

# SPECIAL CONDITIONS OF INSURANCE for Mastercard World Elite Credit Card Holders BNP Paribas Bank Polska SA

	TYPE OF INFORMATION	PROVISIONS OF SPECIAL CONDITIONS OF INSURANCE for Mastercard World Elite BNP Paribas Bank Polska SA credit card holders
1.	Grounds for payment of compensation and other benefits	art. 2; art. 3 sec. 1 and 2, 4; art. 4 sec. 1, art. 6 sec. 2; art. 7 sec. 5; art. 9 sec. 7; art. 14 sec. 3, 4 and 5; art. 17 sec. 2 and 3; art. 21 sec. 2, 3 and 5; art. 24 sec. 2 and 3; art. 26 sec. 1; art. 27 sec. 1 and 2, art. 29 sec. 3; art. 30 sec. 4; art. 31 sec. 1 and 2; art. 34 sec. 1 and 2; art. 35; art. 37 sec. 1, 2 and 5; art. 40 sec. 1-3 and 5; art. 42; art. 43 sec. 1 and 2; art. 45; art. 46; art. 47 sec. 2; art. 49; art. 51 sec. 1; art. 52; art. 54; art. 56; art. 57.
2.	Limitations and exclusions of the liability of the insurance company entitling it to refuse to pay compensation and other benefits or to reduce them	art. 4 sec. 2; art. 6 sec. 2; art. 7 sec. 1 and 3; art. 8; art. 10; art. 15; art. 18 sec. 1, 2, 6–11; art. 19; art. 23; art. 25; art. 28; art. 29 sec. 1; art. 32; art. 34 sec. 4; art. 36; art. 38; art. 39; art. 41; art. 44; art. 47 sec. 5; art. 48; art. 50; art. 53; art. 55; Table of benefits and limits; Table of permanent health impairment.

TABLE OF BENEFITS AND LIMITS	Sum insured
In the absence of other information, the amounts of all benefits are calculated per insured and	l per Trip
Part A - Treatment costs and medical assistance, including:	7,500,000 euros
Costs of medical care, transport from / to / between facilities and repatriation	7,500,000 euros
Prolonged stay of the covered person / accompanying person	150 euros a day for a maximum of
Totaliged stay of the covered person's decompanying person	10 days
	and transportation
Funeral and body repatriation costs	4,500 euros
Travel of a Close relative in case of hospital admission	150 euros a day for a maximum of
	10 days and economy class flight
Co-worker transport	Economy class flight
Part B - Personal Accident Coverage, including:	500,000 euros
In the event of death (Insured under 5 years of age)	10,000 euros
n the event of death (Insured between 5 and 15 years of age)	20,000 euros
n the event of death (Insured between 15 and 70 years of age)	500,000 euros
n the event of permanent impairment (the Insured under the age of 70)	500,000 euros
Consequences of accidents for all Insured and Co-insured travelers Total	5,000,000 euros
rotal Part C - Liability	1,500,000 euros
Part D - Sport Equipment, including:	2,000 euros
Limit for one Insured Event	500 euros
	150 euros not more than 30 euros
Limit for the provision of replacement rental for Sport Equipment	per day
Part E - Costs of cancellation or early return from the Trip, including:	18,750 euros
For all Insured and Co-insured people traveling together	18,750 euros
Re-booking fee for all Insured and Co-insured persons traveling together	500 euros
Part F - Hospital Admission Insurance	2,250 euros
Limit for the benefit for each day, not more than 30 days	75 euros
Part G - Costs of being late for the departure of the means of transport	750 euros
For all Insured and Co-insured people traveling together	750 euros
Part H - Costs of delayed departure of a means of transport	750 euros
Per one Insured	350 euros
For all Insured and Co-insured people traveling together	750 euros
Part I - Baggage Delay Insurance	
For delays over 4 hours - for all Insured and Co-insured persons traveling together	500 euros
For delays over 48 hours - for all Insured and Co-insured persons traveling together	3,750 euros
Part J - Overbooking	750 euros
Per one Insured	350 euros
For all Insured and Co-insured people traveling together	750 euros
Part K - Legal Aid	9,000 euros
Part L - Loss of Purchases	30,000 euros
Per calendar year	30,000 euros
Per one incident	5,000 euros
Part M - Deductible for damage to the rented vehicle	50,000 euros
Part N - Keys and Personal Documents	300 euros
Per calendar year	300 euros
Part O - Travel Assistance, including:	40,000 euros
Travel counseling	No limit
A loan against a security deposit	40,000 euros
Assistance in the event of baggage loss	No limit
Cash advance	8,000 euros
Assistance in case of loss or theft of documents	No limit
Assistance in the delivery of personal items	No limit
Assistance in finding local service providers	No limit
Help with medicine delivery	No limit
Forwarding the message	No limit

#### **COMMON PROVISIONS**

#### **Article 1. General provisions**

- These Special Conditions of Insurance, hereinafter referred to as SCI, apply to the group insurance contract concluded between Inter Partner Assistance SA with its registered office in Brussels operating in Poland through its branch Inter Partner Assistance Branch in Poland, ul. Prosta 68, 00-838 Warsaw, part of the AXA group, hereinafter referred to as the Insurer, and BNP Paribas Bank Polska SA with its registered office in Warsaw 01-211 at ul. Kasprzaka 2, hereinafter referred to as the Policyholder.
- The insurance contract is concluded on someone else's behalf. The provisions of this SCI apply accordingly to the person for whom the insurance contract has been concluded.
- 3. The SCI applies to Card Users who joined the insurance contract from 01/06/2021.

#### **Article 2. Definitions of terms**

The terms used in this SCI and other documents related to the insurance contract shall have the meaning set out below:

- Practicing amateur sports the Insured's activity involving practicing Ordinary Sports aimed at rest and entertainment, provided that they are carried out in designated places, i.e. on marked routes, marked trails and waters.
- Car a passenger vehicle licensed for use on public roads (passenger car, off-road vehicle and a van with a permissible number of transported people not exceeding nine), which has been rented outside the Insured's country of permanent residence according to the daily or weekly rate from an entity operating in the field of car rental.
- Assistance Center an organizational unit dealing with the organization and provision of the assistance services specified in these SSC to the Insured and the settlement of claims.
- Same-day surgery a surgical procedure performed by a qualified team of doctors and nurses in a medical facility with appropriate authorizations, provided that the procedure is performed as part of a one-day treatment, without Hospital Admission.
- 5. Chronic disease any disorders or deviations from the norm of the Insured's health, which are characterized by a long course and which were diagnosed, treated or showed symptoms in the period of 24 months preceding the date of joining the insurance contract, and any cardiovascular disease or cardiovascular disease classified in International Statistical Classification of Diseases and Related Health Problems (ICD 10) as part of the following groups: 100 199 and E78 occurring at any time prior to the commencement of any SCI cover and / or any Trip.
- Personal documents belonging to the Insured: passport, identity card, driving license and vehicle registration cards.
- Hospital admission hospital treatment involving the need to stay in the hospital for a period of at least one night.
- 8. **Card** Mastercard World Elite BNP Paribas Bank Polska SA.
- 9. **Client** a natural person Insured or entitled under the insurance contract.
- Natural disaster destructive action of the forces of nature: fire, explosion, lightning strike, gale, hail, hurricane, flood, flooding, avalanche, landslide, volcanic activity, earthquake.
- 11. Burglary taking away, or attempting to take away the Insured's property by a third party by breaking and enerting, i.e. getting into closed rooms by unauthorized breach of security or by overcoming another security obstacle with the use of force.
- 12. Country of permanent residence the country in which the Insured has lived for at least one year immediately preceding the joining the insurance contract and in which their professional and personal life is focused. Country of residence is not the country in which the person is staying with the intention to study or to which they was posted to work.
- Place of residence a living unit or a single-family residential building located in the territory of the Country of permanent residence in which the Insured resides permanently.
- 14. Sudden illness a sudden disorder of the Insured's health, occuring during the Insurance Period, which by its nature constitutes a direct threat to the life or health of the Insured, regardless of their will and requires the necessary, immediate treatment. It is not considered a Sudden Illness, if it is a health disorder which treatment was commenced before the beginning of the Insurance Period, or a health disorder which symptoms occurred before the beginning of the Insurance Period, even if it was not examined by a doctor or treated.
- 15. Accident an unexpected and sudden event caused by an external cause, as a result of which the Insured, regardless of their will, suffered a health disorder, physical injuries or died.
- Insurance period the period counted from the date of the Insured's joining the insurance contract until the resignation from cover, expiry of the insurance contract

- or termination of the contract for the use of the Mastercard World Elite BNP Paribas Bank Polska SA Credit Card.
- 17. **Close relative** a person staying with the Insured on the date of the Insured Event in a joint household, who is not also the Co-Insured, but who is for the Insured:
  - a spouse or life partner;
  - 2) a child, stepchild, adopted child or adopted for upbringing;
  - 3) parent, adopter, father-in-law, mother-in-law, stepfather, stepmother;
  - 4) grandfather, grandmother, grandson, siblings, son-in-law, daughter-in-law.
- 18. Trip a temporary change of the place of stay, including transport, stay outside the territory of the Country of permanent residence and return to the Insured's place of residence, lasting in total no longer than 60 consecutive days. Trips carried out only within the territory of the Country of permanent residence are protected if the Insured books accommodation for at least 3 days (2 nights) in a hotel, motel, campsite, guest house, holiday cottage or other similar facility rented for a fee.
- Manual work performance or undertaking by the Insured of activities for profit, regardless of the legal basis of employment, which are mainly based on muscle strength as well as manual and practical skills. Within the meaning of these SCI, manual work is also non-profit activity, apprenticeship, voluntary work.
- Robbery the use of violence or a threat of direct violence by a third party (attacker) in relation to the Insured in order to appropriate the Insured's property.
- Complaint the Customer's request to the Insurer, in which the Customer raises reservations about the services provided by the Insurer.
- Sport equipment equipment normally used for sport purposes, used to practice sport disciplines covered by insurance under these SCI.
- 23. Hospital an enterprise of a medical entity, in which the entity performs medical activities in the form of comprehensive 24/7 health services consisting in diagnosis, treatment, care and rehabilitation. The definition of a hospital does not include centers for the mentally ill, social care centers, oncological hospices, alcohol and drug addiction treatment centers, sanatoriums, rehabilitation and recreational centers.
- 24. Permanent health impairment permanent physical damage to the body or loss of health resulting from an Accident, which causes impairment of the body functions that shows no signs of improvement.
- Policyholder BNP Paribas Bank Polska SA, which concluded a group insurance contract with the Insurer.
- Insured (Card Holder) a natural person who has concluded a Card contract with BNP Paribas Bank Polska SA and who has a valid Card.
- 27. Deductible per claim the amount specified in the car rental agreement, to be covered by the Insured in the event of damage to the car during its use during the rental agreement.
- 28. Beneficiary a person entitled to receive the benefit in the event of the Insured's death, indicated by them by name. If the Beneficiary is not appointed, the benefit is due to the statutory heirs of the Insured in the order and amount consistent with the rules of statutory inheritance.
- 29. Service Provider an entity with appropriate competences and authorizations enabling the provision of specialized advisory services to the Insured in connection with the occurrence of an Insured Event - attorney-at-law, lawyer, expert, appraiser, translator.
- 30. **Co-insured** a natural person covered by insurance:
  - 1) the spouse or life partner of the Cardholder;
  - 2) children of the Cardholder under 25 years of age that are dependent on them;
  - 3) grandchildren of the Cardholder under 18 years of age.

Co-insured persons are entitled to benefits in the event of a Trip undertaken independently of each other and independently of the Insured, with the exception of:

a) Part C: Liability:

- b) Part E: Costs of cancellation or early return from the Trip;
- c) Part G: Costs of being late for the departure of the means of transport;
- d) Part H: Costs of delayed departure of the means of transport;
- e) Part I: Baggage Delay Insurance;
- f) Parts J: Overbooking.

For the above risks, a joint Trip of all - the Insured and the Co-insured - as one Trip, to the same destination as the Cardholder, is required.

All rules for the provision of insurance cover and the implementation of benefits indicated in these SCI in relation to the Insured shall apply to the Co-insured.

- 31. Falling ill with COVID-19 a sudden health disorder (symptoms) of the Insured, which occurred as a result of infection with the SARS-CoV-2 virus, which poses a direct threat to the life or health of the Insured and requires the necessary, immediate treatment
- Fortuitous Event breaking into the Place of Residence, fire or flooding of the Place
  of Residence, destruction of the Place of Residence as a result of a natural disaster.
- 33. Insurance event an event included in the scope of the insurance contract, which occurred during the period of insurance coverage, on the basis of which the Insurer is obliged to provide the Insured or a third party with an insurance benefit in accordance with the provisions of these SCI. Events due to a single cause and covering all circumstances and their effects, linked by a cause-and-effect relationship, time of occurrence or other direct factor will be considered as one Insured Event.

#### Article 3. Subject and scope of the Travel Insurance

- The insurance provides the Insured with insurance cover during the insurance period during their Trips.
- 2. The insurance cover is provided in relation to Trips carried out all over the world.
- 3. In the scope of insurance, the insurance cover includes:
  - 1) Part A: Medical expenses and medical assistance;
  - 2) Part B: Personal Accident Coverage;
  - 3) Part C: Liability;
  - 4) Part D: Sport equipment;
  - 5) Part E: Costs of cancellation or early return from the Trip;
  - 6) Part F: Hospital admission;
  - 7) Part G: Costs of being late for the departure of the means of transport;
  - 8) Part H: Costs of delayed departure of the means of transport;
  - 9) Part I: Baggage Delay Insurance;
  - 10) Part J: Overbooking;
  - 11) Part K: Legal assistance;
  - 12) Part L: Loss of purchases;
  - 13) Part M: Deductible for damage to the rented vehicle;
  - 14) Part N: Keys and personal documents;
  - 15) Part O: Travel Assistance.
- Insurance coverage under these SCI covers events resulting from practicing sports.
   The scope of protection is provided in accordance with the table below and covers the following types of amateur sports:

Discipline	Protection under Part A: Treatment costs and medical assistance	Protection under Part B: Personal Accident Insurance and Part C: Liability
Mountain running	YES	NO
Badminton	YES	YES
Baseball	YES	YES
Running	YES	YES
Orienteering	YES	YES
Billiards	YES	YES
Fitness (training on machines in the gym and weightlifting is excluded from coverage)	YES	YES
Gymnastics	YES	NO
Golf	YES	YES
Hockey	YES	YES
Go-kart driving	YES	NO
Horse Riding	YES	NO
Short skiing (snowblading)	YES	NO
Rollerskating	YES	YES
Skiing on the glacier	YES	NO
Water skiing	YES	YES
Riding a snowmobile	YES	NO
Riding an elephant	YES	YES
Snowboarding (on designated route)	YES	YES
Camel-riding	YES	YES
Cross-country pony riding	YES	YES
Riding a water scooter	YES	NO
Canoeing (up to grade / class 2)	YES	YES
Canoeing (up to grade / class 3 and 4)	YES	NO
Kitesurfing	YES	YES
Mountain biking on an asphalt surface	YES	NO
Road cycling	YES	YES
Basketball	YES	YES

Bowling	YES	YES
Cricket	YES	YES
Hot-air ballooning	YES	NO
Archery	YES	NO
Ice-skating	YES	YES
Monoskiing	YES	YES
Skiing (on designated route)	YES	YES
Cross-country skiing	YES	NO
Netball	YES	YES
Diving up to 18 meters	YES	YES
Licensed diving over 18 meters	YES	YES
Paintball	YES	NO
Palant (stickball)	YES	YES
Football (soccer)	YES	YES
Handball	YES	YES
Water polo	YES	YES
Swimming (in pools or swimming in designated, lifeguarded bathing areas)	YES	YES
Yachting (up to 20 nautical miles from the coast)	YES	YES
Yachting (more than 20 nautical miles from the coast)	YES	NO
Cross-country horse riding	YES	NO
Dog sledding (only if accompanied by an instructor)	YES	YES
Racquetball	YES	YES
Luge	YES	NO
Volleyball	YES	YES
Ski touring	YES	NO
Jumping from the springboard	YES	YES
Snooker	YES	YES
Squash	YES	YES
Surfing	YES	YES
Fencing	YES	NO
Tennis	YES	YES
Table Tennis	YES	YES
Trekking (up to 4,000 meters above sea level without the use of climbing equipment)	YES	YES
Fishing	YES	YES
Snowshoeing	YES	YES
Windsurfing	YES	YES
Rappelling	YES	NO
Zorbing	YES	YES
Sailing (up to 20 nautical miles from		
the coast)	YES	YES
Sailing (more than 20 nautical miles from the coast)	YES	NO

# Section 4. Joining the insurance contract

- The Insured joins the insurance contract by submitting the declaration through the Policyholder in the course of concluding the Card Contract.
- The Insured joins the insurance contract for a specified period, corresponding to the duration of the Card Contract.
- The Policyholder is obliged to provide the Insured with the SCI and familiarize the Insured with the content of the insurance contract to the extent that it relates to their rights and obligations.
- 4. The joining the insurance contract is effective from the day following the day of submitting the declaration of joining in accordance with sec. 1 of this article, provided that the Card is activated by the natural person who concluded the Card Contract
- The content of the Insured's legal relationship with the Insurer under the group insurance contract results from the contents of these SCI.

# Section 5. Insurance premium

- The insurer determines the amount of the insurance premium on the basis of the tariff in force on the date of conclusion of the insurance contract.
- 2. The obligation to pay the insurance premium lies with the Policyholder.
- 3. The insurance premium is paid in accordance with the insurance contract.

#### **Section 6. Period of insurance**

- 1. Insurance coverage and the right to benefits under the insurance contract:
  - for Part A: Treatment costs and medical assistance, Part C: Liability; Part F: Insurance in the event of Hospital admission - starts from the moment the Insured crosses the border of the country of permanent residence upon departure, and ends when the Insured crosses

- the border of the country of permanent residence upon return, however, at the latest after the 60th day of the Trip;
- 2) for Part B: Personal Accident Coverage, Part D: Sport Equipment, Part G: Costs of being late for the departure of the means of transport, Part H: Costs of delayed departure of the means of transport, Part I: Baggage Delay Insurance, Part J: Overbooking, Part K: Legal Aid and Part M: Deductible for damage to the rented vehicle commences when the Insured leaves the Place of Residence with the direct intention of commencing the Trip, and ends when the Insured returns to the Place of Residence after the end of the Trip, but not later than after the 60th day of the Trip;
- 3) for Part E: Costs of Trip cancellation and Part O: Travel Assistance begins on the day of payment for the Trip and ends when the Trip begins with the departure by the first means of transport or with the departure time indicated on the ticket for the means of transport;
- 4) for Part E: The costs of early return from the Trip, begins with the commencement of the Trip by departure by the first means of transport, and ends on the day before the end of the given Trip, but no later than after the 60th day of the Trip;
- for Part L: Loss of purchases begins when the item is purchased with the Card and ends after 30 days from the date of purchase;
- 6) for Part N: Keys and Personal Documents begins on the day the Card Contract is concluded and ends when the Card Contract is terminated.
- The insurance contract is concluded for the insurance period under which insurance coverage is provided in accordance with the provisions of section 1 of this article. However, the insurance coverage is automatically extended by the time necessary for the Insured to return to the Place of Residence, if the Insured cannot return from the Trip within the originally planned date, for the following reasons covered by these SSC:
  - Natural disaster and rescue operations carried out in connection with its occurrence;
  - 2) failure of the means of transport with which the Insured planned to return;
  - cancellation or delay of the start of the return transport due to bad weather conditions, preventing safe transport;
  - 4) terrorist act, an accident in transport preventing the planned return transport. If the Trip is prolonged for the above reasons, the Insured is obliged to immediately contact the Assistance Center in order to inform the Insurer about this fact. Documentation of the occurrence of the above-mentioned events is a necessary condition for obtaining the benefits to which the Insured acquired the right during the extended Insurance Term.

#### Art. 7. Sum insured

- The sum insured is the upper limit of the Insurer's liability for damages arising during the Insurance Period.
- In the case of the sum insured in a currency other than Polish zloty for the purposes of payment and performance of benefits, the sum insured is converted into Polish zlotys at the exchange rate of the National Bank of Poland on the date of conclusion of the insurance contract.
- The sum insured for individual risks and benefits is indicated in the Table of benefits and limits.
- The sum insured is determined for one and all Insured Events. Each benefit provided in connection with a given Insured Event is deducted from the sum insured.
- 5. In the case of insurance for the costs of cancellation or early return from the Trip, the sum insured shall be the costs incurred by the Insured for booking a tourist event, airline tickets or accommodation, but not more than the sum indicated in the Table of Limits and Benefits.
- The sum insured applies to each Insured separately (unless stated otherwise in the Table of Benefits and Limits) and is given per Trip.

#### Art. 8. Expiration of the Insurer's liability

- 1. The Insurer's liability shall expire:
  - upon exhaustion of the Sum insured or the limits for individual benefits or insurances covered by the insurance contract - in relation to the respective risks;
  - on the day of termination of the insurance contract before the end of the Insurance Period, irrespective of the legal basis or the reason for termination;
  - 3) on the expiry of the insurance period;
  - 4) on the day of the Insured's death for that Insured;
  - 5) no later than the end of the 60th Day of Trip;

6) on the date of receipt by the Insurer of the Insured's declaration of resignation from the insurance submitted in the course of termination of the Card contract whichever comes first.

#### Art. 9. Determining the legitimacy of claims and the amount of benefits

- In the event of an Insured Event, the Insured is obliged to immediately contact the Assistance Center by calling the 24/7 helpline at +48 500 970 340, in order to notify the Insurer about the occurrence of the Insured Event by providing truthful explanations regarding the occurrence and consequences of such an event and any other insurance contracts covering the same risks.
- The burden of proving the occurrence of the Insured Event and the validity of the claims rests with the person applying for the benefit.
- Determining the legitimacy of claims and the amount of due benefits is based on full documentation specified in these SCI, which is submitted by the Insured. The Insurer reserves the right to verify the submitted documents.
- 4. At the request of the Insurer, in justified cases, if the documents indicated in these SCI prove insufficient to determine the scope of the Insurer's liability, the Insured is obliged to present other documents necessary to determine the legitimacy of claims and the amount of benefits.
- 5. At the Insurer's request, in justified cases related to the determination of the Insurer's liability, the Insured or the Beneficiary is obliged to provide the Insurer with information on the Insured's health condition and consent to an examination of the Insured's health condition or causes of death.
- The Insurer pays the benefit up to the amount of the sum insured or the limits appropriate for individual benefits, in accordance with the scope of insurance and the Table of Benefits and Limits.
- 7. In situations where the Insured or the Beneficiary, evades the obligation to provide documentation, reffered to in Sec. 5 of this Article, or to consent to the examination of the health condition / cause of death of the Insured, the Insurer may reduce the benefit accordingly to the extent that failure to meet this obligation contributed to preventing the determination of circumstances affecting the scope of the Insurer's liability.
- The Insurer is obliged to pay the due benefit within 30 days from the date of receipt of the notification on the Insured Event.
- 9. If it proves impossible to clarify the circumstances necessary to determine the liability of the Insurer or the amount of the benefit within the period indicated in the Sec. 8 of this Article, the benefit will be paid within 14 days from the date on which, with due diligence, clarification of these circumstances was possible, provided that the part of the benefit undisputed in the light of the submitted documents will be paid by the Insurer within the period indicated in the Sec. 8 of this Article.
- 10. If the Insurer fails to pay the benefits within the period specified in the above sections, it is obliged to notify the Insured or a person acting on their behalf in writing about the reasons for the refusal to satisfy claims.
- 11. The benefit is always paid on the territory of Poland in Polish zlotys at the average exchange rate of the National Bank of Poland applicable on the date of the damage, except for direct payments to foreign health care units, foreign victims or other foreign entities, unless the SCI contain different provisions.

#### Art. 10. General Disclaimers

- 1. The Insurer shall not be liable in situations where the Insured:
- 1) does not follow the instructions of the Assistance Center and does not cooperate with it
  - or does not present the documents which it is obliged to submit under the SCI;
  - 2) acts against the recommendations of the attending physician;
  - did not release the attending physician or other institution from the obligation to keep the confidentiality where it is necessary to determine the liability of the Insurer and the Assistance Center will inform the applicant about this requirement.
  - The Insurer is not liable for events resulting from:
    - intentional act of the Insured or a person with whom the Insured lives in a common household;
    - gross negligence of the Insured, unless the performance of the benefit corresponds in the given circumstances to the rules of equity;
    - Accidents or health disorders, diseases, illnesses, the symptoms of which
      occurred before the beginning of the Insurance Period, also in the event that,
      despite their occurrence, medical advice was not sought.
- 3. The insurance does not cover cases where the event is related to:

- 1) chronic disease;
- participation in fights, committing or attempting to commit a crime by the Insured;
- participation of the Insured in a war conflict, peacekeeping missions, combat or military operations;
- participation in rebellions, demonstrations, uprisings or disturbances, public acts of violence, strikes or as a result of interference or decisions of public administration authorities:
- 5) violation of any provisions of law, ordinances or measures aimed at ensuring safety, applied by a given country or when the Insured broke the safety regulations or did not use appropriate protective measures at the time of the event, such as: a helmet while riding or cycling, skiing and snowboarding, helmet and life jacket for water sports or did not have the appropriate valid qualifications to perform the activity, e.g. driver's license, recreational diving license:
- failure to perform protective vaccinations required before Trip to a given country;
- 7) sexually transmitted diseases, AIDS, HIV;
- 8) mental illness:
- consequences of the Insured being under influence of alcohol, drugs or other intoxicants, as well as psychotropic substances or drugs with a similar effect;
- engaging in sports activities that are not covered by the basic insurance (the table of covered sports can be found in Article 3 Sec. 4 of these SCI);
- 11) practicing sports activities in places not intended for this;
- 12) taking part in hunting animals;
- 13) taking part in competitions or rallies as a driver, pilot or passenger of any motor vehicles, including road tests and test drives;
- behavior, in relation to which the Insured did not comply with the provisions of law in force in a given state;
- 15) performing Manual Work;
- 16) performing stunt tasks;
- 17) performing the function of: soldier, policeman, member of other uniformed service or other security unit or service;
- 18) air accidents, except for cases where the Insured was a passenger of licensed airlines.
- 4. Moreover, the insurance does not cover cases where the event:
  - took place in the territory of the Country of permanent residence, unless otherwise provided for in these SCI for a given type of insurance;
  - 2) was caused by, or in connection with, nuclear energy or nuclear hazards;
  - 3) was known at the time of joining the insurance contract;
  - occurred as a result of suicide, attempted suicide or as a result of deliberate self-mutilation of the Insured, regardless of the state of sanity;
  - took place during the Trip started by the Insured after the highest degree warning against the Trip to a given country was published by the Ministry of Foreign Affairs of the Republic of Poland;
  - 6) was caused by an epidemic (excluding COVID-19 in relation to the Insurance of Medical Costs and Medical Assistance as well as the Insurance of Cancellation or Early Return from the Trip), chemical or biological contamination;
  - 7) occurred while using pyrotechnics or firearms.
- . The Insurer does not reimburse costs:
  - incurred by the Insured or other persons related to establishing contact with the Insurer or the Assistance Center;
  - phone calls, Internet connections and fax calls, including roaming charges when calling back abroad.

#### Art. 11. Recourse Claims

- As of the date of payment of the benefit (compensation), the claims against the third
  party responsible for the damage, up to the amount of the benefit (compensation)
  paid by the Insurer, are transferred to the Insurer. In the event that the Insurer
  covered only part of the damage, the Insured shall have priority to settle the claims
  over the claims of the Insurer for the remaining part, with the exception of the third
  party liability insurance as defined in these SCI.
- The Insured's claims, referred to in Sec. 1 of this Article, against persons with whom the Insured lives in a common household or for whom the Insured is responsible, are not transferred to the Insurer unless the perpetrator caused the damage intentionally.
- The Insured is obliged to assist the Insurer in pursuing claims for damages against persons responsible for the damage, by providing the necessary information and documents, and to enable the activities necessary to pursue recourse claims.

#### Art. 12. Final Provisions

- All declarations, notifications and applications related to the content of the insurance contract and submitted to the Insurer, except for those which are submitted to the Assistance Center on the basis of these SCI, should be submitted in writing under pain of nullity.
- Documentation related to the determination of the Insurer's liability addressed to the Assistance Center may be delivered via e-mail to the Insurer's e-mail address. At the request of the Assistance Center, in justified cases, the Insured is obliged to deliver the documents previously provided by e-mail by sending them by registered mail against receipt.
- The Polish language shall be used in all contacts and correspondence with the Insurer. Foreign languages are allowed for medical documentation, however, the Insurer may require the submission of documentation that has been sworn translated from a foreign language into Polish.
- In cases where these SCI refer to generally applicable provisions of law, this means
  the provisions of law that are valid and applicable in the territory of Poland or in the
  country where the Insured Event occurred.
- 5. Polish law is applicable to the insurance contract to which these SCI apply.
- Assistance to the Insured in connection with the Insured Event is provided in accordance with the regulations of the country, in which it is provided or under international regulations.

#### Art. 13. Complaints and court disputes

- 1. Complaints are submitted to the Insurer by:
  - 1) calling at +48 500 970 340;
- 2) sending an e-mail to the following address: quality@axa-assistance.pl;
- mail to the following address: Axa Assistance Branch in Poland, Quality Department, ul. Prosta 68, 00-838 Warsaw.
- . Sent Complaints should contain the following data:
  - 1) name and surname of the Insured;
  - full correspondence address or e-mail address to which the reply should be addressed;
  - 3) number of the card covered by the insurance;
  - description of the reported problem and the subject and circumstances of the Complaint;
  - 5) expected actions;
  - 6) if the Customer expects an answer to be sent electronically the Customer's request in this regard.
  - 3. If, in the process of considering the Complaint, it is necessary to obtain additional information related to the application, the Insurer will inform the Customer about it in order to provide the Customer with all data and information, the provision of which is requested by the Insurer to the extent necessary to consider the Complaint.
- The insurer will provide a reply without undue delay, but not later than within 30 days from the date of receipt of the Complaint. To meet the deadline, it is enough to send a reply before its expiry.
- i. In particularly complicated cases, making it impossible to consider the Complaint and provide a reply within the time limit referred to in Section 4. Insurer:
  - explains the reason for the delay;
  - indicates the circumstances that must be established for the consideration of the case;
  - specifies the expected time for considering the complaint and responding, which may not exceed 60 days from the date of receipt of the complaint.
- . The Insurer's answer will be sent to the postal address, unless the Customer has requested that the answer be sent to them by e-mail, then the reply will be sent by e-mail to the e-mail address.
- 7. The customer may take legal action. An action for a claim under the insurance contract may be brought in accordance with the provisions of general jurisdiction or before the court of competent jurisdiction for the place of residence or registered office of the Policyholder, the Insured or the Beneficiary under the insurance contract.
- The customer who is a consumer also has the option to ask for help from the locally competent District (Municipal) Consumer Ombudsman.
  - 9. The customer has the right to submit an application to the Financial Ombudsman to conduct an out-of-court resolution of a consumer dispute related to the insurance contract. More information on this subject is available on the website of the Financial Ombudsman at https://rf.gov.pl/.

#### **SPECIAL PROVISIONS**

#### Part A) Medical expenses and medical assistance

#### Art. 14. Subject and scope of insurance

- The subject of the insurance are medically necessary and documented costs of treatment and assistance of the Insured who had to undergo treatment during the Trin
- For the insurance of treatment costs and medical assistance the following should be considered an Insured Event: Sudden Illness, Falling ill with COVID-19 or an accident of the Insured which occurred during the Trip and which requires the necessary and immediate treatment abroad.
- 3. The Insurer covers the necessary, unavoidable and purpose specific costs of treatment or surgery related to the Insured Event, arising outside the territory of the Country of permanent residence, including carrying out directly related diagnostic procedures, which are recommended by a doctor and are aimed at stabilizing the Insured's health to such an extent that they are able to continue their Trip or return to their country of residence and possibly continue treatment thereafter.
- Unless otherwise indicated, the following are considered as the costs mentioned in Sec. 3 of this Article:
  - 1) tests necessary to make a diagnosis and start treatment;
  - provision of necessary medical assistance, including consultations and medical fees;
  - Hospital stay in a dormitory room with standard equipment and with standard medical care for the time necessary for treatment and the related costs of treatment, including surgery, anesthesia, drugs, materials and hospital meals;
  - 4) medications, dressings, auxiliary and orthopedic aids (excluding prostheses) prescribed by a doctor in connection with an Insured Event only to the extent resulting from injuries caused by a given Insured Event;
  - 5) dental services for acute toothache, treated with extraction or with the use of a basic filling (including X-ray) and treatments directly aimed at reducing pain associated with the oral mucosa;
  - 6) transport of the Insured from the place of the Insured Event to the nearest appropriate medical facility (also calling a doctor to the Insured), if the Insured is unable to use public transport, including the intervention of mountain rescue service or helicopter transport from the place of an Accident or Sudden Illness to the nearest, appropriate medical facility, if it is required by the Insured's health condition in the circumstances of a given Insured Event;
  - 7) transport from a doctor to a medical facility or from a medical facility to another specialist medical facility, if it is required by the Insured's health condition in the circumstances of a given Insured Event;;
  - 8) transport, which is justified for medical reasons, from a medical facility to a place of stay abroad, if in the circumstances of a given Insured Event, public means of transport cannot be used for this purpose.
- 5. The scope of benefits under the insurance of treatment costs and medical assistance, in addition to the benefits indicated in the preceding sections, also includes assistance services:
  - 1) on-call duty of the 24/7 Assistance Center;
  - 2) transport (repatriation) of the Insured to the Country of permanent residence, if it was not possible to use the originally planned means of transport for health reasons. Transport is carried out by means of transport adapted to the health condition of the Insured.

The doctor of the Assistance Center, in consultation with the Insured and the attending physician who provided assistance to the Insured, decides on the required means of transport based on the medical documentation and other necessary documents.

In cases where the Insured's transport is to take place to a country of permanent residence other than Poland, the Insurer covers only the costs up to the amount not higher than if the Assistance Center organized the transport in the territory of Poland.

In situations where the transport of the Insured is organized without the participation of the Assistance Center, the Insurer shall refund the costs incurred, but up to the amount equivalent to the costs that the Assistance Center would have incurred in organizing such transport in Poland;

3) assistance in extending the Insured's Trip, if the originally planned period of their Trip has expired and as a result of treatment in connection with the Insured Event, the Insured was unable to make a return trip on the scheduled date and using planned means of transport, while they do not require hospital stay.

The Insurer covers the costs of accommodation in a facility of a standard not higher than originally booked by the Insured for the period necessary to organize transport (repatriation) in accordance with the provisions of Section 5, Point 2 of this Article, but not longer than for 10 consecutive days;

4) transport of the Insured's body to the burial place in the Country of permanent residence, if the Insured died during the Trip as a result of the Insured Event.

As part of the benefit, the Insurer covers the costs of transporting the body and purchasing the transport coffin.

The Assistance Center, in consultation with the relative, arranges all formalities, selects the method and means of transport and organizes transport.

In cases where the transport of the Insured's body is to take place to a country of permanent residence other than Poland or is organized without the participation of the Assistance Center, the Insurer shall cover the costs up to the amount equivalent to the costs that the Assistance Center would have incurred in organizing such transport in Poland.

The Assistance Center may organize and cover the costs of cremation and transport of the urn with the Insured's ashes to the territory of the Country of permanent residence or the burial of the Insured's body abroad, but up to the amount equivalent to the costs that the Assistance Center would incur when organizing the transport of the body on the territory of Poland;

transport and stay of a Close Relative called to accompany the Insured who is under 15 years of age, if the Insured must be admitted to hospital during the Trip as a result of an Insured Event and they are not accompanied by any adult person.

The Assistance Center, in consultation with the Insured's legal guardian, decides on the organization of the following for one Close Relative: transport to the Insured's place of hospitalization, accommodation and return transport to the territory of the Country of permanent residence. The Insurer covers the costs of transporting one Close Relative by economy class flight.

In situations where the transport of a relative is to take place from / to a country of permanent residence other than Poland, the Insurer covers the costs up to the amount not higher than if the Assistance Center would organize transport from / to the territory of Poland.

In situations where the transport of a Close Relative is organized without the participation of the Assistance Center, the Insurer shall refund the costs incurred up to the amount equal to the costs that the Assistance Center would incur when organizing such transport from / to the territory of Poland;

6) transport of the Insured's associate as a replacement if the Insured, in the opinion of the attending physician, is unable to continue the business trip as a result of an Insured Event.

The Assistance Center, in consultation with the Insured, decides on the organization of transport by economy class flight to the Insured's place of stay for one designated associate of the Insured.

#### Art. 15. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Medical cost insurance and medical assistance do not cover:
  - 1) events not resulting from a Sudden Illness or Accident;
  - events related to undergoing hospital treatment by the Insured or procedures for which the indications existed before the commencement of the Trip, or events related to a trip aimed at obtaining medical advice for the existing disorder of the Insured's health;
  - 3) benefits exceeding the scope of necessary medical assistance, i.e. assistance that will secure the life and health of the Insured, to a sufficient extent to allow them to return to the place of residence or medical facility in the country of permanent residence and, if necessary, continue treatment on their own;
  - 4) events related to alcoholism or diseases related to alcoholism;
  - stay and treatment in social welfare centers, centers for the mentally ill, oncology hospices, drug and alcohol addiction treatment centers, sanatoriums and rehabilitation centers;
  - medical assistance provided only for aesthetic indications, plastic surgery, cosmetic procedures, as well as any assistance necessary as a result of undergoing the above-mentioned treatments;
  - situations in which medical care is indicated and appropriate, but does not have to be provided immediately and may be provided upon return to the territory of the Country of permanent residence;
  - 8) medical assistance related to check-ups or preventive vaccinations;

- 9) events resulting from chronic diseases, exacerbations or complications of chronic diseases, as well as exacerbations or complications after hospitalization prior to joining the insurance contract within 12 months or after surgery performed as a same-day surgery within 30 days before joining the insurance contract;
- 10) the effects of natural disasters;
- 11) tests (including laboratory and ultrasound) to determine pregnancy, termination of pregnancy, any complications of at-risk pregnancy, any complications after 26 weeks of pregnancy and childbirth;
- 12) treatment of infertility or artificial insemination and hormonal treatments related to them;
- 13) the cost of drugs released without the written recommendation of a doctor;
- treatment with methods not recognized by common medical knowledge, treatment with unconventional methods;
- purchase or repair of corrective glasses, prostheses (including dentures), rehabilitation equipment, hearing aids;
- 16) costs of sea rescue operations;
- 17) any costs incurred by the Insured without the consent of the Assistance Center, except for situations where the Insured was objectively unable to contact the Assistance Center due to their health condition;
- 18) Contact of the Insured with the Assistance Center is not required if the Insured chooses a doctor themself and covers the costs of this visit not exceeding €500, in the case of:
  - a) a single dental visit related to acute pain or inflammation of one tooth;
  - b) a single outpatient visit.

#### Art. 16. Obligations of the Insured

- . In case of an Insured Event, the Insured is obliged to:
  - cover the costs of a single outpatient / dental visit and apply for their reimbursement on the terms set out in this article;
  - immediately, before taking any actions on their own (except for cases specified in Article 15 section 17), contact the Assistance Center;
  - determine what assistance they require, in what circumstances, and at what address they are located;
  - 4) provide all available information necessary to determine eligibility for benefits, in particular: personal identification number (PESEL) / date of birth, full name of the Insured;
  - explain in detail the circumstances of the Insured Event, in particular the date and place of its occurrence;
  - provide a contact telephone number at which the Assistance Center may contact them or a person acting on their behalf.
- 2. Moreover, in the event of an Insured Event, the Insured is obliged to:
  - follow the instructions of the Assistance Center and effectively cooperate with it, fulfilling the obligations resulting from the SCI after the occurrence of the Insured Event;
  - 2) authorize the Assistance Center in writing, under pain of nullity, to seek information and opinions from doctors in charge of treatment and other persons or parties on matters related to the Insured Event regarding the procedure for determining the benefit, to the extent required by law.
- 3. If the Insured, for reasons beyond their control, resulting from the Insured Event, could not contact the Assistance Center with a request for assistance before the provision of services and obtain prior approval of the costs of these services, they are obliged to do so immediately after these reasons cease, but no later than within 7 days from the date of their termination.
- 4. If the Insured has incurred expenses in connection with an Insured Event, they are required to submit a request for reimbursement of costs in writing, at the latest within 7 days from the end of the Trip. The Insurer reimburses the costs incurred by the Insured subject to the rules set out in this article.
- A claim for reimbursement of costs incurred as part of a justified insurance benefit should contain at least:
  - 1) Insured and Credit Card details;
  - $2) \qquad \text{description of the circumstances of the Insured Event;} \\$
  - medical report a medical certificate describing the type and nature of injuries or symptoms, including an accurate diagnosis and the treatment prescribed;
  - 4) a police report or a protocol drawn up by another institution in the case of events involving the intervention of the authorities concerned.
  - 5) original or copies of bills and proofs of their payment, documents indicating the reasons and scope of medical assistance provided or relating to other costs covered under the scope of insurance, hospital certificates that will enable

the Insurer to determine the total costs of treatment incurred by the Insured.

#### Part B) Personal Accident Insurance

#### Art. 17. Subject and scope of insurance

- . The subject of the Personal Accident Insurance is the Insured's life and health.
- The Insured Event for the Personal Accident Insurance is an accident of the Insured which occurred during the Trip.
- 3. The insurer ensures the payment of compensation benefits related to the Insured Event in the form of:
  - benefits in the event of the Insured's death, provided that it takes place within
    a period not longer than 12 months from the date of the Accident, in the
    amount of 100% sum insured for the Personal Accident Insurance applicable
    for a given Insured, as indicated in the Table of Benefits and Limits;
  - 2) benefits in the event of a Permanent health impairment, in the amount specified in an appropriate percentage calculated from the sum insured for the accident insurance specified in the Table of Benefits and Limits, based on the Table of Permanent health impairment referred to in Art. 18 Sec. 13.

#### Art. 18. Method of determining benefits

- In order to determine the legitimacy of the benefit under the Personal Accident Insurance, it is necessary to establish a cause-and-effect relationship between the Accident and the Permanent Health Impairment or Death of the Insured. No causal link is recognized between the Accident and the Insured's death after 12 months between the accident and death.
- Only the types of impairments listed in the Table of Permanent Health Impairment referred to in Sec. 13 of this Article are considered Permanent Health Impairments within the meaning of these SCI. When determining the degree of the Permanent Health Impairment, the nature of the work performed by the Insured is not taken into account.
- After the end of the post-accident treatment, convalescence and rehabilitation procedures, the degree of permanent health impairment is determined, however, no later than 12 months after the accident occurred.
- The insurer has the right to verify the decision confirming the occurrence of the Permanent Health Impairment in terms of compliance with generally accepted adjudication procedures.
- 5. The certified degree of Permanent Health Impairment is expressed as a percentage and serves as the basis for calculating the amount of the benefit. The benefit is paid in the amount corresponding to a percentage of the sum insured in which the Insured actually suffered a loss, however not higher than the full sum insured.
- In the event that the Insured suffered more than one Permanent Health Impairment, the total degree of the injuries suffered is equal to the sum of all percentages established for the individual types of injuries suffered, but up to the total value of 100%.
- 7. In cases where the Insured did not undertake any further recommended accident treatment or rehabilitation procedures recommended by a doctor, then the degree of the Permanent Health Impairment is set at the level which, according to the common medical knowledge, would be achieved after the above-mentioned treatment and rehabilitation procedures.
- 8. In cases where the Permanent Health Impairment consists in the loss or damage of an organ or system whose functioning was already impaired before the Accident, then the degree of Permanent damage to health is the difference between the percentage of damage after the Accident and the percentage of damage (impairment) before the Accident.
- 9. In cases where the Insured died before the lapse of 12 months from the date of the Accident and the cause-and-effect relationship between the death and the accident was demonstrated, the Insurer shall pay the benefit in the amount of the full sum insured.
- 10. If the situation described in the preceding section occurred in the case where the Insurer has already paid the benefit for permanent health impairment before the Insured's death, then the death benefit shall be reduced by the amount of the previously paid benefit for Permanent health impairment.
- 11. If the situation described in Sec. 10 of this Article occurred in the case where the degree of permanent health impairment was assessed against the Insured, but the due benefit has not yet been paid, then the Insurer shall pay only a one-time benefit due to the death of the Insured.

- 12. In cases where the Insured died as a result of a situation unrelated to an Accident falling within the scope of the Insurer's liability, and the degree of the Permanent Health Impairment has not been previously determined, then the physician indicated by the Insurer, on the basis of the available medical documentation, determines the degree of impairment incurred in connection with the Accident.
- 13. Table of Permanent Health Impairment.

Loss:	Benefit amount:	
both hands	100% of the benefit for Permanent Health Impairment	
both legs		
full sight in both eyes		
one hand and one leg		
one hand and full sight in both eyes	1	
one hand	50% of the benefit for	
one leg	Permanent Health Impairment	
full sight in one eye	. c.manecutti impuimeite	

#### Art. 19. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Personal Accident Insurance does not cover Insurance Events that arise as a result of:
  - 1) natural disasters;
  - 2) events related to pregnancy or its termination;
  - treatment with methods not recognized by common medical knowledge, treatment with unconventional methods;
  - procedures performed for aesthetic reasons, plastic surgery, cosmetic procedures;
  - poisoning with solid substances or fluids that have entered the body through the skin, respiratory system or digestive system;
  - fractures associated with osteogenesis imperfecta, metabolic disorders or pathological sprains, and as a result of fatigue fractures and dislocations due to congenital defects and disorders;
  - situations where the Accident was directly or indirectly caused by Acquired Immunodeficiency Syndrome (AIDS);
  - cardiovascular strokes and consequences of an Accident, which occurred as a result of a cardiovascular stroke;
  - 9) worsening of the consequences of an accident due to the intentional or conscious failure of the Insured to report to a doctor in order to obtain medical care or deliberate failure to comply with medical recommendations;
  - 10) all kinds and origins of diabetic gangrene tumors, development or worsening of aseptic tenosynovitis, myelitis, synovitis, bursitis and lateral epicondylitis.

# Art. 20. Obligations of the Insured

- 1. In case of an Insured Event, the Insured is obliged to:
  - immediately seek medical help, undergo medical care and follow medical recommendations in order to mitigate the effects of the accident;
  - collect all documents regarding the Insured Event necessary to establish the validity of the claim - full medical documentation, a medical report with diagnosis and any reports from relevant services (police note) or institutions (OHS protocol in case of an accident at work);
  - 3) report the loss in writing to the Insurer by sending a report containing:
    - a) Insured and Credit Card details;
    - description of the circumstances of the Insured Event, in particular the date and place of its occurrence;
    - medical report a medical opinion describing the type and nature of injuries, including a detailed diagnosis and treatment prescribed;
  - 4) authorize the Assistance Center in writing, under pain of nullity, to seek information and opinions from doctors in charge of treatment and other persons or parties on matters related to the Insured Event regarding the procedure for determining the benefit, to the extent required by law.
  - 5) at the request of the Insurer, undergo a medical examination to determine the degree of health impairment. The cost of the above-mentioned tests is borne by the Insurer.

#### Part C) Liability

#### Article 21. Subject and scope of insurance

- The subject of insurance under the civil liability insurance is the Insured's liability for personal and property damage related to the Insured Event.
- An Insured event is a tort committed by the Insured resulting in damage caused to third parties during the Trip, which the Insured is obliged to repair under the law of the country where they are staying.
- Damage caused by the Insured shall also be understood as damage caused by persons or animals for which the Insured was liable during the Insured Event.
- 4. The Insurer ensures the payment of compensation benefits related to the Insured Event in the form of benefits for the injured party for material or personal damages injury suffered by them, to the extent and in the amount resulting from these SCI.
- In addition to the benefits provided for in the preceding section under the Liability Insurance, the Insurer:
  - a) verifies the claims against the Insured;
  - covers the costs of the defense attorney representing the Insured in the course of the trial, if it occurs.

# Art. 22. Obligations of the Insured

- The obligations of the Insured under the provisions of this article also apply to the claimant.
- 2. In case of an Insured Event under Liability Insurance, the Insured is obliged to:
  - immediately no later than within 7 days from the occurrence of an Insured Event (or obtaining information about it) that may result in the Insurer's liability - contact the Assistance Center and submit a notification on the Insured Event. This limitation does not apply to situations in which the Insured was objectively unable to contact the Assistance Center due to their health condition;
  - secure and provide the Insurer with all documents related to the Insured Event necessary to establish the validity of the claim - medical documentation, possible reports of relevant services (police or rescue note) or institutions (handover protocol for the accommodation) or statements drawn up by the Insured and the injured.
- 3. In situations where the Insured is informed about the initiation of preliminary proceedings claims pursued in court against them, they are obliged to immediately not later than within 2 days notify the Insurer, also in situations where they have previously informed the Insurer about the occurrence of an Insured Event in accordance with the provisions of Sec. 2 Point 1) of this Article. At the same time, with the aforementioned notification, the Insured is obliged to provide the Insurer with the claim, court and extrajudicial files as well as all summons and documents delivered to them in connection with the pursuit of claims against them in connection with the loss covered by liability insurance.
- If the court decides about compensation for material damage or personal injury, the Insurer is obliged to provide benefits only on the basis of a final judgment issued in a given case.
- Satisfaction or recognition by the Insured of a claim for compensation for damage that is covered by insurance shall not have legal effects against the Insurer, unless the Insurer has given its prior consent.
- If the Insured accepts the claim of the injured party for compensation for damage and has satisfied it, they are obliged to enable the Insurer to perform the actions necessary to determine the circumstances of the damage, as well as the validity and amount of the claim.
- If the Insured has paid the injured party compensation for damage for which they are liable, they have the right to receive a refund from the Insurer up to the amount in which the Insurer would be obliged to provide the benefit directly to the injured party.
- If the Insured has not knowingly fulfilled the obligations arising from these SCI, the Insurer is entitled to an adequate reduction of the insurance benefit under the Liability Insurance.

#### Art. 23. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 the Liability Insurance does not cover the following cases:
  - the Insured caused damage to a relative, a person living in the same household at the time of the Insured Event, the Co-insured or animals for which the Insured was responsible;

- resulting from contractual liability or resulting from the granting of a guarantee beyond the scope resulting from the contract concluded by the Insured with third parties or legal provisions;
- financial penalties, tickets, fines, taxes or administrative penalties imposed on the Insured under the provisions of criminal or fiscal penal law;
- caused by the use, possession or driving of motor and non-motor vehicles, watercrafts or aircrafts (including hang-gliders) with the exception of bicycles, prams and inflatable boats;
- damage to the cargo being transported or damage resulting from the delay in delivery of the cargo;
- damages related to movables belonging to another person, which have been rented or leased, also damages related to things that are used for a fee in a legitimate manner (on the basis of a lease or rental agreement) or things handed over for use or entrusted for storage, transport or processing;
- 7) resulting from any kind of pollution of waters or the environment as a result of leakage of substances (gas, steam, ash, smoke, oil, petroleum or similar liquids from containers or tanks, various types of waste and rubbish) or due to the temperature, humidity, noise or any kind of radiation; At the same time, the Insurer does not cover the costs related to cleaning or decontamination, erosion or the consequences of undermining;
- damage caused to another person by contagious human, animal or plant disease or by the spread of infection;
- 9) damage resulting from the ownership, possession or use of weapons;
- damage caused in connection with the ownership, possession, letting or administration of real estate, including work carried out on the real estate on one's own (except in case of occupation of temporary accommodation for recreational purposes);
- 11) damage to real estate or its equipment, if the Insured uses them unlawfully;
- 12) damage caused in connection with the conducted business, profession or other gainful activity;
- 13) financial damage in the form of lost profit;
- 14) damage related to infringement of copyright, intellectual property, patents and registered trademarks;
- 15) damage to documents, files, plans, archives, philatelic and numismatic collections, IT databases regardless of the type of carrier, works of art;
- damage caused in the process of normal wear and tear of a given item operational wear;
- 17) damages lower than or equal to the equivalent of 250 €.

#### Part D) Sport Equipment

#### Art. 24. Subject and scope of insurance

- The subject of insurance is sport equipment that was purchased by the Insured with the Card within a maximum of 12 months prior to the Trip, the value of which is at least €75.
- The Insured Event is Burglary or Robbery of covered Sport Equipment during the Trip.
- 3. Under the Insured Event, the Insurer shall pay the Insured a compensation benefit for the loss of Sport Equipment and provide the Insured with a benefit in the amount of actually incurred costs of renting replacement Sport Equipment for each full day in which it was not possible to use the Sport Equipment belonging to the Insured.

#### **Art. 25. Special Disclaimers**

- Apart from the general exclusions set out in Art. 10 Sport Equipment Insurance does not cover:
  - Sport equipment for practicing disciplines not covered by insurance under these SCI;
  - 2) motor equipment, hunting equipment, boat equipment and bicycles;
  - 1) Sport equipment stolen during transport entrusted to a professional carrier;
  - 2) damage to Sport Equipment, regardless of their cause.

# Art. 26. Obligations of the Insured and the method of determining benefits

- I. In case of an Insured Event, the Insured is obliged to:
  - submit an appropriate notification of the loss of Sport Equipment to the competent authorities (police) and obtain and keep a report of such notification, indicating at least the marking of the lost items,

- including information regarding their type and quantity, and at least indicative value:
- secure the available documents and evidence confirming the circumstances of the event in order to present them to the Insurer or the police;
- 3) immediately contact the Assistance Center and submit a notification on the Insured Event and deliver to the Insurer a written claim report containing:
  - a) Insured and Card details:
  - description of the circumstances of the Insured Event;
  - a list of items that have been lost, certified by the competent authorities (police);
  - d) documents confirming the damage, which include all confirmations, notifications or copies of theft reports submitted to the competent authorities and interested parties where the theft took place (hotel, rented accommodation or sports facility);
  - originals or copies of bills and receipts for the rental of replacement Sport Equipment:
  - a document confirming the purchase of the lost Sport Equipment with the date of purchase and confirmation of debiting the Card account with its cost
- 2. The compensation may not be higher than the actual damage suffered. The amount of compensation is determined on the basis of the value of items with the proviso that the value of items is determined on the basis of proofs of purchase (bills, payment confirmations) or by reference to the value of a new item with identical properties, but taking into account the level of wear and tear of the lost item.
- The extent of the damage is not affected by the commemorative, historic, scientific value or collectability of the item.
- 4. In situations where the lost items are recovered, the Insured should notify the Insurer about this fact. If the Insurer has already paid compensation in connection with the recovered items, it is entitled to a claim for reimbursement of the appropriate amount of compensation by the Insured or a claim for the Insured to transfer to them the ownership rights of the recovered items. However, if the compensation has not yet been paid, the Insurer shall provide the benefit taking into account the fact that the Insured has recovered the given items.

# Part E) Costs of cancellation or early return from the Trip Art. 27. Subject and scope of insurance

- The insurance of the costs of cancellation or early return from the Trip applies to services resulting from contracts / reservations concluded with entities providing tourist services: tourist events, passenger transport and / or accommodation, and consists of two scope parts, for which the subject of insurance are respectively:
  - costs of canceling participation in the Trip incurred by the Insured before its commencement, in accordance with the written provisions of the contract for a tourist event, contract of transport or accommodation;
  - 2) costs of early return from the Trip, understood as:
    - costs of unused services that the Insured was entitled to under a contract for a tourist event, transport or accommodation;
    - b) costs of return transport, if it was originally provided for in the contract. The Insurer covers them up to the equivalent of the originally planned transport cost.
- Within the scope of the Insurance of cancellation or early return from the Trip, the insured events are:
  - An accident as a result of which the Insured or the Co-Insured cannot take the planned Trip for medical reasons;
  - Sudden illness or Falling ill with COVID-19 of the Insured or the Co-insured as a result of which the Insured or Co-insured cannot take the planned Trip for medical reasons;
  - 3) Death of the Insured or Co-insured;
  - Death of a Close relative of the Insured or Co-insured, if the period from death to departure is shorter than 60 days;
  - 5) An Accident or Sudden Illness, as a result of which a Close relative of the Insured or a Close relative of the Co-insured was immediately hospitalized or requires the care of third parties, therefore the presence of the Insured or the Co-insured in the territory of the Country of Permanent Residence is necessary during the planned trip in order to exercise care for this person. In the above-mentioned situation, the need to stay with a Close relative who has suffered an Accident or Sudden illness must be confirmed by a written medical certificate;
  - 6) compulsory quarantine of the Insured or Co-insured;
  - 7) summoning the Insured or Co-insured to court as a witness;

- 8) cancellation of leave of the Insured or Co-insured in case officers of the armed forces, police, fire brigade, ambulance service, nurses or employees of state authorities:
- 9) Fortuitous Event at the place of residence of the Insured or Co-insured, in connection with which the presence of the Insured or Co-insured in the territory of the country of permanent residence is required by local authorities (police) to perform legal and administrative actions during the planned duration of the Trip:
- 10) loss of employment by the Insured or Co-insured confirmed by obtaining the status of an unemployed person, provided that at the time of booking the Trip, the Insured / Co-insured was employed under a contract for an indefinite period or other contract expiring in at least 6 months.

#### **Art. 28. Special Disclaimers**

- The insurer does not cover costs other than the paid price of the tourist event, transport and accommodation services.
- Apart from the general exclusions set out in Art. 10, the scope of insurance for the costs of cancellation or early return from the Trip does not cover the following situations:
  - no written notification of the entity with whom or through which the contract for a tourist event, transport or accommodation services was concluded about the resignation from the Trip;
  - exacerbations or complications of chronic diseases, as well as exacerbations or complications after Hospital admission prior to Trip within 12 months or after surgery performed as a Same-day Surgery within 30 days before Trip;
  - undergoing hospital treatment or procedures by the Insured, the indications of which existed before the conclusion of the contract for a tourist event, transport service or accommodation as part of the planned Trip;
  - medical contraindications for the Trip, existing before the conclusion of the contract for a tourist event, transport service or accommodation;
  - termination of pregnancy, unless it was done to save the pregnant woman's life:
  - 6) complications resulting from artificial insemination or fertility treatment;
  - lack of employer acceptance of the leave date or change of the leave date by the insured:
  - 8) loss of employment due to breach of employee obligations;
  - 9) change of plans by the Insured only in connection with a change in their financial situation, which occurred and were known to the Insured before the conclusion of the contract for a tourist event, transport and / or accommodation services;
  - 10) lack of a valid document necessary for the Trip (passport, visa).
- The insurer does not cover the costs resulting from the use of frequent flyer rewards programs operated by airlines, bonus point card programs and vacation point programs (incl. Timeshare or Holiday Property Bond).

#### Art. 29. Method of determining benefits

- The Insurer shall pay the benefit in connection with the cancellation of participation in the Trip up to the lower of:
  - prices of the tourist event, transport services and accommodation indicated in the contract for their provision or
  - the sum of the Insured indicated in the Table of Benefits and Limits for the Insurance of the costs of cancellation or early return from the Trip.
  - The payment of the above-mentioned benefit corresponds to the costs charged to the Insured by the entity providing the services.
- 3. The insurer pays the benefit in connection with the necessity to shorten the Trip, subject to the maximum payment up to the sum insured in the amount corresponding to the sum of:
  - value of unused benefits (unused days of stay) understood as a percentage of the price of a tourist event, transport services and accommodation and
  - the value of the additional return transport understood as the value of the originally planned paid return transport from the Trip.

# Art. 30. Obligations of the Insured

1. The Insured is obliged to submit written information about the cancellation of participation in the Trip to the entity with which the contract for a tourist event or the provision of transport and / or accommodation services was concluded within 24 hours from the occurrence of a given reason. This does not apply to justified and documented situations in which the Insured could not fulfill the above-mentioned obligation due to their health condition. In such a case, they are obliged to fulfill the obligation to notify immediately after the cessation of the reason preventing the submission of relevant information on time. In cases where the above deadlines are not met, the Insurer may

- reduce the benefit paid, to the amount which the Insured would have been charged with by the entity providing the given services, meeting the deadlines.
- 2. The Insured is obliged to notify the Assistance Center of the need to return from the Trip before taking actions on their own, within 24 hours from the occurrence of a given reason justifying the interruption of the Trip. In cases where the above obligation has not been met, the Insurer may reduce the paid benefit accordingly to the extent that it had an impact on its amount.
- The Insurer reserves the right to recognize the claim and pay the benefit depending on the documentation of the events reported by the Insured as the reason for cancellation or early return from the Trip.
- 4. When applying for a refund of the costs of cancellation or early return from the Trip, the required documents must be submitted to the Insurer. The following are considered necessary to consider a claim for reimbursement of the costs of cancellation or early return from the Trip:
  - confirmation of the booking of accommodation or airline tickets, depending on which service the cancellation relates to:
  - a declaration of cancellation confirmed by the organizer / distributor of the service:
  - a) a document issued by the organizer / distributor of the service confirming the amount of charges imposed on the Insured for cancellation from the given service;
  - 4) originals or copies of bills or proofs of payment for a given service;
  - originals or copies of bills and proofs of payment of previously agreed costs for return transportation in the event of an early return from the Trip;
  - documents confirming the occurrence of the event justifying the cancellation or early return from the Trip, which are:
    - medical report for Sudden Illnesses, Accidents, any health events a medical opinion describing the type and nature of injuries or symptoms, including a detailed diagnosis and prescribed treatment;
    - b) a copy of the death report or death certificate in the event of death;
    - a medical certificate confirming the need for the insured or Co-insured to remain with a Close Relative who has suffered an accident or sudden illness in order to provide them with care and assistance;
    - d) a copy of the police report on damage to property;
    - ce) certificates of relevant authorities, institutions confirming the occurrence of Fortuitous Events.

#### Part F) Hospital Admission Insurance

#### Art. 31. Subject and scope of insurance

- The subject of the insurance are incidental expenses related to Hospital admission and stay (such as: renting a telephone line, renting a TV set and traveling by taxi) incurred by the Insured.
- An Insured Event is a Sudden Illness or an Accident of the Insured which occurred during the Trip and which requires their necessary and immediate Hospital admission abroad.

For an Insured Event, the Insurer shall provide the Insured with benefits in the amount of actually incurred costs, but not more than up to the maximum amount of the Sum Insured specified in the Table of Benefits and Limits, and the Insurer shall pay the Insured a compensation benefit for each commenced day of Hospital stay of the Insured in the amount specified in the Table of Benefits and Limits for no more than the maximum period specified in the Table of Benefits and Limits.

#### Art. 32. Special Disclaimers

 Apart from the general exclusions set out in Art. 10 Hospital Admission Insurance does not cover all situations indicated in Art. 15: Special exclusions of liability under the insurance of treatment costs and medical assistance.

#### Art. 33. Obligations of the Insured

 The obligations of the Insured under Art. 16 also apply under this Hospital Admission Insurance.

# Part G) Costs of being late for the departure of the means of transport

# Art. 34. Subject and scope of insurance

 The subject of the insurance are expenses incurred by the Insured for meals and snacks, additional accommodation (room only) and the Insured's transport to the destination of the Trip abroad, in connection with the Insured Event.

- The Insured Event in the case of insurance of costs of being late for the departure of the means of transport is:
  - 1) delay of another public transport operating according to the timetable or
  - 2) accident or breakdown of the vehicle using which the Insured travels.
- For being late for the departure of the means of transport, the Insurer shall provide the Insured with an insurance benefit in the amount of actually incurred costs, but not more than up to the maximum amount of the sum insured specified in the Table of Benefits and Limits.
- 4. Benefits for: Part G), Part H) and Part J) are mutually exclusive. In case of an Insured Event which exhausts the premises of all of the above-mentioned parts, the Insured has the right to benefit from the benefits only on the basis of one selected part.

#### Art. 35. Obligations of the Insured

- . In the event of an Insured Event, the Insured is obliged to:
  - obtain appropriate confirmation of the delay from the carrier for later submission to the Insurer. The above-mentioned document should certify the delay and indicate the date of the planned arrival in accordance with the original schedule, as well as information on the length of the arrival delay;
  - obtain from the carrier a written statement of the scope of their liability in relation to the delay - an indication of the costs to be covered due to the delay;
  - obtain a police report (regarding an accident) or a document confirming the repair of the vehicle, issued by a repair shop, containing a diagnosis of the problem (regarding a breakdown), for later submission to the Insurer;
  - keep all original or copies of bills and receipts for purchased meals, snacks, accommodation or replacement transportation for the lost means of transport originally planned for the Trip;
  - 5) immediately at the latest within 7 days of returning to the territory of the Country of permanent residence - contact the Assistance Center and submit a notification of the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Credit Card details;
    - b) description of the circumstances of the Insured Event;
    - originals or copies of bills and proofs of payment for the purchased meals, snacks, accommodation, transport;
    - d) documents confirming the delay;
    - e) carrier's declaration of its liability.

#### **Art. 36. Special Disclaimers**

- Apart from the general exclusions set out in Art. 10 Insurance of costs due to being late for the departure of the means of transport does not provide protection in relation to:
  - pure financial losses of the Insured incurred as a result of being late for the means of transport, and thus the departure not completed on time;
  - delays caused by strikes or protests, or other transport restrictions announced before the commencement of the Trip, about which the Insured knew or could find out before going on the Trip due to making them public;
  - delays due to decisions of the civil aviation authority or other similar authorities;
  - 4) delays caused by natural disasters;
  - 5) expenses on alcoholic beverages or tobacco products;
  - 6) delays or cancellations of charter flights;
  - being late for departure, provided that the booked time between connecting flights at the international airport was less than 2 hours or more in the event of a longer interval between connecting flights required by the reservation systems;
  - breakdown of a vehicle belonging to the Insured, which has not been properly serviced in accordance with the manufacturer's instructions;
  - 9) traffic accidents involving a vehicle belonging to the Insured, which occurred through the sole fault of the Insured.

# Part H) Costs of delayed departure of the means of transport

#### Art. 37. Subject and scope of insurance

- The subject of the insurance for delayed departure of the means of transport are the
  expenses incurred by the Insured for meals and snacks as well as additional
  accommodation (room only) in connection with the Insured Event.
- An Insured Event in the case of insurance for delayed departure of the means of transport is a delay of at least 4 hours of a given means of transport in relation to the planned departure time, caused by:

- 1) strike or worker protest action;
- 2) unfavorable weather conditions preventing the scheduled departure;
- 3) mechanical failure or technical defect of the means of transport.
- The Insured Event is considered only in relation to the means of transport for which the Insured has a reserved seat for the Trip.
- 4. In case of the delay of the departure of the means of transport, the Insurer shall provide the Insured with an insurance benefit in the amount of actually incurred costs, but not more than up to the maximum amount of the sum insured specified in the Table of Benefits and Limits.
- In event of a prolonged, at least 24-hour delay in the departure of the means of transport for the start of the Trip, the Insured has the right to withdraw from the Trip on the terms described in Part E) of these SCI.
- 6. Benefits for: Part G), Part H) and Part J) are mutually exclusive. In case of an Insured Event which exhausts the premises of all of the above-mentioned parts, the Insured has the right to benefit from the benefits only on the basis of one selected part.

#### Art. 38. Obligations of the Insured

- In case of an Insured Event, the Insured is obliged to:
  - obtain the appropriate notification from the carrier and keep its copy or confirmation for later submission to the Insurer. The above-mentioned document should certify the delay and indicate the flight number, the date of the planned departure in accordance with the original schedule, as well as information on the number hours the flight was delayed for / canceled;
  - obtain from the carrier a written statement of the scope of its liability in relation to the delay - an indication of the costs to be covered due to the delay in departure;
  - keep all originals or copies of receipts and receipts for purchased meals, snacks, accommodation;
  - 4) immediately at the latest within 7 days of returning to the territory of the Country of permanent residence - contact the Assistance Center and submit a notification of the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Credit Card details;
    - description of the circumstances of the Insured Event;
    - originals or copies of bills and proofs of payment for the purchased meals, snacks, accommodation;
    - d) documents confirming the delay;
    - e) carrier's declaration of its liability.

# **Art. 39. Special Disclaimers**

- Apart from the general exclusions set out in Art. 10 The insurance of costs for delayed departure of a means of transport does not provide protection in respect of:
  - situations where the Insured did not complete the check-in correctly and on time;
  - pure financial losses of the Insured incurred as a result of the delay, and thus the departure not completed on time;
  - delays caused by strikes or protests, or other transport restrictions announced before the commencement of the Trip, about which the Insured knew or could find out before going on the Trip due to making them public;
  - delays due to decisions of the civil aviation authority or other similar authorities;
  - 5) delays caused by natural disasters;
  - 6) expenses on alcoholic beverages or tobacco products;
  - 7) delays or cancellations of charter flights;
  - 8) a delay of less than 4 hours.

# Part I) Baggage Delay Insurance

# Art. 40. Subject and scope of insurance

- The subject of the Baggage Delay Insurance are the expenses incurred by the Insured for the necessary toiletries and clothing in connection with the Insured Event.
- The Insured Event in the case of Baggage Delay Insurance is the delay of baggage delivery by the carrier for at least 4 hours from the time of the Insured's landing at the destination airport, which is outside the country of permanent residence.
- Baggage Delay Insurance covers only events that occur during a Trip Abroad, and does not cover events upon return to the territory of the Country of Permanent Residence.
- 4. Under the Baggage Delay Insurance, the Insurer shall provide the Insured with an insurance benefit of the actual costs incurred, up to the maximum amount of the Sum Insured specified in the Table of Benefits and Limits.

. In the event of a prolonged baggage delay of at least 48 hours, the Insurer shall provide the Insured with an additional insurance benefit in the maximum amount of the sum insured specified in the Table of Benefits and Limits.

#### Art. 41. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Baggage Delay Insurance does not provide protection against:
  - 1) situations where baggage was entrusted to airlines without receipt;
  - 2) situations where baggage check-in at the airport was not properly carried out;
  - 3) pure financial losses of the Insured incurred as a result of baggage delay;
  - baggage delays when returning from the Journey, regardless of the place of landing;
  - delays due to strikes or other transport restrictions pending or announced during check-in or scheduled departure;
  - 6) delays due to confiscation by customs or other government authorities;
  - 7) delays caused by natural disasters;
  - 8) baggage checked in as cargo on the basis of a bill of lading;
  - 9) costs incurred before 4 hours of delay and after the actual baggage delivery to the Insured.

#### Art. 42. Obligations of the Insured

- I. In case of an Insured Event, the Insured is obliged to:
  - submit the appropriate notification to the carrier and keep its copy or confirmation for later submission to the Insurer. The above-mentioned document should certify the delay in baggage delivery and indicate the moment when the baggage was actually delivered (information about how many hours the baggage was delayed);
  - keep all originals or copies of bills and proofs of payment for the purchased basic necessities (clothing, toiletries);
  - immediately at the latest within 7 days of returning to the territory of the Country of permanent residence - contact the Assistance Center and submit a notification of the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Card details;
    - b) description of the circumstances of the Insured Event;
    - originals or copies of bills and proofs of their payment for the purchased basic necessities;
    - d) documents confirming the baggage delay.

#### Part J) Overbooking

### Art. 43. Subject and scope of insurance

- The subject of the overbooking costs insurance are the expenses incurred by the Insured for meals and snacks in connection with the Insured Event.
- An Insured Event is a denied plane boarding if the Insured has checked in or made an attempt to check in for a confirmed flight in accordance with the schedule and reservation and was not boarded due to an overbooking, as a result of which they wait for alternative transport for at least 4 hours from the originally scheduled departure time.
- For an Insured Event, the Insurer shall provide the Insured with benefits in the amount of actually incurred costs, but not more than up to the maximum amount of the Sum Insured specified in the Table of Benefits and Limits.
- 4. Benefits for: Part G), Part H) and Part J) are mutually exclusive. In case of an Insured Event which exhausts the premises of all of the above-mentioned parts, the Insured has the right to benefit from the benefits only on the basis of one selected part.

#### **Art. 44. Special Disclaimers**

- . Apart from the general exclusions set out in Art. 10 Overbooking insurance does not provide protection against:
  - 1)  $\,$  situations where the Insured did not complete the check-in correctly and on time;
  - pure financial losses of the Insured incurred as a result of the delay, and thus the departure not completed on time;
  - 3) expenses on alcoholic beverages or tobacco products;
  - 4) waiting for replacement transport of less than 4 hours;
  - costs incurred before the 4 hours of waiting for replacement transport and after the actual commencement of the Journey with replacement transport;
  - 6) costs and fees that will be paid by the airlines.

#### Art. 45. Obligations of the Insured

- . In case of an Insured Event, the Insured is obliged to:
  - obtain the appropriate notification from the carrier and keep its copy or confirmation for later submission to the Insurer. The aforementioned document should certify the fact of overbooking and denying boarding to the Insured in accordance with the originally booked flight, and should indicate the flight number, the date of the planned departure in accordance with the original schedule, as well as information on how many hours were expected for a replacement transport / flight;
  - obtain from the carrier a written statement of the scope of its liability in relation to the incident - an indication of the costs that it will cover in connection with the situation;
  - keep all originals or copies of receipts and receipts for meals and snacks purchased;
  - 4) immediately at the latest within 7 days of returning to the territory of the Country of permanent residence - contact the Assistance Center and submit a notification of the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Credit Card details;
    - b) description of the circumstances of the Insured Event;
    - originals or copies of bills and proofs of their payment for the purchased meals, snacks;
    - d) documents confirming the delay in accordance with Sec. 1 Point 1 of this Article:
    - e) carrier's declaration of its liability.

# Part K) Legal Aid

#### Art. 46. Subject and scope of insurance

- Insurance of legal aid costs ensures protection of the legitimate legal interests of the Insured in the cases, to the extent and under the conditions set out in this Article.
- 2. A legal interest is considered justified if:
  - 1) there is a chance of a favorable outcome for the Insured;
  - protection of the Insured's legal interests is not contrary to the principles of social coexistence and morality;
  - the costs of protecting the Insured's legal interests are not grossly disproportionate to the intended purpose.
- 3. An Insured Event covered by insurance of legal aid costs is understood as a civil dispute for compensation or redress in the event of a breach of law or legal obligations by / against the Insured, as a result of which the damage was caused in connection with Sudden illness or an accident of the Insured.
- 4. The subject of insurance of legal aid costs is to take steps to protect the Insured's legitimate legal interests and cover the costs as part of insurance services provided for the Insured through the Assistance Center, including:
  - legal advice and presentation of the scenario regarding subsequent actions to be taken;
  - 2) translation of documents, preparation of an expert or appraiser opinion;
  - taking actions at the pre-trial stage, including actions as a part of conciliation and mediation proceedings;
  - 4) taking actions as a part of judicial proceedings before courts of all instances.
- Under the Insurance of legal assistance costs, in situations requiring the participation of the Service Provider, the Insured is obliged to grant the Service Provider a power of attorney, enabling them to take action to protect the legal interests of the Insured.
- In connection with the protection of the legal interests of the Insurer, the Insurer shall cover the following costs, fees and expenses according to the terms and in the amount specified in these SCI:
  - the Service Provider's remuneration for analyzing or reviewing the legal situation of the Insured;
  - the Service Provider's remuneration for (legal) representation of the Insured in civil proceedings;
  - the Service Provider's remuneration for the translation of documentation, expert's or appraiser's opinion necessary for the purposes of protecting the Insured's legal interests;
  - costs of proceedings in common courts of all instances and in arbitration courts;
  - litigation costs awarded from the Insured to the other party or to the State Treasury.

# Art. 47. Obligations of the Insured and the Manner of Providing Benefits

- 1. In order to obtain the insurance benefit, the Insured is obliged to immediately (no later than within 30 days from the occurrence of the event) contact the Assistance Center and submit a notification, presenting the Insurer with the facts related to the Insurance Event. At the request of the Insurer, the Insured is obliged to deliver the above-mentioned notification in writing on an appropriate form provided by the Assistance Center, to the address indicated by the Insurer. The Insured should enclose to the report all materials and documents related to the Insured Event that they have.
- The Insured is obliged to provide all available information necessary to determine benefit eligibility, in particular:
  - 1) full name of the Insured,
  - 2) personal identification number (PESEL) of the Insured,
  - 3) Place of Residence of the Insured,
  - 4) date of the Insured Event,
  - 5) contact telephone number of the Insured,
  - 6) a comprehensive description of the Insurance Event that took place.
- 3. The Insured is obliged to follow the instructions of the Assistance Center.
- 4. In the event of failure to perform an obligation referred to in Sec. 1. of this Article, the Insurer may reduce the benefit, if the failure to meet this obligation immediately made it impossible or difficult to establish the circumstances of the event.
- 5. The Insurer assesses the legal situation of each reported Insured Event on the basis of the submitted report and the documents provided. The Insurer reserves the right to deny the insurance benefit if, as a result of the above assessment of the legal situation, it establishes that:
  - 1) there is no chance of a favorable outcome for the Insured;
  - defending the Insured's legal interests is contrary to the principles of social coexistence and morality;
  - 3) the costs of defending the Insured's legal interests are grossly disproportionate to the purpose intended by the Insured;
- The decision not to provide the insurance benefit, resulting from the analysis of the legal situation within the meaning of Sec. 5. of this Article, will be provided by the Insurer to the Insured in writing without undue delay.
- 7. After assessing the legal situation and confirming the absence of the conditions listed in Sec. 5, Points 1) 3) of this Article, the Insurer will present the Insured with the most advantageous way of protecting their legal interests from the point of view of the above assessment, including the proposition of the Service Provider who may perform further insurance benefits, with the proviso that, under the insurance of legal aid, the Insured has an independent right to freely choose the Service Provider for defense and representation of their legal interests.
- Before making the independent choice of the Service Provider, the Insured is obliged to obtain a written commitment of the Insurer to provide the insurance benefit. The release of the above-mentioned commitment is preceded by the Insurer's verification of the premises of Sec. 5 Points 1)-3) of this article.
- 9. The Service Provider provides legal assistance at the request of the Policyholder and is solely responsible for the performance of the order.
- 10. The Service Provider's remuneration for analyzing and / or reviewing the legal situation in which the Insured found themself or for (legal) representation of the Insured shall be determined on the basis of the relevant provisions regulating the amount of remuneration for the activities of an attorney or legal advisor as per minimum rate, and in the absence of such provisions, the appropriate market prices.
- 11. The Service Provider's remuneration for translating the documentation necessary to protect the legal interests of the Insured, the opinion of an expert or appraiser is determined on the basis of the average market prices for a given type of service.
- 12. The costs of proceedings in common courts are determined on the basis of generally applicable provisions of law and are paid on the terms set out in these SCI up to the amount of the sum insured for legal aid.
- 13. The costs of the trial awarded from the Insured to the opposing party or to the State Treasury are determined on the basis of final judgments issued in proceedings with the Insured's participation and are paid in the actual amount on the terms set out in these SCI, up to the amount of the sum insured for legal aid.

# Art. 48. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Legal Aid Insurance does not provide protection against disputes:
  - $1) \qquad \text{between \ the Policyholder \ and the Insured;} \\$

- 2) between the Insurer and the Insured;
- 3) between Close relatives:
- between co-owners of property, real estate;
- in which the value of the subject of the dispute does not exceed the equivalent of €750:
- 6) on account of claims of persons not covered by insurance, but transferred to the Insured by way of assignment of receivables:
- 7) related to the Insured's business, freelance profession or agricultural activity;
- 8) on account of the Insured's civil liability;
- 9) concerning copyright and intellectual property;
- 10) concerning family law;
- concerning the purchase, holding or transfer of shares or stocks in commercial companies;
- 12) concernig fields of social security or the public health system;
- 13) statutory (membership of the Insured in a cooperative, housing community of real estate owners, membership in the bodies of commercial companies, foundations, associations, unions);
- 14) resulting from games or bets;
- 15) disputes pending in the territory of the Insured's Country of Permanent Residence.

#### Part L) Loss of purchases

#### Art. 49. Subject and scope of insurance

- The subject of insurance are items purchased by the Insured as new, for private use only (including gifts), the cost of which was charged in full to the Card account, except for items defined in the exclusions of these SCI.
- The above-mentioned items are covered by insurance for 30 calendar days from the date of purchase.
- An Insured Event is the loss or damage of the above-mentioned items as a result of a Fortuitous Event.
- 4. The Insurer provides insurance benefits in the form of:
  - 1) covering the costs of replacing a damaged or lost item with a new one;
  - 2) reimbursement of the cost of repairing a damaged item;
  - 3) reimbursement of the cost of the lost item.

The above benefits are provided up to the limit indicated in the Table of Benefits and Limits.

#### Art. 50. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Purchase Loss insurance does not provide protection in case of:
  - damage caused by the Insured, their Close relative or a person living with the Insured in a common household, a person for whom the Insured was responsible or by the Co-insured;
  - 2) items left unattended in a public place;
  - means of transport, excluding wheelchairs, prams and bicycles;
  - travel tickets and tickets for cultural events, money, check books, payment cards and other similar documents, securities and prints of monetary value, keys, precious metals and objects made therefrom, bare pearls and precious stones, watches;
  - collections and collectible items, antiques, numismatic items, art objects, items of cultural and historical value, manuscripts, musical instruments;
  - 6) tobacco products and alcohol, intoxicating and psychotropic substances;
  - weapons and ammunition;
  - electronic devices and equipment (stereo players, MP3 players, computers and computer hardware) for business use;
  - 9) samples, items intended for exhibition and items intended for sale, items protected under copyright and industrial property rights that are part of the object as a material subject protected under such rights;
  - plans and designs, prototypes and image, sound and data carriers, including their contents;
  - 11) damage caused by spontaneous combustion or the leakage of liquids, fats, dyes or corrosive substances;
  - sport and tourist equipment, as well as floating equipment (pontoons, water bikes, boats);
  - 13) damage to the object resulting from normal wear and tear;
  - 14) defects and malfunctions of electrical devices resulting from the operation or effects of electric current:
  - 15) confiscation, detention or damage to property by customs or other state authorities:

16) damages not reported to the relevant institutions (police) within 48 hours from the moment of finding the damage, except for situations where the Insured's health condition objectively did not allow them to meet the above deadline.

# Art. 51. Obligations of the Insured and the method of determining benefits

- In case of an Insured Event, the Insured is obliged to:
  - submit an appropriate notification of the Fortuitous Event to the competent authorities or institutions (police, customs services, fire brigade, etc.) and obtain and keep a report of such notification, indicating at least the marking of the lost items, with information on their type and quantity and at least their approximate value;
  - secure the available documents and evidence confirming the circumstances of the event (including damaged items) in order to present them to the Insurer or the police;
  - 3) immediately contact the Assistance Center and submit a notification on the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Credit Card details;
    - b) description of the circumstances of the Insured Event;
    - a list of items that have been damaged or lost, which has been certified by the competent authorities or institutions (police, customs, fire brigades, etc.);
    - d) documents confirming the damage, which include all confirmations, notifications or copies of reports of a Fortuitous Event submitted to the competent authorities or institutions (police, customs services, fire brigade, etc.);
    - originals or copies of bills and proofs of payment for repairing the damage to the item;
    - a document confirming the purchase of the items with the date of purchase and confirmation of charging the Card account with the cost of damaged or lost items.
- The Insurer ensures the payment of the benefit in an amount that is not covered by any other guarantees or insurance contracts, up to the sum insured specified in the Table of Benefits and Limits.
- The Insurer's benefit does not cover damage caused by the natural wear and tear of a given item.
- 4. The compensation may not be higher than the actual damage suffered. The amount of compensation is determined on the basis of the cost of repairing the item in the case of its damage or on the basis of the value of the items in the case of their loss, with the proviso that the value of the items is determined based on the proofs of purchase (bills, payment confirmations) or by reference to the value of new items of identical properties, but taking into account the wear level of the lost items.
- The extent of the damage is not affected by the commemorative, historic, scientific value or collectability of the item.
- The costs of decontamination of the items remaining after the damage are not considered costs of repairing a damaged item.
- 7. In situations where the stolen items are recovered, the Insured should notify the Insurer about this fact. If the Insurer has already paid compensation in connection with the recovered items, it is entitled to a claim for reimbursement of the appropriate amount of compensation by the Insured or a claim for the Insured to transfer to them the ownership rights of the recovered items. However, if the compensation has not yet been paid, the Insurer shall pay the amount taking into account the fact that the Insured has recovered the items.

# Part M) Deductible for damage to the rented vehicle

# Art. 52. Subject and scope of insurance

- The subject of the Insurance is the Deductible provided for in the car rental agreement concluded by the Insured, incurred in the event of damage to the rented Car.
- The insurance cover applies to car rental contracts, the period of which does not exceed 31 days, and the cost of which is charged in its entirety to the Card account. The protection is provided for the duration of car rental.
- The Insured Event is damage or theft of the Car, including damage to its tires or windows.
- 4. The Insurer provides insurance benefit in the form of reimbursement of the costs of the Deductible Share which the Insured was charged with as a result of the Insured Event. The above benefit is provided up to the limit indicated in the Table of Benefits and Limits.

#### Art. 53. Special Disclaimers

- Apart from the general exclusions set out in Art. 10 Insurance of the Deductible for damage to the rented vehicle does not provide protection:
  - in the absence of a valid driving license authorizing the Insured to drive a vehicle of the class of the rented Car;
  - if the Insured is under the age of 21 on the date of commencement of the given rental period;
  - 3) in situations that violate the terms of Car rental specified in the contract;
  - 4) for Cars whose retail purchase price exceeds €50,000;
  - 5) for vintage cars and vehicles whose production was discontinued for at least 10 years from the date of the start of the rental;
  - for cars rented for racing, dexterity / speed tests, rallies, training or mass events;
  - against claims with a value not exceeding €100.

#### Part N) Keys and Personal Documents

#### Art. 54. Subject and scope of insurance

- The subject of insurance are Personal documents and keys to the Insured's Place of residence and keys to the vehicles belonging to the Insured.
- The Insured Event is Burglary or Robbery of Personal Documents and / or Keys to the Insured's Place of Residence or Keys to the vehicles belonging to the Insured with the simultaneous loss of the Card.
- For an Insured Event, the Insurer shall provide the Insured with a benefit in the amount of actually incurred costs of issuing new Personal Documents and replacing keys and locks, in accordance with the Table of Benefits and Limits.

#### **Art. 55. Special Disclaimers**

- Apart from the general exclusions set out in Art. 10 Insurance for Lost Keys and Personal Documents does not provide protection with regard to:
  - 1) theft from a commercial vehicle, convertible or soft-top vehicle;
  - 2) theft during transport of baggage entrusted to a professional carrier.

#### Art. 56. Obligations of the Insured

- 1. In case of an Insured Event, the Insured is obliged to:
  - notify the competent authorities (the police) in an appropriate manner immediately within 24 hours of becoming aware of the Insured Event and obtain and keep a report of such notification, indicating at least the marking of the lost items, with information on their type and quantity, and at least their indicative value;
  - secure the available documents and evidence confirming the circumstances of the event (including damaged items) in order to present them to the Insurer or the police;
  - ) contact the Policyholder to block the lost Card;
  - 4) immediately contact the Assistance Center and submit a notification on the Insured Event and deliver to the Insurer a written claim report containing:
    - a) Insured and Card details;
    - b) description of the circumstances of the Insured Event;
    - a list of items that have been lost, certified by the competent authorities (police);
    - d) documents confirming the damage, which include, among others, all confirmations, notifications or copies of theft reports submitted to the competent authorities and interested entities in the area where the theft took place (hotel, rented accommodation or sports facility);
    - a document confirming the notification the Policyholder about the Card loss;
    - ${\mathfrak f}{\mathfrak f}{\mathfrak f}$  bills and confirmation of payment for issuing new Personal Documents and the replacement of keys and locks.

# Part O) Travel Assistance

#### Art. 57. Subject and scope of insurance

- The subject of the Travel Assistance insurance are information services in the field of:
  - preparation for the Trip, i.e. current visa and entry requirements in force for a given country, with the proviso that if the Insured has a passport of a country other than Poland, it is possible

- it will be necessary to refer the Insured to the embassy or consulate of a given country in order to obtain relevant information:
- current vaccinations required in a given country and current World Health Organization alerts;
- 3) customs and customs regulations;
- 4) currency exchange rates and VAT rates;
- 5) contact details of embassies or consulates;
- 6) weather forecasts for a given country;
- 7) the languages spoken at the Trip destination;
- 8) time zones and time differences.
- 2. In addition, the subject of insurance is organizational assistance in the field of:
  - paying a bail (excluding deposits necessary to pay civil law obligations, fines or personal damages paid by the Insured) up to the amount specified in the Table of Benefits and Limits in the event of Insured's detention or threat of them being detained by the authorities during the Trip. All payments are made subject to the Insured's prior written or e-mail commitment to repay the costs covered:
  - 2) locating the Insured's baggage lost by the carrier, and in the case of recovering the baggage, arranging for its shipment to the Insured's whereabouts outside the country of permanent residence. The costs of baggage delivery are covered by the Insured (this does not affect the Insured's right to pursue claims against the carrier and / or travel agency responsible for the baggage loss);
  - advance payment up to the amount specified in the Table of Benefits and Limits in the event of loss or theft of the Insured's Card, unless another source of funds is available to the Insured. The advance payment is made from the Insurer's funds, with the proviso that the account of the aforementioned Credit Card of the Insured is simultaneously charged with the amount of the advance payment and fees for delivering funds to the Insured;
  - 4) providing the Insured with information and assistance for obtaining replacement documents necessary for the Trip, that is: a passport, entry visa or airline tickets in the event of their loss or Theft. The costs of issuing new documents are covered by the Insured;
  - 5) arranging for the shipment of replacement personal items belonging to the Insured essential for the continuation of the Journey, that is: contact lenses and glasses. The service is provided on the condition that such replacement items are made available to the Insurer at the place of their storage or delivered to the Insurer's seat indicated to the Insured or their representative;
  - directing the Insured to local service providers: doctors, hospitals, clinics, ambulance stations, private nurses, dentists, dental clinics, service points for the disabled, ophthalmologists, pharmacies, opticians and suppliers of contact lenses and medical devices;
  - 7) provide a replacement for lost or stolen prescription medications. If such a medication or its local equivalent is unavailable during the Insured's Travel, the Insurer shall pay for the costs of shipping the medicine to the Insured's place of stay, and the Insured shall bear the costs of purchasing and delivering the medicine to the Insurer; Transport of medicines takes place according to the rules applied by the carrier and in accordance with the provisions of national and international law;
  - 8) monitoring the health condition and continuous provision of information to the Insured in the case of Hospital admission of a relative, associate or friend of the Insured residing in the Insured's country of permanent residence. The service is provided on condition that the person staying in hospital gives consent for the Insurer's access to information about their health condition.
- 3. The above services are provided at the request of the Insured.