



## CLAUSE NO. 10 TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE INSURANCE OF THE COSTS OF CANCELLING PARTICIPATION OR SHORTENING PARTICIPATION IN ORGANIZED LEISURE

Appendix no. 10 to the General Terms and Conditions of the Voyager Insurance – PZU Travel Assistance, established by the Resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/102/2013 of 29 March 2013

### § 1

Without prejudice to the remaining provisions of the General Conditions, and subject to the payment of an additional premium by the Policyholder, the Voyager Insurance – PZU Travel Assistance is hereby extended to include the insurance of the costs of cancelling participation or shortening participation in organized leisure.

### § 2

The terms used in this clause should be understood as follows:

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

## SUBJECT AND SCOPE OF INSURANCE

### § 3

1. The subject of insurance is the risk of cancelling participation, or shortening participation in organized leisure because of:
  - 1) an accident, sudden illness, aggravation or complication of a chronic disease, confirmed with a medical certificate, which makes it impossible for the Insured or his/her travel partner to leave for or to continue participation in organized leisure, or death of the Insured or his/her travel partner;
  - 2) accident, sudden illness or aggravation or complication of a chronic disease of a relative of the Insured or of a relative of the travel partner, confirmed with a medical certificate, requiring the presence and permanent care of the Insured or of the travel partner, or death of a relative;
  - 3) burglary at the place of residence of the Insured or the travel partner, provided that the legal and administrative actions to be performed unconditionally required the personal presence of the Insured or the travel partner;
  - 4) loss at the home of the Insured or of the travel partner caused by a fortuitous event, provided that the legal and administrative actions to be performed unconditionally required the personal presence of the Insured or the travel partner;
  - 5) an unconditional summons for the Insured or the travel partner issued by the administrative authorities of Poland or the country of permanent residence, with the exception of summons issued by military authorities;
  - 6) documented theft or loss of documents necessary for foreign travel (e.g. passport, ID card, entry visa, driver's license), provided that the theft occurred within 7 days preceding the departure for the organized leisure and was reported to the relevant authorities.
2. The scope of cover includes refund of costs incurred by the Insured with relation to his/her cancellation of participation in organized leisure, or with relation to shortening that participation. The scope of cover includes also refund of costs of cancelling airline tickets for domestic and international travels, and a coach and ferry ticket for international travel pur-

chased in Poland for travels tied to the Insured's participation in organized leisure in case where the cost of such ticket is not included in the price of organized leisure. The scope of cover does not include the costs of obtaining entry visa and handling fee charged by the organizer of leisure.

3. In the case of family insurance contract, the scope of cover referred to in section 2 applies to all the insured who cancel or shorten their participation in organized leisure, even if the premises referred to in section 1 items 1-6 apply to only one of them.

## EXCLUSIONS OF LIABILITY OF PZU SA

### § 4

1. PZU SA is not liable for the costs of canceling or shortening participation in organized leisure which arose for reasons listed in § 3 if they are the consequence of:
  - 1) chronic diseases, their aggravations or complications;
  - 2) pregnancy and all its consequences and complications, termination of pregnancy, childbirth, miscarriage;
  - 3) offense or suicide committed or attempted by the Insured or the travel partner;
  - 4) purposeful actions of the Insured or of the travel partner;
  - 5) mental and behavioral disorders, including neuroses of the Insured or the travel partner;
  - 6) an accident that occurred while the Insured or the travel partner drove a motor vehicle or another vehicle without the relevant permit, in a state of drunkenness or in a state post-alcohol intake or intoxication with drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of insurance accident;
  - 7) consumption of alcohol, drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, by the Insured or by the travel partner;
  - 8) lack of vaccination or inability to perform vaccinations as well as the inability, due to medical reasons, to undergo preventive procedures required before the travel to certain countries;
  - 9) acts of terrorism, warfare, martial law or state of emergency present or possible to be present within the territories of states located in regions of the world threatened with such actions;
  - 10) riots and social unrest, attacks or sabotage;
  - 11) participation in bets or in fights, with the exception of acting in necessary self-defense;
  - 12) radioactive radiation, natural disasters, epidemics and pollution of the environment.
2. Exceeding by the Insured or by the travel partner of the allowed norm of alcohol concentration in blood or in exhaled air, the state of drunkenness, or in a state post-alcohol intake or intoxication with drugs, psychotropic substances or substitute substances, as well as the authorization of the driver to drive the vehicle are evaluated on the basis of the law of the state in which the event occurred.

## SUM INSURED

### § 5

1. The sum insured is the price of organized leisure specified in the contract concluded by the Insured and the organizer of leisure, and which had been paid for that leisure.
2. Refund of costs of cancelling the ticket is due in excess of the sum insured, in the amount corresponding to costs incurred with relation to that cancellation, but not more than up to PLN 1,000.00 per person.

## PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

### § 6

1. In the case of cancellation of participation in organized leisure the Policyholder or the Insured is obliged to:
  - 1) notify the leisure organizer of the insurance accident which causes resignation from participation immediately after becoming aware of it, not later than within 3 business days from the occurrence of that accident;
  - 2) not later than within 7 days from the date of informing the leisure organizer, deliver the following to PZU SA:
    - a) contract for participation in organized leisure, including proof of payment of price for that leisure,
    - b) statement on submitted resignation from participation, confirmed by the organizer,
    - c) calculation of the costs of resignation prepared by the leisure organizer,
    - d) medical documentation in the case where the resignation is due to an accident or sudden illness of the insured or travel partner, or a relative of the insured or travel partner,
    - e) copy of death certificate (for inspection) in the case where the resignation is due to death of a relative, of the insured or the travel partner,
    - f) certificate from the Police confirming a property damage or the reporting of loss of necessary travel documents in case where the reason for resignation is a loss occurring as the result of burglary into the home of the insured or of the travel partner, or the loss of documents necessary for travel,
    - g) a certificate from the local authorities confirming the occurrence of fortuitous events in case where the reason for resignation is a loss occurring at the place of residence of the Insured or of the travel partner resulting from events referred to in §3 section 1 item 4,
    - h) document issued by the carrier confirming the cancellation of ticket and the level of costs incurred by the Insured with relation to that cancellation.
2. In the case of shortening participation in organized leisure the Policyholder or the Insured is obliged to:
  - 1) not later than within 7 days from the day of return from the trip – to deliver to PZU SA the documentation which confirms the need to shorten participation in organized leisure, referred to in section 1 items d)-g), and the contract for par-

ticipation in organized leisure, including proof of payment of price for that leisure, plus documentation confirming the earlier return;

- 2) submit receipts and proofs of payment for return transport in case where the cost of transport was included in the price of organized leisure.
3. In case of breach, through intentional fault or gross neglect, of the duty to notify PZU SA of the insurance accident within the deadline referred to in section 1 item 2) and in item section 2 item 1), PZU SA may reduce the indemnity accordingly if the breach contributed to increase of the loss or made it impossible for PZU SA to establish the circumstances and consequences of the accident. The consequences of not notifying PZU SA of the accident shall not occur if PZU SA, within the time referred to in section 1 item 2) and in section 2 item 1), received information of circumstances that should have been communicated to it.

## DETERMINATION AND PAYMENT OF BENEFIT

### § 7

1. The cost of canceling participation in organized leisure is defined solely as the fees provided for in the contract concluded by the Insured and the organizer of leisure, and incurred by the Insured with relation to this cancellation. Additional costs, not covered by the contract, are not included under the liability of PZU SA.
2. The cost of canceling tickets is defined as the costs which are charged to the Insured by the carrier in the case of cancelling tickets due to the Insured's cancellation of participation in organized leisure for reasons described in § 3.

### § 8

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