2 and 3;
  - in a territory covering:
    - all European countries, including Poland,
    - the European part of Russia,
    - Canary Islands,
    - non-European Mediterranean countries: Algeria, Morocco, Egypt, Syria, Lebanon, Israel, Gaza, Libya, Tunisia and Turkey, hereinafter referred to as "Wojazer Europa," in connection with the travel referred to in § 1, section 2, item 2 or 3;
  - in the territory of the entire world, including Poland, hereinafter referred to as the "Wojazer Swiat" area, in connection with the travel referred to in § 1, section 2, item 2, subject to sections 4 and 5.
- In the case of travels for an organised holiday to the Polish border area with the intention of a mixed stay in Poland and outside of the Republic of Poland, when the Policyholder applies for coverage both in the Republic of Poland and outside of the Republic of Poland, the insurance agreement is concluded with the territorial scope of insurance coverage including the "Wojazer Europa" area.
- In the case of foreigners who, when entering the territory of the Republic of Poland in order to obtain a visa to enter the Republic of Poland, are required to have insurance coverage in the territory of the Schengen countries, the insurance agreement shall be concluded with the territorial scope of insurance coverage including the "Wojazer Europa" area.
- In the case of an insurance agreement concluded with the territorial scope of cover including the "Wojazer Swiat" area, the basic scope of cover may not be extended by additional assistance services "Pakiet Rowerzysta" (Clause No. 6).
- In the case of an insurance agreement concluded with a territorial scope of cover including the "Wojazer Polska" area, the scope of cover may not be extended by insurance of treatment continuation after the trip (Clause No. 11).
- The territorial scope of the insurance cover shall be specified in the insurance agreement by the Policyholder.

## SUM INSURED AND GUARANTEE SUM

### § 14

- Sums insured and guaranteed constitute the upper limit of PZU S.A.'s liability. The sum insured or the guarantee amount as specified in the insurance agreement shall be determined separately for each insured.
- The sums insured and the amounts guaranteed shall be determined in agreement with the Policyholder.

## INSURANCE PREMIUM

### § 15

- The insurance premium is calculated for the duration of PZU SA liability on the basis of the tariff of premiums valid on the day of concluding the insurance agreement.
- The insurance premium for the selected scope of insurance shall be the sum of premiums for basic insurance, insurance extended by including selected Clauses referred to in § 3 item 2, and premium increase for additional risks referred to in § 4 item 1. In the case of coincidence of additional risks mentioned in § 4, section 1, item 2, letters a–c, for calculation of premium for all of these risks only one, highest increase shall be applied.

- The amount of the insurance premium is calculated according to:

- the sum insured or the guarantee amount;
- period of insurance;
- the scope of the insurance in question;
- the territorial scope of the insurance;
- the type of insurance agreement;
- decreases or increases of the premium mentioned in section 4.
- the number of insured persons or the number of man-days.

- The following reductions and increases of the insurance premium shall apply in the insurance agreements, subject to section 5:

- premium discounts for:
  - concluding an insurance agreement either as a family insurance agreement or as a group insurance agreement,
  - coverage under an individual insurance agreement: a child who is at least 6 years old on the first day of the insurance period, or a pupil or student who is under 26 years old on the first day of the insurance period,
  - duration of the insurance period;
- premium increases due to:
  - inclusion in the insurance agreement of the Clauses referred to in § 3 sections 2 and 4,
  - the inclusion of the additional risks referred to in § 4 section 1, whereby in respect of the risk referred to in § 4 section 1 item 2 letter b, the following two risk classes are determined for fields or disciplines of sport:
    - risk class 1 – contract bridge, checkers, fishing, chess, sports modelling and the participation in amateur sports competitions and tournaments for children, school pupils and students up to the age of 26,
    - risk class 2 – other, not listed in risk class 1, sports practiced on a professional basis, whereby the increase shall not apply in the event of including the risk resulting from professional sports practiced in risk class 1.

In the event that the insured practises several sports falling within risk class 1 and risk class 2, risk class 2 shall be taken into consideration for the calculation of the premium.

- The reductions and premium increases referred to in section 4 shall not apply to post-travel medical treatment continuation insurance.

### § 16

- Subject to paragraph 2, unless otherwise agreed, the Policyholder shall pay the insurance premium at the same time as the insurance agreement is concluded.
- In the case of a direct agreement, the due date for the payment of the insurance premium shall be the day before the beginning of the period of insurance specified therein at the latest.
- For insurance agreements concluded for an annual period, at the request of the Policyholder, it is possible to pay the insurance premium in instalments. The dates for payment of individual premium instalments shall be determined from the date of conclusion of the insurance agreement.
- Premium is paid in cash or, upon agreement with PZU SA, in a non-cash form.
- If the payment of insurance premium or premium instalment is made in a non-cash form, the day of payment is deemed to be the day when the bank account of PZU SA is credited with the full amount of insurance premium or premium instalment.
- The premium is not subject to indexation.

### § 17

- In the case of insurance agreements concluded in the form of an open policy, in which the insurance premium is determined on the basis of the number of man-days, the Policyholder shall pay an advance premium when concluding the insurance agreement.
- The minimum advance contribution referred to in paragraph 1 shall be equal to the contribution for 150 person-days. The final settlement of the advance premium shall take place at the end of the period of insurance, subject to section 3.
- At the request of the Policyholder, it shall be possible to settle the insurance premium successively during the term of an agreement

concluded in the form of an open-ended policy. The insurance premium is settled on the basis of the actually used number of man-days for the settled insurance period.

4. If the number of person-days used exceeds the number of declared person-days and the advance premium paid, PZU SA calls the Policyholder to pay the additional insurance premium within the indicated timeframe.
5. If the number of man-days used is lower than declared, PZU SA returns the amount of overpaid advance premium.

#### § 18

In the event of the disclosure of a circumstance that entails a significant change in the probability of an insurance accident, either party may demand an appropriate change in the insurance premium, starting from the time when this circumstance occurred, but not earlier than from the beginning of the current insurance period. In the event of such a demand, the other party may, within 14 days, terminate the insurance agreement with immediate effect by giving a statement to that effect.

#### § 19

1. In the event of termination of insurance cover before the expiry of the period for which the insurance agreement was concluded, the Policyholder shall be entitled to reimbursement of the insurance premium for the period of unused insurance cover.
2. In the case of foreigners or Polish citizens residing permanently outside the Republic of Poland, the return of insurance premium for the period of unused cover shall be converted into the specified foreign currency at the average exchange rate of the National Bank of Poland (NBP) for the currency in question applicable on the day the amount to be reimbursed is determined.

### GENERAL PRINCIPLES FOR CALCULATING AND PAYING BENEFITS

#### § 20

1. PZU SA shall be obliged to pay the benefit within thirty days from the date of receipt of the notification of the accident.
2. If the clarification of the circumstances necessary to establish the insurer's liability or the amount of the benefit within the above-mentioned time limit proves impossible, the insurer may satisfy the benefit within 14 days from the day on which the clarification of those circumstances became possible with due diligence. However, the undisputed part of the benefit should be paid by PZU SA within the period specified in section 1.
3. PZU SA shall be obliged to:

- 1) upon receipt of a notice on the occurrence of an insurance accident, within 7 days of receiving that notice, to inform the Policyholder or the Insured, if they are not the persons submitting that notice, and to institute proceedings to determine the facts of the insurance accident, the legitimacy of claims and the amount of benefit, as well as to inform the person making the claim in writing or in another manner to which that person consented, what documents are needed to establish the liability of PZU SA or the amount of benefit, if that is necessary for further proceedings in the case of insurance agreement concluded for the account of a third party, the Insured or his or her heirs may also submit a notice on the occurrence of an insurance accident; in that case the heir is treated as the beneficiary under the insurance agreement;
- 2) in the event that it fails to do so within the time limits specified in section 1 and 2, to issue a written notice to:
  - a) the person making the claim, and
  - b) the insured person in the case of an insurance agreement for account of another person, where that person is not the person making the claim  
– of the reasons for their inability to meet their claims in whole or in part, as well as to meet the undisputed part of the performance;
- 3) if the benefit is not due or is due in an amount different from that stated in the claim, to inform the claimant thereof in writing:
  - a) the claimant and

- b) the insured person in the case of an insurance agreement for account of another person, where that person is not the person making the claim  
– indicating the circumstances and legal grounds justifying the total or partial refusal to supply the benefit, and to inform the person concerned of the possibility of pursuing his or her claims before the courts;
- 4) to make available to the Policyholder, the Insured, the person making a claim or the beneficiary under the insurance agreement, information and documents gathered for the purpose of determining the liability of PZU SA or the amount of benefit; those persons may request written confirmation from PZU SA of the information made available, as well as to make, at their own expense, copies of documents and confirm their compliance with the originals by PZU SA;
  - 5) to make the information and documents referred to in item 4 available to the persons referred to in item 4 upon request, in electronic form;
  - 6) at the request of the Insured or beneficiary under the insurance agreement, to provide information held by him or her and related to the insurance accident that is the basis for determining the liability of PZU SA and for establishing the circumstances of the insurance accident, as well as the amount of benefit;
  - 7) at the request of the Policyholder or insured person, to provide information about the declarations made by them at the stage of conclusion of the insurance agreement for the purpose of assessing the insurance risk, or copies of the documents drawn up at that stage.

#### § 21

1. Subject to sections 2 and 3, benefits or indemnities due shall be paid in the territory of the Republic of Poland in Polish zlotys, with the exception of costs reimbursed directly to invoice issuers abroad.
2. Subject to section 3, costs incurred outside the territory of the Republic of Poland shall be reimbursed in Polish zlotys according to the average exchange rate of the National Bank of Poland applicable on the day of determining the amount of costs to be reimbursed.
3. In the case of foreigners or Polish citizens residing permanently outside the territory of the Republic of Poland, the benefit or compensation shall be paid in the manner agreed with these persons. In case the benefit or indemnity is paid in a currency other than Polish zloty, the average NBP exchange rate of that currency binding on the date of determining the benefit or indemnity shall apply.

#### § 22

PZU SA shall be obliged to redress damage resulting from non-performance or improper performance of the insurance agreement, unless the non-performance or improper performance is a consequence of circumstances for which PZU SA is not responsible.

### OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED IN THE EVENT OF AN INSURANCE ACCIDENT

#### § 23

1. In the event of an accident, the Policyholder or insured shall:
  - 1) use all the means at his disposal to prevent the damage or to minimise its extent;
  - 2) in travel baggage insurance, to use the means at his or her disposal for the purpose of saving the object insured;
  - 3) secure the possibility of pursuing compensation claims against those responsible for the damage.
2. If the Policyholder or the Insured, intentionally or due to gross negligence, did not apply the measures set out in section 1 item 1, PZU SA is free from liability for losses occurring for that reason, unless in case of gross negligence the payment of compensation would be equitable under the circumstances.
3. PZU SA shall be obliged, within the limits of respectively the sum insured or the warranty sum, to refund the costs resulting from the application of measures referred to in section 1 item 1, if those measures were appropriate, even if they proved ineffective.

## TRANSFER OF CLAIMS TO PZU SA

### § 24

1. On the day of payment of indemnity by PZU SA, the claims of the Insured against the third party responsible for the loss are assigned, by force of law, to PZU SA up to the amount of paid indemnity, subject to section 2. If PZU SA covered only a part of the loss, the Insured shall have the right to priority of satisfaction before the claims of PZU SA for the remaining part.
2. Claims of the Insured against persons with whom the Insured remains in common household are not transferred to PZU SA.
3. At the request of PZU SA, the Insured shall provide assistance in pursuing claims from third parties by providing information and documents necessary to pursue the claim.
4. In the event that the Insured waived or limited his or her claims against the person responsible for the loss without the agreement of PZU SA, PZU SA shall have the right to refuse indemnity or reduce it accordingly.
5. If the waiver or limitation of the claim was revealed after indemnity was paid, PZU SA may request the Insured to return the whole indemnity or a part of it.

## CHAPTER II MEDICAL EXPENSES AND ASSISTANCE INSURANCE BASIC PACKAGE

### SUBJECT AND SCOPE OF INSURANCE

#### § 25

1. The subject of the insurance of medical expenses is the risk of a sudden illness or an accident occurring during the insured's travel. The scope of cover under the insurance of medical treatment costs includes the organisation – during the travel – of medical assistance required by the Insured's health condition and reported during the period of insurance or reported under another medical cost insurance agreement concluded with the period of insurance immediately following the period of insurance in which the insurance accident occurred (continuity of cover) – provided until the day on which the Insured's health condition allows him or her to be returned or transported home or to a medical care centre in his or her place of residence or in its vicinity, as well as covering the costs of this assistance, including
  - 1) hospitalisation and outpatient treatment:
    - a) hospital stay and treatment,
    - b) emergency and urgent operations,
    - c) medical visits and tele-counselling, where tele-counselling is understood to mean medical services provided at a distance, without the need for direct physical examination, by means of information and communication technology systems, in particular telephone consultations,
    - d) additional examinations ordered by a doctor and necessary to diagnose or treat a disease (in particular X-ray, ECG, ultrasound, magnetic resonance imaging, computed tomography, basic laboratory tests),
    - e) outpatient procedures:
  - 2) transport:
    - a) medical assistance to an appropriate medical facility from the place of stay of the insured or from the place of the accident,
    - b) between medical facilities, where further medical assistance was provided,
    - c) to another hospital if the medical facility where the Insured is hospitalized does not provide medical care adapted to his or her condition,
    - d) to the Insured's place of accommodation after medical assistance has been provided when, in accordance with the instructions of the doctor treating the Insured, the Insured should not use his or her own means of transport or public local transport;
  - 3) the use of a decompression chamber in medically justified cases, on condition that the scope of insurance is extended by additional risks as referred to in § 4 section 1 item 2 letters b–c;

- 4) dental treatment in case of sudden illness in the form of acute inflammatory and painful conditions and in case of accident covered by PZU SA liability, occurring outside Poland;
  - 5) treatment related to pregnancy and childbirth (including the costs of medical transport to a medical facility), but no later than the end of the 32nd week of pregnancy;
  - 6) treatment related to exacerbation or complications:
    - a) chronic diseases,
    - b) diseases which were the cause of hospitalization during the 12 months prior to the conclusion of the insurance agreement,
    - c) a procedure performed as part of a same-day surgery within 30 days prior to the conclusion of the insurance agreement.
2. The insurance coverage for medical expenses also includes:
    - 1) reimbursement of the cost of medicines and medical dressings prescribed by a doctor in connection with treatment referred to in section 1 item 1;
    - 2) reimbursement of costs of repair or purchase of prostheses (including dental prostheses), orthodontic appliances, corrective glasses and other orthopaedic articles and aids whose destruction or the Insured's need to use them was caused by a personal accident or sudden illness covered by PZU SA liability, provided that the need to repair or purchase such prostheses, corrective glasses or other orthopaedic articles and aids arose no later than within 1 year from the day of the insurance accident;
    - 3) reimbursement of the costs of ambulance, including transport to a medical facility.
  3. The organisation of medical assistance referred to in section 1 shall consist in the organisation, during the trip, of a medical visit or the Insured's admission to the relevant medical facility nearest to his or her place of stay and appropriate to the type of illness or injury, whereby the manner of admission and the treatment administered shall be decided by the doctor of the facility where assistance is provided. PZU SA covers the costs of medical assistance directly at the medical institution or reimburses the Insured, pursuant to principles defined in § 31 sections 3–5, the costs of medical assistance incurred by the Insured, depending on the manner of acceptance of settlements of accounts by the medical institution in question.
  4. The COVID-19 sudden illness benefits to which the Insured is entitled under the GTC will be provided insofar as this is in accordance with the legal provisions issued by the competent authorities to counter the epidemic.

#### § 26

The subject of the assistance insurance Basic Package is the organisation – during the trip – of assistance services and covering their costs on account of insurance accidents which occurred during the insured's trip. The following assistance services are covered by the scope of assistance insurance Basic Package:

##### 1) Covering quarantine or isolation costs

If the Insured has been quarantined or isolated, PZU SA covers the costs of accommodation and food costs incurred in connection with:

- a) prolonged stay of the insured, if the planned period of accommodation has expired and the insured could not make the return travel at the planned time and by the planned means of transport,

- b) the need to change the current place of quarantine or isolation. PZU SA covers only documented costs of accommodation and meals for the Insured up to the maximum amount of PLN 7,000 and only with respect to one obligation of quarantine or isolation during the entire period of insurance. However, PZU SA does not cover costs of accommodation or board, if according to the applicable law in the given country where the Insured was quarantined or isolated, that country ensures coverage of such costs;

##### 2) Transport of the Insured to the country of permanent residence

If the health condition of the Insured due to an accident or sudden illness covered by the liability of PZU SA, or isolation or quarantine covered by PZU SA does not allow the Insured to use the previously scheduled means of transport, PZU SA organizes and covers the costs of transport of the Insured to his or her

home or to a medical care centre in the country of permanent residence. Transport shall be carried out after medical treatment or the end of quarantine or isolation, and shall be carried out by a means of transport adapted to the insured person's state of health. The necessity, date and method of transport of the insured shall be agreed by the physician of the Assistance Centre with the doctor treating the insured. If the insured refuses to return to his or her country of permanent residence, then upon such refusal the insured shall no longer be insured for the costs of medical treatment and assistance services in connection with this insurance accident and shall not be covered under the insurance of continuation of treatment after travel. If a child or a dependent person is transported, PZU SA, after the doctor at the Assistance Centre has agreed with the doctor treating that Insured on the need to provide him or her with care during transport by the parent or legal guardian, covers additionally the costs of transport of that person from the country of permanent residence to the place of stay of the child, including the costs of a train or bus ticket, or if the train or bus trip lasts more than 12 hours – an economy class airline ticket. Return transport to the country of permanent residence shall be provided by the means of transport used to transport the child or dependent person;

**3) Transporting the corpse of the Insured to the place of burial** if the Insured died as a result of an accident or sudden illness covered by PZU SA liability during a trip in the insurance period, PZU SA organizes and covers the costs of transport of the corpse to the place of burial in the country of permanent residence. Moreover, PZU SA covers the costs of purchase of a coffin required for transport of the deceased up to the amount of PLN 5,000. In the case of cremation of a corpse in the country where the insurance accident occurred, PZU SA covers the costs of cremation and the costs of transporting the ashes to the place of burial, up to the amounts that would be covered by PZU SA in the case of transporting the corpse;

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

PZU SA covers the costs of searching for the Insured in mountains, on land and on water by specialized units (search costs) and covers the costs of providing emergency medical assistance (rescue costs) if the Insured is lost during travel in the insurance period. The period from the report of the disappearance of the insured by the relatives or third parties to the specialised search unit until the insured is found or the search operation is discontinued shall be regarded as the search for the insured. Rescue is understood as the provision of emergency medical assistance rendered from the moment the insured person is found until the time, he/she is transported to the nearest hospital or other medical facility;

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

If as a result of a sudden and unexpected deterioration of weather conditions or a sudden breakdown of sports equipment during sports activities, the Insured is unable to return safely to the base camp or finds himself in conditions that prevent him from reaching the originally planned route or the destination of the expedition on his own, PZU SA covers the costs of search for the Insured and of ad hoc medical assistance provided to the Insured by specialized rescue teams;

**6) Interpreter assistance in connection with medical assistance**

In the event that the Insured receives assistance due to a sudden illness or accident covered by insurance protection, PZU SA provides telephone assistance of an English-speaking interpreter within the scope necessary to perform medical assistance;

**7) Assistance in running the Insured's home in the territory of the Republic of Poland after returning from a trip**

if the necessity to use this service is reported to the Assistance Centre within 30 days from returning home. If due to a personal accident or sudden illness covered by PZU SA liability transport of the Insured to his or her home in Poland was organized by PZU SA and at the same time due to his or her health condition resulting from the above-mentioned insurance accident assistance in running the household is required, PZU SA organizes and covers the costs of persons assisting in running the household (travel costs

and fees) up to the total amount of PLN 500. The service includes domestic help in preparing meals, doing small shopping, keeping the house clean: dry and wet cleaning of floors, wiping dust off furniture and windowsills, vacuuming carpets and rugs, cleaning the bathroom, washing dishes, cleaning the sink, cleaning the cooktop, taking out the rubbish, watering flowers using the means and equipment provided by the insured. The costs of purchases made at the insured's request shall be borne by the insured; the assistance shall be provided within 30 days of its commencement;

**8) Caring for dogs and cats on the territory of the Republic of Poland**

If due to an accident or sudden illness covered by the liability of PZU SA, PZU SA organized the transport of the Insured to a hospital in Poland, and the hospitalization of the Insured lasted at least 2 days, PZU SA organizes the transport of dogs or cats of the Insured to the person designated by him or her for care, or to an appropriate facility that guarantees full-time care of animals, and covers the costs of that transport. This service is provided up to a maximum of PLN 300;

**9) Information services in the territory of the Republic of Poland:**

**a) Medical Helpline**

PZU SA provides access to the Medical Helpline consisting of a telephone conversation with a medical doctor of the Assistance Centre who, within the existing possibilities, will provide the Insured with oral information on health care in the territory of Poland. The information provided in such manner is not diagnostic nor therapeutic in nature,

**b) Provision of information before and during the trip**

The Assistance Centre will provide the Insured with the following information via telephone:

- documents required for entry into and stay in the country,
- the specific nature of the country to which the insured person travels,
- the range of medical cover provided by the public health service on the territory of the European Union Member State due to a person covered by health insurance,

**c) Communicating messages**

If an unforeseen event, including an accident, illness, strike or aeroplane delay causes a delay or alters the course of the insured's trip, the Assistance Centre shall, per the insured's request, communicate the necessary information to the persons designated by the insured, and shall assist in rebooking the hotel, airline or car rental company.

**SUM INSURED AND LIMITS OF LIABILITY**

**§ 27**

1. The sum insured is determined jointly for medical expenses insurance and assistance insurance. The sum insured shall be determined in agreement with the Policyholder.
2. Subject to § 26 item 1 and § 28 item 2, 3 and 5, the sum insured shall be determined for each insured event that occurred during the period of insurance.

**§ 28**

1. Medical costs and the costs of assistance services shall be covered up to the sum insured, subject to the limits referred to in sections 2-5 and in § 26. The limits of liability referred to in the preceding sentence are set within the sum insured.
2. The limit of liability for costs of dental treatment, referred to in § 25, item 1, point 4, in the case of sudden illness in the form of acute inflammation and pain, shall be maximum PLN 1,000. The limit is set for all insurance accidents that occurred during the insurance period.
3. The limit of liability for the costs of medical assistance provided in connection with pregnancy and childbirth referred to in § 25 section 1 item 5 shall be 10% of the sum insured, however, not more than PLN 6,000. The limit is set for all insurance accidents that occurred during the insurance period. In the case of childbirth, within the limit mentioned above, medical assistance shall be provided to the mother and the child.

4. The liability limit for treatment costs, referred to in § 25 section 1 item 6, amounts to 20% of the sum insured, unless the liability of PZU SA in that scope has been extended up to 100% of the sum insured, upon payment of an additional insurance premium. The extension of PZU SA liability referred to in the preceding sentence does not apply to treatment of exacerbations or complications of diseases and conditions referred to in § 30 section 1 items 8–10.
  5. The limit of liability for the costs of repair or purchase of prostheses, orthodontic appliances, corrective glasses and other orthopaedic and auxiliary means, referred to in § 25 section 2 point 2, amounts to maximum PLN 2,000. The limit is set for all insurance accidents that occurred during the insurance period.
- 7) treatment of diseases that caused hospitalisation during the period of 12 months prior to the conclusion of the insurance agreement;
  - 8) mental disorders, behavioural disorders, including neuroses;
  - 9) treatment of sexually transmitted diseases, AIDS, treatment of conditions related to HIV infection;
  - 10) diseases resulting from alcoholism;
  - 11) spa treatment, prevention, heliotherapy, unconventional medicine and treatments for aesthetic indications;
  - 12) physiotherapy and rehabilitation;
  - 13) treatment on their own or by a doctor who is a member of the insured person's immediate family or examinations and services which are not provided by a hospital, doctor or a nurse;
  - 14) tests unnecessary for the diagnosis or treatment of the disease, tests and preventive vaccinations;
  - 15) abortion, artificial insemination or any other treatment for infertility or reduced fertility, including the cost of contraceptives, pregnancy tests;
  - 16) accidents or health disorder intentionally caused by the insured, including the consequences of suicide or attempted suicide, self-mutilation by the insured;
  - 17) the insured's participation in criminal offences or fights, with the exception of acting in necessary defence;
  - 18) practicing high-risk sports, unless the liability of PZU SA has been extended in that scope upon payment of an additional insurance premium, whereby if the liability of PZU SA has been extended to include high-risk sports, PZU SA's liability shall exclude costs of treatment which occurred on account of, or as a result of:
    - a) mountain climbing above 5 500 m asl,
    - b) expeditions to places of extreme climate and natural conditions above 5 500 metres altitude;
  - 19) practicing recreational skiing or snowboarding on marked ski runs, unless the liability of PZU SA was extended in this scope upon payment of an additional insurance premium;
  - 20) professional sports activities, unless the liability of PZU SA was extended in that scope upon payment of an additional insurance premium;
  - 21) performing physical work by the Insured, unless the liability of PZU SA was extended in that scope upon payment of an additional insurance premium;
  - 22) epidemics communicated by the authorities of the country of the final destination in the mass media, of which the insured could have become aware on the day of contracting the insurance, unless the costs relate to an emergency illness in COVID-19, quarantine or isolation;
  - 23) disasters resulting in nuclear, chemical, radioactive or ionising radiation;
  - 24) acts of terrorism, acts of war, martial law or state of emergency, which occurred on the territory of a country located in a region of the world threatened by acts of terrorism, acts of war, martial law or state of emergency, unless the liability of PZU SA was extended in this scope upon payment of an additional insurance premium;
  - 25) participation of the insured in strikes, riots, disturbances, protest actions, roadblocks or sabotage;
  - 26) failure to comply with the recommendations of the Insured's treating physician or the physicians of the Assistance Centre;
  - 27) above-standard additional medical care.

## EXCLUSIONS OF PZU SA LIABILITY

### § 29

1. Subject to section 2, PZU SA shall not be liable for costs incurred by the Insured without the consent of the Assistance Centre, unless contacting the Assistance Centre in the manner described in § 31 section 1 item 1 and section 2 was not possible for reasons beyond the control of the Insured, in particular due to a fortuitous event or force majeure.
2. The insured's contact with the Assistance Centre is not required if the insured selects a doctor himself or herself during the travel period and pays the costs of the visit in the event:
  - 1) a single dental visit for the treatment of acute inflammation or pain limited to 1 tooth;
  - 2) a single medical visit.
 In cases referred to in items 1 and 2, PZU SA reimburses the costs of treatment on the basis of personal bills and proof of payment and medical documentation confirming the occurrence of an insurance accident covered by the liability of PZU SA.
3. In the event that, due to the lack of possibility of contacting the Assistance Centre referred to in section 1, the Insured organized and covered the costs of treatment and assistance services on his or her own, referred to in § 25 and § 26, PZU SA reimburses those costs on the basis of submitted medical documentation confirming the occurrence of an insurance accident covered by the liability of PZU SA, as well as named bills and proofs of their payment. If the above costs were not covered by the Insured, the Insured is obliged to notify PZU SA, within the timeframe referred to in § 31 section 2, of the need to cover those costs and submit medical documentation confirming the occurrence of the insurance accident covered by PZU SA liability and personal bills which will constitute the basis for payment by PZU SA to their issuers.

### § 30

1. The liability of PZU SA excludes costs of treatment which arose due to or in consequence of:
  - 1) treatment exceeding that necessary to restore the Insured's health so as to enable him or her to return home or to a medical facility in the country of permanent residence;
  - 2) the driving of a motor vehicle by the insured:
    - a) if the insured person was not entitled to drive the vehicle concerned,
    - b) while intoxicated with alcohol or drugs, psychotropic substances, substitutes or new psychoactive substances within the meaning of the provisions on counteracting drug addiction, unless it had no influence on the occurrence of the insured accident;
  - 3) under the influence of drugs, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not influence the occurrence of the insurance accident;
  - 4) treatment not related to a sudden illness or accident;
  - 5) treatment in connection with a sudden disease or an accident which occurred during the interval between the insured's travels or during the insured's previous travels;
  - 6) treatment of chronic diseases;
2. Assistance services are excluded from PZU SA liability if the event giving rise to the organization of such service occurred in connection with or as a result of the circumstances referred to in section 1, or in connection with pregnancy and childbirth after the end of the 32nd week of pregnancy, with the provision that in the cases referred to in section 1 items 18–21 and 24, the liability of PZU SA may be extended upon payment of an additional insurance premium.
3. PZU SA reserves the right to refer the Insured to a medical care centre of its choice for the purpose of diagnostics.
4. Being under the influence of drugs, psychotropic substances, substitute substances or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, as well as the

entitlement to drive a vehicle, shall be assessed according to the law of the country in which the insurance accident occurred.

5. The liability of PZU SA does not include compensation for pain, physical and moral suffering suffered, and damage consisting in loss, damage or destruction of property.

## MANNER OF PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

### § 31

1. In the event of an insurance accident, the insured or a person acting on his or her behalf shall:
  - 1) before taking action – immediately call the Assistance Centre for help;
  - 2) explain to the employee of the Assistance Centre the circumstances of the Insured's situation and the assistance needed, and provide the first and last name of the Insured or other data necessary to identify the Insured and the information available to provide assistance, in the case of group insurance also the first and last name or the name of the Policyholder;
  - 3) in the case of an application concerning the Insured mentioned under § 1 section 2 item 3, if the insurance accident occurred outside the borders of the Republic of Poland – to present a Polish visa valid on the day of occurrence of the insurance accident;
  - 4) indicate the telephone number where the Assistance Centre can reach the insured person or his or her representative;
  - 5) enable the doctors at the Assistance Centre to access necessary medical information;
  - 6) follow the advice of the Assistance Centre when providing information and the necessary powers of attorney;
  - 7) enable the Assistance Centre to take the necessary steps to establish the circumstances in which the loss occurred, the legitimacy and amount of the claim, and to provide assistance and explanations for this purpose.
2. If the insured or a person acting on his or her behalf, for reasons beyond their control, including as a result of a fortuitous event or force majeure, could not contact the Assistance Centre by telephone in the manner referred to in section 1, is obliged to notify the Insurance accident occurrence within 7 days from the day when contacting the Assistance Centre became possible. Furthermore, the insured person or the person acting on his or her behalf shall state the reason for his or her inability to contact the Assistance Centre.
3. In cases where, in accordance with the General Conditions of Insurance, PZU SA is obliged to reimburse the costs of treatment or assistance services incurred, PZU SA reimburses those costs:
  - 1) in case of insurance of medical treatment costs – up to the amount of costs actually incurred and documented by an appropriate bill, not more than the sum insured, with reservation of the limits mentioned under § 28 items 2–5;
  - 2) in assistance insurance – up to the amount of costs actually incurred and documented by an appropriate bill, not more than up to the limit of the liability established for a given assistance service, and in the absence of such establishment, up to the amount corresponding to the average price of providing this type of service.
4. The costs referred to in section 3 incurred by the insured person or by another person but on the instructions of the insured person shall be reimbursed to the insured person. In other cases, these costs shall be reimbursed to the person who incurred them.
5. The basis for consideration of a claim is the submission of documentation necessary to establish the validity of the claim and the amount of benefits: medical documentation with the diagnosis and description of the treatment administered, documents relating to other costs covered by the insurance and, if the costs are covered by the insured, submission of receipts and proofs of payment.
6. In the event of failure to notify PZU SA of the insurance accident within the timeframe set out in section 2 due to intentional fault or gross negligence, PZU SA may reduce the benefit accordingly if the violation contributed to the increase of the loss or prevented PZU SA from determining the circumstances and effects of the insurance

accident. The effects of failure to notify PZU SA of an insurance accident do not occur if PZU SA, within the timeframe referred to in section 2, received information on circumstances that should have been notified.

## CHAPTER III FINAL PROVISIONS

### § 32

1. Claim, complaint or grievance may be submitted to any PZU customer service unit.
2. Claim, complaint or grievance may be submitted:
  - 1) in writing - delivered in person or sent by post within the meaning of the Act on Postal Law, for example by writing to the following address: PZU SA ul. Postępu 18A, 02-676 Warszawa (address for correspondence purpose only);
  - 2) in writing - sent to the address for electronic delivery of PZU SA within the meaning of the Act on Electronic Delivery, starting from the date of entering this address into the database of electronic addresses;
  - 3) verbally - by phone, for example by calling the helpline number 801 102 102 or in person for the record during a visit to the unit referred to in sec. 1;
  - 4) in electronic form - by sending an e-mail to the address reklamacje@pzu.pl or completing the form on [www.pzu.pl](http://www.pzu.pl).
3. PZU shall examine the claim, complaint or grievance and respond to them without undue delay, however not later than within 30 days from the date of their receipt, subject to sec. 4.
4. In particularly complicated cases when it is not possible to consider a claim, complaint, or grievance and to provide a reply within the time limit referred to in sec. 3, PZU provides the person who submitted the claim, complaint, or grievance with information in which:
  - 1) explains the reason for the delay;
  - 2) indicates the circumstances that must be established before handling the case;
  - 3) specifies the expected time for considering a claim, complaint or grievance and for providing a response, which may not exceed 60 days from the date of receipt of the claim, complaint or grievance.
5. PZU's response to the claim, complaint or grievance shall be delivered to the person who submitted it:
  - 1) if the customer is a natural person - in writing, but the answer can be delivered by e-mail at the customer's request only;
  - 2) if the client is an entity other than the one indicated in point 1 - in writing or by means of another durable medium.
6. A natural person who has submitted a complaint, has the right to lodge a complaint to the Financial Ombudsman regarding:
  - 1) failure to handle claim in the complaint examination procedure;
  - 2) failure to perform the actions resulting from handling the complaint as requested by this person, within the period specified in the response to this complaint.
7. Claims, complaints and grievances are examined by organizational units of PZU which are competent with regard to the subject matter of the case.
8. Complaints are regulated in the Act on Complaints Handling by Financial Market Entities and on the Financial Ombudsman, and in the Act on Insurance Distribution.
9. PZU SA considers possibility of out-of-court dispute resolution.
10. The entity authorized to settle disputes out of court within the meaning of the Act on Out-of-court Settlement of Consumer Disputes, having jurisdiction over PZU SA, is the Financial Ombudsman whose website is available at the following address: [www.rf.gov.pl](http://www.rf.gov.pl).
11. The Policyholder, the insured, beneficiary and entitled under the insurance contract, who is a consumer, shall have the right to apply for assistance from Municipal and County Consumer Ombudsmen.
12. In the case of a contract concluded through the internet the consumer shall have the right to use out of court dispute resolution and submit his/her complaint via the online dispute resolution platform (the ODR Platform) in accordance with Regulation (EU) No 524/2013 of the



European Parliament and of the Council of 21 May 2013 – address: <http://ec.europa.eu/consumers/odr/>. The functioning of the ODR Platform is the responsibility of the European Commission. The e-mail address for contacting PZU is as follows: [reklamacje@pzu.pl](mailto:reklamacje@pzu.pl).

**13.** PZU shall be subject to the Polish Financial Supervision Authority.

**14.** PZU SA shall communicate with consumers in Polish.

**15.** Any action concerning the claims under the insurance contract may be brought in accordance with the provisions on general

jurisdiction or before the competent court for the place of residence or legal address of the Policyholder, the Insured or the beneficiary under the insurance contract.

**16.** Any action concerning the claims under the insurance contract may be brought in accordance with the provisions on general jurisdiction or before the competent court for the place of residence of the heir of the Insured or the heir of the beneficiary under the insurance contract.

## CLAUSE NO. 1 TO THE GTCI – PZU WOJAŻER ASSISTANCE INSURANCE EXTENDED PACKAGE

Appendix No. 1 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Extended Package.

### § 2

The term “**costs of transport**” used in this Clause shall be understood as the costs of a train, coach or ferry ticket or if such train, coach or ferry travel is longer than 12 hours – a flight ticket in economy class.

### § 3

1. In the case of the Insured traveling within the territory of the Republic of Poland or outside its borders, under this Clause PZU SA shall organize and cover the costs of the following assistance services:

#### 1) **Sending of necessary personal items**

In the case of loss, damage to or destruction of personal items of the Insured, excluding any documents irrespective of their nature, necessary to continue the trip, PZU SA shall organize and cover the costs of sending replacement personal items to the place of the Insured's stay. In the case of loss of medications, which should be taken as prescribed by a physician, PZU SA shall organize and cover the costs of sending medications to the place of the Insured's stay.

This may be done only if the Emergency Center is provided with such personal items or medications;

#### 2) **Accommodation for the time of convalescence**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured was hospitalized and the attending physician in agreement with a physician from the Emergency Center recommends further convalescence, PZU SA shall organize and cover the costs of accommodation at a hotel for the Insured up to the amount of PLN 400 for a day and maximum for 10 days;

#### 3) **Early return home of the Insured**

If the Insured is forced to early return home immediately and the originally intended means of transportation may not be used, PZU SA shall organize and cover the costs of transport of the Insured. This service shall be provided only in the case of:

- a) an accident, a severe disease or death of a person close to the Insured, which occurred in the country of permanent residence of the Insured,
- b) loss at the Insured's home as a result of burglary or a random event provided that such event occurred in the Republic of Poland and that the necessity for performing acts in law and administrative activities absolutely required the presence of the Insured.

The necessity for the Insured to return home earlier should be confirmed with medical documentation, confirmation of an administrator or notification from the police, depending on a reason for such return;

#### 4) **Visit of a person close to the Insured**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured is hospitalized for more than 7 days and is not accompanied by any adult close person, PZU SA shall organize and cover the costs of return transport of one close person indicated by the Insured.

Additionally, PZU SA shall organize and cover the costs of accommodation at a hotel for such person up to the amount of PLN 400 for a day and maximum for 10 days;

#### 5) **Substitute driver**

If the state of health of the Insured, confirmed by a written medical certificate issued by the attending physician of the Insured, does not permit the Insured to drive a motor vehicle, motorcycle

or scooter which the Insured used to travel around Europe, and none of the passengers have a driver's license or cannot operate a vehicle, PZU SA shall organize and cover the costs of transport of a substitute driver indicated by the Insured to the place where the vehicle is, who shall drive the Insured and passengers, and in the case of motorcycle or scooter – when the number of seats is limited – the Insured or a passenger, as indicated by the Insured, to the place of permanent residence. This service shall not cover the costs of fuel, highway tolls, parking fees, accommodation costs and other costs borne by the Insured during their and passengers' return to the place of permanent residence.

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

a) If during the trip within the period of insurance the Insured's payment cards or checks issued by a bank with its registered seat in the territory of the Republic of Poland are stolen or lost, PZU SA shall provide assistance in blocking a personal bank account consisting in:

- providing the Insured with a relevant phone number to the bank maintaining the above mentioned bank account, or
- providing the bank maintaining the above mentioned bank account information on the theft or loss of payment cards or checks, whereas PZU SA shall not be liable for effectiveness or correctness of the bank's process of blocking such cards or checks,

b) If during the trip within the period of insurance the Insured's documents needed during the trip (passport, identity card, visa, driver's license, tickets) are stolen, lost or damaged, the Emergency Center shall provide information on activities that are to be taken in order to obtain replacement documents,

c) If the Insured submitted the offence notification related to the offence referred to in letter a or b to the police, after presenting the confirmation of such notification PZU SA shall pay the Insured a one-off benefit in the amount of PLN 500.

2. In the case of the Insured traveling outside the borders of the Republic of Poland, under this Clause PZU SA shall additionally organize and cover the costs of the following assistance services:

#### 1) **Assistance in paying bail**

If the Insured was held outside the Republic of Poland in relation to the occurrence of an event (an accident), for which the Insured may be liable, and if in order to release the Insured from custody or other form of limitation or deprivation of freedom or in order to guarantee the payment of costs of proceedings and financial penalties the law of a given country requires that a bail be paid, PZU SA, at the request of the Insured, shall be a go-between in paying the bail provided that the amount of bail has been previously paid by a person indicated by the Insured to the bank account indicated by PZU SA.

PZU SA shall not be a go-between in paying the bail if arrest or any other form of limitation or deprivation of freedom of the Insured is related to smuggling or trading in intoxicants, psychotropic substances, new psychoactive substances or substitutes within the meaning of the regulations on drug prevention, as well as alcohol, weaponry or participation of the Insured in actions of political or terroristic nature;

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

If the Insured got into a conflict with the justice system in the country where the Insured was staying, PZU SA shall provide the services of an interpreter and cover the interpreter's fee up to the amount of PLN 5,000. This service shall be provided outside the borders of the Republic of Poland and in the case of a foreigner also in the territory of the Republic of Poland if the foreigner got into conflict with the Polish justice system;

**3) Legal assistance**

If the Insured got into a conflict with the justice system in the country where the Insured was staying, PZU SA shall provide the services of a lawyer representing the Insured and cover the lawyer's fee up to the amount of PLN 10,000 provided that the allegations refer exclusively to the scope of civil liability pursuant to law of the country where the Insured is staying. This service shall be provided outside the borders of the Republic of Poland and in the case of a foreigner also in the territory of the Republic of Poland if the foreigner got into conflict with the Polish justice system.

PZU SA shall not cover the costs of legal assistance if a legal problem of the Insured is related to the Insured's professional activity or possession or storage of vehicles. If the proceedings against the Insured showed their deliberate acts, the Insured shall be obliged to return the costs of legal assistance incurred by PZU SA within 30 days from the day of returning home;

**4) Continuation of trip**

If the state of health of the Insured being a participant of a tourist trip, the itinerary of which provides for changing places of stay of participants, has improved, PZU SA shall organize and cover the costs of transport of the Insured from the place where the Insured sustained a sudden illness or an accident to another place compliant with the itinerary in order to render it possible for the Insured to continue the trip;

**5) Refund of costs resulting from the delay of trip**

If there is a delay in scheduled flights, departure of scheduled trains or coaches or ferries during the trip of the Insured during the period of insurance, on the basis of named receipts and confirmation of their payment PZU SA shall refund the costs of purchasing necessities, i.e. foods, meals and toiletries, to the Insured up to the amount of PLN 300. The liability of PZU SA shall not cover the costs incurred in relation to delays in charter flights.

## **CLAUSE NO. 2 TO THE GTCI – PZU WOJAŻER ASSISTANCE INSURANCE FAMILY PACKAGE**

Appendix No. 2 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### **§ 1**

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Family Package.

### **§ 2**

The term “costs of transport” used in this Clause shall be understood as the costs of a train, coach or ferry ticket or if such train, coach or ferry travel is longer than 12 hours – a flight ticket in economy class.

### **§ 3**

Under this Clause PZU SA shall organize and cover the costs of the following assistance services:

1) **Transport home for close persons insured under family insurance contract or one other person accompanying the Insured during the trip:**

a) **in the case of transport of the Insured home due to state of health**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured is transported home, PZU SA shall organize and cover the costs of transport of the close persons accompanying the Insured during the trip who are covered by insurance along with the Insured under the same

family insurance contract, or one other person accompanying the Insured during the trip,

b) **in the case of death of the Insured**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured died during the trip, PZU SA shall organize and cover the costs of transport of close persons who are covered by insurance along with the Insured under the same family insurance contract, or one other person accompanying the Insured during the trip. The costs shall be covered provided that the originally intended means of transportation could not be used;

2) **Coverage of costs of hotel for close persons insured under family insurance contract or one other person accompanying the Insured during the trip**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured is hospitalized after the planned day of returning home and the event occurred within the period of insurance, PZU SA shall organize and cover the costs of accommodation at a hotel up to the amount of PLN 400 for one day per 1 person for close persons who are covered by insurance along with the Insured under the same family insurance contract, or one other person accompanying the Insured during the trip, who stay with the ill person until transport is possible, however no longer than 10 days.

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

Appendix No. 3 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Child/ Dependent Person Package.

### § 2

The terms used in this clause shall have the following meaning:

- 1) **child** – a minor who on the day of the insured event has not attained the age of 18;
- 2) **dependent person** – a close person who due to their age, bad health or congenital defects is unable to satisfy their own needs and requires constant care;
- 3) **costs of transport** – costs of a train, coach or ferry ticket or if such train, coach or ferry travel is longer than 12 hours – a flight ticket in economy class.

### § 3

Under this Clause PZU SA shall organize and cover the costs of the following assistance services:

- 1) **Care over insured children or dependent persons in the case of hospitalization of a parent or a guardian traveling with them**

In the case of hospitalization of a parent or a guardian who traveled with children or dependent persons and was not accompanied by any adult close person, PZU SA shall organize and cover the costs of:

- a) transport of children or dependent persons to their home or the place of residence of a person who was appointed by their parent or guardian to take care of the children or dependent persons as well as take care of them during such transport provided that the parent or the guardian submitted a written consent to such transport, or
- b) return transport of a parent or a guardian in order to pick up the child or dependent person and shall cover the costs of accommodation for one night for the parent or guardian and the costs of transport of the child or dependent person together with the parent or the guardian unless a means of transportation which the child or dependent person used may not be used.

If PZU SA fails to contact the person designated by the parent or the guardian within 24 hours from the moment of the Emergency Center being notified about the need to organize the aforementioned service using contact information provided by the parent or the guardian or the designated person refuses to provide the relevant care, thus making it impossible to provide services mentioned in letter a or b, PZU SA shall organize and cover the costs of care over children and dependent persons at the place of the insured event maximum for 3 days up to the amount of PLN 1,500. If following the lapse of this period it is necessary to extend the period of such care, PZU SA shall make every effort to organize the care to be provided by extended family or social services. This benefit shall be provided at the request of the parent or guardian and upon their written consent;

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

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, a child or a dependent person is hospitalized and the attending physician of the Insured in agreement with a physician from the Emergency Center deems it necessary for a parent or a guardian to be permanently present with the child or the dependent person in hospital, PZU SA:

- a) shall organize and cover the costs of return transport of the parent or the guardian as well as the costs of accommodation at a hotel for the parent or the guardian up to the amount of PLN 400 for one day per 1 person until the child or the dependent person is discharged from hospital, however no longer than 10 days, or
  - b) shall organize and cover the costs of stay at a hotel for the parent or the guardian traveling together with the child or the dependent person up to the amount of PLN 400 for one day until the child or the dependent person is discharged from hospital, however no longer than 10 days.
- 3) **Private lessons for a primary and secondary school child**  
If, as a result of an accident or a sudden illness falling under the responsibility of PZU SA, the child could not attend school for at least 1 week from the date of return from the trip, which will be documented, PZU SA organizes and covers in Poland the costs of individual tutoring in the subjects included in the curriculum.

## CLAUSE NO. 4 TO THE GTCI – PZU WOJAŻER ASSISTANCE INSURANCE BUSINESS PACKAGE

Appendix No. 4 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

1. Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Business Package.
2. This clause shall not apply to an insurance contract in which the insured is a Polish citizen or a foreigner for whom the Republic of Poland is the country of permanent residence and who travels on business in the territory of the Republic of Poland.

### § 2

The terms used in this clause shall have the following meaning:

- 1) **costs of transport** – costs of a train, coach or ferry ticket or if such train, coach or ferry travel is longer than 12 hours – a flight ticket in economy class;
- 2) **business trip** – a trip consisting of consecutive following periods:
  - a) a period from leaving the workplace or home in order to directly embark on a trip to the destination outside the workplace or home, stipulated in b,
  - b) a period of staying in the destination indicated by an employer as a place of performing duties outside the workplace or home,
  - c) a period of returning home from the destination stipulated in b to the entry the workplace or home.

### § 3

1. In the case of the business trip of the Insured within the territory of the Republic of Poland or outside its borders, under this Clause PZU SA shall organize and cover the costs of the following assistance services:

- 1) **Sending of necessary items for personal or business use**  
In the case of loss, damage to or destruction of items for personal or business use of the Insured, excluding any documents irrespective of their nature, necessary to continue the business trip and perform duties, PZU SA shall organize and cover the costs of sending replacement items for personal or business use to the place of the Insured's stay. In the case of loss of medications, which should be taken as prescribed by a physician, PZU SA shall organize and cover the costs of sending medications to the place of the Insured's stay. This may be done only if the Emergency Center is provided with such personal items or medications;
- 2) **Accommodation for the time of convalescence**  
If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured was hospitalized and the attending physician in agreement with a physician from the Emergency Center recommends further convalescence, PZU SA shall organize and cover the costs of accommodation at a hotel for the Insured up to the amount of PLN 400 for a day and maximum for 10 days;
- 3) **Early return home or to workplace of the Insured**  
If the Insured is forced to sudden early return home or workplace immediately and the originally intended means of transportation may not be used, PZU SA shall organize and cover the costs of transport of the Insured. This service shall be provided only in the case of:
  - a) an an accident, a severe disease or death of a person close to the Insured, which occurred in the country of permanent residence or country of residence of the Insured,
  - b) loss at the Insured's home as a result of burglary or a random event provided that such event occurred in the Republic of Poland and that the necessity for performing acts in law and administrative activities absolutely required the presence of the Insured,
  - c) an unexpected event at workplace: fire, strike, death of a manager or any other event impacting the activities of the company

employing the Insured and forcing them to unplanned return to the workplace.

The necessity for the Insured to return home or to the workplace earlier should be confirmed with medical documentation, confirmation of an administrator, notification from the police or correspondence from the workplace, depending on a reason for such return;

#### 4) **Visit of a person close to the Insured**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, during the business trip the Insured is hospitalized for more than 7 days and is not accompanied by any adult close person, PZU SA shall organize and cover the costs of return transport of one close person indicated by the Insured. Additionally, PZU SA shall organize and cover the costs of accommodation at a hotel for such person up to the amount of PLN 400 for a day and maximum for 10 days;

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

- a) If during the business trip within the period of insurance the Insured's payment cards or checks issued by a bank with its registered seat in the territory of the Republic of Poland are stolen or lost, PZU SA shall provide assistance in blocking a personal bank account consisting in:
  - providing the Insured with a relevant phone number to the bank maintaining the above mentioned bank account, or
  - providing the bank maintaining the above mentioned bank account information on the theft or loss of payment cards or checks, whereas PZU SA shall not be liable for effectiveness or correctness of the bank's process of blocking such cards or checks,
- b) If during the business trip within the period of insurance the Insured's documents needed during the business trip (passport, identity card, visa, driver's license, tickets) are stolen, lost or damaged, the Emergency Center shall provide information on activities that are to be taken in order to obtain replacement documents,
- c) If the Insured submitted the offence notification related to the offence referred to in letter a or b to the police, after presenting the confirmation of such notification PZU SA shall pay the Insured a one-off benefit in the amount of PLN 500;

#### 6) **Substitute driver**

If the state of health of the Insured, confirmed by a written medical certificate issued by the attending physician of the Insured, does not permit the Insured to drive a motor vehicle, motorcycle or scooter which the Insured used to travel for business purposes around Europe, and none of the passengers have a driver's license or cannot operate a vehicle, PZU SA shall organize and cover the costs of transport of a substitute driver indicated by the Insured to the place where the vehicle is, who shall drive the Insured and passengers, and in the case of motorcycle or scooter – when the number of seats is limited – the Insured or a passenger, as indicated by the Insured, to the place of permanent residence. This service shall not cover the costs of fuel, highway tolls, parking fees, accommodation costs and other costs borne by the Insured during their return to the place of permanent residence;

#### 7) **Substitution during a business trip**

In the case of insurance contracts concluded by employers to the benefit of its employees and in the case of insurance contracts concluded by entrepreneurs conducting individual business activity, if as a result of an accident or a sudden illness covered by the liability of PZU SA the Insured cannot continue to perform

- business duties, PZU SA shall organize and cover the costs of transport of the aforementioned employee to their home, provided that the originally intended means of transport cannot be used, and the costs of transport of an employee delegated to substitute the Insured.
2. In the case of the Insured traveling for business purposes beyond the borders of the Republic of Poland, under this Clause PZU SA shall additionally organize and cover the costs of the following assistance services:
- 1) **Assistance in paying bail**  
If the Insured was held outside the Republic of Poland in relation to the occurrence of an event (an accident), for which the Insured may be liable, and if in order to release the Insured from custody or other form of limitation or deprivation of freedom or in order to guarantee the payment of costs of proceedings and financial penalties the law of a given country requires that a bail be paid, PZU SA, at the request of the Insured, shall be a go-between in paying the bail provided that the amount of bail has been previously paid by a person indicated by the Insured to the bank account indicated by PZU SA.  
PZU SA shall not be a go-between in paying the bail if arrest or any other form of limitation or deprivation of freedom of the Insured is related to smuggling or trading in intoxicants, psychotropic substances, new psychoactive substances or substitutes within the meaning of the regulations on drug prevention, as well as alcohol, weaponry or participation of the Insured in actions of political or terroristic nature;
- 2) **Assistance of interpreter in case of conflict with the justice system**  
If the Insured got into a conflict with the justice system in the country where the Insured was staying, PZU SA shall provide the services of an interpreter and cover the interpreter's fee up to the amount of PLN 5,000. This service shall be provided outside the borders of the Republic of Poland and in the case of a foreigner
- also in the territory of the Republic of Poland if the foreigner got into conflict with the Polish justice system;
- 3) **Legal assistance**  
If the Insured got into a conflict with the justice system in the country where the Insured was staying, PZU SA shall provide the services of a lawyer representing the Insured and cover the lawyer's fee up to the amount of PLN 10,000 provided that the allegations refer exclusively to the scope of civil liability pursuant to law of the country where the Insured is staying. This service shall be provided outside the borders of the Republic of Poland and in the case of a foreigner also in the territory of the Republic of Poland if the foreigner got into conflict with the Polish justice system.  
PZU SA shall not cover the costs of legal assistance if a legal problem of the Insured is related to the Insured's professional activity or possession or storage of vehicles. If the proceedings against the Insured showed their deliberate acts, the Insured shall be obliged to return the costs of legal assistance incurred by PZU SA within 30 days from the day of returning home;
- 4) **Continuation of business trip**  
If the state of health of the Insured being on a business trip, has improved, PZU SA shall organize and cover the costs of transport of the Insured from the place where the Insured sustained a sudden illness or an accident to another place compliant with the itinerary in order to render it possible for the Insured to continue the trip;
- 5) **Refund of costs resulting from the delay of business trip**  
If there is a delay of at least 3 hours in scheduled flights, departure of scheduled trains or coaches or ferries during the business trip of the Insured during the period of insurance, on the basis of named receipts and confirmation of their payment PZU SA shall refund the costs of purchasing necessities, i.e. foods, meals and toiletries, to the Insured up to the amount of PLN 300. The liability of PZU SA shall not cover the costs incurred in relation to delays in charter flights.

## CLAUSE NO. 5 TO THE GTCI – PZU WOJAŻER ASSISTANCE INSURANCE SPORT PACKAGE

Appendix No. 5 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

1. Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Sport Package.
2. This Clause may apply to PZU Wojażer insurance, the scope of which is extended by the risks resulting from:
  - 1) recreational skiing or snowboarding on marked ski slopes, or
  - 2) practising competitive sports, or
  - 3) practising high-risk sports.
3. Sports equipment shall also be understood as sports accessories.

### § 2

Under this Clause PZU SA shall organize and cover the costs of the following assistance services:

#### 1) **Organization and coverage of costs of functional, motor and performance testing**

If, as a result of an accident which occurred when practising sport and covered by the liability of PZU SA, the Insured practising competitive sports shall be obliged to undergo functional, motor or performance testing, PZU SA, within the sum insured determined for medical expenses insurance, shall organize and cover the costs of such testing at the place where the accident occurred, and if it is impossible to carry out such testing in the place where the accident occurred, in a different place in the country where this accident occurred or in the Republic of Poland;

#### 2) **Provision of information related to tourism, sports and recreational activities**

At the Emergency Center the Insured is provided via telephone with information concerning:

- a) rules applicable to the practising the following sports: recreational skiing or snowboarding, sailing, air and motor sports, water skiing, climbing,
- b) climate and natural conditions in a country which the Insured is visiting,
- c) required permits for staying in a country which the Insured is visiting,
- d) required preventive vaccination,
- e) tourist attractions which are worth seeing when staying in a given country,
- f) prices of museum, cinema, theater tickets,
- g) prices of local public transportation tickets.

### § 3

PZU SA shall reimburse the following costs on the basis of this Clause:

#### 1) **Accommodation in the event of an avalanche descent**

If, due to an avalanche or snow slide, access to the ski resort, in which the Insured is accommodated will be blocked or the public transport to this center will be cancelled or shortened, PZU SA will reimburse reasonable costs of accommodation of the Insured in another place and transport of the Insured to this other place of accommodation or the costs of transport to the ski resort where the Insured is accommodated, up to the maximum amount of PLN 2,000;

#### 2) **Benefit in the case of closing downhill courses**

If the scope of protection is extended by recreational skiing or snowboarding on marked downhill courses, if due to adverse weather conditions during the Insured's stay between 15 December and 31 March, all marked downhill courses located within a radius of 30 km from the Insured's place of accommodation are closed, PZU SA will pay the Insured the amount of PLN 100 for each full day of closing of marked downhill courses, maximum for 10 days;

#### 3) **Repair of damaged sports equipment or renting of equipment**

In the case of loss of or damage to sports equipment being a part of the Insured's travel luggage as a result of an accident which occurred within the period of insurance understood as:

- a) a collision of the Insured with other persons, vehicles, animals or objects or a fall of the Insured when practising sports resulting in an injury confirmed by medical documentation,
- b) burglary or robbery confirmed by a report to the police,
- c) a random event confirmed by rescue services,

PZU SA shall refund the costs of repair of such equipment or costs of renting it as a substitution, which were borne by the Insured within the period of insurance, which was damaged or lost, up to the amount of PLN 500. The costs shall be refunded on the basis of a named receipt issued for the Insured and the confirmation of payment as well as photographic documentation proving the damage of sports equipments as a result of the accident, and the documentation referred to in a-c;

#### 4) **Costs of unused Ski-Pass**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA confirmed by medical documentation, the Insured is not able to use the Ski-Pass, i.e. a lift ticket authorizing to use ski lifts or take part in classes of ski or snowboard school, PZU SA shall refund the costs of the unused Ski-Pass to the Insured up to the amount of PLN 500. Such refund shall be proportionate to its unused part and be effected only when the Insured cannot return the Ski-Pass to the seller.



## CLAUSE NO. 6 TO THE GTCI – PZU WOJAŻER ASSISTANCE INSURANCE CYCLIST PACKAGE

Appendix No. 6 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

1. Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance assistance Cyclist Package.
2. This Clause may only apply to insurance contracts concluded with the territorial scope "Wojażer Poland" or "Wojażer Europe".

### § 2

The terms used in this clause shall have the following meaning:

- 1) **bicycle** – a single-track or multi-track vehicle moved by the force of the cyclist's muscles;
- 2) **accident** – a collision of the Insured riding a bicycle with other vehicles, persons, animals or objects as well as a fall of the cyclist while riding or an unintentional damage of the bicycle by third parties;
- 3) **costs of transport** – costs of a train, coach or ferry ticket or if such train, coach or ferry travel is longer than 12 hours – a flight ticket in economy class.

### § 3

1. In the case of damage to, destruction or loss of a bicycle, belonging to the Insured, as a result of a random event, a rescue operation in relation to the random event, an accident or robbery, the Insured shall be entitled to one of the following benefits:
  - 1) reimbursement of costs of renting a bicycle for a period not longer than 7 days, however no longer than by the end of the period of insurance, or
  - 2) reimbursement of costs of transport of the Insured together with the damaged or destroyed bicycle to the nearest garage or home, or
  - 3) reimbursement of costs of transport of the Insured (when the bicycle was robbed or scrapped by the Insured) to the subsequent stage of the trip or home, or
  - 4) reimbursement of costs of repair of the bicycle carried out during the trip, allowing the Insured to continue the trip.
2. A benefit referred to in (1) selected by the Insured shall be up to the amount of:
  - 1) PLN 500 – for "Wojażer Poland";
  - 2) PLN 1,000 – for "Wojażer Europe".
3. The reimbursement of costs of repair or renting of the bicycle shall be effected on the basis of named receipts for renting or repair

of the bicycle and confirmation of their payment, photographic documentation with a date stamp, confirming the fact of bicycle damage and a brand name of the bicycle, and in the case of robbery – confirmation of reporting such fact to the police.

4. The costs of repair of the bicycle may not exceed the value of the bicycle as at the day of damage.
5. The reimbursement of costs of transport shall be effected on the basis of receipts for tickets and confirmation of their payment, photographic documentation with a date stamp, confirming the fact of bicycle damage, and in the case of robbery – confirmation of reporting such fact to the police.

### § 4

Assistance benefits – without prejudice to provisions of § 30 of the GTCI – shall not be provided if the damage:

- 1) was caused deliberately or as a result of gross negligence of the Insured, unless in the case of gross negligence the provision of benefit is compliant with the rules of equity under given circumstances;
- 2) was caused deliberately by a person with whom the Insured shares the same household;
- 3) occurred due to the 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 applies for an assistance benefit, the Insured shall be obliged to:

- 1) in the case of renting or repairing a bicycle – immediately inform PZU SA of an accident, no later than within 7 days from the day of the damage;
- 2) in the case of a road accident – to record the details of vehicles, persons who participated in the accident, drivers of other vehicles, as well as the policy number, name and address of the insurance company where the person responsible for the occurrence of damage purchased the third party liability insurance policy;
- 3) immediately notify the police of a damage that occurred in circumstances which give rise to a presumption that a crime was committed;
- 4) present available evidence related to the occurrence of the damage and costs borne, and in the case of repair of the bicycle, document the value of the bicycle and in lack of such documents give a brand name and year of purchase of the bicycle.

## CLAUSE NO. 7 TO THE GTCI – PZU WOJAŻER ACCIDENT INSURANCE (NNW)

Appendix No. 7 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include accident insurance.

### § 2

The terms used in this clause shall have the following meaning:

- 1) **consequences of an accident** – permanent health impairment or death;
- 2) **permanent health impairment** – permanent bodily injury of an organ or body system without prospects for improvement.

## SUBJECT MATTER AND SCOPE OF INSURANCE

### § 3

1. The subject matter of accident insurance shall be:
  - 1) the consequences of an accident;
  - 2) permanent health impairment resulting from a seizure or a fainting spell that occurs for a reason other than chronic disease.
2. PZU SA shall be liable for insured events that occurred within the insurance period during the trip of the Insured.
3. The insurance shall cover permanent health impairment or death of the Insured, which occurred not later than within 12 months following the date the insured event occurred referred to in (2).

## EXCLUSIONS OF LIABILITY OF PZU SA

### § 4

1. The liability of PZU SA shall not cover the consequences of insured events that occurred:
  - 1) when the Insured was driving a motor vehicle;
    - a) if the Insured was not licensed to drive the relevant vehicle,
    - b) in a state of intoxication or under the influence of intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of regulations on drug prevention, unless it had no impact on the occurrence of the insured event;
  - 2) when the Insured was driving a vehicle other than a motor vehicle, if the Insured was not licensed to drive the relevant vehicle, unless it had no impact on the occurrence of the insured event;
  - 3) in a state of intoxication or under the influence of intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of regulations on drug prevention, unless it had no impact on the occurrence of the insured event;
  - 4) as a result of alcohol intoxication or using intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of regulations on drug prevention;
  - 5) as a result of the Insured's participation in fights, except when acting in self-defense;
  - 6) in relation to the crime or self-mutilation committed or attempted intentionally by the Insured;
  - 7) in relation to the suicide committed or attempted by the Insured;
  - 8) as a result of loss of consciousness caused by an illness, with the stipulation that this exclusion does not apply to the loss of consciousness caused by a seizure or a fainting spell caused by a reason other than a chronic disease;
  - 9) as a result of the performance of medical procedures regardless of who performed these procedures, unless the performance

of medical procedures applied to direct consequences of an insured event;

- 10) as a result of practising high-risk sports, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 11) as a result of practising recreational skiing or snowboarding on marked ski slopes, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 12) as a result of practising competitive sports, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 13) when carrying out physical works, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 14) as a result of acts of terrorism, warfare, martial law or a state of emergency that occurred in the territory of the country located in a region at risk of acts of terrorism, warfare, martial law or a state of emergency, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 15) as a result of active participation by the Insured in strikes, riots, internal disturbances, protests, road blockades or sabotage;
  - 16) as a result of nuclear contamination, chemical contamination or irradiation.
2. The liability of PZU SA shall not cover the consequences of diseases or medical conditions, even those that occur suddenly or have been diagnosed only as a result of an accident or which constitute the reason why an accident occurred, subject to § 3 (1) point 2. If a disease or medical condition had an impact on the occurrence of an accident, i.e. the reason for the occurrence of an accident is both the disease and an external cause, the liability of PZU SA shall cover permanent health impairment or death resulting from the external cause.
  3. The fact of being in a state of intoxication or under the influence of intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of the regulations on drug prevention and the fact of holding appropriate license to operate a vehicle shall be assessed in accordance with the law applicable in the country having jurisdiction over the place where the insured event occurred.
  4. The liability of PZU SA shall not cover compensation for endured pain, physical and moral suffering, and damages consisting in the loss, damage to or destruction of property.

## BENEFITS AND THEIR AMOUNTS

### § 5

Under accident insurance the following benefits shall be provided:

- 1) benefit for permanent health impairment in a percentage of the sum insured corresponding to the degree of permanent health impairment sustained by the Insured, but not higher than the sum insured set out in the insurance contract;
- 2) benefit for the death in the amount equal to 100% of the sum insured set out in the insurance contract.

## SUM INSURED

### § 6

1. The sum insured shall be determined in agreement with the Policyholder in the insurance contract.

2. The sum insured shall be determined for each insured event which occurred within the period of insurance.

## PROCEDURE IN CASE OF AN INSURED EVENT

### § 7

1. If an insured event occurs, the Insured shall be obliged to:
  - 1) attempt to mitigate its consequences by immediately seeking medical treatment and following the recommended treatment,
  - 2) notify PZU SA of the occurrence of an insured event and provide:
    - a) a detailed description of causes and the course of the insured event,
    - b) medical documentation that confirms bodily injuries or health disorders suffered by the Insured as a result of the insured event within the insurance period,
    - c) a document authorising the Insured to drive a vehicle, if the Insured was driving a vehicle when the insured event occurred;
  - 3) enable PZU SA to obtain information concerning the circumstances specified in the documents mentioned in point 2, in particular from physicians who treated the Insured both prior to and after the insured event.
2. If the Insured dies, the beneficiary shall be obliged to provide PZU SA with a certified copy of the death certificate and the statistical certificate for the death record or medical documentation that confirms the cause of death, if the beneficiary is entitled to obtain such documents, and a document confirming the beneficiary's identity. If the beneficiary has not been designated, the person claiming the benefit, referred to in § 9 (2), shall be obliged to additionally provide documents relating to their civil status that confirm the marriage or kinship with the Insured, or documents that confirm that the aforementioned person was providing care to the Insured on the day of their death.
3. PZU SA shall reserve the right to verify the evidence provided and seek the opinion of specialist physicians.

## DETERMINATION AND PAYMENT OF BENEFITS

### § 8

1. Types and amounts of due benefits shall be determined upon ascertaining that there is a normal causal link between the insured event and the death or permanent health impairment of the Insured.
2. The determination of a normal causal link referred to in (1) and the determination of a degree (percentage) of permanent health impairment shall take place on the basis of the documentation provided or information specified in § 7 and the results of medical examination.
3. At the request and expense of PZU SA, the Insured shall be obliged to undergo additional medical examination or an examination by physicians designated by PZU SA, necessary to determine the validity of filed claims.
4. The degree (percentage) of permanent health impairment should be determined immediately after the completion of treatment, including rehabilitation recommended by a physician, and in the case of longer treatment – not later than in the 12th month counting from the date of occurrence of the insured event. A change in the degree of permanent health impairment at a later time (improvement or aggravation) shall not constitute grounds for the change of the amount of the benefit.
5. If the Insured leaves the territory of the Republic of Poland before the degree (percentage) of permanent health impairment is determined, the determination of the degree (percentage) of permanent health impairment and the amount of benefit shall take place on the basis of medical documentation provided by the Insured.
6. The degree (percentage) of permanent health impairment shall be determined on the basis of the "Table of standards for the percentage-based assessment of permanent health impairment of PZU SA", approved by the Resolution of the Management Board of PZU SA and

in force on the date of conclusion of the insurance contract, available at organizational units of PZU SA and at PZU SA websites.

7. The type of work or activity performed by the Insured shall not be taken into consideration when determining the degree (percentage) of permanent health impairment.
8. In the case of loss of or damage to an organ or system whose functions had already been impaired prior to the insured event due to a disease or previous insured event, the degree (percentage) of permanent health impairment shall be determined as the difference between the degree (percentage) of permanent health impairment determined for the relevant organ or system after the insured event and the degree (percentage) of permanent health impairment that existed prior to the insured event covered by the liability of PZU SA.
9. If the Insured sustains more than one bodily injury as a result of the insured event, the amount of benefit for permanent health impairment shall equal the sum of benefits due for each bodily injury, but cannot be higher than the sum insured set out in the insurance contract.

### § 9

1. The benefit for permanent health impairment shall be paid to the Insured or, where the Insured is a minor – to their statutory representative.
2. The death benefit shall be paid to the beneficiary or, where a beneficiary has not been designated – to persons indicated below, in the following order:
  - 1) a spouse;
  - 2) the Insured's children in equal parts; if one of the children died prior to the death of the Insured, the share that would be attributed to that child shall be attributed to the remaining children in equal parts;
  - 3) the Insured's parents in equal parts or in full to one of the parents, if the other parent died prior to the death of the Insured or if only of the parents has parental authority; where none of the parents has parental authority or where parents are unknown and guardianship had been established for the Insured – to the legal guardians under the same rules as apply to parents;
  - 4) natural persons entitled to inheritance by force of law, in parts attributed to them pursuant to provisions of the Civil Code regarding statutory succession.

The payment of the benefit to a person or persons who belong to a higher category shall exclude the payment of the benefit to a person or persons who belong to a lower category (the highest category is represented by point 1).

3. The Insured may designate or change the beneficiary at any time.
4. If the beneficiary was not designated, PZU SA shall refund the documented costs of the Insured's funeral to the person who bore these costs, up to the amount of the sum insured, from the payable death benefit, with the stipulation that these costs shall be refunded only if they have not been covered by another insurance policy or under another benefit.
5. If PZU SA pays the benefit for permanent health impairment and, subsequently, the Insured dies within 12 months from the date of occurrence of the insured event as a result of this insured event covered by the liability of PZU SA, PZU SA shall pay the death benefit in the amount constituting the difference between the death benefit amount set out in the insurance contract and the amount of the benefit paid to the Insured for permanent health impairment.
6. If the death of the Insured did not occur as a result of the insured event, but before receiving the benefit for permanent health impairment, PZU SA shall pay the benefit for permanent health impairment to the Insured's heirs. If the permanent health impairment was not evaluated prior to the Insured's death, the presumed degree of permanent health impairment according to the assessment of certifying physicians appointed by PZU SA, determined on the basis of provided medical documentation shall apply.

## CLAUSE NO. 8 TO THE GTCI – PZU WOJAŻER CIVIL LIABILITY INSURANCE OF A NATURAL PERSON IN PRIVATE LIFE (OC)

Appendix No. 8 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include civil liability insurance of a natural person in private life (OC).

### § 2

The terms used in this clause shall have the following meaning:

- 1) **private life activities** – activities related to private sphere, not related to professional activity and without relation to the performance of professional duties, paid employment, apprenticeship outside school; private life activities do not include, in particular, conducting business activity, liberal professions, performing functions, including honorary functions in unions, associations, social or political organizations, as well as voluntary work;
  - 2) **small boats** – rowboats, canoes, water bicycles, pontoons, sailing yachts up to 7,5 m hull length and motor yachts, including jet skis, with an engine power not exceeding 50 kW;
  - 3) **motor vehicle** – a mechanically driven vehicle that travels on the road with its own engine, other than a bicycle;
  - 4) **guarantee amount** – an amount specified in the insurance contract which is the upper limit of the liability of PZU SA for civil liability insurance of a natural person in private life;
  - 5) **personal injury** – a loss arising due to death, bodily injury or health disorder, including loss of profit which could be achieved by the aggrieved person had it not been for the injury or health disorder;
  - 6) **material damage** – a loss which is a consequence of the loss, damage to or destruction of a thing, including loss of profit of the aggrieved party which the aggrieved party could earn had it not been for the loss, damage or destruction;
  - 7) **personal transport device** – a device designed for the movement of persons, driven by muscle power or by an electric motor, whose width in motion does not exceeds 0.9 m (for example, scooter, electric scooter).
- 2) caused by the Insured to the Policyholder or close persons of the Insured;
  - 3) consisting in paying pecuniary penalties, contractual penalties, court and administrative fines, taxes and public law liabilities;
  - 4) resulting from the possession, driving, use or launching of any motor vehicle, aircraft, vessel (other than small craft) self-propelled working or agricultural machinery other than personal transport equipment;
  - 5) caused by drunkenness while driving, using or starting up motor yachts by the Insured, unless this did not affect the occurrence of an accident;
  - 6) caused in a state of intoxication or under the influence of intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of regulations on drug prevention, unless it had no impact on the occurrence of the insured event;
  - 7) caused by obstruction of air traffic or collision with the aircraft;
  - 8) caused as a result of warfare, martial law or a state of emergency and participation of the Insured in strikes, riots, internal disturbances, protests, road blockades, acts of terrorism or sabotage;
  - 9) covered by obligatory insurance scheme in the scope of which the Insured shall be obliged to hold insurance cover;
  - 10) caused to the environment through environmental pollution or to the stands of trees and parks;
  - 11) caused by the impact of nuclear energy, laser rays, maser rays, ionising radiation, magnetic or electromagnetic fields or radioactive contamination;
  - 12) consisting in damaging, destroying, losing or stealing of cash, retail vouchers, works of art, jewellery, objects (excluding spectacles and wristwatches), items of precious metal or stone, securities, documents, data carriers or collections of a collector's or archivist nature, items of an antique or unique character;
  - 13) damage to property used by the Insured under a hotel service, lease or rental agreement, contract of use, contract of lending for use, leasing contract or contract for tourist services, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium, subject to (3);
  - 14) for possessing or using fire arms, pneumatic weapons or ammunition to such weapons, unless the liability of PZU SA for losses resulting from possessing or using firearms or pneumatic weapons when hunting animals with the use of fire arms or pneumatic weapons was extended to this extent against the payment of an additional insurance premium under an increase in premium for practising high-risk sports;
  - 15) as a result of practising high-risk sports, unless the liability of PZU SA was extended to this extent for the payment of an additional insurance premium, however, in the event that PZU SA's liability is extended to high-risk sports, the liability of PZU SA excludes losses which arose due to or as a result of:
    - 1) mountaineering above 5 500 m above sea level,
    - 2) expeditions to places characterised by extreme climatic and natural conditions above 5 500 m above sea level;
  - 16) as a result of practising recreational skiing or snowboarding on marked ski slopes, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 17) as a result of practising competitive sports, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 18) arising from transmission of infectious diseases or infections of which the Insured was aware or could have become aware had they practiced due diligence;

## SUBJECT MATTER AND SCOPE OF INSURANCE

### § 3

1. The subject matter of the insurance shall be civil liability of the Insured when during the trip, in relation to carrying out private life activities or property held to carry out private life activities, as a result of a prohibited act (tortious liability) the Insured shall be obliged to indemnify personal injuries or material damage to a third party.
2. The insurance cover also covers liability in connection with the use of bicycles, personal transport equipment and use for recreational purposes of remote-controlled (unmanned): vehicle models, watercraft models, flying models and drones weighing up to 5 kg.
3. The insurance shall also cover losses caused by gross negligence.
4. PZU SA shall provide insurance coverage to the extent of the statutory liability of the Insured.
5. PZU SA shall only be liable if the insured event occurs within the period of insurance and if a claim for compensation is submitted before the end of the limitation period.

## EXCLUSIONS OF LIABILITY OF PZU SA

### § 4

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

- 19) related to the violation of personal rights other than life and health;
  - 20) caused at home.
2. Insurance cover does not cover claims relating to personal rights other than life and health
  3. In the case of the extension of the liability of PZU SA referred to (1) point 13, the insurance shall not cover losses:
    - 1) consisting in losing property for reasons other than damage or destruction;
    - 2) arising from regular wear and tear of property;
    - 3) arising in rented motor vehicles or flying devices;
    - 4) arising in rented sail boats with a hull longer than 7,5 meters; arising in rented motor boats with engine power of more than 50 HP;
    - 5) if the Insured did not hold licenses allowing them to drive vessels in a given country, provided that it had impact on the occurrence of the insured event.
  4. In the case of the extension of the liability of PZU SA referred to (1) point 14, the insurance shall not cover losses caused:
    - 1) as a result of improper security of hunting weapon during transport;
    - 2) to crops and agricultural produce during hunting;
    - 3) with the use of weapon for which the Insured did not have firearms licenses and permits required by law.
  5. The fact of being in a state of intoxication or under the influence of intoxicants, psychotropic substances, substitutes or new psychoactive substances within the meaning of the regulations on drug prevention and the fact of holding appropriate license to operate a vehicle shall be assessed in accordance with the law applicable in the country where the insured event occurred.
- d) notify the Emergency Center of this fact immediately, but not later than within 7 days of receiving a copy of the suit, in order to determine further steps with PZU SA, if any compensatory claims have been brought against the Insured,
  - e) provide the Emergency Center, immediately after receiving, with every summons, copy of the suit and other court documents addressed or served to the Insured,
  - f) provide the Emergency Center with the court decision within the period of time that render it possible to take a position concerning the lodging of an appeal;
- 2) in the case of loss caused in the territory of the Republic of Poland:
    - a) notify PZU SA of the insured event within 7 days of becoming aware of compensatory claims of the aggrieved party and follow the recommendations of PZU SA,
    - b) provide PZU SA with explanations, all available evidence necessary to determine the circumstances of the insured event and the extent of the loss, and to enable the performance of explanatory proceedings,
    - c) notify PZU SA of this fact immediately, but not later than within 7 days of receiving a copy of the suit, in order to determine further steps with PZU SA, if any compensatory claims have been brought against the Insured,
    - d) provide PZU SA with the court decision within the period of time that allows to take a position concerning the lodging of an appeal.
  2. In the case of the extension of the liability of PZU SA referred to § 4 (1) point 13, the Insured shall be obliged to document the occurrence of the loss with a photography presenting the damaged or destroyed property as well as a detailed description of the extend of the loss.
  3. In the case of the extension of the liability of PZU SA referred to § 4 (1) point 13, irrespective of obligations referred to in (2), the Insured shall be obliged to submit a copy of a relevant contract authorizing the Insured to use such equipment along with the information on the manner of repairing the loss. If the loss occurred with the participation of third parties (collision with another vehicle or knocking someone down), the Insured shall be obliged to report this fact to the local police and present PZU SA with the confirmation of such reporting.
  4. If the obligation to notify PZU SA of the occurrence of an insured event within the time limit set out in (1) point 1 letter a or point 2 letter a is breached as a result of willful misconduct or gross negligence, PZU SA may reduce the compensation if the breach contributed to increasing the loss or prevented PZU SA from determining the circumstances and consequences of the insured event.
  5. The consequences of failure to notify PZU SA of the insured event shall not be enforced if PZU SA has been notified of the circumstances that should be communicated thereto within the period referred to in (1) point 1 letter a or point 2 letter a.
  6. The satisfaction or recognition of a claim for damages covered by insurance by the Insured shall have no legal effect with respect to PZU SA, if PZU SA did not give prior consent to such satisfaction or recognition.
  7. The aggrieved party shall be obliged to present PZU SA with evidence of the insured event, in the event of damage to a third party as a result of collision with such party when practising skiing or snowboarding, in the form of a confirmation of reporting this accident on ski slope to competent authorities along with indication of the perpetrator.

## GUARANTEE AMOUNT

### § 5

1. The guarantee amount shall be determined in agreement with the Policyholder in the insurance contract.
2. The guarantee amount shall be determined for each insured event which occurred within the period of insurance.
3. Within the limit of the guarantee amount, PZU SA shall be obliged to cover:
  - 1) the costs referred to in § 23 (3) of the GTC;
  - 2) the costs of defense in connection with claims for damages:
    - a) necessary costs of court defense against the claim of the aggrieved or authorised party during a dispute conducted in agreement with PZU SA,
    - b) necessary costs of court defense in criminal proceedings if the pending proceeding is connected with the determination of liability of the insured and if PZU SA has demanded the initiation of defense or has given its consent to pay the costs,
    - c) costs of litigation, including mediation or conciliation and administrative charges if PZU SA has given the consent to cover these costs.
4. Each payment of compensation or coverage of costs referred to in (3) shall reduce the guarantee amount by the amount paid out.

## PROCEDURE IN CASE OF AN INSURED EVENT

### § 6

1. If an insured event occurs, which may result in civil liability of the Insured, the Policyholder or the Insured shall be obliged to:
  - 1) in the case of loss caused in the territory of country other than the Republic of Poland:
    - a) immediately notify the Emergency Center of the occurrence of the insured event, however no later than within 7 days from the date of occurrence of the insured event, and follow the recommendations of the Emergency Center,
    - b) render it possible for the Emergency Center to carry out activities which are necessary to determine circumstances of the loss, validity and amount of the claim,
    - c) not to conclude contracts related to this liability without acceptance of the Emergency Center,

## DETERMINATION AND PAYMENT OF COMPENSATION

### § 7

1. The compensation shall be paid after determination of liability of the Insured for the loss.
2. If, as compensation, the aggrieved party is entitled to receive both one-off benefits as well as annuities, PZU SA shall pay such compensation from the guarantee amount in force, in the following order:
  - 1) one-off benefit;
  - 2) annuities.

## CLAUSE NO. 9 TO THE GTCI – PZU WOJAŻER TRAVEL LUGGAGE INSURANCE

Appendix No. 9 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include travel luggage insurance.

### § 2

The terms used in this clause shall have the following meaning:

- 1) **professional carrier** – an entrepreneur holding licenses required by law, allowing them to provide paid transit of people with means of transportation;
- 2) **degree of technical wear** – loss of the value of the secured luggage resulting from its lifetime, durability of the materials used as well as a manner of using it;
- 3) **actual value** – a new value less the degree of technical wear.

## SUBJECT MATTER AND SCOPE OF INSURANCE

### § 3

1. The object of insurance shall be the travel luggage of the Insured during the trip, which is under the direct care of the Insured or which was:
  - 1) entrusted to the professional carrier on the basis of a relevant transport document;
  - 2) deposited in the luggage room against receipt;
  - 3) left in a closed separate luggage room at the (railway, bus, air) station or in a hotel;
  - 4) left in a locked passenger car and a locked trunk of the passenger car (including luggage rack);
  - 5) left in a closed room occupied by the Insured in a place of accommodation (excluding a tent).
2. The liability of PZU SA shall cover insured events that occurred within the insurance period during the trip of the Insured.
3. Insurance coverage shall include losses consisting in:
  - 1) losing, destroying or damaging travel luggage, which occurred:
    - a) as a result of a random event,
    - b) as a result of a rescue operation performed in connection with the random event referred to in a,
    - c) as a result of an accident in land, water or air traffic,
    - d) as a result of the accident referred to in (1) point 2,
    - e) as a result of the burglary in the case referred to in (1) points 3-5,
    - f) as a result of robbery,
    - g) under circumstances where the Insured was unable to take care of the travel luggage due to an accident, a sudden illness or a sudden deterioration of the state of health of the Insured confirmed by a medical certificate, subject to point 3;
  - 2) damage to or destruction of suitcases, bags, case packers, rucksacks or similar items resulting from the documented theft of parts or all their contents other than those listed in § 5.2;
  - 3) missing all the travel luggage along with its content in the case referred to (1) point 1, subject to (4);
  - 4) losing, damaging or destroying sports equipment along with accessories and specialist clothing necessary to practise a given sport, as a result of an accident, confirmed by medical documentation, which occurred during its use, provided that the liability of PZU SA was extended to this extent against the payment of an additional insurance premium, and in the case of practising competitive sports, high-risk sports or recreational skiing or snowboarding on marked ski slopes additionally provided that

the liability of PZU SA was extended to include the risk of practising these sports.

4. In the case of damage consisting in the loss of travel luggage in the form of portable electronic equipment entrusted to a professional carrier or in the circumstances referred to in paragraph 3 point 1(g), PZU SA is liable up to the amount of the sum insured, but not more than PLN 3 000.

### § 4

1. In the case of documented delay in delivering the insured travel luggage to the place of stay of the Insured during the trip outside the Republic of Poland and the country of permanent residence or country of residence amounting to at least 24 hours from the planned delivery, PZU SA shall cover the costs, documented by confirmation of payment, of purchasing necessities (clothing, toiletries) up to the amount of PLN 500 within the sum insured. The costs shall be reimbursed exclusively for purchases made until the delivery of the travel luggage.
2. In the case of extending the liability of PZU SA to losses related to sports equipment, in the case of documented delay in delivery of the Insured's baggage containing sports equipment to the place of residence of the Insured during travel outside the Republic of Poland and the country of permanent residence or country of residence by at least 24 hours from the planned date of delivery, PZU SA covers, documented by evidence of payment, the costs of sports equipment rental (corresponding to the sports equipment which was not delivered) up to the maximum amount of 800 PLN within the limits of the sum insured and not longer than until the delivery of baggage containing sports equipment.

## EXCLUSIONS OF LIABILITY OF PZU SA

### § 5

1. PZU SA shall not be liable for any loss:
  - 1) caused intentionally by the Insured;
  - 2) caused deliberately by a person for whom the Insured is liable or with whom the Insured shares the same household;
  - 3) constituting the loss of profit for the Insured;
  - 4) in sports equipment while using it, subject to § 3 (3) point 4; However, if PZU SA's liability is extended to high-risk sports, PZU SA's liability excludes damage to this equipment which occurred due to or as a result of:
    - a) high altitude climbing above 5 500 m above sea level,
    - b) expeditions to places characterised by extreme climatic and natural conditions above 5 500 m above sea level;
  - 5) related to delay in delivery of travel luggage during the trip in the territory of the Republic of Poland and after the Insured returns to the REPUBLIC OF POLAND or the country of permanent residence or the country of residence;
  - 6) caused by acts of terrorism, warfare, martial law or a state of emergency that occurred in the territory of the country located in a region at risk of acts of terrorism, warfare, martial law or a state of emergency, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
  - 7) caused by riots, social unrest, assassination;
  - 8) caused as a result of radioactive or ionizing radiation;
  - 9) which occurred during the relocation of the Insured;
  - 10) in items left without care, subject to § 3 (3) point 1 letter g;
  - 11) caused as a result of it being confiscated, withheld or destroyed by customs authorities or other state authorities;

- 12) as a result of theft without breaking in, subject to § 3 (3) point 1 letter d and point 2;
  - 13) caused when using forged keys;
  - 14) in the equipment of a passenger car which may be the subject matter of comprehensive cover insurance (Autocasco);
  - 15) resulting from a defect of the insured item or its normal wear, leakage of liquids, oils, dyes or corrosive substances kept in the insured travel luggage;
  - 16) in breakable items made of clay, glass, ceramic, porcelain, marble, plaster;
  - 17) consisting only in damaging or destroying suitcases, bags, dressing cases, backpacks and similar items with reservation of § 3 (3) point 2;
  - 18) consisting only in damaging or destroying suitcases, bags, dressing cases, backpacks and similar items with damaging or destroying travel luggage referred to in (2);
  - 19) in cameras and electronic devices resulting from using electric current when using them, unless using electric current led to a fire.
2. Moreover, PZU SA shall not be liable for loss, damage or destruction of the following travel luggage:
- 1) documents, keys, means of payment, tickets, gift vouchers, savings books, securities;
  - 2) means of transportation, excluding strollers, wheelchairs, bicycles;
  - 3) pontoons, sailboats, rowboats and motorboats, kayaks, waterbikes;
  - 4) furs, watches, items and jewelry made of silver, gold, platinum and other metals of platinum family, precious and synthetic stones, precious organic substances (pearl, amber, coral);
  - 5) items of scientific and artistic value, works of art, antiques, collections;
  - 6) car accessories and items used to furnish vehicles such as caravans, trailers, yachts, fuels;
  - 7) electronic equipment other than portable electronic equipment;
  - 8) software, cassettes, CDs, data carriers, video games and accessories to such games, books;
  - 9) weapon of any type, hunting trophies;
  - 10) items in amounts indicating their commercial use;
  - 11) medical equipment, medication, glasses of any type and purpose, contact lenses, prostheses and other medical apparatus or rehabilitation equipment;
  - 12) migration assets;
  - 13) foodstuffs as well as drugs of any type;
  - 14) hygiene products, cosmetics.
- country of residence not later than within 7 days after the day of return to the Republic of Poland, country of permanent residence or country of residence.
2. Where the Policyholder or the Insured, deliberately or through gross negligence, fails to meet the obligation referred to in (1), PZU SA may reduce the benefit accordingly where the failure has contributed to the loss or made it impossible for PZU SA to determine the circumstances and consequences of the insured event.
  3. The consequences of failure to notify PZU SA of the insured event shall not be enforced if PZU SA has been notified of the circumstances that should be communicated thereto within the period referred to in (1).
  4. If a loss has occurred, the Policyholder or the Insured shall be obliged to:
    - 1) provide the representative of PZU SA with assistance and explanations to establish the circumstances of the insured event as well as causes, subject and scope of the loss;
    - 2) prove the occurrence of the insured event covered by the liability of PZU SA;
    - 3) immediately inform the police or appropriate services for investigating offences in the event of a traffic accident, theft, burglary or robbery and provide information concerning a type and amount of the property, its value and obtain a written confirmation of informing the police;
    - 4) immediately inform the relevant professional carrier of the missing travel luggage entrusted to them and obtain a written confirmation of informing the carrier;
    - 5) immediately inform the management of a hotel, state-owned vacation house, campsite or any other accommodation of any loss, which occurred in the place of accommodation or other room supervised by the management, and obtain a written confirmation of informing the management;
    - 6) in the case of loss, destruction or damage to travel luggage as a result of a random event or a rescue operation, obtain a written confirmation of the loss from competent authorities along with a list of the lost items;
    - 7) provide PZU SA, within 7 days from the last day of the trip at the latest, with the list of lost or damaged items, indicating their value, the year of purchase, as well as documents and explanations concerning the circumstances, nature and extent of the loss, and in the case of loss or destruction of travel luggage by the carrier, provide also a ticket.
  5. In the case of delay in delivering travel luggage referred to in § 4 (1), the Insured shall be obliged to report this fact to the carrier and obtain from them documents confirming such delay and the moment of delivering travel luggage by the carrier to the destination or place of stay of the Insured.

## SUM INSURED

### § 6

1. The sum insured shall be determined in agreement with the Policyholder in the insurance contract.
2. The sum insured shall be the upper limit of the liability of PZU SA and be determined for all insured events occurring within the insurance period.
3. PZU SA shall pay the compensation in the amount corresponding to the actual amount of loss, however, no more than up to the sum insured specified in the insurance contract, subject to item (4) and § 3 (4).
4. Every payment of compensation, costs referred to in § 23 (3) of the GTCI and costs referred to in § 4 shall reduce the sum insured by the amount paid out.

## PROCEDURE IN THE CASE OF LOSS

### § 7

1. The Policyholder or the Insured shall be obliged to notify PZU SA of the occurrence of loss immediately, but not later than within 7 days from the day of occurrence of loss, and in the case of trips outside the Republic of Poland or the country of permanent residence or

## DETERMINATION OF COMPENSATION

### § 8

1. In order to prove the occurrence of loss, the Insured shall be obliged to submit:
  - 1) evidence confirming the loss, damage to or destruction of travel luggage;
  - 2) confirmation of losing travel luggage by the carrier and confirmation of raising claims against the carrier for the loss and his decision;
  - 3) a receipt of entrusting travel luggage to the professional carrier or luggage room;
  - 4) medical documentation confirming circumstances referred to in § 3 (3) point 1 letter g;
  - 5) medical documentation related to an accident referred to in § 3 (3) point 1 letter g;
  - 6) documents confirming a delay in delivery of travel luggage as well as receipt containing a list of necessities purchased by the Insured in relation to the delay in delivery of travel.
  - 7) police memo or a note from the relevant prosecuting services confirming the communication accident.
  - 8) The amount of compensation shall be determined on the basis of the value of the object of loss documented by the Insured or, in

the absence of such documentation, on the basis of the average price of an item of the same or similar type or quality, commercially available in the territory of the Republic of Poland on the date of occurrence of the loss.

3. The relevant degree of technical wear, expressed as a percentage, shall be deducted from the value of loss determined according to rules stipulated in (2) above.
4. The amount of compensation according to costs of repair shall be determined according to the scope of actual damage caused by the insured event, on the basis of average prices of a given service or on the basis of actual repair costs documented with a receipt. The costs resulting from unavailability of spare parts or materials required to reinstate the damaged item to a condition from before the loss shall not be taken into account when determining the amount of compensation. The amount of loss determined

according to the costs of repair may not exceed the actual value of the object of insurance.

5. The scientific, collectible, historical and amateur (preferences) value shall not be taken into consideration when determining the amount of the loss.
6. If the Insured, before receiving compensation, recovered stolen items in an undamaged condition, PZU SA shall refund only the necessary costs related to the recovery of items up to the total amount that would constitute compensation for the given item had it not been recovered. If the Insured recovers lost items after compensation has been paid, the Insured shall be obliged to return compensation received for these items to PZU or to leave the said items at the disposal of PZU SA.
7. If the Insured receives compensation from a third party obliged to repair the loss, PZU SA shall reduce such compensation by the amount received by the Insured.



## **CLAUSE NO. 10 TO THE GTCI – PZU WOJAŻER RESIDENT INSURANCE**

Appendix No. 10 to the GTCI for PZU Wojażer established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### **§ 1**

Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include Resident insurance.

### **§ 2**

The term "Resident" used in this Clause shall have the meaning of a person staying in a country different from the country of permanent residence for a period longer than 3 months, whereas such stay is uninterrupted, and where such person has their professional or private life. An uninterrupted stay shall be a stay during which any of breaks is longer than 2 weeks.

### **§ 3**

Subject to § 4, the insurance contract may include Resident insurance only if the basic insurance is not extended to include the risks stipulated in Clauses No. 7–9.

### **§ 4**

- 1.** In Resident insurance medical aid referred to in § 25 of the GTCI shall be provided until treatment of the Insured in the country of residence is finished.
- 2.** Transport of the Insured referred to in § 26 point 1 of the GTCI shall be a service provided only if the Insured resigns from treatment in the country of residence.
- 3.** The remaining provisions of § 25 and § 26 of the GTCI shall not be affected.

### **§ 5**

The provisions of § 30 (1) point 1 and 13 of the GTCI shall not apply to Resident insurance provided that they refer to treatment covered by the insurance coverage.

## CLAUSE NO. 11 TO THE GTCI – PZU WOJAŻER INSURANCE AGAINST CONTINUATION OF MEDICAL TREATMENT AFTER TRIP

Appendix No. 11 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

- Without prejudice to the remaining provisions of the GTCI that were not amended by this clause and subject to the payment of an additional premium by the Policyholder, PZU Wojażer insurance shall be extended to include insurance against continuation of medical treatment after trip.
- The subject matter of this insurance shall be the risk of a sudden illness or an accident occurring within the period of insurance during the trip of the Insured outside the Republic of Poland. The scope of insurance shall cover organization of continuation of treatment in the territory of the Republic of Poland after returning from the trip.

### § 2

The terms used in this clause shall have the following meaning:

- PZU Zdrowie helpline** – helpline used to appoint medical services by indicating a medical facility and date of such services;
- medical consultation** – advice given with a physician of PZU Zdrowie during regular working hours of a medical facility and according to a current schedule of such facility; medical consultation shall not include consultation with a specialist physician holding a title of habilitated doctor, docent and professor;
- medical facility** – an entity conducting medical activity and providing medical services;
- planned surgery** – a surgery carried out in hospital indicated by PZU Zdrowie on a previously determined date; planned surgery shall not cover emergency and urgent surgery;
- PZU Zdrowie** – an entity operating for the benefit of PZU SA, which shall be obliged to organize medical services;
- PZU Zdrowie network** – medical facilities in the territory of the Republic of Poland, cooperating with PZU Zdrowie; a list of medical facilities belonging to PZU Zdrowie network is available at [www.pzu.pl](http://www.pzu.pl) or may be obtained by calling PZU helpline (801 102 102);
- medical services** – medical services covered by the liability of PZU SA, listed in the appendix to this Clause;
- outpatient procedures and diagnostic tests** – outpatient procedures and diagnostic tests ordered during medical consultations due to medical indications, carried out on the basis of referral in medical facilities, listed in the appendix to this Clause.

### SUBJECT MATTER AND SCOPE OF INSURANCE

### § 3

- Under this Clause, PZU SA shall organize and cover the costs of treatment of the Insured in the territory of the Republic of Poland after returning from the trip, provided that the necessity for using the medical service is reported to the Emergency Center within 14 days after the day when the Insured has returned home and refers to a sudden illness or an accident which occurred within the period of insurance during the trip of the Insured, when PZU SA organized medical aid during the trip or assumed liability without organizing such aid.
- Subject to (3), the scope of insurance shall cover organization and coverage of costs of the following medical services:
  - with regard to a sudden illness:
    - maximum 4 medical consultations in the scope stipulated in the appendix to this Clause,

- outpatient procedures and diagnostic tests in the scope stipulated in the appendix to this Clause, up to the amount of PLN 700 for all procedures and tests;
- with regard to an accident:
  - maximum 4 medical consultations in the scope stipulated in the appendix to this Clause,
  - outpatient procedures and diagnostic tests in the scope stipulated in the appendix to this Clause, up to the amount of PLN 700 for all procedures and tests,
  - outpatient rehabilitation ordered during medical consultation, maximum 30 procedures from those stipulated in the appendix to this Clause,
  - one planned surgery and hospitalization in a hospital indicated by PZU Zdrowie, ordered during medical consultation, from surgeries stipulated in the appendix to this Clause, up to the amount of PLN 15,000,
  - medical transport – if, in relation with the planned surgery referred to in d above, it is necessary to organize medical transport ordered by a physician of PZU Zdrowie in relation with the planned surgery referred to in d above, when there are medical contraindications to transport to such surgery or after it using a means of transportation different than a medical means of transportation, up to the amount of PLN 1,000.
- If the consultation with a specialist physician refers to a child who has not attained the age of 15, access to specialist consultations shall depend on availability of a given specialist for children in a given location.
- The Insured may use medical services indicated in (2) point 1 within 60 days from receiving the information on the possibility to use medical services referred to in § 4 (3).
- The Insured may use medical services indicated in (2) point 2 within 12 months from receiving the information on the possibility to use medical services referred to in § 4 (3).
- Medical services referred to in (2) above shall be provided exclusively by PZU Zdrowie network.
- If the costs of medical services referred to in (2) above exceeds the limit determined and the Insured consents to the organization of these services, the costs of said services exceeding the limit shall be borne by the Insured.
- Except for a planned surgery, the Insured shall have the right to determine their own preferences as to indicating: location of a medical facility, a date of medical consultation or a physician within PZU Zdrowie network.
- PZU SA shall organize a planned surgery within 30 days from receiving the report concerning the necessity of a planned surgery at the latest, subject to (10).
- The date referred to in (9) above may be extended if it is justified by the health indications to perform a planned surgery at a later date or by a decision of the Insured.
- The limits of liability for particular medical services shall be determined for all insured events deemed as events constituting basis for the provision of a particular service, occurred within the period of insurance.

### RIGHTS AND OBLIGATIONS OF THE PARTIES

### § 4

- In order to take advantage of the health service, the Insured should notify the Healthcare Centre, whose telephone number is indicated in the insurance contract, within 14 days from the day of returning home, about the need to take advantage of the health service and

provide PZU SA with the documents necessary to establish the legitimacy of the claim.

2. PZU SA shall reserve the right to verify the documents provided and seek the opinion of specialist physicians.

3. Once the requirements stipulated in (1) and (2) have been met, PZU Zdrowie shall inform the Insured of the possibility to use medical services stipulated in § 3 (2).

## APPENDIX TO CLAUSE NO. 11 TO THE GTCI – PZU WOJAŻER

Appendix to Clause No. 11 to the GTCI for PZU Wojażer established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### MEDICAL SERVICES

#### MEDICAL CONSULTATION

Consultation conducted without referral, provided by specialist physicians of PZU Zdrowie during regular working hours of medical facilities and according to a current schedule of such facilities.

Specialist consultation shall include: anamnesis, advice of a specialist along with basic activities necessary to make a diagnosis, take a right therapeutic decision and monitor treatment. Specialist consultation shall not include professor's consultation (with physicians holding a title of habilitated doctor, docent and professor).

#### AVAILABLE PRIMARY CARE PHYSICIANS

Internist/family practitioner/pediatrician.

#### AVAILABLE SPECIALIST PHYSICIANS/PSYCHOLOGIST CONSULTATION

audiologist/phoniatrist,  
vascular surgeon,  
general surgeon,  
dermatologist,  
gastroenterologist,  
gynecologist,  
cardiologist,  
nephrologist,  
neurosurgeon,  
neurologist,  
ophthalmologist,  
orthopedist,  
otolaryngologist,  
psychiatrist,  
pulmonologist,  
infectious diseases specialist,  
medical rehabilitation specialist,  
traumatologist,  
urologist,  
venereologist.

#### OUTPATIENT PROCEDURES AND TESTS

They are carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline.

Procedures are carried out under medical consultation by a physician or a nurse, provided that there is a medical indication and possibility to carry out such activities in outpatient settings in a given facility without loss to the Insured.

#### OUTPATIENT PROCEDURES

Procedures are carried out under medical consultation by a physician or a nurse, provided that there is a medical indication and possibility to carry out such activities in outpatient settings in a given facility without loss to the Insured.

##### 1. Nursing procedures:

- measurement of blood pressure,
- measurement of body height and weight,
- injections: intramuscular, intravenous, subcutaneous,

- administration of drip infusion,
- blood specimen collection.

##### 2. Medical procedures:

- catheter placement (excluding the cost of catheter),
- collecting of material for microbiological examination,
- wound care dressings (wounds, sprains),
- removal of ticks,
- administration of anatoxin against tetanus.

##### 3. Surgery procedures:

- abscess incision,
- stitching,
- removal of stitches.

##### 4. Ophthalmology procedures:

- fundoscopic examination,
- visual acuity examination,
- examination of field of vision,
- measurement of intraocular pressure,
- removal of a foreign body from an eye.

##### 5. Orthopaedic procedures:

- dressing of minor injuries (sprains, dislocations, uncomplicated fracture – excluding the cost of stabilizers and plaster),
- arthrocentesis.

##### 6. Otolaryngological procedures:

- removal of a foreign body from an ear/nose/throat,
- non-invasive treatment of nosebleed,
- ear bandage with medication.

##### 7. Urological procedures:

- catheter placement (excluding the cost of catheter).

### MEDICAL LABORATORY DIAGNOSTICS

#### 1. Haematological examination and examination of clotting parameters:

Activated Partial Thromboplastin Time (APTT), prothrombin time (PT), fibrinogen, blood count with complete differential granulocyte count, blood panel without differential counts, hematocrit, erythrocyte sedimentation rate, leucocytes, platelets, reticulocytes, hemoglobin.

#### 2. Blood biochemistry:

albumins, alpha-linolenic acid (ALA), alanine transaminase (ALT), aspartate transaminase (AST), amylase, apolipoprotein A-I, total protein, C-reactive protein (CRP), direct bilirubin, indirect bilirubin, total bilirubin, chlorides (Cl), total cholesterol, HDL and LDL, rheumatoid factor (RF), lactate dehydrogenase (LDH), acetylcholinesterase, alkaline phosphatase (ALP), total acid phosphatase, phosphates, lipase, total magnesium (Mg), cuprum (Cu), gamma-glutamyltransferase (GGT), glucose, creatine phosphokinase, isoenzyme CK-MB, creatinine, uric acid, folic acid, lipidogram, urea, potassium (K), proteinogram, seromucoid, sodium (Na), glucose load test, triglycerides, total calcium (Ca), Total Iron Binding Capacity (TIBC), iron (Fe), ferritin, transferrin, blood urea nitrogen (BUN), glycated hemoglobin (HbA1C).

#### 3. Serological and immunological testing:

Anti-streptolysin O (ASO), ABO grouping and Rho(D) typing with hemolysin testing, Waaler-Rose test, VDRL testing (USR/RPR).

#### 4. Hormone testing:

thyroid-stimulating hormone (TSH), thyroglobulin, troponin, growth hormone (GH), adrenalin, androstenedione, androsterone, aldosterone, dehydroepiandrosteron (DHEAS), estradiol,

Adrenocorticotropic hormone (ACTH), follicle-stimulating hormone (FSH), luteinizing hormone (LH), insulin, calcitonin, 17-hydroxycorticosteroids, cortisol, osteocalcin, parathormone (PTH), progesterone, human chorionic gonadotropin (HCG), prolactin (PRL), prolactin (PRL) after metoclopramide, testosterone, total triiodothyronine (TT3), free triiodothyronine (FT3), total thyroxine (TT4), free thyroxine (FT4).

**5. Immunological testing:**

total immunoglobulin E (IgE), anti-thyroid autoantibodies (ATPO), anti-thymocyte globulin (ATG), antibodies against Chlamydia trachomatis (IgA, IgG, IgM), antibodies against Helicobacter pylori, antibodies against Chlamydia pneumoniae (IgA, IgM, IgG), antibodies against cytoplasm ANCA, antinuclear antibodies ANA, immunoglobulin G (IgG), immunoglobulin M (IgM), immunoglobulin A (IgA), antibodies against Borrelia IgG, antibodies against Borrelia IgM.

**6. Virological testing:**

antigen HBs, antigen HBe, antibodies against HBs, antibodies against HBe, antibodies against HCV, antibodies against HIV, antibodies against rubella (IgG, IgM), antibodies against toxoplasma gondii (IgG, IgM), antibodies against infectious mononucleosis/EBV (IgM), antibodies against CMV IGG (cytomegalic inclusion disease IgG), antibodies against CMV IGA (cytomegalic inclusion disease IgA), antibodies against IGM (cytomegalic inclusion disease IgM), antibodies against HbC (IgM).

**7. Bacteriological testing:**

throat swab, wound swab, urine swab, general stool swab, stool swab for Salmonella-Shigella, rectal culture, semen culture, sputum culture, antifungal susceptibility test, mycological test with swab, nasal swab culture, eye swab culture, ear swab culture, urethral discharge culture, lesion swab culture, vaginal swab culture, cervical canal culture.

**8. Urine testing:**

urine amylase, general urinalysis, blood in urine, glucose in urine, creatinine in urine, calcium in urine, phosphates in urine – 24-hour urine collection, bilirubin in urine, magnesium in urine, sodium in urine, potassium in urine, ketone bodies in urine, glucose in urine – 24-hour urine collection, uric acid – 24-hour urine collection, magnesium in urine – 24-hour urine collection, potassium in urine – 24-hour urine collection, sodium in urine – 24-hour urine collection, calcium in urine – 24-hour urine collection.

**9. Stool testing:**

general stool testing, fecal occult blood test, parasites/parasite eggs in stool, ELISA stool test for lamblia.

**DIAGNOSTIC RADIOLOGY**

Diagnostic radiology is carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline.

X-ray of skull, eye sockets, mandible, nose, paranasal sinuses, zygomaticomaxillary area, larynx, nasolacrimal duct, nasopharynx, salivary glands, thyroid area, spine (overall, cervical, thoracic, lumbosacral), functional X-ray of spine (overall, cervical, thoracic, lumbosacral), coccyx, scapula, clavícula, scapular joint, humerus, elbow, radius, wrist, metacarpus, hand, finger, pelvis, knee joint, shin bone, tarsus, foot, metatarsal bones, toes, thorax, breastbone, ribs, plan X-ray of abdominal cavity.

**ULTRASONOGRAPHIC DIAGNOSTICS**

It is carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline. It shall not include 4D USG and genetic USG.

USG of muscles, hip joints, knee joints, elbows, tarsus, shoulder joints, wrist, small joints and ligaments, tendons, finger, soft tissue, plan USG of abdominal cavity (pancreas, liver, bile ducts), USG of urinary tract (kidney, ureters, urinary bladder), USG of lesser pelvis, prostate gland through abdominal walls, transrectal ultrasonography of prostate gland, USG of testes, gynecological USG through abdominal walls, transvaginal USG, USG of breasts, ultrasound cardiography, Doppler sonography of

abdominal vessels, Doppler sonography of neck veins, Doppler sonography of arteries and veins of extremities, USG of thyroid, glands, larynx, USG during pregnancy.

**CT AND NMR**

It is carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline.

CT and NMR of head (pituitary gland, sinuses, eye sockets, temporal bones, neck, larynx, ears) CT and NMR of soft tissue, CT and NMR of thorax, CT and NMR of abdominal cavity, CT and NMR of pelvis, CT and NMR of bones, CT and NMR of joints, CT and NMR of spine (cervical, thoracic, lumbar), CT and NMR of upper and lower extremity (arm, shoulder, forearm, wrist, thigh, knee, lower leg, foot).

**ENDOSCOPIC DIAGNOSTICS**

It is carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline (including collection of samples and histopathological evaluation – in medically justified cases). It shall not include general anesthesia and images.

Diagnostic gastroscopy/gastrofiberoscopy (with possible urease test), sigmoidoscopy, rectoscopy, colonoscopy, anoscopy.

**FUNCTIONAL TESTING**

They are carried out in accordance with medical indications on the basis of referral to a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie via PZU Zdrowie helpline.

Resting ECG, spirometry, ECG – 24-hour Holter monitoring, exercise ECG, blood pressure measurement (Holter blood pressure monitoring), EEG – awake electroencephalography (excluding EEG sleep analysis, EEG biofeedback, video EEG), EEG Holter, EMG – electromyography, pure tone audiometry, impedance audiometry (tympanometry).

**OUTPATIENT REHABILITATION**

The scope and type of procedures are carried out on the basis of referral from a PZU Zdrowie physician in medical facilities, indicated by PZU Zdrowie.

**1. Kinesiotherapy:**

Passive exercise, active suspension exercise, free active exercise, active exercise with resistance, general exercises, isometric exercise, mobilization and manipulation, neuro mobilization, medical massage, tractions.

**2. Physiotherapy:**

Electrostimulation, galvanization, iontophoresis, diadynamic therapy, interferential therapy, transcutaneous electrical nerve stimulation (TENS), Trabert currents, magnetotherapy, local ultrasounds, laser point therapy, Sollux, partial cryotherapy.

**SURGICAL OPERATIONS AND SUM INSURED**

Type of injury	Surgical operations
Fractures	PZU SA covers the costs of organized surgical operations and hospitalization up to PLN 15 000
Sprains, dislocations, strains of joints and ligaments	
Injuries to muscles and sinews	

## LIST OF SURGICAL OPERATIONS

### SURGICAL OPERATIONS

Reduction of wrist – open reduction
Reduction of joints of arm – open reduction
Reduction of hip joint – open reduction
Reduction of hip joint – closed reduction, under intravenous anaesthesia
Reduction of elbow joint – closed reduction, under intravenous anaesthesia
Reduction of shoulder joint – open reduction
Reduction of shoulder joint – closed reduction, under intravenous anaesthesia
Reduction of ankle joint – open reduction
Surgery of hip joint – arthroscopic surgery
Surgery of humeral head – open surgery
Surgery of fibular head – open surgery
Surgery of wrist bone – open surgery
Surgery of heel bone – open surgery
Surgery of tibial bone – open surgery
Surgery of tibial and fibular bone – open surgery
Surgery of hand bone – open surgery
Surgery of hand bone – transcutaneous surgery
Surgery of heel bone – open surgery
Surgery of foot bone – transcutaneous surgery
Surgery of fibular bone – open surgery
Surgery of scapula – arthroscopic surgery
Surgery of scapula – open surgery
Surgery of gluteal muscles – open surgery
Surgery of adductor muscles of the thigh – open surgery
Surgery of wrist – arthroscopic surgery
Surgery of wrist – open surgery
Surgery of epiphyses of knee joint bones – open surgery
Surgery of proximal femur epiphysis – open surgery
Surgery of proximal femur epiphysis (trochanter, collum) – open surgery
Surgery of distal radial epiphysis – open surgery
Surgery of distal radial and ulnar epiphysis – open surgery
Surgery of collarbone – open surgery
Surgery of a single abdominal muscle – open surgery
Surgery of a single thoracic muscle – open surgery

### SURGICAL OPERATIONS

Surgery of a single muscle or tendon of lower extremity – open surgery
Surgery of a single muscle or tendon of upper extremity – open surgery
Surgery of a single muscle or tendon of upper extremity – arthroscopic surgery
Surgery of plantar aponeurosis
Surgery of joints of foot – open surgery
Surgery of acromioclavicular joint – open surgery
Surgery of elbow joint – open surgery
Surgery of elbow joint/muscles or tendons of elbow joint – arthroscopic surgery
Surgery of acromioclavicular joint – open surgery
Surgery of wrist joint – open surgery
Surgery of glenohumeral and scapular joint/muscles or tendons of pectoral girdle – arthroscopic surgery
Surgery of ankle joint – arthroscopic surgery
Surgery of ankle joint – open surgery
Surgery of structures of knee joint – arthroscopic surgery
Surgery of ulnar shaft – open surgery
Surgery of ulnar and radial shaft – open surgery
Surgery of radial shaft – open surgery
Surgery of humeral shaft – open surgery
Surgery of femoral shaft – open surgery
Surgery of several tendons of arm
Surgery of patella
Irrigation of infected hematoma, establishment of infection focus outside joint
Stitching of the Achilles tendon
Removal of anastomosis of upper extremity and pelvis
Removal of anastomosis of upper extremity and pectoral girdle

## CLAUSE NO. 12 TO THE GTCI – PZU WOJAŻER INSURANCE AGAINST RESIGNATION FROM OR SHORTENING OF PARTICIPATION IN PACKAGE HOLIDAY

Appendix No. 12 to the GTCI for PZU Wojażer  
established by the resolution of the PZU SA Management Board no. UZ/109/2022 of 20 April 2022.

### § 1

Subject to other provisions of the GTC not changed by this Clause and provided that the Policyholder pays an additional insurance premium, PZU Wojażer insurance covers insurance of cancellation of participation or shortening of participation in an organized holiday.

### § 2

The terms used in this clause shall be construed as follows:

- 1) **ticket** – issued by or on behalf of a professional carrier, a proof of payment for an air, carriage or flight (also in electronic form) relating to an organised holiday, directly entitling a designated person to use the air, carriage or flight specified therein;
- 2) **trip companion** – a person who has booked a trip together with the Insured and whose details appear on the same reservation document or in the contract concluded with the holiday organiser.

## SUBJECT AND SCOPE OF INSURANCE

### § 3

1. The subject of insurance is the risk of cancellation of participation or shortening of participation in an organised holiday and the risk of cancellation of purchased tickets due to:
  - 1) accident, sudden illness, exacerbation or complication of a chronic disease, preventing the Insured or a trip companion from leaving or further participation in an organised holiday, confirmed by a medical certificate, or the death of the Insured or a trip companion;
  - 2) sudden illness, personal accident, exacerbation or complication of a chronic disease of a relative of the Insured or of a relative of a co-participant in the travel, confirmed by a medical certificate, requiring the presence and constant care provided by the Insured or a co-participant in the travel in favour of that person, or death of a relative;
  - 3) placing the insured person or a fellow traveller in quarantine or isolation;
  - 4) burglary in the residence of the insured or of a travelling companion, provided that the necessity to carry out legal or administrative acts required the absolute presence of the insured or of the travelling companion;
  - 5) damage to the place of residence of the insured or of a travelling companion caused by a fortuitous event, provided that the necessity to carry out legal or administrative acts required the absolute presence of the insured or of the travelling companion;
  - 6) unconditional summons of the Insured or of a fellow traveller by the administrative authorities of the Republic of Poland or of the country of permanent residence, with the exception of summons by military authorities;
  - 7) documented theft or loss of documents necessary for the trip (ID card, passport, entry visa, driving licence), provided that the theft occurred within 7 days preceding the departure for the organised holiday and has been reported to the relevant authorities.
2. The insurance covers reimbursement of costs incurred by the Insured in connection with his or her cancellation of participation in an organised holiday or in connection with its shortening, as well as reimbursement of the costs of ticket cancellation.
3. In the event of cancellation of tickets, the insurance covers the reimbursement of costs incurred by the insured in connection with the cancellation.
4. The insurance does not cover the cost of obtaining an entry visa and the processing fee, which is set by the holiday organiser.
5. In the case of an individual and family insurance agreement, the insurance coverage referred to in sections 2 and 3 shall apply to

all insured persons who cancel their participation or shorten their participation in the organised holiday and cancel the tickets, even if the prerequisites referred to in section 1 items 1–7 apply to only one of the insured persons.

6. Chapter II of the GTC shall not apply to the insurance of cancellation or shortening of participation in an organised holiday.

## EXCLUSIONS OF PZU SA LIABILITY

### § 4

1. PZU SA shall not be liable for the costs of cancellation of participation or shortening of participation in an organized holiday due to the reasons listed in § 3, if they are the consequence of:
  - 1) chronic diseases, with the proviso that PZU SA is liable for exacerbations or complications of a chronic disease;
  - 2) pregnancy and all its consequences and complications, abortion, childbirth, miscarriage;
  - 3) the commission or attempted commission of a crime or suicide by the Insured or a fellow traveller;
  - 4) the wilful misconduct of the insured or a fellow traveller;
  - 5) mental or behavioural disorders, including neuroses, of the insured or of a fellow traveller;
  - 6) an accident occurring while the Insured or a trip companion is driving a motor vehicle or another vehicle without a proper license or while under the influence of intoxicants, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not influence the accident;
  - 7) state of intoxication, use of intoxicants, psychotropic substances, substitutes or new psychoactive substances, within the meaning of the regulations on counteracting drug addiction, by the Insured or a trip companion;
  - 8) the absence or impossibility of vaccination and the impossibility, for medical reasons, of undergoing the preventive treatment necessary before travelling to certain countries;
  - 9) terrorist acts, war operations, state of war, or state of emergency occurring or likely to occur on the territory of countries located in areas of the world threatened by such actions;
  - 10) riots, civil unrest, assassinations, sabotage;
  - 11) participating in bets or fights, with the exception of acting in necessary defence;
  - 12) radioactivity, environmental pollution;
  - 13) epidemics communicated by the authorities of the country of the final destination in the mass media, of which the insured could have become aware on the day of contracting the insurance, unless the costs relate to an emergency illness in COVID-19, quarantine or isolation.
2. Being under the influence of drugs, psychotropic substances, substitute substances or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, as well as the entitlement to drive a vehicle, shall be assessed according to the law of the country in which the insurance accident occurred.

## SUM INSURED

### § 5

1. The sum insured is the price of the organised holiday resulting from the agreement concluded with the holiday organiser and the ticket price.

2. The sum insured as defined in section 1 shall apply jointly to all the persons mentioned in the insurance document of cancellation or curtailment of participation in an organised holiday.

#### **MANNER OF PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT**

##### **§ 6**

1. In the event of cancellation of participation in an organised holiday, the Policyholder or the Insured shall be obliged to:
  - 1) notify the holiday organiser and the carrier to cancel the tickets as soon as they are known and no later than 3 working days after the occurrence of the event;
  - 2) not later than within 7 days from the date of informing the organizer of the holiday and the carrier deliver to PZU SA:
    - a) an agreement to take part in an organised holiday and proof of payment for the holiday,
    - b) a statement of resignation from the organised holiday, certified by the holiday organiser,
    - c) a cancellation statement from the holiday organiser,
    - d) a document issued by the carrier confirming the cancellation of the ticket and the costs incurred by the insured for this,
    - e) medical documentation in case the cancellation is caused by an accident or a sudden disease of the insured, a trip companion or a relative of the insured or a trip companion,
    - f) a copy of the death certificate (to be requested) in the event that the cancellation is due to the death of a relative or the death of the insured person or a co-participant in the travel,
    - g) a certificate from the police or relevant law enforcement agency confirming the occurrence of damage to property or a report on the loss of documents necessary for the travel in case the reason for cancellation is a damage caused by burglary to the home of the insured or a co-participant in the travel or the loss of documents necessary for the travel,
    - h) certificate of the local authorities stating the occurrence of fortuitous events in the event that the cancellation is caused by a loss occurring at the place of residence of the Insured or trip companion in the case referred to in § 3 section 1 item (5),
    - i) a document issued by an authorised body certifying that the insured person is placed in quarantine or isolation when the reason for the cancellation is quarantine or isolation.
2. In the event of curtailment of participation in an organised holiday, the Policyholder or the Insured shall: 1) not later than within 7 days from the day of his or her return from the trip, deliver to PZU SA documentation confirming the necessity of shortening his or her participation in the organized recreation, referred to in section 1 item 2 letters d-g, the contract for participation in the organized recreation together with a proof of payment for that recreation, documentation confirming his or her earlier return, documentation

- confirming the loss resulting from the necessity of shortening his or her participation in the organized recreation;
- 2) submit receipts and proof of payment for return transport in cases where the cost of transport was included in the price of the organised holiday.
3. If PZU SA, due to intentional fault or gross negligence, violates the obligation to notify PZU SA about the occurrence of an insurance accident within the timeframe set out in section 1 item 1 and section 2 item 1, PZU SA may reduce the benefit accordingly if the violation contributed to the increase of the damage or prevented PZU SA from determining the circumstances and effects of the accident. Effects of failure to notify PZU SA about the accident do not occur if PZU SA, within the timeframe referred to in section 1 item 1 and section 2 item 1, received information on circumstances that should have been notified.

#### **CALCULATION AND PAYMENT OF BENEFIT**

##### **§ 7**

1. The cost of cancellation of participation in an organised holiday is considered to be exclusively the fees stipulated in the contract concluded with the holiday organiser and incurred in connection with that cancellation. Additional costs, not covered by the above agreement, are excluded from the liability of PZU SA.
2. The cancellation costs shall be the costs charged to the insured by the carrier in the event of cancellation of the tickets due to the insured's resignation from the organised holiday for reasons referred to in § 3.

##### **§ 8**

1. The costs of shortening the participation in an organised holiday shall be deemed to be the costs of unused services resulting from the contract concluded with the holiday organiser and the additional transport costs.
2. The amount of indemnity for unused services is determined as a percentage of the price paid for the organised holiday, constituting the ratio of the number of days following the day of resignation from participation in the organised holiday to the total number of days of the organised holiday provided for in the agreement concluded with the holiday organiser, with the reservation that the amount of indemnity may not be higher than the sum insured.
3. The costs of return transport of the insured from the organised holiday shall be covered or reimbursed only if the cost of the return transport by a particular means of transport was included in the contract concluded with the holiday organiser.
4. The costs referred to in section 3 shall be reimbursed up to the amount of the additional costs actually incurred, but not more than the amount equivalent to the price of the return ticket by the means of transport included in the price of the organised holiday.



**PERSONAL DATA CONTROLLER'S INFORMATION  
FOR THE CUSTOMER**



	<b>DATA CONTROLLER'S INFORMATION FOR THE POLICYHOLDER</b>	<b>DATA CONTROLLER'S INFORMATION FOR THE INSURED</b>
<b>CONTROLLER AND CONTACT DATA OF THE CONTROLLER PROTECTION OFFICER</b>	The controller of personal data is PZU SA with its registered office in Warsaw, al. Jana Pawła II 24, 00-133 Warsaw. The controller can be contacted via e-mail address kontakt@pzu.pl or in writing to the above mentioned address of the controller's registered office. In all matters relating to personal data protection, you may contact the Data Protection Officer, appointed by the controller. Such contact may be made by e-mail to IODpzu@pzu.pl or in writing to the address of PZU SA, IOD, al. Jana Pawła II 24, 00-133 Warsaw.	
<b>OBLIGATION TO PROVIDE DATA</b>	Providing personal data in connection with the concluded agreement is necessary for the conclusion and performance of the insurance contract and for the assessment of insurance risk – without providing personal data it is not possible to conclude an insurance contract. Providing personal data for marketing purposes is voluntary.	
<b>SCOPE AND SOURCE OF DATA</b>		The controller has received your data from the Policyholder in connection with your insurance cover. Your data has been provided to the controller in scope of: identification data, address data.
<b>DATA PROCESSING</b>	<ul style="list-style-type: none"> <li>conclusion and performance of the insurance contract – the legal basis for the processing is the necessity to conclude and perform the contract,</li> <li>insurance risk assessment in an automated manner within the framework of pre-contractual customer profiling – the legal basis for the processing is the necessity to fulfil the legal obligation of the administrator resulting from the regulations on insurance and reinsurance activities,</li> <li>direct marketing of the administrator's own products and services, including profiling to adjust the marketing content transmitted – the legal basis for processing is the necessity to pursue a legitimate interest of the controller; the legitimate interest of the controller is to provide customers with product information insurance and other financial products offered by PZU SA; in the case of the expression consent to the processing of personal data for the purposes of marketing in case of lack of insurance in PZU SA, i.e. if no insurance contract is concluded or after termination of the contract insurance, this approval will be the legal basis for processing of personal data; for marketing purposes the contact details provided, future contact details and details concerning the products held will be used,</li> <li>if necessary for the purposes of claiming or defending against claims related to your insurance contract – the legal basis for the processing is the necessity to realise the legitimate interest of the controller; the controller's legitimate interest is to be able to claim and defend against claims resulting from the insurance contract concluded,</li> <li>risk reinsurance – the legal basis for the processing is the necessity to realise the legitimate interest of the controller; the legitimate interest of the controller is to reduce the insurance risk related to the contract concluded with you,</li> <li>the controller's obligations to keep accounting records of insurance contracts – the legal basis for the processing is the necessity to fulfil the legal obligation of the controller resulting from accounting regulations,</li> </ul>	<ul style="list-style-type: none"> <li>insurance risk assessment in an automated way within the framework of pre-inclusion profiling – the legal basis for the processing is the necessity to complete the legal obligation resting on the controller, resulting from the provisions on insurance and reinsurance activities,</li> <li>direct marketing of the controller's own products and services, including profiling in order to adjust the transmitted marketing content – the legal basis for the processing is the necessity to pursue a legitimate interest of the controller; legitimate interest the controller is to provide customers with information about insurance products and other financial products offered by PZU SA; for marketing purposes, the received contact details, contact details acquired in the future, and the data on the existing products,</li> <li>possibly for the purpose of claiming or defending against claims related to the insurance contract – the legal basis for the processing is the necessity to pursue a legitimate interest of the controller; a legitimate interest of the controller is to be able to claim and defend against the claims resulting from the insurance contract concluded,</li> <li>risk reinsurance – the legal basis for the processing is the necessity to realise the controller's legitimate interest; the controller's legitimate interest is to reduce the insurance risk related to your coverage,</li> <li>the controller's fulfilment of the obligations to keep accounting records of insurance contracts – legal basis for the processing is the necessary to fulfil the legal obligation of the controller resulting from accounting regulations,</li> <li>the determination of insurance premiums, reinsurance premiums and technical-insurance provisions for solvency purposes and technical-insurance provisions for the purposes of accounting – legal basis for processing is necessary to implement a legitimate the interest of the controller; a legitimate interest of the controller is to set the contributions at an amount which ensure at least that all obligations are met from insurance contracts and coverage of performance costs the insurance business of the insurance company,</li> </ul>

	<ul style="list-style-type: none"> <li>the determination of insurance premiums, reinsurance premiums and technical – insurance reserves for solvency and technical-insurance provisions for accounting purposes, the legal basis for the processing shall be the necessity to pursue the legitimate interest of the controller; the legitimate interest of the controller shall be to set the premiums at an amount which ensures at least the fulfilment of all the obligations arising out of the insurance contracts and the coverage of the costs of the insurance business of the insurance undertaking,</li> <li>take possible action in relation to with the prevention of payment of undue benefits or compensation – the legal basis for processing is necessary to implement a legitimate interest of the controller; a legitimate interest the controller is to be able to counteract to pay undue benefits or compensation.</li> </ul> <p>Decisions on the amount of the insurance premium will be made automatically, i.e. without the participation of a human being, on the basis of your data necessary for the assessment of the insurance risk by the insurer with regard to the subject-matter insured. Decisions will be based on profiling, i.e. automatic assessment of the insurance risk of concluding an insurance contract with you.</p> <p>In connection with the automated decision on the amount of the insurance premium, you have the right to challenge this decision, the right to express your opinion and to request a review of your the case and the decision of the employee.</p>	<ul style="list-style-type: none"> <li>take possible action in relation to with the prevention of payment of undue benefits or compensation – the legal basis for processing is necessary to implement a legitimate interest of the controller; a legitimate interest of the controller is to be able to counteract to pay undue benefits or compensation.</li> </ul> <p>Decisions on the amount of the insurance premium will be undertaken automatically, i.e. without the participation of a human being, based on your data necessary to assess insurance risk by the insurer with regard to the subject of insurance. Decisions will be based on profiling, i.e. automatic assessment of the insurance risk of covering Your insurance cover. In connection with the automated taking up the decision on the amount of the insurance premium, you have the right to challenge this decision, the right to express one's opinion, and to request a review of your the case and the decision of the employee.</p>
<b>DATA STORAGE PERIOD</b>	<p>Your personal data will be kept until the statute of limitations for claims under the insurance contract or until the expiry of the obligation to store data resulting from legal provisions, in particular the obligation to keep accounting documents relating to the insurance contract, as well as until the expiry of the power to process data for the purposes of determining on their basis the amount of insurance premiums, reinsurance premiums and technical provisions for solvency and technical provisions for accounting purposes.</p> <p>The controller shall no longer process data used for direct marketing purposes, including profiling, if you object to the processing of your data for that purpose. To the extent that the processing is based on consent, your personal data will be processed until it is withdrawn.</p>	
<b>DATA TRANSFER</b>	<p>Your personal data may be made available to entities and bodies authorised to process such data under the law. Your personal data may be made available to reinsurance undertakings and may be transferred to other companies of the PZU Group if you have consented to such transfer.</p> <p>Your personal data may be transferred to entities processing personal data on behalf of the controller: IT service providers, entities processing data for the purpose of debt collection, marketing agencies or insurance agents, where such entities process data on the basis of an agreement with the controller and exclusively in accordance with the controller's instructions.</p> <p>Your personal data may be made available to entities in countries outside the European Economic Area in connection with the performance of a motor or travel insurance contract.</p>	
<b>YOUR RIGHTS</b>	<p>You have the right of access to your personal data and the right to have it corrected, deleted or restricted.</p> <p>You have the right to transfer your personal data, i.e. to obtain from the controller your personal data, in a structured, commonly used machine-readable format.</p> <p>You may send this data to another controller.</p> <p>To the extent that the processing of your personal data is based on a legitimate interest of the controller, you have the right to object to the processing of your personal data. In particular, you have the right to object to the processing of your data for the purposes of direct marketing, including profiling.</p> <p>To the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. You can revoke your consent at any time at the branch or by sending an e-mail to kontakt@pzu.pl or a letter to PZU, ul. Postępu 18a, 02-676 Warsaw. Withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.</p> <p>In order to exercise the above rights, please contact the administrator or the Data Protection Inspector using the contact details indicated above.</p> <p>You have the right to lodge a complaint with the supervisory authority. In Poland, such a supervisory authority is the President of the Office for Personal Data Protection.</p>	