

GENERAL TERMS AND CONDITIONS OF INSURANCE – PZU WOJAŻER



determined by Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 May 2017

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Appendices – Riders to GTCI PZU Wojażer Clause No.

1

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	GTCI – Common provisions: § 1 (8), § 2, § 3, § 4, § 10, § 11, § 13, § 21, § 22, § 23 (1) and (3), § 24 (3) GTCI – medical expenses insurance and assistance Basic Package: § 25, § 26, § 27, § 28, § 29, § 31 (1)-(5) Appendices to the GTCI: Clause No. 1 – Assistance insurance Extended Package: § 2 and § 3
Reasons for the payment of	Appendices to the GTCI: Clause No. 2 – Assistance insurance

Type of information	Number of the unit editing the template of the agreement
compensation and other benefits	<p>Family Package: § 2 and § 3 Clause No. 3 – Assistance insurance Child/Dependent person Package: § 2 and § 3 Clause No. 4 – Assistance insurance Business Package: § 2 and § 3 Clause No. 5 – Assistance insurance Sport Package: § 2 and § 3 Clause No. 6 – Assistance insurance Cyclist Package: § 2, § 3, § 5 Clause No. 7 – Accident insurance (NNW): § 2, § 3, § 5, § 6, § 7, § 8, § 9 Clause No. 8 – Civil liability insurance of a natural person in private life (OC): § 2, § 3, § 5, § 6 (1)-(3) and (5), § 7 Clause No. 9 – Luggage insurance: § 2, § 3, § 4, § 6, § 7 (1), 3-6, § 8 Clause No. 10 – Resident insurance: § 2, § 3, § 4, § 5 Clause No. 11 – Insurance against continuation of medical treatment after trip: § 1 (2), § 2, § 3, § 4 and appendix to the clause Clause No. 12 – Insurance against resignation from or shortening of participation in package holiday: § 2, § 3, § 5, § 6 (1) and (2), § 7, § 8</p>
Limitation and exclusion of the insurance company's liability, on the basis of which the payment of compensation or other benefits may	<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 (2)-(6), § 28, § 29, § 30, § 31 (3), (4) and (6)</p>

Type of information	Number of the unit editing the template of the agreement
be refused or reduced	<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> <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 (2), (4) and (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>
Limitations and exclusions of the insurance company's liability based on which the payment of compensation or other benefits may be refused or	<p>Appendices to the GTCI:</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>

**CHAPTER I
GENERAL PROVISIONS**

§ 1

1. The General Terms and Conditions of Insurance for PZU Wojażer, hereinafter referred to as the "GTCI", shall apply to insurance contracts concluded by Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as "PZU SA" with natural persons, legal persons and organizational units without legal personality.
2. Under the GTCI and within the scope stipulated by an insurance contract, PZU SA shall provide insurance cover in case of an insured event stipulated in the GTCI, occurring during the trip of the Insured and within the period of insurance:
 - 1) in the territory of the Republic of Poland with regard to the trip:
 - a) to Polish citizens for whom the Republic of Poland is a country of permanent residence – exclusively during the trip with the aim of participating in holiday package,
 - b) to foreigners for whom the Republic of Poland is a country of permanent residence – exclusively during the trip with the aim of participating in holiday package,
 - c) to Polish citizens residing permanently outside the Republic of Poland who do not have their permanent residence in the Republic of Poland – during their trip for any purpose around the Republic of Poland,
 - d) to foreigners for whom the Republic of Poland is not a country of permanent residence – during their trip for any purpose around the Republic of Poland, subject to point 3
 - or
 - 2) outside the territory of the Republic of Poland with regard to the trip outside the Republic of Poland:
 - d) to Polish citizens for whom the Republic of Poland is a country of permanent residence – during their trip for any purpose outside the Republic of Poland,
 - d) to foreigners for whom the Republic of Poland is a country of permanent residence – during their trip for any purpose outside the Republic of Poland,
 - or
 - 3) in the territory of the Republic of Poland and in the territory of countries in the Schengen Area – to foreigners applying for a Polish visa – with regard to the trip in the territory of countries in the Schengen area.
3. The insurance contract may not be concluded if:
 - 1) the country of destination is the country of permanent residence of the Insured, subject to (2) point 1 letter a and b;
 - 2) the country of destination is the country which as a result of this trip is to become a country of permanent residence for the Insured;
 - 3) the country of destination is the country of residence of the Insured unless the scope of insurance has been extended under Clause No. 10 – Resident Insurance;
 - 4) the aim of the trip of the Insured is planned treatment or diagnosis.
4. If due to medical reasons there are any contraindications to the trip of the Insured, the insurance contract shall cover

exclusively costs of treatment and costs of assistance services for insured events which did not occur in relation with the existing contraindications.

5. The GTCI shall also apply to insurance contracts concluded using means of remote communication, pursuant to the relevant provisions of the law.
6. If so agreed with the Policyholder, the insurance contract may be extended to include additional provisions or provisions deviating from the ones stipulated in the GTCI. Should insurance contracts contain any additional or deviating provisions, the GTCI shall be applied to the extent which is not covered by these provisions.
7. PZU SA shall be obliged to present to the Policyholder differences between the content of the insurance contract and the GTCI in writing prior to the conclusion of the insurance contract. Where PZU SA fails to meet the aforementioned obligation, it shall not have the right to rely on any difference which is disadvantageous for the Policyholder or the Insured. This provision shall not apply to insurance contracts concluded by way of negotiations.
8. All matters not regulated by the GTCI or the insurance contract shall be governed by relevant provisions of the Civil Code and other applicable provisions of Polish law.

DEFINITIONS

§ 2

Terms used in these GTCI and Clauses included in the insurance contract shall have the following meaning:

- 1) **acts of terrorism** – individual or group actions targeted against people or property in order to instill chaos, terrorize the population and disorganize the public life, public transport, service or production enterprises – for the purpose of achieving economic, political or social goals;
- 2) **luggage** – items belonging to or rented by the Insured from a sports or social organization, a club or any other entity (whereas the act of renting must be documented), taken by the Insured from the house and carried or transported during the trip of the Insured; luggage is also items purchased by the Insured during the trip and carried or transported during further trip or on the way home; in the case of suitcases, bags, dressing cases, backpacks and similar items, luggage comprises said items with their contents;
- 3) **fight** – a conflict of three or more persons dealing blows to each other, with each of them having a double role – as the assailed and assailant;
- 4) **Emergency Center** – the Emergency Center working for PZU SA, providing assistance services defined in the GTCI; the Emergency Center operates 24 hours a day, 7 days a week and it is the location where the Insured or a person acting on their behalf shall be obliged to report the insurance accident in order to receive assistance set out in the insurance contract; the phone number of the Emergency Center is provided in the insurance document; in case of insurance contracts concluded with the use of means of remote communication, the telephone number of the Emergency Center is provided also by electronic means; The Emergency Center does not operate as an emergency ambulance service; state of health requiring an intervention of ambulance should be reported directly to

- the local emergency number;
- 5) **same-day surgery** – surgery carried out by a qualified team of physicians and nurses in a medical facility authorized to this type of activity, within same-day treatment, without hospitalization of the Insured;
 - 6) **chronic disease** – a disease diagnosed before the conclusion of the insurance contract, of a long-term nature, usually lasting for months or years, from which the Insured suffered on the day when the insurance contract was concluded, irrespective of whether the disease required medical treatment or not;
 - 7) **foreigner** – a person who does not hold a Polish citizenship; a foreigner who is a citizen of two or more countries is deemed a citizen of this country which issued a document allowing this person to enter the territory of the Republic of Poland;
 - 8) **torrential rain** – rainfall with effectiveness ratio of at least 4, defined by the Institute of Meteorology and Water Management, hereinafter "IMI GW" (outside the Republic of Poland by relevant institutions); in case it is impossible to obtain the relevant information from the IMI GW, the presence of torrential rain is established on the basis of the actual status and scope of losses at their location or in direct vicinity;
 - 9) **insurance document** – a policy, a card, a certificate or any other document confirming the conclusion of an insurance contract; one insurance document may confirm the conclusion of more than one individual insurance contract;
 - 10) **home** – a place of permanent residence in a town/city where a natural person intends to stay permanently, which is a center of this person's everyday life and revolves around this person's life plans;
 - 11) **warfare** – actions of military forces meant to defeat the armed forces of the enemy on land, in the air or at sea;
 - 12) **explosion** - violent change in the system's balance, coupled with the simultaneous release of gas, dust or steam, caused by their propagation abilities' as regards pressure boilers and other similar containers, they shall be deemed to have been damaged by an explosion when their walls have been torn apart to such an extent that pressure suddenly became equalized following a release of gases, dust or steam; an implosion, where the container or vacuum apparatus is damaged by external pressure, shall also be deemed an explosion;
 - 13) **hail** – precipitation consisting of small pellets of ice;
 - 14) **hospitalization** – the stay of the Insured at the hospital in consequence of an insured event, lasting for more than 1 day without interruption, related to the treatment of conditions resulting from the insured event that cannot be treated on an outpatient basis;
 - 15) **hurricane** – wind with speed not smaller than 17.5 m/s, as determined by the Institute of Meteorology and Water Management (IMI GW) (outside the Republic of Poland by relevant institutions), which causes mass damages. In case it is impossible to obtain the relevant information from the IMI GW, the presence of a hurricane is established on the basis of actual condition and scope of damages at their location or in the direct vicinity;
 - 16) **team building event** – a trip for training and recreation purposes, organized for a group of employees or contractors or clients;
 - 17) **consumer** – a natural person performing acts in law that are not directly related to their business or professional activity;
 - 18) **accommodation costs** – costs of staying at a hotel, hospital hotel, motel, private accommodation or any other accommodation;
 - 19) **costs of treatment** – costs of medical aid provided to the Insured within the scope necessary to restore state of health which allows the Insured to go back or be transported home or a medical facility in the country of permanent residence;
 - 20) **costs of treatment related to aggravation or complications of a chronic disease or a disease that was the reason for hospitalization during 12 months preceding the conclusion of the insurance contract** – the costs of emergency medical assistance provided to the Insured in order to save his/her life or health, which are necessary to stabilize the health condition of the Insured or to restore the health condition from before the sudden aggravation or complications of a chronic disease or a disease that was the reason for hospitalization during 12 months preceding the conclusion of the insurance contract; these costs do not include the costs of basic treatment of a chronic disease or treatment recommended post-hospitalization and costs of treatment of consequences, aggravation or complications of injuries sustained before the conclusion of the insurance contract;
 - 21) **costs of treatment of complications resulting from a same-day surgery procedure during 30 days preceding the conclusion of the insurance contract** – the costs of emergency medical assistance provided to the Insured in order to save his/her life or health, which are necessary to stabilize the health condition of the Insured or to restore the health condition from before the complications of the same-day surgery procedure; these costs do not include the costs of basic treatment of a disease which was the reason for the same-day surgery procedure or treatment recommended after such procedure;
 - 22) **burglary** – seizure of someone else's property with the intention of its appropriation, done or attempted by a burglar after removing by force and with tools the existing security devices and clamps, leaving traces on such security devices and clamps constituting proof of using force or tools, or after opening the security devices with a key or another opening device, obtained in the course of burglary from other premises, or through robbery;
 - 23) **country of permanent residence** – a country where its citizen has a place of permanent residence (home) or a country where a person who is not its citizen intends to stay permanently;
 - 24) **country of residence** – a country other than a country of permanent residence, which is for a person a place of permanent or temporary stay for a period longer than 1 year but not longer than 5 years, whereas such stay is uninterrupted (i.e. any of the breaks is not longer than 6 months), and where this person has both professional and personal life; a country of residence is not a country where a person stays for educational purposes or performs works for which this person was delegated; the purpose of the trip consisting in education or being delegated should be confirmed with a relevant document (tuition fee, student's book, employer's certificate on employee's secondment);
 - 25) **avalanche** – a large mass of snow, ice, rocks, soil, mud or stones detached from a mountain slope and sliding or falling suddenly downward;
 - 26) **outpatient treatment** – treatment other than hospitalization;
 - 27) **sudden illness** – a sudden medical condition threatening the life or health, requiring immediate medical assistance;
 - 28) **accident** – a sudden event caused by an external reason, as a consequence of which the Insured, irrespective of his/her will, suffered a bodily injury, health disorder or death;
 - 29) **NBP** – the National Bank of Poland;
 - 30) **fire** – the effects of fire that spread beyond the fireplace or originated without a fireplace and spread on its own;
 - 31) **insurance period** – the term of liability of PZU SA stipulated in the insurance contract;
 - 32) **emergency or urgent surgery** – a surgical procedure performed under such circumstances that due to the type

- or degree of advancement of the pathology being the reason for surgical treatment there is an urgent need to perform the procedure, and its unjustified delay would be tied to a direct and foreseeable threat, serious aggravation of the health condition, serious disturbance of health or death;
- 33) **leaving home** – in the case when the place of permanent residence of the Insured is:
- single-family building – leaving premises on which this building is situated,
 - multi-family building – leaving the building by entrance doors to this building;
- 34) **holiday organizer** – a natural person conducting business activity, a legal person or an organizational unit without legal personality which organizes holiday, in particular travel agency, employing establishment, school;
- 35) **relative** – a spouse, partner, ascendant, descendant, brother, sister, nephew, niece, stepfather, stepmother, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, adopted child, adoptive parent, a person under guardianship or custody, or under foster care within the meaning of provisions of family law;
- 36) **man-days** – the product of the number of persons insured, as planned by the Policyholder for the given period, and the number of planned days of insurance coverage;
- 37) **country located in a region at risk of acts of terrorism, warfare, martial law or a state of emergency** – a country with regard to which the Ministry of Foreign Affairs advises not to travel due to the risk of acts of terrorism, warfare, martial law or a state of emergency, featured on the Ministry's website with an annotation "Don't travel" or "Leave immediately";
- 38) **planned treatment** – undergoing medical examination, procedures, treatment or rehabilitation within the prescribed period, recommended by a physician irrespective of whether hospitalization is needed or not;
- 39) **trip** – a trip consisting of consecutive following periods:
- a period from final leaving of home understood as leaving home directly followed by embarking on a trip to a destination outside home, stipulated in letter b (such period does not include possible returns home after the first leaving and final embarking on a trip),
 - a period of staying outside home, in particular for touristic, leisure, recreational, training, scientific, professional and sports purposes,
 - a period of returning home directly from a place of stay outside home, stipulated in letter b;
- 40) **open policy** – a form of insurance contract under which the premium is determined depending on the number of man-days declared by the insured and the premium paid by the Policyholder at the conclusion of the contract is an advance premium, unless agreed otherwise;
- 41) **returning home** – in the case when the place of permanent residence of the Insured is:
- single-family building – crossing the borders of premises on which this building is situated,
 - multi-family building – entering the building by entrance doors to this building;
- 42) **physical work** – carrying out the following activities by the Insured during the trip:
- construction, renovation and joinery works in the fields of transport (including drivers), mining, metallurgy, energy industry with high voltage units, crude oil industry, property security, explosives, mountain rescue, agriculture and gastronomy,
 - internship in workshops, plants, restaurants, on construction sites,
 - nursing and nurturing works,
 - works at heights,
 - works which involve using the following dangerous tools: electric saws, pneumatic hammers, circular saws and grinders, machine tools, planers, axes, pickaxes, chainsaws, hammer drills, cranes or working machinery, road works equipment,
- works which involve using paints, varnish, liquid fuel heaters or solvents, technical or exhaust gases, hot technical oils or technical liquids,
 - works on vessels or aircraft, including also during trainings or internships,
 - stuntman, acrobat, fitness instructor are not deemed physical work of the above mentioned works carried out by the Insured on his/her own behalf;
- 43) **Flood** – the covering by water of land as a result of raised levels of running or standing water, or the covering by water of land as a result of torrential rain or water runoff down slopes or hills in mountain or hilly areas;
- 44) **orthopedic items and aids** – medical products necessary from the medical standpoint, replacing lost organs or supporting the lost or worsened functions of organs; the list of orthopedic items and aids is set out in the Regulation of the Minister of Health of 6 December 2013 concerning the list of medical devices issued on referral;
- 45) **robbery** – seizure of property done:
- by means of physical violence or threat of its immediate use or by means of leading the Insured to the state of unconsciousness or defenselessness – in order to overcome resistance of the Insured to release the property, or
 - by a perpetrator who using physical violence or threat of its immediate use, led the person holding the keys to the room and forced this person to open it, or
 - by means of appropriation or extortion of property done by means of deceiving minors, infirm elderly persons or persons with disabilities;
- 46) **Regulations** – relevant regulations for the provision of services by electronic means;
- 47) **recreational practising of sports** – a form of physical activity the purpose of which is leisure or restoration of mental and physical strength, practised during time free from professional or school duties; this includes also skiing instructors; recreational practising of sports does not cover high-risk sports, unless the liability of PZU SA was extended to this extent;
- 48) **RP** – the Republic of Poland;
- 49) **advance premium** – an insurance premium calculated on the basis of the number of man-days declared by the Insured for a given insurance period, constituting an advance payment for premium payable;
- 50) **high-risk sports** – the following sports activities which require above-average skills, courage and acting under high-risk conditions, often risking one's life:
- motor sports, riding all-terrain vehicles,
 - motorboat sports, including water skiing,
 - gliding, ballooning, parachuting, BASE jumping, hang-gliding, paragliding, power hang-gliding, piloting any motor-powered airplanes,
 - alpinism, mountaineering, bouldering, speleology with the use of safety and protection gear or requiring the use of such gear,
 - rafting and all its variations,
 - canyoning (sliding down through riverbeds using the following techniques: climbing, swimming, diving),
 - diving with the use of specialist gear (scuba diving), free diving, shipwreck diving and cave diving,
 - sea sailing, inland sailing, sea angling,
 - surfing, windsurfing, kitesurfing (a variation of surfing), wakeboarding,
 - off-piste skiing or snowboarding, k) extreme skiing: ski-touring, extreme downhill, free skiing,
 - snowmobiling and riding other vehicles or devices (air boarding, snake gliss, snow kiting, snowtrikking),

- m) icesurfing,
n) extreme snowboarding: free ride, alpine snowboarding, speed snowboarding, jumps and aerial tricks, snowkite, boardercross, snowscooting (riding a machine being a combination of a snowboard, BMX and a scooter),
o) bungee jumping,
p) martial arts and defense sports,
q) riding,
r) marathons,
s) mountain cycling, downhill cycling (time trial cycling down steep, natural slopes), t) parkour – surmounting obstacles along the route in the simplest and fastest way,
u) participation in hunts with the use of firearms or pneumatic weapons, v) participation in survival-type excursions or in excursions to locations that require the use of safety or protection gear, characterized by extreme climate or natural conditions: desert, mountains higher than 2500 m above sea level (including trekking excursions), the bush, the Earth's poles and polar regions, the jungle, glaciers or snow-covered areas, provided that excursions to glaciers or snow-covered areas require the use of safety or protection gear;
- 51) **state of intoxication** – a state of the body in which:
a) blood alcohol content exceeds 0.5 per mil or leads to the concentration exceeding this value, or
b) blood alcohol content in 1 dm³ of exhaled air exceeds 0.25 per mil or leads to the concentration exceeding this value;
- 52) **hospital** – a 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; this term does not include a nursing home, hospice, care center, rehab center, sanatorium, preventorium, sanatorium hospital;
- 53) **the Policyholder** – a natural person, a legal person or organizational unit without a legal personality who entered into an insurance contract with PZU SA;
- 54) **the Insured** – a natural person on behalf of whom an insurance contract was concluded; within third-party liability, a natural person whose civil liability is covered by insurance cover;
- 55) **lightning strike** – a direct atmospheric discharge acting directly on the insured item, leaving traces of such an event on the insured item;
- 56) **direct contract** – an insurance contract concluded with the use of means of remote electronic communication, pursuant to applicable provisions of law, which is not a contract concluded by means of helpline;
- 57) **contract via helpline** – an insurance contract concluded with the use of means of remote communication via the PZU SA helpline, pursuant to applicable provisions of law;
- 58) **individual insurance contract** – an insurance contract concluded for the benefit of a single natural person indicated in the insurance document;
- 59) **family insurance contract** – an insurance contract concluded for the benefit of at least two persons indicated in the insurance document, whereas all these persons must be relatives;
- 60) **collective insurance contract** – an insurance contract other than the family insurance contract, covering at least 5 persons, or an insurance contract concluded in the form of an open policy;
- 61) **fall of an aircraft** – crash or forced landing of an engine-propelled or engineless aircraft or other flying object, including the fall of parts of such aircraft, or transported cargo;
- 62) **the beneficiary** – a person named by the Insured as entitled to collect the benefit due in the case of the Insured's death;
- 63) **landslide** – any movement of soil on slopes not caused by man;
- 64) **practising of competitive sports** - practising of sports disciplines entailing regular participation in training sessions as part of a sports club, federation or association, coupled with the participation in sports competitions (competitions, games, tournaments or other sports events) or participation in training and fitness camps in order to learn and improve abilities in a given sports discipline and achieve better results; this covers both practising of sports on an amateur and professional levels;
- 65) **leakage of water from water supply and sewage system** – leakage of water or steam outside the water supply, sewage or heating pipelines, or water or sewage withdrawal from the public sewage system;
- 66) **insured event:**
a) in insurance against costs of treatment – sudden illness or accident,
b) in assistance insurance – an event constituting basis for the organization of assistance services,
c) in an accident insurance – an accident, a seizure or a fainting spell that occurs for a reason other than chronic disease,
d) in civil liability insurance of a natural person in private life – an act or negligence of the Insured causing a loss,
e) in luggage insurance – loss and destruction of or damage to luggage,
f) in insurance against continuation of medical treatment after trip – the necessity of using health services when they refer to a sudden illness or an accident covered by the insurance referred to in letter a,
g) in insurance against resignation from or shortening of participation in package holiday – events covered by the coverage of PZU SA constituting basis for resignation from or shortening of participation in package holiday;
- 67) **aggravation or complication of a chronic disease or a disease which was the reason for hospitalization during 12 months before conclusion of the insurance contract, or for a same-day surgery procedure performed during 30 days preceding the conclusion of the insurance contract** – a sudden intensification of disease symptoms from the same organ or system, tied directly to the disease or same-day surgery, with acute (turbulent) course, requiring immediate medical assistance; does not cover aggravation or complication of injuries occurred before the conclusion of the insurance contract;
- 68) **earth collapse** – lowering of the ground surface following a collapse of underground voids;
- 69) **random event** – a random event beyond human being's will, causing specific consequences: torrential rain, explosion, hail, hurricane, avalanche, fire, flood, lightning strike, fall of an aircraft, landslide, leakage of water from water supply and sewage system, earth collapse;
- 70) **package holiday:**
a) trips, holidays, camps for children and teenager, including language camps, excluding sports camps, green schools, other events of leisure nature, team building events organized by a holiday organizer,
b) leisure stay at a guest house, state-owned vacation house, holiday apartment, lodging, hotel, spa resort confirmed by a contract, booking or confirmation of payment.

BASIC AND EXTENDED SCOPE OF INSURANCE

§ 3

1. The basic scope of insurance includes medical expenses

insurance and assistance insurance Basic Package stipulated in Chapter II.

2. Upon the Policyholder's request and payment of extra insurance premium, the insurance in its basic scope may be extended with additional assistance services or additional risks by including some of the following Clauses in the insurance contract:
 - 1) Clause No. 1 – assistance insurance Extended Package;
 - 2) Clause No. 2 – assistance insurance Family Package;
 - 3) Clause No. 3 – assistance insurance Child/Dependent person Package;
 - 4) Clause No. 4 – assistance insurance Business Package;
 - 5) Clause No. 5 – assistance insurance Sport Package;
 - 6) Clause No. 6 – assistance insurance Cyclist Package;
 - 7) Clause No. 7 – accident insurance (NNW);
 - 8) Clause No. 8 – civil liability insurance of a natural person in private life (OC);
 - 9) Clause No. 9 – travel luggage insurance;
 - 10) Clause No. 10 – Resident insurance;
 - 11) Clause No. 11 – insurance against continuation of medical treatment after trip.
3. The scope of insurance on the basis of the clauses referred to in (2) may be extended only if the insurance contract is concluded in basic scope, at any moment of its duration and for the period finishing at the end of the insurance period of the insurance contract concluded in basic scope.
4. Insurance against resignation from or shortening of participation in package holiday (Clause No. 12) is the subject matter of a separate insurance contracts (contract of insurance against resignation from or shortening of participation in package holiday). The GTCI except for Chapter II shall apply to this contract.

§ 4

1. The liability of PZU SA may be extended:
 - 1) in medical expenses insurance, assistance insurance, insurance against continuation of medical treatment after trip – with medical expenses related to aggravation or complication of a chronic disease or a disease which was the reason for hospitalization during 12 months before conclusion of the insurance contract, or for a same-day surgery procedure performed during 30 days preceding the conclusion of the insurance contract, as well as with assistance services provided for in a given assistance insurance (Basic Package and Clauses No. 1-6) in case of aggravation or complication of the above mentioned diseases or procedures;
 - 2) in medical expenses insurance, assistance insurance, accident insurance (NNW), civil liability insurance (OC), insurance against continuation of medical treatment after trip – with risks resulting from:
 - a) recreational skiing or snowboarding on marked ski slopes,
 - b) practising competitive sports,
 - c) practising high-risk sports;
 - 3) in medical expenses insurance, assistance insurance, accident insurance (NNW), insurance against continuation of medical treatment after trip – with risks resulting from carrying out physical works;
 - 4) in medical expenses insurance, assistance insurance, accident insurance (NNW), travel luggage insurance, insurance against continuation of medical treatment after trip – with risks resulting from acts of terrorism, warfare, martial law or a state of emergency which occur or may occur in the territory of countries in areas of the world facing such activities;
 - 5) in civil liability insurance – damage to property used by the Insured under a lease or rental agreement, contract of use, contract of lending for use, leasing contract or contract for tourist services;
 - 6) in travel luggage insurance – with damage to sports equipment.

2. The extension of the liability of PZU SA with risks mentioned in (1) shall refer to all insurances covered by the insurance contract upon the Policyholder's request, which pursuant to (1) may be extended with such risks, and shall take place upon payment of an extra insurance premium, excluding extension with such risks in insurance against continuation of treatment after trip.

CONCLUSION OF THE INSURANCE CONTRACT

§ 5

1. The insurance contract may be concluded in the presence of both parties thereto or with the use of means of remote communication (direct contract or contract via helpline). Date and time of conclusion of the insurance contract shall be Policy date and time of conclusion of the insurance contract.
2. The insurance contract shall be concluded on the basis of a written application submitted by the Policyholder, containing information necessary to perform risk assessment and calculate the insurance premium due.
3. A direct contract may be concluded provided that:
 - 1) the Policyholder has read and accepted the Regulations and the GTCI;
 - 2) PZU SA has confirmed its acceptance of the Policyholder's application;
 - 3) the insurance premium is paid within the time frame set out in the insurance contract.
4. The direct contract is concluded upon payment of the insurance premium.
5. A contract via helpline is concluded upon PZU SA's confirmation of acceptance of the Policyholder's application and after the Policyholder has read and accepted the Regulations and the GTCI.
6. The policyholder may enter into an insurance contract on someone's behalf (on behalf of the Insured). In such case, the Policyholder shall be obliged to inform the Insured of his/her rights and obligations under the insurance contract concluded to his/her benefit.
7. In the insurance contract concluded on someone's behalf:
 - 1) PZU SA provides the Policyholder additionally with the GTCI in the number of copies corresponding to the number of the insured persons under such insurance contract;
 - 2) The Policyholder shall be obliged to provide the Insured with the GTCI in writing or upon the Insured's consent on any other durable medium; in the case of an insurance contract where the period of insurance begins later than the date of the conclusion of the insurance contract, the GTCI must be provided to the Insured before the Insured becomes insured under the contract; provision of the GTCI on a durable medium requires prior consent of the Insured; upon request of PZU SA the Policyholder shall be obliged to present proof of fulfilling this obligation.
8. Where an insurance contract is concluded to the benefit of a third party, the Insured may call upon PZU SA to provide information about the provisions of the concluded insurance contract and the GTCI to the extent, in which they apply to the rights and obligations of the Insured.
9. The Policyholder shall be obliged to inform PZU SA of all circumstances known thereto about which PZU SA has requested the Policyholder to provide in the offer (application) form or in other written documents prior to the conclusion of the contract. If the Policyholder concludes the agreement through a representative, this obligation shall also be incumbent upon the representative and shall additionally cover circumstances which are known to the latter. In the case when PZU SA concludes an insurance contract despite not having received any answers to particular questions, the issues for which no answer was given shall be deemed to be irrelevant.
10. During the term of the insurance contract, the Policyholder shall be obliged to notify PZU SA of any changes in the

circumstances referred to in (9). The Policyholder shall be obliged to notify PZU SA of these changes immediately after becoming aware of them.

11. Shall the insurance contract be concluded for the account of a third party, the obligations set out in (9) and (10) shall apply both to the Policyholder and the Insured, unless the Insured was not aware the contract has been concluded for their account.
12. PZU SA shall not be liable for the consequences of circumstances which have not been brought to its notice in violation of (9)-(11). If (9)-(11) have been violated intentionally, for the avoidance of doubt the insured event covered by the insurance contract and its consequences shall be deemed to result from the circumstances referred to in the preceding sentence.
13. During the term of the insurance contract, the sum insured or the scope of insurance may be amended.
14. The amendments referred to in (13) above result in the need to recalculate the premium for the period in which the amended terms and conditions of insurance are to apply.
15. In the case of the amendments referred to in (13) above, PZU SA shall be liable within the limits of an amendment starting from the day following the day of such amendment, whereas the liability of PZU SA amended in this scope shall apply to insured events which occurred within the period starting from the day following the day of the amendment.

§ 6

1. The conclusion of the insurance contract is confirmed by PZU SA by the insurance document.
2. If, in response to the submitted offer, PZU SA shall deliver to the Policyholder an insurance document containing provisions which differ, to the disadvantage of the Policyholder or the Insured, from the quotation submitted by PZU SA, PZU SA shall be obliged to notify the Policyholder of any such differences in writing, allowing at least a 7-day period for the submission of objections by the Policyholder. If this obligation is not complied with, any changes introduced to the disadvantage of the Policyholder or the Insured shall not be effective and the insurance contract shall be deemed to have been concluded in accordance with terms set out in the offer.
3. In the absence of any objections, the insurance contract shall be deemed to have been concluded in accordance with the provisions laid down in the insurance document on the day following the end of the period for stating objections.

§ 7

1. The insurance contract is concluded for a definite period of time from 1 day to 1 year, subject to (2).
2. In the case of the Policyholders with a place of permanent residence or a registered seat in a member state of the European Union other than the Republic of Poland, the insurance contract may be concluded for a period not longer than 4 months unless PZU SA conducts insurance activities in the territory of such member state. A member state of the European Union shall be deemed a member state of the European Free Trade Association (EFTA) – a party to the European Economic Area agreement.

§ 8

1. The insurance contract may be concluded as individual insurance contract, family insurance contract or collective insurance contract.
2. The collective insurance contract is concluded naming the insured persons or not naming them.
3. When concluding insurance contracts that provide for naming the Insured, the Policyholder shall be obliged to provide PZU SA with a list of names of the Insured. In such case, the insurance covers only persons included on the list. When concluding collective insurance contracts using means of remote communication referred to in above, the Policyholder

shall be obliged to present PZU SA with the list referred to above in a way agreed by the parties.

4. A collective insurance contract may be concluded without naming the Insured, when at the moment of concluding it is impossible to identify the Insured or coverage is afforded to all persons who belong to groups defined in this insurance contract.
5. In collective insurance contracts referred to in (4), the Policyholder shall be obliged to state the number of the Insured or, in the case of an open policy, the number of the Insured and the number of man-days to be used within the insurance period. The Policyholder is also obliged to maintain full records of the Insured and to provide access to these records upon each request of PZU SA. The records should include the first name and surname, PESEL No. or date of birth or period of trip. When concluding a collective insurance contract, the Policyholder shall be obliged to provide PZU SA with the first name, surname and telephone number of the person responsible for maintaining the list.

§ 9

Contract for insurance against resignation from or shortening of participation in package holiday (Clause No. 12) may be concluded not later than within 3 business days from:

- 1) the date of concluding the contract for participation in package holiday, or
- 2) the date of paying costs or making advance payment for this, or
- 3) the date of paying for tickets or making advance payment for such tickets, whichever occurs earlier.

THE BEGINNING AND END OF PZU SA'S LIABILITY

§ 10

1. Notwithstanding (2)-(3), the liability of PZU SA starts on the day following the conclusion of the insurance contract, but no earlier than on the day following the payment of insurance premium or the first instalment thereof, unless agreed otherwise, and no earlier than:
 - 1) from the start of the trip in the territory of the Republic of Poland (final leaving of home in the territory of the Republic of Poland in order to directly embark on a trip), in the case of the insured persons starting their trip in the Republic of Poland, or
 - 2) at the moment of crossing the border of the Republic of Poland, in the case of the insured persons entering the Republic of Poland.
2. If the start date of the insurance period stipulated in the insurance contract falls before the due date of the insurance premium or the first instalment thereof, the liability of PZU SA shall start on the date stipulated in the insurance contract as the start of the insurance period.
3. If the start date of the insurance period stipulated in the insurance contract falls after the due date of the insurance premium or the first instalment thereof and the insurance premium or the first instalment thereof has not been paid by the day preceding the first day of the insurance period, the insurance contract shall be terminated on that day.
4. In contract for insurance against resignation from or shortening of participation in package holiday (Clause No. 12) the liability of PZU SA shall start on the day following the conclusion of the insurance contract.

§ 11

1. The insurance coverage shall expire:
 - 1) at the end of the insurance period set out in the insurance document, however no later than:
 - a) in the case of the insured starting their trip from home in the territory of the Republic of Poland – at the moment of returning home or to a medical facility in the territory of the Republic of Poland, subject to

- (2) and § 26 points 5-9,
- b) in the case of foreigners or Polish citizens residing permanently outside the Republic of Poland and traveling within the territory of the Republic of Poland – at the moment of crossing the border when leaving the territory of the Republic of Poland,
 - c) in the case of foreigners traveling on the basis of a Polish Schengen visa – at the moment of crossing the border of the Schengen area when returning home;
- 2) on the delivery date of the notice of termination of the insurance contract, in the case referred to in § 18;
 - 3) on the date on which PZU serves the Policyholder with a notice of termination of the insurance contract with immediate effect, in cases where PZU becomes liable before the payment of insurance premium or the first instalment thereof, and insurance premium or the first instalment thereof has not been paid on time;
 - 4) upon lapse of 7 days from the date on which the Policyholder is served with a notice to pay the next instalment of the premium, sent after the deadline for its payment with a warning that if the payment is not effected within 7 days from the date of receipt of the notice, the liability will cease;
 - 5) on the date on which PZU SA is served with the notice of termination of the insurance contract with immediate effect sent by the Policyholder, in the case referred to in (3);
 - 6) on the date of termination of the insurance contract by mutual agreement of the parties;
 - 7) in relation to a specific Insured:
 - a) on the date on which the Insured loses the status of a member of the group defined in the collective insurance contract,
 - b) at the moment of the Insured's death.
2. The insurance coverage shall be extended by no more than 48 hours if the return of the Insured in the territory of the Republic of Poland is delayed due to an emergency which is independent of the Insured:
- 1) a failure of a means of transportation or an accident in land, water or air traffic;
 - 2) cancellation or delay of a means of public transportation due to bad weather conditions.
- PZU SA shall be liable for the extension of the insurance coverage in emergencies only if the Insured documents the occurrence of the above mentioned events (in particular with evidence of costs of repair or towage, a written confirmation of a delay or a failure of a means of transportation issued by a carrier, a report of the police on a traffic accident).
3. The insurance contract may be terminated at any time by mutual agreement of the parties.
 4. The Policyholder may terminate the insurance contract with immediate effect at any time by submitting a relevant statement.

§ 12

1. Subject to (2), if the insurance contract is concluded for a period exceeding 6 months, the Policyholder has the right to withdraw from the insurance contract within 30 days, or within 7 days if the Policyholder is an entrepreneur, after the contract is concluded by submitting a relevant statement. If, at the time of concluding the insurance contract at the latest, PZU SA failed to notify the Policyholder being a consumer of the right to withdraw from the contract, the 30-day period shall run from the day the Policyholder being a consumer became aware of this right. Withdrawal from the insurance contract is without prejudice to the Policyholder's obligation to pay premium for the period in which PZU SA provided insurance coverage.
2. In the case of insurance contracts concluded with the use of means of remote communication where the Policyholder is a consumer, the period in which they may withdraw from the insurance contract by submitting a relevant written statement

shall be 30 days as of the date the Policyholder was informed of the conclusion of the contract or as of the date they received the information which must be provided to a consumer pursuant to provisions on remote contracts, if such information was provided at a later date. The deadline shall be deemed to have been observed if the declaration was sent before the deadline. The right to withdraw from the insurance contract shall not be granted to the Policyholder being a consumer if the insurance contract was concluded for the period shorter than 30 days.

TERRITORIAL SCOPE OF INSURANCE COVER

§ 13

1. Under the GTCI and within the scope stipulated by an insurance contract, PZU SA shall provide insurance cover:
 - 1) exclusively in the territory of the Republic of Poland, hereinafter referred to as "Wojazer Poland", in relation with the trip referred to in § 1 (2) point 1, subject to (2) and (3);
 - 2) in the territory covering:
 - a) all European countries, including the Republic of Poland,
 - b) the European part of Russia,
 - c) the Canary Islands,
 - d) non-European countries in the Mediterranean region: Algeria, Morocco, Egypt, Syria, Lebanon, Israel, the Gaza Strip, Libya, Tunisia and Turkey,
 hereinafter referred to as "Wojazer Europe", in relation with the trip referred to in § 1 (2) point 2 or 3;
 - 3) all around the world, including the Republic of Poland, hereinafter referred to as "Wojazer World", in relation with the trip referred to in § 1 (2) point 2, subject to (4) and (5).
2. In the case of package holidays in the Polish border area with the intent of a mixed stay in Poland and outside Poland, when the Policyholder applies for coverage both in the territory of the Republic of Poland and outside, the insurance contract shall be concluded with a territorial scope covering "Wojazer Europe".
3. In the case of foreigners who when entering the territory of the Republic of Poland in order to obtain an entry visa to the Republic of Poland are obliged to hold insurance covering the insurance coverage in the territory of the Schengen countries, the insurance contract shall be concluded with a territorial scope covering "Wojazer Europe".
4. In the case of the insurance contract concluded with a territorial scope covering "Wojazer World", the basic scope of the insurance may not be extended with additional Cyclist Package assistance services (Clause No. 6).
5. In the case of the insurance contract concluded with a territorial scope covering "Wojazer Poland", the basic scope of the insurance may not be extended with additional insurance against continuation of treatment after trip (Clause No. 11).
6. The territorial scope of the insurance coverage shall be stipulated in the insurance contract by the Policyholder.

THE SUM INSURED AND GUARANTEE AMOUNT

§ 14

1. The sums insured and guarantee amounts shall constitute the upper limit of the liability of PZU SA. The sum insured stipulated in the insurance contract or the guarantee amount shall be determined separately with regard to each Insured.
2. The sums insured and guarantee amounts shall be determined in agreement with the Policyholder.

INSURANCE PREMIUM

§ 15

1. The premium shall be calculated for the period of liability of PZU SA on the basis of the premium tariff in force on the day of conclusion of the insurance contract.
2. The insurance premium for a given insurance period shall be a sum of premiums for basic insurance, insurance extended to include selected Clauses referred to in § 3 (2), as well as increases in premium for extra risks referred to in § 4 (1).

In the case of aggregation of extra risks referred to in § 4 (1) point 2 letters a-c, only one increase, which is the highest increase, shall be used to calculate premium for all these risks.

3. The amount of the insurance premium shall be determined depending on:
 - 1) the sum insured or guarantee amount;
 - 2) insurance period;
 - 3) material scope of the insurance;
 - 4) territorial scope of the insurance;
 - 5) type of the insurance contract;
 - 6) premium reductions and increases referred to in (4);
 - 7) the number of the Insured or the number of man-days.
4. Subject to (5), the following reductions and increases in the insurance premium shall apply:
 - 1) premium reductions for:
 - a) the conclusion of the insurance contract as a family insurance contract or a collective insurance contract,
 - b) including in the individual insurance contract: a child who on the first day of the insurance period has attained the age of 6 years or a pupil or a student who on the first day of the insurance period has not attained the age of 26 years,
 - c) the duration of the insurance period;
 - 2) premium increases for:
 - a) inclusion of the Clauses referred to in § 3 (2) and (4) in the insurance contract,
 - b) inclusion of extra risks referred to in § 4 (1), whereas with regard to the risk referred to in § 4 (1) point 2 letter b two following risk classes are determined for sports:

risk class 1 –	duplicate bridge, checkers, angling, chess, modelmaking and participation in amateur sports competition and tournaments for children, teenagers and students of up to 26 years,
risk class 2 –	other competitive sports not listed in the risk class 1, whereas an increase does not apply in the case of the inclusion of a risk resulting from doing competitive sports covered by the risk class 1.

If the Insured does a few sports included in the risk class 1 and risk class 2, the risk class 2 shall be used to calculate premium.
5. Premium reductions and increases referred to in (4) shall not apply to insurance against continuation of treatment after trip.

§ 16

1. Unless agreed otherwise, the Policyholder shall be obliged to pay the premium at the time of conclusion of the insurance contract, subject to (2).
2. In the case of the direct contract, the premium due date falls no later than on the day preceding the date on which the insurance period indicated in the contract begins.
3. In the case of insurance contracts concluded for one year, when so requested by the Policyholder, the payment of the premium may be broken down into instalments. The due dates for the payment of individual instalments of the premium shall be determined starting from the date of conclusion of the insurance contract.
4. The insurance premium shall be paid in cash or, as agreed with PZU SA, in a cashless form.
5. If the insurance premium or any instalment thereof is paid in cashless form, the date of payment shall be deemed to be the

- date on which the bank account of PZU SA is credited with the entire due amount of the premium or an instalment thereof.
6. The premium shall not be subject to indexation.

§ 17

1. In the case of insurance contracts concluded as an open policy, in which the premium is determined depending on the number of man-days, the Policyholder shall pay the advance premium at the time of conclusion of the insurance contract.
2. A minimum advance premium referred to in (1) shall be equal to a premium for 150 man-days. The final settlement of the premium shall take place after the expiry of the insurance period, subject to (3).
3. When so requested by the Policyholder, the insurance premium may be gradually settled during the term of the contract concluded in the form of an open policy. The premium shall be settled on the basis of the actual used number of man-days for the insurance period being settled.
4. If the number of used man-days is higher than the number of declared man-days and the advance premium paid, PZU SA shall request the Policyholder to supplement the premium within the designated time period.
5. If the number of used man-days is smaller than declared, PZU SA shall refund the difference in premium.

§ 18

If any circumstances which entail a significant change in the probability of an insured event are revealed, either party may request an appropriate change in the amount of the insurance premium starting from the circumstance occurrence, however not earlier than from the beginning of the present insurance period. In the case of such request, the other party may terminate the insurance agreement with immediate effect within 14 days by submitting a relevant statement.

§ 19

1. If insurance coverage expires before the end of the period for which the insurance contract has been concluded, the Policyholder shall be entitled to reimbursement of the premium for the period of unused insurance cover.
2. In the case of foreigners or Polish citizens residing permanently outside the Republic of Poland, reimbursement of the premium for the period of unused insurance cover shall take place after the amount of reimbursement has been converted into a specific foreign currency at the average rate of the National Bank of Poland applicable as at the day of determination of the amount to be reimbursed.

GENERAL PRINCIPLES OF DETERMINATION AND PAYMENT OF BENEFITS

§ 20

1. PZU SA shall pay the benefit within 30 days of having been notified of an insured event.
2. If within the period specified in (1) the clarification of the circumstances necessary to establish the responsibility of PZU SA or the amount of benefit turned out to be impossible, the benefit shall be effected within 14 days from the date, on which it was possible to clarify such circumstances with due diligence. However, the undisputed portion of the benefit should be paid by PZU SA within the time limit specified in (1).
3. PZU SA shall be obliged:
 - 1) having been notified of the occurrence of the insured event, within 7 days of the receipt of the notice, to inform the Policyholder or the Insured, if they are not the persons that have submitted the notice, and take steps aimed at establishing the facts of the insured event, the validity of reported claims and the amount of benefit, as well as inform the claimant in writing or in another form that this person had approved which documents are needed to determine the liability of PZU SA or the amount of benefit,

- if it is necessary for further implementation of the proceedings; in the case of the insurance contract being entered into to the benefit of a third party, the insured event may also be reported by the Insured or the Insured's heirs; in such case, an heir is deemed to be a beneficiary under the insurance contract;
- 2) if it fails to effect the benefit within the time limits specified in (1) and (2), to notify in writing:
 - a) the claimant, and
 - b) the insured in the case of the insurance contract being entered into on someone's behalf if the insured is not the claimant;
 - of the reasons for the inability to satisfy their claims, either in whole or in part, as well as to effect the undisputed part of the benefit;
 - 3) if the benefit is not payable or is payable in an amount different from the one specified in the claim, to communicate this in writing to:
 - a) the claimant, and
 - b) the insured in the case of the insurance contract being entered into on someone's behalf if the insured is not the claimant
 - specifying the circumstances as well as legal grounds for the refusal to effect the benefit, either in whole or in part, and instruct these persons about the possibility of seeking redress in court;
 - 4) to provide the Policyholder, the Insured, the claimant or the beneficiary under the insurance contract with information and documents collected for the purpose of establishing the liability of PZU SA or the amount of benefit; these persons may request PZU SA to provide a written confirmation of the information made available to them, make photocopies of documents at their own expense and request PZU SA to certify them as true copies;
 - 5) provide the persons referred to in point 4 with information and documents referred to in point 4 at their request in an electronic form;
 - 6) at the request of the Policyholder or a beneficiary under the insurance contract, to provide any information being in its possession which is connected with the insured event and which constitutes grounds to establishing the liability of PZU SA, the circumstances of the insured event and the amount of benefit;
 - 7) at a request of the policyholder or insured, provide information about statements made by the policyholder or insured while entering into the insurance contract for the purpose of the assessment of insurance risks or copies of documents prepared at that stage.

§ 21

1. Subject to (2) and (3), the benefits or compensation payable shall be paid in the territory of the Republic of Poland, except for costs reimbursed directly to issuers of invoices abroad.
2. Subject to (3), the costs incurred outside the Republic of Poland shall be refunded in the territory of the Republic of Poland in PLN at the average rate of the National Bank of Poland applicable as at the date of determination of compensation.
3. In the case of foreigners or Polish citizens residing permanently outside the Republic of Poland, a benefit or compensation shall be paid in a manner agreed with such persons. In the event of payment of a benefit or compensation in currency different than PLN, the average rate of the National Bank of Poland applicable as at the date of determination of such benefit or compensation shall apply.

§ 22

PZU SA shall be obliged to indemnify losses resulting from non-performance or improper performance of the insurance contract unless such non-performance or improper performance arises from circumstances for which PZU SA is not liable.

OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED IN CASE OF AN INSURED EVENT

§ 23

1. If an insured event occurs, the Policyholder or the Insured shall be obliged to:
 - 1) use all means available to prevent the loss or reduce its size;
 - 2) in travel luggage insurance – use all means available to rescue the object of the insurance;
 - 3) ensure that compensation may be claimed against persons responsible for the loss.
2. If the Policyholder or the Insured, deliberately or through gross negligence, fails to use the measures referred to in (1) point 1 above, PZU SA shall be released from liability for any resulting losses unless in the case of gross negligence the payment of compensation is compliant with the rules of equity under given circumstances.
3. PZU SA shall be obliged, within the limits of the sum insured or guarantee amount, to refund the costs arising from the use of the measures referred to in (1) point 1 if these measures were justified, even when they proved ineffective.

TRANSFER OF CLAIMS TO PZU SA

§ 24

1. Upon payment of compensation by PZU SA, the claims of the Insured against the third person responsible for the damage shall be transferred, by force of law, to PZU SA up to the amount of the compensation paid, subject to (2). If PZU SA covered only a part of the loss, the Insured has priority right to pursue his/her claims regarding the remaining part of the loss before the claims of PZU SA.
1. Claims of the Insured against persons with whom the Insured lives in a common household shall not be transferred to PZU SA.
3. Upon request of PZU SA, the Insured shall be obliged to assist PZU SA when claiming compensation from third parties by providing information and submitting documents which are necessary to claim the compensation.
4. If the Insured, without prior consent of PZU SA, waived their claims against the third party responsible for the loss, PZU SA may refuse to pay compensation or reduce it accordingly.
5. If the waiver or limitation of the claim is disclosed after the compensation has been paid, PZU SA may request the Insured to return the entire compensation or its part.

CHAPTER II

CHAPTER II MEDICAL EXPENSES INSURANCE AND ASSISTANCE BASIC PACKAGE

SUBJECT MATTER AND SCOPE OF INSURANCE

§ 25

1. The subject matter of medical expenses insurance shall be the risk of a sudden illness or an accident occurring within the period of insurance during the trip of the Insured. The scope of medical expenses insurance shall cover the organization – during the trip – of medical aid required by the state of health of the Insured and reported within the period of insurance – provided up to the day when the state of health of the Insured will allow the Insured to return or be transported home or to a medical facility in their place of residence or to cover the costs of such aid including:
 - 1) hospitalization and outpatient treatment:
 - a) stay and treatment in hospital, including emergency or urgent surgeries,
 - b) medical appointments,

- c) extra examination recommended by a physician necessary to diagnose or treat a disease (radiography, ECG, USG, MRI, CT, basic lab tests),
- d) outpatient procedures;
- 2) transport:
 - a) medical transport from the Insured's place of stay or the location where the insured event occurred to an appropriate medical facility,
 - b) transport between medical facilities where medical assistance was provided,
 - c) transport to another hospital, if the medical facility where the Insured is being hospitalized does not provide appropriate medical care for the Insured's health condition,
 - d) transport to the Insured's place of stay following the provision of medical assistance if according to the recommendations of the attending physician the Insured should not use their own means or transport or public transport;
- 3) use of hyperbaric oxygen therapy chamber in medically justified cases provided that the scope of insurance is extended with extra risks referred to in § 4 (1) point 2 letters b-c;
- 4) dental treatment in the case of a sudden illness in the form of acute inflammation or pain as well as in the case when the necessity for dental treatment results from an accident covered by the liability of PZU SA;
- 5) treatment related to pregnancy and labor (including costs of medical transport to a medical facility), however no later than by the end of week 32 of pregnancy.
2. Additionally, the scope of medical expenses insurance shall also cover:
 - 1) refund of costs related to the purchase of medication and dressing materials prescribed by a physician with regard to the treatment referred to (1) point 1;
 - 2) refund of costs related to the repair or purchase of prostheses (including dental prostheses), corrective glasses and other orthopaedic articles and auxiliary materials, which were damaged or are obligatory for the Insured to use as a result of an accident or a sudden illness covered by the liability of PZU SA provided that the necessity for the repair or purchase of such prostheses, corrective glasses and other orthopaedic articles and auxiliary materials arose no later than within 1 year from the day when an insured event occurred;
 - 3) refund of costs of the intervention of ambulance, including costs of transport to a medical facility.
3. The organization of medical aid referred to in (1) above consists in organizing – during the trip – a medical appointment or admission of the Insured to a relevant medical facility which is closest to the Insured's place of stay and appropriate for a type of illness or injury, whereas a type of admission and treatment shall be decided by a physician in a facility where such medical aid is provided. PZU SA shall bear the costs of medical aid directly in a medical facility or in accordance with the principles stipulated in § 31 (3)-(5), reimburse the Insured for the costs of medical aid incurred by them depending on a manner of acceptance of settlement by a given medical facility.

§ 26

The subject matter of assistance insurance Basic Package shall be the organization – during the trip – of assistance services and covering of their costs for insured events, which occurred within the period of insurance during the trip of the Insured. The scope of assistance insurance Basic Package shall cover the following assistance services:

- 1) **Transport of the Insured to the country of permanent residence**
If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the state of health of the Insured does not allow the Insured to use a previously

intended means of transportation, PZU SA shall organize and cover the costs of transport of the Insured to their home or a medical facility in the country of permanent residence. Such transport shall take place after medical aid has been provided and by a means of transportation suitable for the state of health of the Insured. Purposefulness, date and manner of transport of the Insured shall be agreed by a physician from the Emergency Center and a physician treating the Insured. If the Insured does not agree to return to the country of permanent residence, from the moment of refusal the Insured shall not be subject to insurance coverage anymore with regard to the costs of treatment and assistance services related to this insured event as well as insurance coverage against continuation of treatment after trip. If it is a child or a dependent person who is transported, after a physician from the Emergency Center and a physician treating this Insured have decided that during transport it is necessary to provide the Insured with care of a parent or a legal guardian, PZU SA shall additionally bear the costs of transport of this person from the country of permanent residence to the place of stay of the child, including the costs of a train or coach ticket or if such train or coach travel is longer than 12 hours – a flight ticket in economy class. Return transport to the country of permanent residence shall take place by a means of transportation which is used to transport the child or the dependent person; transport of the Insured to the country of permanent residence shall be provided only up to the amount corresponding to the sum insured stipulated for medical expenses insurance;

- 2) **Transport of remains of the Insured to the place of burial**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, the Insured died during the trip within the period of insurance, PZU SA shall organize and bear the costs of transport of remains of the Insured to the place of burial in the country of permanent residence. Furthermore, PZU SA shall bear the costs of purchase of a casket required to transport the remains in the amount of up to PLN 5,000.

In the case of cremation of remains in the country when the insured event occurred, PZU SA shall bear the costs of cremation and costs of transport of cremains to the place of burial up to the amounts which would be incurred by PZU SA in the case of transport of remains; transport of remains to the place of burial, taking into account a limit on the purchase of casket, shall be provided only up to the amount corresponding to the sum insured stipulated for medical expenses insurance;

- 3) **Cover of costs of search and rescue services**

PZU SA shall cover the costs of searching the Insured in the mountains, on land and in water conducted by specialized units (costs of search services) and cover the costs of providing emergency medical aid (rescue services) provided that the Insured got lost during the trip within the period of insurance.

Search services shall be understood as a period starting when relatives or third parties reported to a specialized unit conducting search services that the Insured was missing and ending when the Insured has been found or the search action has been finished. Rescue services shall be understood as provision of emergency medical aid provided from the moment when the Insured has been found to the moment when the Insured has been transported to the nearest hospital or other medical facility.

PZU SA shall cover the costs of search and rescue services in the amount of up to PLN 50,000.

- 4) **Assistance of an interpreter in relation to medical aid**

If the Insured is provided with aid in relation to a sudden illness or an accident covered by the insurance coverage,

PZU SA shall provide assistance of an interpreter of English language via telephone in the scope necessary for the provision of medical aid;

5) **Organization of continuation of medical treatment after the Insured has returned home in the territory of the Republic of Poland provided that the necessity for using the service is reported to the Emergency Center within 14 days after the day when the Insured has returned home**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, PZU SA organized medical aid during the trip, PZU SA shall organize and cover the costs of the following assistance services related to the above mentioned insured event:

a) **physician's house call** – organization of a single visit of a physician at the Insured's home and coverage of physician's fee and travel costs of up to PLN 500, whereas this limit does not include the costs of additional diagnostic examination ordered by the physician during such visit, or

b) **medical consultation of the Insured with a physician at a medical facility** – organization of a medical consultation of the Insured with a physician at a medical facility designated by the Emergency Center and coverage of the physician's fee; at the request of the Insured, PZU SA shall organize transport of the Insured to the medical facility and cover its costs; PZU SA shall cover physician's fee and costs of transport of the Insured of up to PLN 500, whereas this limit does not include the costs of additional diagnostic examination ordered by the physician during such visit,

c) **nurse's house call** – if the state of health of the Insured requires a nurse's visit at the Insured's home, PZU SA shall organize and cover the cost of the nurse's commute to the Insured's home and the nurse's fee of up to PLN 500; this service shall include the performance of medical procedures recommended by the attending physician of the Insured;

6) **Organization and coverage of costs of rehabilitation in the territory of the Republic of Poland after the Insured has returned home provided that the necessity for using the service confirmed by a referral issued by a physician is reported to the Emergency Center within 14 days after the day when the Insured has returned home**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, PZU SA organized transport of the Insured to their home in the Republic of Poland in relation with the above mentioned insured event or PZU SA agreed to transport referred to in point 1, PZU SA shall ensure:

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

b) **delivery and purchase or renting of small rehabilitation or medical equipment** – if the Insured, according to recommendations of the attending physician, should use certain rehabilitation or medical equipment at home, PZU SA shall organize and cover the costs of an information service regarding the stores or rental stores offering rehabilitation equipment; in addition, PZU SA shall

also organize and cover the costs of both purchase or renting as well as transport of small rehabilitation equipment to the Insured's home; this benefit is provided up to the total amount of PLN 300,

c) **delivery of medications** – if pursuant to the recommendation of the attending physician the Insured must stay at home, PZU SA shall organize and cover the costs of delivery of necessary medications prescribed by the physician, provided they are available in the territory of the Republic of Poland; if the Insured also requires OTC medications which are available at the same location as the prescribed medication, PZU SA shall also organize and cover the costs of the delivery of OTC medications indicated by the Insured; this benefit is performed up to the amount of PLN 300 and the costs of medications are covered by the Insured;

7) **Psychological assistance after accident in the territory of the Republic of Poland after the Insured has returned home provided that the necessity for using the service is reported to the Emergency Center within 30 days after the day when the Insured has returned home**

If as a result of an accident covered by the liability of PZU SA the Insured sustained grievous bodily harm or if as a result of an accident covered by the liability of PZU SA in which the Insured participated results in:

- a) the death of the Insured's spouse, or
- b) the death of the Insured's child, or
- c) the death of the parents of the Insured or of the Insured's spouse,

and the Insured reports the need for psychological assistance, PZU SA shall organize and cover the costs of the Insured's consultations with a psychologist, in a number recommended by the psychologist during the first visit, up to the total amount of PLN 2,000. If an accident covered by the liability of PZU SA results in the Insured's death, the Insured's spouse, children and parents are entitled to the psychological assistance referred to above. PZU SA shall organize and cover the costs of that person's consultations with a psychologist, in a number recommended by the psychologist during the first visit, up to the total amount of PLN 2,000 per each person;

8) **Home assistance in the territory of the Republic of Poland after the Insured has returned home provided that the necessity for using the service is reported to the Emergency Center within 30 days after the day when the Insured has returned home**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, PZU SA organized transport of the Insured to their home in the Republic of Poland and simultaneously due to the state of health of the Insured resulting from the aforementioned insured event, it is necessary to provide home care assistance, PZU SA shall organize and cover the costs of home assistants (the costs of home assistants' fee and commute), up to the total amount of PLN 500. This service shall cover home care assistance in preparing meals, doing groceries, maintaining cleanliness: dry and wet cleaning of floors, dusting furniture and window sills, vacuuming carpets and rugs, cleaning the bathroom, washing dishes, cleaning the sink, cleaning the cooktop, throwing away the garbage and watering plants, using cleaning products and aids made available by the Insured. The costs of purchases made at the request of the Insured shall be covered by the Insured; assistance shall be provided for 30 days from the day it started;

9) **Dog and cat care in the territory of the Republic of Poland**

If, as a result of an accident or a sudden illness covered by the liability of PZU SA, PZU SA organized transport of the Insured to hospital in the Republic of Poland and the Insured is hospitalized for longer than 2 days, PZU SA

shall organize the transport of the Insured's dogs or cats to the designated person or to an appropriate facility that guarantees round-the-clock animal care and shall cover the costs of such transport. This service shall be provided up to the total amount of PLN 300;

10) Information services in the territory of the Republic of Poland:

a) Medical helpline

PZU SA shall provide access to the medical helpline consisting in a phone conversation with an Emergency Center physician who, to the extent possible, provides verbal information to the Insured regarding proceedings related to medical care in the territory of the Republic of Poland. This information is not of a diagnostic or treatment-related nature.

b) Provision of information before and during the trip

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

- documents required when entering and staying in a given country,
- specificity of a country which the Insured is visiting,
- scope of medical aid within public healthcare in the territory of a given country belonging to the European Union which are provided to a person covered by health insurance,

c) Communication of information

If an unforeseen event, including an accident, disease, strike or flight delay results in a delay or change in the trip of the Insured, the Emergency Center, at the request of the Insured, shall provide persons indicated by them with necessary information and shall assist the Insured in changing the hotel reservation, airline or car rental.

particular assistance service occurred within the period of insurance.

2. The limits for particular assistance services shall be determined separately from the sum insured determined in medical expenses insurance.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 29

1. Subject to (2), PZU SA is not liable for the costs borne by the Insured without the consent of the Emergency Center, unless it was not possible to contact the Emergency Center in the manner set out in § 31 (1) point 1 and (2) due to reasons not attributable to the Insured, in particular due to a random event or force majeure.
2. The Insured shall not be required to contact the Emergency Center if during the trip the Insured chooses a physician and bears the costs of a medical appointment on their own in the case of:
 - 1) a single dental appointment related to treatment of an acute inflammation or ache of a tooth limited to 1 tooth;
 - 2) a single medical appointment.

In the cases referred to in points 1 and 2 above, PZU SA shall refund the costs of treatment on the basis of named receipts and confirmation of their payment as well as medical documentation confirming the occurrence of the insured event covered by the liability of PZU SA.

2. If due to inability to contact the Emergency Center referred to in (1) the Insured organized and bore the costs of medical treatment and assistance services referred to in § 25 and § 26 on their own, PZU SA shall refund the above mentioned costs on the basis of medical documentation confirming the occurrence of the insured event covered by the liability of PZU SA as well as named receipts and confirmation of their payment. If the above mentioned costs were not borne by the Insured, the Insured shall be obliged to inform PZU SA within the period referred to in § 31 (2) of the necessity of covering these costs and to submit medical documentation confirming the occurrence of the insured event covered by the liability of PZU SA as well as named receipts, which will constitute basis for their payment by PZU SA to their issuers.

§ 30

1. The liability of PZU SA shall not include the costs of treatment which arose for or as a result of:
 - 1) treatment exceeding the scope necessary to restore state of health which allows the Insured to go back or be transported home or to a medical facility in the country of permanent residence;
 - 2) the Insured 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;
 - 3) being 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) treatment not related to a sudden illness or an accident;
 - 5) treatment related to a sudden illness or an accident, which occurred during the break between trips of the Insured or during previous trips of the Insured;
 - 6) treatment of chronic diseases;
 - 7) treatment of diseases being a reason for hospitalization within 12 months before the conclusion of the insurance contract;
 - 8) treatment of aggravation or complications of:

SUMS INSURED AND LIMITS OF LIABILITY

§ 27

1. In medical expenses insurance the sum insured shall be determined in agreement with the Policyholder.
2. The costs of treatment shall be covered up to the amount of the sum insured determined subject to the limits referred to in (4)-(6). The limits of liability referred to in (4)-(6) shall be determined within the sum insured.
3. Subject to (4)-(6), the sum insured shall be determined for each insured event which occurred within the period of insurance.
4. The limit of liability for the costs of dental treatment referred to in § 25 (1) point 4 in the case of a sudden illness in the form of acute inflammation or pain shall be 10% of the insured sum, however no more than up to the amount of PLN 1,000 for all insured events which occurred within the period of insurance.
5. The limit of liability for the costs of medical aid related to pregnancy and labor referred to in § 25 (1) point 5 shall be 10% of the insured sum, however no more than up to the amount of PLN 6,000 for all insured events which occurred within the period of insurance. In the case of labor, under the above mentioned limit, medical aid shall be provided to both the mother and the baby.
6. The limit of liability for the costs related to the repair or purchase of prostheses, corrective glasses and other orthopaedic articles and auxiliary materials referred to in § 25 (2) point 2 shall be 10% of the insured sum, however no more than up to the amount of PLN 2,000 for all insured events which occurred within the period of insurance.

§ 28

1. In assistance insurance the limits of liability for particular assistance services shall be determined for one insured event deemed as an event constituting basis for the provision of a

- a) chronic diseases,
 - b) diseases being a reason for hospitalization within 12 months before the conclusion of the insurance contract,
 - c) a same-day procedure within 30 days before the conclusion of the insurance contract, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium, subject to (2);
 - 9) mental disorders, conduct disorders, including neuroses;
 - 10) treatment of sexually transmitted diseases, AIDS, treatment of inflammation related to being a carrier of HIV;
 - 11) diseases resulting from alcoholism;
 - 12) sanatorium treatment, prophylaxis, heliotherapy, alternative medicine and treatments of an aesthetic nature;
 - 13) physiotherapy and rehabilitation, subject to § 26 point 6 letter a;
 - 14) treatment on someone's own or by a physician being a member of the Insured's immediate family or examination and services which are not performed by hospital, a physician or a nurse;
 - 15) examination which are not necessary to diagnose or treat a disease, prophylactic examination and vaccination;
 - 16) abortion of pregnancy, in-vitro fertilization or any other type of treating infertility or limited fertility, including costs of contraceptives, pregnancy tests;
 - 17) accidents or health disorders caused deliberately by the Insured, including consequences of suicide or an attempt to commit suicide, self-mutilation of the Insured;
 - 18) the Insured's participation in crimes or fights, except when acting in self-defense;
 - 19) practising high-risk sports, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
 - 20) 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;
 - 21) practising competitive sports, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
 - 22) carrying out physical works by the Insured, unless the liability of PZU SA was extended to this extent against the payment of an additional insurance premium;
 - 23) epidemics, of which the authorities of the country of destination informed in mass media, which was known to the Insured before the trip as at the day of conclusion of the insurance contract;
 - 24) disaster resulting in nuclear contamination, chemical contamination, radioactive radiation, ionizing radiation;
 - 25) 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;
 - 26) active participation by the Insured in strikes, riots, internal disturbances, protests, road blockades or sabotage;
 - 27) failure to adhere to the recommendations of the attending physician or physician from the Emergency Center;
 - 28) non-standard additional medical aid.
2. The extension of the liability of PZU SA referred to in (1) point 8 shall not apply to treatment of aggravation or complications of diseases and disorders referred to in (1) points 9-11.
 3. The liability of PZU SA shall not include assistance services if the event constituting basis for organizing such service occurred in relation to or as a result of circumstances referred to in (1) or in relation to pregnancy or labor after 32nd week of pregnancy, with the stipulation that in the cases referred to in (1) points 8, 19-22 and 25 the liability of PZU SA may be

extended against the payment of an additional insurance premium.

4. PZU SA shall reserve the right to refer the Insured to a medical facility selected at PZU SA's discretion for the purpose of diagnosis.
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 having jurisdiction over the place where the insured event occurred.
6. 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.

PROCEDURE IN CASE OF AN INSURED EVENT

§ 31

1. If an insured event occurs, the Insured or a person acting on the Insured's behalf shall be obliged to:
 - 1) before taking measures on their own – immediately report the event to the Emergency Center and ask for help;
 - 2) explain to an employee of the Emergency Center circumstances under which the Injured is and what help is needed as well as give first name and surname of the Insured or other data necessary to identify the Insured and other information available necessary to provide help, in the case of collective insurance also first name and surname or name of the Policyholder;
 - 3) in the case of a report related to the Insured referred to in § 1 (2) point 3 when an accident occurred outside the REPUBLIC OF POLAND – present a Polish visa valid as at the day of the occurrence of this insured event;
 - 4) give a phone number at which the Emergency Center may contact the Insured or their representative;
 - 5) render it possible for physicians at the Emergency Center to access necessary medical information;
 - 6) follow the recommendations made by the Emergency Center, providing information and necessary powers of attorney;
 - 7) 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 as well as provide help and explanation for this purpose.
2. If the Insured or a person acting on their behalf was unable to contact the Emergency Center by phone in a manner referred to in (1) for reasons not attributable thereto, including as a result of a random event or force majeure, the Insured or a person acting on their behalf shall be obliged to notify the occurrence of an insured event within 7 days from the day on which they became able to contact the Emergency Center. In addition, the Insured or a person acting on their behalf shall be obliged to state the reason for the inability to contact the Emergency Center.
3. In the cases where in accordance with the GTCI PZU SA shall be obliged to refund the costs of treatment or assistance services, PZU SA shall refund the above mentioned costs:
 - 1) in medical expenses insurance – up to the amount of actual costs documented with a relevant check, however no more than up to the amount of the sum insured, subject to the limits referred to in § 27 (4)-(6);
 - 2) in assistance insurance – up to the amount of actual costs documented with a relevant check, however no more than up to the limit of responsibility determined for a given assistance service, and if such limit has not been determined, up to the amount corresponding to the average price of such service.
4. The costs referred to in (3) borne by the Insured or any other person but at the request of the Insured shall be returned to the Insured. In other cases the costs shall be returned to the

- person who bore them.
5. The basis for handling filed claims is the submission of documentation necessary to determine the validity of the claim and amount of the benefit: medical documentation along with diagnosis and description of the treatment applied, documents related to other costs covered by the scope of insurance, and in the case of coverage of costs by the Insured – submission of receipts and confirmation of their payment.
 6. If the obligation to notify PZU SA of the occurrence of an insured event within the time limit set out in (2) is breached as a result of willful misconduct or gross negligence, PZU SA may reduce the benefit if the breach contributed to increasing the loss or prevented PZU SA from determining the circumstances and consequences of the insured event. 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 (2).
8. Any grievance or appeal which is not a complaint, referred to in (1), should be filed in forms stipulated in (3) at any branch office of PZU SA that provides customer service.
 9. Complaints and appeals shall be examined by the organizational unit specified in internal regulations of PZU SA effective as at the day the complaint or appeal was submitted. Information thereon can be obtained from organizational units of PZU SA.
 10. PZU SA shall handle the grievance or appeal immediately, but not later than within 30 days from receiving the grievance or appeal, and shall reply in writing; in the event it should be impossible to handle the grievance or appeal and reply within the above-mentioned time limit, PZU Życie SA shall notify thereof the person filing the grievance or appeal in writing, providing the reason for the delay as well as the new time limit for the handling.
 11. The entity, having jurisdiction over the registered office of PZU SA, authorised to settle disputes out of court, within the meaning of the Act on out-of-court settlement of consumer disputes, shall be the Financial Ombudsman, whose website address is: www.rf.gov.pl.
 12. In the case of a direct contract where the offer was sent via e-mail and the insurance contract was concluded via e-mail, the consumer shall have the right to use the opportunity of settling disputes out of court and file the grievance via an online dispute resolution (ODR) platform in accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 – at <http://ec.europa.eu/consumers/odr/>. The operation of the ODR platform is a responsibility of the European Commission. It is possible to contact PZU SA at the address: reklamacje@pzu.pl.
 13. The Policyholder, the Insured, and the beneficiary under the insurance agreement being a consumer shall have the right to apply for assistance to the Municipal and County Consumer Ombudsmen.
 14. PZU SA shall be subject to the Polish Financial Supervision Authority.
 15. PZU SA shall communicate with consumers in Polish.
 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 or legal address of the Policyholder, the Insured or the beneficiary under the insurance contract.
 17. 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.

CHAPTER III

FINAL PROVISIONS

§ 32

1. The Policyholder, the Insured, the beneficiary and person entitled under the insurance contract, who is a natural person, shall have the right to file a complaint within the meaning of the Act on the Complaint Handling Procedure Applied by Financial Market Operators and on the Financial Ombudsman, i.e. to express to PZU SA its objections concerning the services provided by PZU SA.
2. Complaints may be submitted at any branch office of PZU SA that provides customer service.
3. Complaints may be filed:
 - 1) in writing – delivered in person or via 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 Warsaw, Poland (correspondence address only);
 - 2) verbally – by phone, for example, by calling the helpline number 801 102 102, or in person, with an entry being made in the relevant records during a visit of the person referred to in (1) at the unit referred to in (2);
 - 3) in an electronic form – by sending an email to reklamacje@pzu.pl or by completing the form which can be found at www.pzu.pl.
4. PZU SA shall handle and respond to complaints without undue delay, however not later than within 30 days of receiving the complaint, subject to (5).
5. In particularly complicated cases, when it is not possible to examine the complaint and reply to it within the time limit referred to in (4), PZU SA shall forward a notification including the following information to the complainant:
 - 1) the reason for delay;
 - 2) the circumstances which must be established before the complaint can be handled;
 - 3) the date by which the complaint is expected to be examined and replied to, which may not exceed the time limit of 60 days following the day on which the complaint was received.
6. The reply of PZU SA to the complaint shall be delivered to the person who filed the document, in paper format or by means of other permanent data medium, within the meaning of the Act on Payment Services, or by e-mail at the sole request of the complainant.
7. The customer referred to in (1) shall have the right to lodge a complaint to the Financial Ombudsman concerning:
 - 1) rejection of claims during the complaint handling procedure;
 - 2) failure to perform activities resulting from handling complaint as requested by that person within the time

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

Appendix No. 1 to the GTCI for PZU Wojażer established by virtue of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 or coach ticket or if such train or coach 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 terrorist 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 (PZU Accident Insurance) established by way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 or coach ticket or if such train or coach 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 or coach ticket or if such train or coach 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 of 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
- a) 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.

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

Appendix No. 4 to the GTCI for PZU Wojażer established by way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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

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

- 1) **costs of transport** – costs of a train or coach ticket or if such train or coach 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 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

- c) absolutely required the presence of the Insured, 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 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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.
- This Clause may apply to PZU Wojażer insurance, the scope of which is extended by the risks resulting from:
 - recreational skiing or snowboarding on marked ski slopes, or
 - practising competitive sports, or
 - practising high-risk sports.

§ 2

- The assistance service referred to in § 3 point 1 shall be provided within the sum insured stipulated in the insurance contract for medical expenses contract.
- Assistance services referred to in § 3 points 2-4 shall be provided up to the limits of liability stipulated for particular assistance services. Limits for particular assistance services referred to in § 3 points 2-4 shall be determined separately from the sum insured determined in medical expenses insurance.
- Sports equipment shall also be understood as sports accessories.

§ 3

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

If, as a result of sudden and unexpected deterioration in weather conditions or a sudden failure of equipment when practising sports referred to in § 1 (2), the Insured cannot return to the base safely or faces conditions which prevent them from reaching the originally intended route or destination of the trip on their own, PZU SA shall cover the costs of searching and emergency medical aid provided to the Insured by specialized rescue teams. The costs shall be covered up to the amount of PLN 50,000;

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 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,
- burglary or robbery confirmed by a report to the

- police,
- 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;

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

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

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

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

Appendix No. 6 to the GTCI for PZU Wojażer established by way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 or coach ticket or if such train or coach 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 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 conducting business activity, liberal professions, performing functions, including honorary functions in unions, associations, social or political organizations, as well as voluntary work;
 - 2) **motor vehicle** – a means of transportation intended for traveling on roads as well as a machine or a device adapted for it;
 - 3) **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;
 - 4) **loss** – personal injury or material damage;
 - 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;
- persons;
 - 3) consisting in paying pecuniary penalties, contractual penalties, court and administrative fines, taxes and public law liabilities, excluding deposits for renting a vehicle or any other flying or floating devices with a motor, in the case of the extension of liability referred to in point 13;
 - 4) 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;
 - 5) resulting from pursuing of a profession or conducting business activity;
 - 6) caused by any vehicle or power-driven flying or floating device driven by the Insured or belonging to the Insured, unless the liability of PZU SA was extended to include the risk of practising high-risk sports or the risk of practising competitive sports and the loss occurred in relation to the practising of such sports;
 - 7) which occurred in any vehicle or power-driven flying or floating device belonging to the Insured, caused by another insured person under one insurance contract;
 - 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 made of metal or precious stones, securities, documents, data carriers or collector's or archival documents or collections or historic or unique objects;
 - 13) damage to property used by the Insured under a 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 (2);
 - 14) caused to assets stored;
 - 15) 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 fire arms 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;
 - 16) 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;
 - 17) 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;
 - 18) 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;

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 shall cover losses caused by the Insured as well as by persons and animals which accompany the Insured during the trip and for which the Insured is liable during such trip.
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 persons referred to in (2) above.
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;
 - 2) caused by the Insured to the Policyholder or close



- 19) arising from transmission of infectious diseases or infections of which the Insured was aware or could have become aware had they practiced due diligence;
 - 20) related to the violation of personal rights other than life and health;
 - 21) related to the violation of intellectual property rights;
 - 22) caused by animals which did not undergo obligatory preventive vaccination or preventive examination;
 - 23) caused by animals if they were transported, carried or led in improperly secured objects aiming at providing safety and security of people's life and health as well as property or when they were transported, carried or led without objects aiming at providing safety and security of people's life and health as well as property;
 - 24) consisting in the obligation to refund the fee of a legal representative of the aggrieved party;
 - 25) caused at home.
2. 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;
 - 5) arising in rented motor boats with engine power of more than 50 HP;
 - 6) 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.
 3. In the case of the extension of the liability of PZU SA referred to (1) point 15, 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.
 4. 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.

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. Within the limit of the guarantee amount, PZU SA shall be obliged to:
 - 1) cover the costs referred to in § 23 (3) of the GTCI;
 - 2) cover reasonable fees of experts appointed in agreement with PZU SA by the Insured or by the aggrieved party for the purpose of determining the circumstances, causes and amount the loss;
 - 3) pay 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 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,
 - 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.

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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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) **portable electronic equipment** – notebooks, palmtops, mobile phones, tablets, cameras, video recorders;
- 2) **professional carrier** – an entrepreneur holding licenses required by law, allowing them to provide paid transit of people with means of transportation;
- 3) **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;
- 4) **deductible** – an amount reducing the compensation expressed as percentage to the sum insured, constituting the Insured's own risk;
- 5) **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) missing all the travel luggage along with its content in the case referred to (1) point 1, subject to (4);
 - 3) 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 loss consisting only in losing the travel luggage entrusted to the professional carrier or under circumstances referred to in (3) point 1 letter g:
 - 1) the liability of PZU SA for losses consisting in losing portable electronic equipment shall be excluded;
 - 2) a 20% deductible of the Insured in the loss shall apply.

§ 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. If the Insured's travel luggage entrusted to the professional carrier did not arrive at the place of stay of the Insured, the Emergency Center shall help in regaining and sending this travel luggage once again and cover the costs of sending it to the place of stay of the Insured within the sum insured.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 5

1. PZU SA shall not be liable for any loss:
 - 1) not exceeding the equivalent of PLN 50;
 - 2) caused intentionally by the Insured;
 - 3) caused deliberately by a person for whom the Insured is liable or with whom the Insured shares the same household;
 - 4) constituting the loss of profit for the Insured;
 - 5) in sports equipment while using it, subject to § 3 (3) point 3;
 - 6) 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;
 - 7) 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;
 - 8) caused by riots, social unrest, assassination;
 - 9) caused as a result of radioactive or ionizing radiation;
 - 10) which occurred during the relocation of the Insured;
 - 11) in items left without care, subject to § 3 (3) point 1 letter g;
 - 12) caused as a result of it being confiscated, withheld or destroyed by customs authorities or other state authorities;
 - 13) as a result of theft without breaking in, subject to § 3 (3) point 1 letter d;
 - 14) caused when using forged keys;
 - 15) in the equipment of a passenger car which may be the

- subject matter of comprehensive cover insurance (Autocasco);
- 16) 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;
 - 17) in breakable items made of clay, glass, ceramic, porcelain, marble, plaster;
 - 18) consisting only in damaging or destroying suitcases, bags, dressing cases, backpacks and similar items used to transport travel luggage or consisting in damaging or destroying suitcases, bags, dressing cases, backpacks and similar items used to transport travel luggage along 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.

SUM INSURED

§ 6

1. The sum insured shall be determined in agreement with the Policyholder in the insurance contract.
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 (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 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 in the case of 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 of 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.
6. In order to obtain assistance in retrieving and sending travel luggage once again, the Insured shall be obliged to contact the Emergency Center and provide it with information needed to determine the place where the luggage may be.

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;
 - 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

luggage.

2. 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 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 1 year, whereas such stay is uninterrupted, and where such person has their professional or private life and intends to stay in this country temporarily for a period not longer than 5 years. An uninterrupted stay shall be a stay during which any of breaks is longer than 6 months.

§ 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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 against continuation of medical treatment after trip.
2. 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:

- 1) **PZU Zdrowie helpline** – helpline used to appoint medical services by indicating a medical facility and date of such services;
- 2) **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;
- 3) **medical facility** – an entity conducting medical activity and providing medical services;
- 4) **planned surgery** – a surgery carried out in hospital indicated by PZU Zdrowie on a previously determined date; planned surgery shall not cover emergency or urgent surgery;
- 5) **PZU Zdrowie** – an entity operating for the benefit of PZU SA, which shall be obliged to organize medical services;
- 6) **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 or may be obtained by calling PZU helpline (801 102 102);
- 7) **medical services** – medical services covered by the liability of PZU SA, listed in the appendix to this Clause;
- 8) **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

1. 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.
2. Subject to (3), the scope of insurance shall cover organization and coverage of costs of the following medical services:
 - 1) with regard to a sudden illness:
 - a) maximum 4 medical consultations in the scope stipulated in the appendix to this Clause,

- b) 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;
- 2) with regard to an accident:
 - a) maximum 4 medical consultations in the scope stipulated in the appendix to this Clause,
 - b) 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,
 - c) outpatient rehabilitation ordered during medical consultation, maximum 30 procedures from those stipulated in the appendix to this Clause,
 - d) 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,
 - e) medical transport – if, 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.
3. 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.
4. 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).
5. 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).
6. Medical services referred to in (2) above shall be provided exclusively by PZU Zdrowie network.
7. 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.
8. 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.
9. 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).
10. The date referred to in (9) above may be extended if it is justified by health indications to perform a planned surgery at a later date or by a decision of the Insured.
11. 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

1. In order to use a medical service, the Insured should inform the Emergency Center of the necessity for using such medical service within 14 days from the day of returning home, whereas the number of the Emergency Center is indicated in



the insurance contract, and:

- 1) provide PZU SA with documents necessary to determine the validity of the claim;
 - 2) in accordance with applicable provisions of law, consent to processing of personal data, including data concerning state of health, as well as transferring of such personal data to PZU Zdrowie and PZU Zdrowie network in order to initiate any activities related to the organization and performance of medical services.
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).
 4. In the case of aggregation of medical services stipulated in this Clause and services referred to in § 26 point 5 letter b or point 6 letter a of the GTCI, the services stipulated in this Clause shall be provided after the services stipulated in § 26 point 5 letter b or point 6 letter a of the GTCI have been used.

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

Appendix to Clause No. 11 to the GTCI for PZU Wojażer established by way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

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

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 scientist

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 (GGTP), 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, Adrenocorticotrophic 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, clavicle, 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), Traber currents, magnetotherapy, local ultrasounds, laser point therapy, Sollux, partial cryotherapy.

SURGICAL OPERATIONS AND SUM INSURED

Type of injury	Surgical operations
Fractures Sprains, dislocations, strains of joints and ligaments Injuries to muscles and tendons	PZU SA shall cover the costs of organized surgical procedures and hospitalization up to the amount of PLN 15,000.

48. Surgery of structures of knee joint – arthroscopic surgery.
49. Surgery of ulnar shaft – open surgery.
50. Surgery of ulnar and radial shaft – open surgery.
51. Surgery of radial shaft – open surgery.
52. Surgery of humeral shaft – open surgery.
53. Surgery of femoral shaft – open surgery.
54. Surgery of several tendons of arm.
55. Surgery of patella.
56. Irrigation of infected hematoma, establishment of infection focus outside joint.
57. Stitching of the Achilles tendon
58. Removal of anastomosis of upper extremity and pelvis.
59. Removal of anastomosis of upper extremity and pectoral girdle.

LIST OF SURGICAL OPERATIONS

1. Reduction of wrist – open reduction.
2. Reduction of joints of arm – open reduction.
3. Reduction of hip joint – open reduction.
4. Reduction of hip joint – closed reduction, under intravenous anaesthesia.
5. Reduction of elbow joint – closed reduction, under intravenous anaesthesia.
6. Reduction of shoulder joint – open reduction.
7. Reduction of shoulder joint – closed reduction, under intravenous anaesthesia.
8. Reduction of ankle joint – open reduction.
9. Surgery of hip joint – arthroscopic surgery.
10. Surgery of humeral head – open surgery.
11. Surgery of fibular head – open surgery.
12. Surgery of wrist bone – open surgery.
13. Surgery of heel bone – open surgery.
14. Surgery of tibial bone – open surgery.
15. Surgery of tibial and fibular bone – open surgery.
16. Surgery of hand bone – open surgery.
17. Surgery of hand bone – transcutaneous surgery.
18. Surgery of heel bone – open surgery.
19. Surgery of foot bone – transcutaneous surgery.
20. Surgery of fibular bone – open surgery.
21. Surgery of scapula – arthroscopic surgery.
22. Surgery of scapula – open surgery.
23. Surgery of gluteal muscles – open surgery.
24. Surgery of adductor muscles of the thigh – open surgery.
25. Surgery of wrist – arthroscopic surgery.
26. Surgery of wrist – open surgery.
27. Surgery of epiphyses of knee joint bones – open surgery.
28. Surgery of proximal femur epiphysis – open surgery.
29. Surgery of proximal femur epiphysis (trochanter, collum) – open surgery.
30. Surgery of distal radial epiphysis – open surgery.
31. Surgery of distal radial and ulnar epiphysis – open surgery.
32. Surgery of collarbone – open surgery.
33. Surgery of a single abdominal muscle – open surgery.
34. Surgery of a single thoracic muscle – open surgery.
35. Surgery of a single muscle or tendon of lower extremity – open surgery.
36. Surgery of a single muscle or tendon of upper extremity – open surgery.
37. Surgery of a single muscle or tendon of upper extremity – arthroscopic surgery.
38. Surgery of plantar aponeurosis.
39. Surgery of joints of foot – open surgery.
40. Surgery of acromioclavicular joint – open surgery.
41. Surgery of elbow joint – open surgery.
42. Surgery of elbow joint/muscles or tendons of elbow joint – arthroscopic surgery.
43. Surgery of acromioclavicular joint – open surgery.
44. Surgery of wrist joint – open surgery.
45. Surgery of glenohumeral and scapular joint/muscles or tendons of pectoral girdle – arthroscopic surgery.
46. Surgery of ankle joint – arthroscopic surgery.
47. Surgery of ankle joint – open surgery.

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 way of Resolution No. UZ/269/2017 of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna of 19 September 2017

§ 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 resignation from or shortening of participation in package holiday.

§ 2

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

- 1) **ticket** – proof of payment for a flight, transfer or voyage (also in electronic form) issued by the professional carrier or on their behalf, related to package holiday, which directly authorizes a named person to use a flight, transfer or voyage indicated in this proof;
- 2) **trip companion** – a person who along with the Insured have booked the trip and whose data is in the same booking confirmation or in the contract concluded with the holiday organizer.

SUBJECT MATTER AND SCOPE OF INSURANCE

§ 3

1. The subject matter of the insurance shall be the risk of resignation from or shortening of participation in package holiday or the risk of cancellation of tickets due to:
 - 1) an accident, a sudden illness, aggravation or complication of a chronic disease, preventing the Insured or the trip companion from embarking on the trip or further participation in package holiday, confirmed by medical certification, or death of the Insured or the trip companion;
 - 2) a sudden illness, an accident, aggravation or complication of a chronic disease of a person close to the Insured or a person close to the trip companion, confirmed by medical certification, requiring the presence or constant care provided by the Insured or trip companion for the benefit of such person, or death of close person;
 - 3) break-in occurring at the place of residence of the Insured or the trip companion provided that the necessity of performing acts in law or administrative actions required absolute presence of the Insured or the trip companion;
 - 4) loss at the place of residence of the Insured or the trip companion caused by a random event provided that the necessity of performing acts in law or administrative actions required absolute presence of the Insured or the trip companion;
 - 5) unconditional call of the Insured or the trip companion by administrative authorities of the Republic of Poland or the country of permanent residence, except for calls by military authorities;
 - 6) documented theft or loss of documents necessary during the trip (identity card, passport, entry visa, driver's license) provided that such theft occurred within 7 days preceding embarking on package holiday and was reported to competent authorities.
2. The scope of insurance shall cover reimbursement of costs incurred by the Insured in relation to their resignation from participation in package holiday or in relation to shortening of such participation as well as reimbursement of costs of cancellation of tickets.
3. In the case of cancellation of tickets, the scope of insurance

shall cover the reimbursement of costs which the Insured was charged due to cancellation of tickets.

4. The scope of insurance shall not cover the costs of obtaining an entry visa and a handling fee which is determined by the holiday organizer. In the case of individual and family insurance contract the scope of insurance referred to in (2) and (3) shall refer to all insured persons who resign from or shorten the participation in package holiday and cancel tickets even if prerequisites referred to in (1) points 1-6 refer to only one of the insured persons.
5. Chapter II of the GTCI shall not apply to insurance against resignation from or shortening of participation in package holiday.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 4

1. PZU SA shall not be liable for costs of resignation from or shortening of participation in package holiday, which arose due to reasons indicated in § 3 if they result from:
 - 1) chronic diseases, with the reservation that PZU SA shall be liable for aggravation or complications of a chronic disease;
 - 2) pregnancy and all its consequences and complications, abortion of pregnancy, labor, miscarriage;
 - 3) committing a crime or attempting to commit a crime or suicide by the Insured or the trip companion;
 - 4) deliberate acting of the Insured or the trip companion;
 - 5) mental disorders, conduct disorders, including neuroses of the Insured or the trip companion;
 - 6) an accident which occurred when the Insured or the trip companion was driving a motor vehicle or any other vehicle without relevant licenses or 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 this accident;
 - 7) 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;
 - 8) lack or impossibility of vaccination, as well as impossibility, due to medical reasons, of undergoing preventative procedures necessary before traveling to certain countries;
 - 9) acts of terrorism, warfare, martial law or a state of emergency which occur or may occur in the territory of countries in areas of the world facing such activities;
 - 10) riots, disturbances, civil unrest, assassination, sabotage;
 - 11) participation in bets or fights, except when acting in self-defense;
 - 12) radioactive radiation, epidemics, environmental pollution.
2. 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.

SUM INSURED

§ 5

1. The sum insured shall be the price of the package holiday arising from the contract concluded with the holiday organizer and the price of the ticket.
2. The sum insured stipulated in (1) above shall refer only to all persons listed in the document of insurance against resignation from or shortening of participation in package holiday.

PROCEDURE IN CASE OF AN INSURED EVENT

§ 6

1. In the case of resignation from participation in package holiday, the Policyholder or the Insured shall be obliged to:
 - 1) inform the holiday organizer and the carrier of the insured event resulting in the resignation from participation and cancellation of tickets immediately after becoming aware of the event, however no later than within 3 business days from the date of this event;
 - 2) no later than within 7 days from informing the holiday organizer and the carrier provide PZU SA with:
 - a) a contract for participation in package holiday along with proof of payment for this holiday,
 - b) a statement on the submitted resignation from package holiday, confirmed by the holiday organizer,
 - c) calculation of costs of resignation issued by the holiday organizer,
 - d) a document issued by the carrier, confirming the cancellation of the ticket as well as the costs incurred by the Insured due to this cancellation,
 - e) medical documentation if the reason for resignation is an accident or a sudden illness of the Insured, the trip companion or a person close to the Insured or the trip companion,
 - f) a certified copy of the death certificate (for inspection) if the reason for resignation is death of the close person or death of the Insured or the trip companion,
 - g) notification from the police, confirming the occurrence of the damage to property or notification of losing items necessary during the trip when the reason for resignation is a loss being the result of break-in to the house of the Insured or the trip companion or loss of documents necessary during the trip,
 - h) notification from local authorities confirming the occurrence of random events when the reason for resignation is a loss which occurred at the place of residence of the Insured or the trip companion in the case referred to in § 3 (1) point 4.
2. In the case of shortening of participation in package holiday, the Policyholder or the Insured shall be obliged to:
 - 1) no later than within 7 days from the day of returning home provide PZU SA with documentation confirming the necessity for shortening participation in package holiday referred to in (1) letters d-g, a contract for participation in package holiday along with a proof of payment for this holiday, documentation confirming early return;
 - 2) submit receipts and proofs of payment for return transport when the cost of transport was included in the price of package holiday.
3. If the obligation to notify PZU SA of the occurrence of an insured event within the time limit set out in (1) point 1 and (2) point 1 is breached as a result of willful misconduct or gross negligence, PZU SA may reduce the benefit if the breach contributed to increasing the loss or prevented PZU SA from determining the circumstances and consequences of the insured event. 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 and (2) point 1.

DETERMINATION AND PAYMENT OF BENEFIT

§ 7

1. The cost of resignation from participation in package holiday shall be considered exclusively fees provided for in the contract concluded with the holiday organizer and incurred due to such resignation. Additional costs, which are not included in the aforementioned contract, shall be excluded from the liability of PZU SA.
2. The costs of cancellation of tickets shall be considered costs which the Insured is charged by the carrier in the case of cancellation of tickets due to resignation of the Insured in package holiday due to reasons referred to in § 3.

§ 8

1. The costs of shortening participation in package holiday shall be considered costs of unused benefits arising from the contract concluded with the holiday organizer as well as additional costs of transport.
2. The amount of compensation for unused benefits shall be determined as a percentage of the price paid for package holiday, equal to the ratio between the number of days following the day of resignation from participation in package holiday and the total number of days of package holiday provided for in the contract concluded with the holiday organizer, with the reservation that the amount of compensation may not be higher than the sum insured.
3. The costs of return transport of the Insured from package holiday shall be covered or reimbursed only when the cost of return transport by a given means of transportation was included in the contract with the holiday organizer.
4. The costs referred to in (3) shall be reimbursed up to the amount of actual additional costs, however no more than the amount constituting the equivalent of the price of return ticket by a means of transportation which was included in the price of package holiday.

