

CLAUSE NO. 9 TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE TRAVEL LUGGAGE INSURANCE



Appendix no. 9 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 travel luggage insurance.

§ 2

The terms used in this Clause shall have the meaning specified below:

- 1) **travel luggage** – objects owned by the Insured, or rented by the Insured from a sports or social organization, a club or another entity (the fact of this rental has to be documented), taken by the Insured for his/her travel from home, carried or transported during the Insured's travel; in the case of suitcases, travel bags, backpacks, toiletries bags and similar objects, travel luggage is defined as these objects together with their contents;
 - 2) **portable electronic equipment** – laptop computer, palmtop, mobile phone, photographic and video camera;
 - 3) **professional carrier** – an entrepreneur holding all the permits required by law, which enable commercial transport of persons by means of transport;
 - 4) **degree of technical wear and tear** – measure of loss of value of the insured luggage resulting from its time of usage, the durability of used materials and the manner of usage;
 - 5) **deductible** – an amount expressed as percentage of the sum insured, reducing the indemnity and constituting own risk of the Insured;
 - 6) **actual value** – new value less the degree of wear and tear.
- e) as the result of theft with burglary in the case referred to in section 1 items 3) – 5),
 - f) due to robbery,
 - g) in circumstances where the Insured was unable to take care of his/her luggage due to an accident, sudden illness or sudden worsening of the health condition of the Insured, confirmed with a medical certificate and subject to provisions of item 2);
- 2) loss, damage or destruction of the following sports equipment as the result of an accident which occurred during its use:
 - a) skis together with accessories and shoes, used for all variations of skiing,
 - b) boards together with accessories and shoes, used for snowboarding and its variations,
 - c) boards together with accessories, used for surfing and its variations,provided that liability of PZU SA was extended to include this scope for the payment of additional premium.
4. In the case of loss entailing only the loss of travel luggage entrusted to a professional carrier or in the circumstances referred to in section 3 item 1) sub-item g):
 - 1) the liability of PZU SA for losses entailing the loss of portable electronic equipment is excluded;
 - 2) a 20% deductible is applied.

§ 4

1. In the case of documented delay in the delivery of insured luggage to the location of the Insured's stay during his/her travel outside Poland and outside the borders of country of permanent or temporary residence by at least 24 hours from the planned delivery time, PZU SA shall cover costs, documented by receipts, incurred for the purchase of necessities (clothes, toiletries) up to the amount of PLN 500.00 within the limits of the sum insured. Such refund is due only for purchases made before the time of luggage delivery.
2. If the Insured's luggage, entrusted to a professional carrier, did not reach the Insured's location of stay on time, the PZU Emergency Center organizes assistance in the recovery and re-dispatch of the luggage, and covers the costs of dispatching the luggage to the location of the Insured's stay, within the limits of the sum insured.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 5

1. PZU SA shall not be liable for the following losses:
 - 1) not exceeding the equivalent of PLN 50.00;
 - 2) caused intentionally by the Insured;
 - 3) caused intentionally by a person for whom the Insured is responsible or with whom he/she manages a joint household;
 - 4) which constitute lost profits of the Insured;
 - 5) caused to sports equipment during its usage, subject to provisions of § 3 section 3 item 2);
 - 6) tied to delay in delivery of luggage during the travel in Poland and after the Insured's return to Poland or to the country of permanent or temporary residence of the Insured;
 - 7) caused by acts of terrorism, warfare, martial law or state of emergency present or possible to be present within

SUBJECT AND SCOPE OF INSURANCE

§ 3

1. Coverage applies to luggage which is under the direct care of the Insured during his/her travel or which was:
 - 1) entrusted to a professional carrier on the basis of an appropriate carriage document;
 - 2) has been left in storage, upon receipt;
 - 3) has been left in a locked individual luggage cubicle at a station (railway station, bus station, airport) or at a hotel;
 - 4) left in a locked car trunk (including a roof rack), provided that the car was left in a guarded parking lot, which is confirmed with the relevant document;
 - 5) left in a locked room occupied by the insured at the location of accommodation (with the exception of a tent).
2. The liability of PZU SA covers insurance accidents which occurred within the period of insurance during the travel of the Insured.
3. The scope of insurance covers losses entailing:
 - 1) the loss, destruction of or damage to the travel luggage which occurred:
 - a) as the result of a fortuitous event,
 - b) as the result of rescue action, conducted due to a fortuitous event referred to in item a),
 - c) as the result of an accident in land, water or airborne communication,
 - d) as the result of theft or loss in the case referred to in section 1 items 1) and 2), subject to the provisions of section 4,

the territories of states located in regions of the world threatened with such actions, unless the liability of PZU SA was extended to include that risk for the payment of additional premium;

- 8) caused by riots and social unrest or attacks;
 - 9) caused due to radioactive and ionizing radiation;
 - 10) caused during the move of the Insured;
 - 11) caused to items left unattended, subject to § 3 section 3 item 1) sub-item g);
 - 12) arising due to confiscation, seizure or destruction by customs authorities or other authorities;
 - 13) caused due to theft without burglary, subject to § 3 section 3 item 11) sub-item d);
 - 14) caused with the use of forged keys;
 - 15) caused to car equipment which can be the subject of own damage motor vehicle insurance;
 - 16) resulting from a defect of the insured object or its normal wear and tear, the spilling of liquids, greases, dyes or corrosive substances present in the insured luggage;
 - 17) to breakable objects made of clay, glass, ceramic, china, marble, gypsum etc.;
 - 18) entailing only the damage or destruction of suitcases, travel bags, backpacks, toiletries bags or similar objects used to transport travel luggage, or involving the damage or destruction of suitcases, travel bags, backpacks, toiletries bags or similar objects used to transport travel luggage together with damage or destruction of the travel luggage referred to in section 2;
 - 19) caused to electrical apparatuses and equipment due to action of electric current during usage, unless the electric current caused a fire.
2. In addition, PZU SA shall not be liable for the loss, destruction or damage to the following travel luggage:
- 1) documents, keys, payment means, gift vouchers, savings booklets and securities;
 - 2) all transport means with the exception of baby carriages, wheelchairs and bicycles;
 - 3) pontoons, sailboats, rowboats and motor boats, kayaks, pedalos, surf boards;
 - 4) furs, watches, objects and jewelry made of silver, gold, platinum and other metals from the platinum family, precious and synthetic stones, precious organic substances (pearls, amber, corals);
 - 5) musical instruments, objects of scientific or artistic value, works of art, antiques and collections;
 - 6) car accessories and equipment of vehicles such as camping vans or caravans, yachts, and fuel;
 - 7) equipment and accessories of professional nature, used to perform work, with the exception of portable electronic equipment;
 - 8) electronic equipment other than portable electronic equipment;
 - 9) software, cassettes, CDs, data carries, video games and accessories, books;
 - 10) weapons of any kind and hunting trophies;
 - 11) all objects in quantities suggesting their commercial use;
 - 12) medical equipment, medication, eyewear of all type and designation, contact lenses, prostheses and other medical devices as well as rehabilitation equipment;
 - 13) resettlement property;
 - 14) foodstuffs and all kinds of stimulants.

SUM INSURED

§ 6

1. The sum insured is set in the insurance contract, within the limits of the actual value of the luggage. The sum insured cannot exceed the amount of PLN 10 000.00.
2. A liability limit of 10% of sum insured is set for losses to hygienic products and cosmetics.

3. The sum insured constitutes the upper limit for PZU SA liability and is set with respect to all insurance accidents occurring during the insurance period.
4. PZU SA pays indemnity in an amount corresponding to the actual level of the loss, but not higher than the sum insured specified in the insurance contract, subject to provisions of section 5.
5. Each payment of indemnity, of costs referred to in § 23 section 3 of the General Terms and Conditions of the Voyager Insurance – PZU Travel Assistance and of the costs referred to in § 4 causes the sum insured to be reduced by the disbursed amount.

PROCEDURE IN THE EVENT OF A LOSS

§ 7

1. The Policyholder or the Insured is obliged to notify PZU SA of the loss immediately, but not later than within 7 days from obtaining information of it, and in the case of loss occurring outside the borders of Poland or the country of permanent or temporary residence, not later than within 7 days from return to Poland, to the country of permanent or temporary residence.
2. If the obligation referred to in section 1 is breached intentionally or through gross negligence, PZU SA may reduce the benefit 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 insurance accident.
3. The consequences of not notifying PZU SA of the insurance accident shall not occur if PZU SA, within the time referred to in section 1, received information of circumstances that should have been communicated to it.
4. In case of a loss, the Policyholder or the Insured is obliged to:
 - 1) provide the PZU SA representative with assistance and explanations necessary to establish circumstances of the accident and appearance of the loss, its subject and level;
 - 2) prove the occurrence of an event covered by liability of PZU SA;
 - 3) in the case of theft, theft with burglary or robbery, immediately notify the local Police of such fact, state the type and quantities of lost property and its value and obtain written confirmation of the notification;
 - 4) immediately notify the carrier of each loss in travel luggage entrusted for transportation and obtain a written confirmation of the notification;
 - 5) immediately notify the management of the hotel, pension, camping site or other location of accommodation of each loss that arose at the location of accommodation or in another premises under their care, and obtain a written confirmation of that notification;
 - 6) in case of loss, destruction or damage of travel luggage due to a fortuitous event or a rescue action being conducted – obtain a written confirmation of the loss from the relevant authorities, including a list of the lost objects;
 - 7) submit to PZU SA, no later than within 7 days from the end of the travel, the list of lost or damaged items together with statement of their value, year of their purchase and all documents and explanations regarding the circumstances, nature and scope of the loss; and in case of loss or damage of luggage by the carrier, include also the original ticket.
5. In the case of delay in delivery of luggage, referred to in § 4 section 1, the Insured is obliged to report that fact to the carrier and to obtain from the carrier documents confirming the delay and the time of luggage delivery by the carrier to the original destination or the place of the Insured's stay.
6. In order to obtain assistance with the recovery and re-dispatch of travel luggage, the Insured is obliged to contact the PZU Emergency Center and to provide information necessary to establish the location where the luggage could be.



DETERMINATION OF INDEMNITY

§ 8

- 1.** In order to prove the occurrence of the loss, the Insured is obliged to present:
 - 1) documents confirming the loss, destruction or damage of luggage;
 - 2) original receipt for entrusting the luggage to a professional carrier or storage company;
 - 3) proof of payment for guarded car parking;
 - 4) medical documentation confirming circumstances referred to in § 3 section 3 item g);
 - 5) medical documentation regarding the accident, referred to in § 3 section 3 item 2);
 - 6) documents which confirm the delay in delivery of luggage, and receipts containing specification of personal necessities purchased because of the delay in delivery of luggage.
- 2.** Indemnity is determined on the basis of the value of the object of the loss, documented by the Insured or, in the absence of such documentation, the average retail price of an object of the same or similar type and quality, commercially available in Poland as at the date of the loss.
- 3.** The relevant percentage of degree of wear and tear is deducted from the value of loss determined according to rules set forth in section 2 above.
- 4.** The value of loss according to costs of repair is established according to the scope of actual damage caused by the insurance accident, on the basis of average prices of a given service or on the basis of actual repair costs documented with a bill. The costs resulting from lack of spare parts or materials necessary to restore the condition from before the loss are not taken into account when determining indemnity. The amount of loss established according to costs of the repair may not exceed the actual value of the subject of insurance.
- 5.** The scientific, collectible, historical, amateur or souvenir value of object is not taken into consideration when determining the amount of the loss.
- 6.** If the Insured, before receiving the indemnity, recovered the stolen objects in an undamaged condition, PZU SA refunds only the necessary costs tied to recovery of the objects, but up to the amount that would constitute indemnity for the given object, had it not been recovered. If the Insured, after the payment of indemnity, recovers the stolen objects, he/she is obliged to return to PZU SA the indemnity received for these objects, or to leave the said objects for the disposal of PZU SA.
- 7.** In case when the Insured received compensation from a third party obliged to repair the loss, PZU SA reduces the due indemnity by the amount received by the Insured.