

CLAUSE NO. 6 TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE ASSISTANCE INSURANCE BIKER PACKAGE



Appendix no. 6 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

1. Without prejudice to the remaining provisions of the General Terms and 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 Biker Package of assistance services, subject to provisions of section 2.
2. This Clause can apply solely to the Voyager Insurance – PZU Travel Assistance with territorial scope covering zone I or zone II.

§ 2

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

- 1) **bicycle** – single-track or multi-track vehicle, moved by the force of the biker's muscles;
- 2) **accident** – a collision of the Insured with other vehicles, persons, animals or objects, causing the need to use medical assistance, as well as fall of the biker while riding the bicycle;
- 3) **transport costs** – costs of a train or bus ticket, or if the travel by rail or bus lasts more than 12 hours – economy class airline ticket.

§ 3

Under assistance insurance defined in this Clause, the limits for individual assistance services are set per one insurance accident, understood as an event occurring during the insurance period and being the basis for providing the given assistance service. If no limit has been set, PZU SA shall be liable up to the amount of the average price of performing the given assistance service. Limits for the individual assistance services are determined separately from the sum insured set for treatment costs insurance.

§ 4

1. In the case of damage, destruction or loss of the bicycle due to a fortuitous event, rescue action tied to a fortuitous event, accident or robbery, the Insured is entitled to one of the assistance services described below, in an amount not higher than PLN 2,500.00:
 - 1) coverage of costs of bicycle rental for a period not longer than 7 days, but not longer than until the end of the insurance term, or
 - 2) organization and coverage of costs of transporting the Insured together with the damaged or destroyed bicycle, or only the Insured (if the bicycle was stolen, or the Insured decided to scrap it) to the next stage of the journey or to a railway station, bus station or airport, provided that the event was reported to the PZU Emergency Center, or
 - 3) refund of the costs of bicycle repair performed during the travel and enabling continuation of travel.
2. Refund of the costs of repair or rental of a bicycle is effected on the basis of the relevant receipts issued in the Insured's name and proofs of their payment, photographic documentation clearly showing the date and confirming the fact of damage of the bicycle, and in the case of robbery – also confirmation that this fact had been reported to the Police.
3. The amount of the bicycle's repair costs may not exceed the bicycle's value on the day of the loss.

§ 5

The assistance services are not due if the loss:

- 1) caused intentionally or due to gross negligence of the Insured, unless in the case of gross negligence the provision of services in the given circumstances complies with considerations of equity;
- 2) was caused intentionally by a person with whom the Insured maintains a joint household;
- 3) arose while the Insured rode the bicycle:
 - a) 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,
 - b) without a valid bicycle permit if the Insured is less than 18 years old, unless that had no influence on the occurrence of the insurance accident; the riding of bicycle without a valid permit does not include riding the bicycle on an internal road or off the roadway of a public road if the insured person is less than 18 years old, the roadway is defined as part of the public road designated for vehicle traffic;
- 4) was caused by 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, unless that risk was included in the insurance contract for the payment of additional premium;
- 5) was caused by riots and social unrest, attacks;
- 6) arose due to theft of the bicycle, its parts or equipment;
- 7) occurred to the tires, unless it occurred at the same time as damage or destruction of other parts of the bicycle.

§ 6

1. In the case of performance of specific assistance services, the Insured is obliged to:
 - 1) in the case of request for organization of transport – immediately notify the PZU Emergency Center by telephone, state all information necessary to organize assistance, specifically the exact location of the accident and telephone number at which the PZU Emergency Center can reach the Insured,
 - 2) in the case of rental or repair of the bicycle – immediately notify PZU SA, but not later than within 7 days from the date of the loss occurring in the territory of Poland, and in the case of a loss occurring abroad – not later than within 7 days from the date of crossing the Polish border on the return trip,
 - 3) in the case of a road accident, note the data of the vehicles, persons participating in the accident, drivers of other vehicles, as well as the number of insurance policy and the name and address of the insurance company which provided the mandatory TPL insurance for the person responsible for the loss,
 - 4) immediately notify the Police of a loss whose circumstances suggest that an offense might have been committed,
 - 5) present the evidence regarding occurrence of the loss and the incurred costs, and in the case of repair of the bicycle – document the bicycle's value, and if no such proof is available, provide the make and year of purchase of the bicycle.

PZU SA 7A17/II