

TERMS AND CONDITIONS OF THE *BEZPIECZNA PODRÓŻ* INSURANCE

I. GENERAL PROVISIONS

§ 1

Hereby Terms and Conditions of the Bezpieczna Podróż Insurance, hereinafter referred to as the **Terms and Conditions**, specify the rules of providing the insurance coverage by Europ Assistance S.A., hereinafter referred to as the **Insurance Company**, within the scope of the Insurance Agreement signed with Bank BGŻ BNP Paribas S.A. in regard to private persons, Clients of Bank BGŻ BNP Paribas S.A..

DEFINITIONS

§ 2

All the terms used in hereby Terms and Conditions as well as other documents and statements connected to hereby Agreement receive the following meaning:

- 1) **Luggage** – personal use items commonly taken on trips, constituting the property of the Insured, or items used by the Insured (for instance, items rented by the Insured), for which the Insured is liable, such as: suitcases, dressing cases, bags, packs, backpacks or other luggage containers together with their contents, which include only clothing, photo equipment (cameras, camcorders) and personal items such as: shoes, personal hygiene items, cosmetics, vanity bags, books, watches, glasses and other single items transported as gifts, which, in accordance with the current laws and the carrier's or airport's internal regulations, may be transported by the given means of transport.
- 2) **Alarm Center** – Europ Assistance Polska Sp. z o.o., Woloska 5 Street, Taurus building, 02-675 Warsaw, exclusively entitled to organization and providing on behalf of Insurance Company services concerning insurance agreement, available around the clock at the phone number **+48 22 205 51 88**.
- 3) **Chronic disease** – a long-lasting disorder, in the course of which periods of exacerbation may occur, during which the symptoms are alleviated or temporarily disappear, and which has been diagnosed or treated before the insurance coverage started.
- 4) **Foreign national** – natural person not having a citizenship of the Republic of Poland.
- 5) **Declaration of Consent** – a declaration of will signed by a Client of Bank BGŻ BNP Paribas S.A., where the client gives consent to be granted an insurance protection and gives consent to processing of his personal data to execute services defined by the Insurance Agreement, given to the Insurance Taker in a written or spoken form via recorded phone line or using other type of communication accepted by the Insurance Taker
- 6) **Torrential rain** – torrential rain means precipitation confirmed by the Institute of Meteorology and Water Management (IMiGW, or analogical institution in the country where the precipitation occurred), having an intensity index of at least 4 on the scale used by that institution. Should it not be possible to determine the index, the actual status and the extent of the loss at the site of its occurrence or in the nearest vicinity clearly presenting the effects of a torrential rain are used,
- 7) **Extreme climatic or natural conditions** – desert, high mountains (5,500 m above the sea level), outback, poles, jungle, glacier areas and snowy areas requiring the use of safety or support equipment.
- 8) **Hospitalization** – treatment at hospital lasting continuously for at least 24 hours, counting from the moment of admittance confirmed by a document, arisen in result of a Sudden illness or Personal accident;
- 9) **Credit Card / Debit Card** – A debit / credit / charge card issued by Bank BGŻ BNP Paribas S.A. which may be covered with the insurance. Depending on Card's type, the Insurance is free of charge or against payment for the Insured. The payment shall be collected in accordance with the current Table of Commissions and Payments of the Insuring Party.
- 10) **Costs of treatment** – necessary costs of medical assistance provided to the Insured to the extent necessary for the Insured to recover to the point where he is able to Return to home country or be Transported to home country; justified from the medical point of view and having a causal relationship with a Sudden illness or Personal Accident;

- 11) **Country of residence** – country other than the country whose citizenship the Insured has, which constitutes a place of permanent or temporary residence for the Insured;
- 12) **Outpatient treatment** – treatment during which the Insured stays in hospital or another medical facility for less than 24 hours;
- 13) **Medical doctor** – a person licensed to pursue the profession of a medical doctor, not being a member of the family of the Insured;
- 14) **Protection Month** – a time period between the first and the last day of a calendar month, for which the insurance premium was paid;
- 15) **Sudden illness** – an illness which occurs suddenly during the period of insurance and requires immediate or urgent medical assistance due to a threat to life or health if put off. An aggravation or complication of chronic diseases is not considered as Sudden Illness.
- 16) **Effects of chronic disease** – exacerbation of symptoms of an acute chronic disease, appearing suddenly, which results in the need to undergo immediate treatment.
- 17) **Personal accident** – sudden and violent accidental event caused by an external factor, which occurs during the period of insurance, as a result of which the Insured sustained, against his own will, a bodily injury, health impairment or died;
- 18) **Relative** – spouse (including common-law partner), parent, mother/father-in-law, step-mother, step-father, legal guardian, children (including adopted children), son/daughter-in-law, siblings (including adopted siblings), brother/sister-in-law, grandfather, grandmother, grandson/granddaughter
- 19) **Person requested for company** – a close relative or other person living in Poland, specified by the Insured, who in case of lack of an accompanying person while in travel shall come to accompany the Insured during the treatment.
- 20) **Foreign trip** – stay of the Insured outside of the borders of the Republic of Poland, country of residence or country whose citizenship the Insured has, the start of the foreign trip while leaving is the moment the border of the Republic of Poland, of the country of residence or the country whose citizenship the Insured has is crossed and the end of the foreign trip when coming back is the moment the border of the Republic of Poland, of the country of residence or the country whose citizenship the Insured has is crossed.
- 21) **Return to the home country/Transport to the home country** – return or transport of the Insured back to Poland, and as regards Foreign nationals either to Poland, to the country whose citizenship the Insured has or to the Country of residence (subject to the provisions of article 10 paragraph 3 point C) .
- 22) **Professional carrier** – enterprise possessing all licenses that make it possible to transport people for a fee using land or rail vehicles, or water or air crafts;
- 23) **Robbery** – seizure of property using physical violence or a threat to use it immediately against the Insured or causing the Insured to become unconscious or defenseless;
- 24) **Insurance year** – consecutive 12 calendar months; the first insurance year begins with the first day of insurance company responsibility towards the Insured Person.
- 25) **Republic of Poland** – territory of the Republic of Poland;
- 26) **Premium** – amount due and payable to the Insurance Company by the Insurance Taker, ensuing from the conclusion of the insurance contract and coverage granted by the Insurance Company.
- 27) **High risk sports** – alpinism, ballooning, hang-gliding, power-gliding, para-gliding, gliding and piloting of any engine-powered air planes, mountain and rock climbing, heli-skiing, heli-boarding, bungee jumping, parachuting, speleology, motor sports, combat sports, hunting, horse riding, , ski jumping, as well as participation in survival camps or expeditions to places characterized by extreme climatic or natural conditions, for instance, desert)
- 28) **Sports** – Water and winter sports.
- 29) **Water sports** – sports associated with the use of water equipment, including, among other things: windsurfing, kite surfing, sailing, kayaking, rowing, water skiing, rafting, surfing, water motor sports, excluding diving using specialized equipment and free diving,
- 30) **Winter sports** – all sports pursued in winter conditions, in particular alpine and classical skiing, snowboard, luge, ice-skating, ice hockey, short track, biathlon, curling.
- 31) **Sum insured / Insurance Sum** – upper limit of the Insurance Company's liability for all losses covered by insurance as part of different insurance coverage under the insurance contract.
- 32) **Personal loss** – bodily injury, health impairment or death;
- 33) **Material loss** – destruction, damage to or loss of a chattel or real property;

- 34) **Hospital** – a medical care facility operating in accordance with the law of the place of stay, the duty of which is to provide round-the-clock care to the sick, to treat them, to conduct diagnostic tests, to perform surgeries in stationary conditions in specifically designated rooms, possessing appropriate infrastructure and employing, round-the-clock, professional and qualified nursing staff and at least one medical doctor. A hospital is not a nursing home, a sanatorium, rehabilitation or recreational Center, or any facility treating alcoholism and other addictions;
- 35) **Insuring Party** – Bank BGŻ BNP Paribas Bank Polska S.A.
- 36) **Insurance** – insurance protection provided by the Insurance Company on the basis of these General Terms and Conditions of Insurance.
- 37) **Insured** – a natural person who owns a Card issued by Bank BGŻ BNP Paribas S.A. on the person's name, who furthermore joined the Insurance by signing Declaration of Consent or was admitted to it by the Insuring Party.
- 38) **Insurance Agreement** – – Group Insurance Agreement "Bezpieczna Podróż" concluded between Bank BGŻ BNP Paribas S.A. and Europ Assistance S.A. for the benefit of the Clients of Bank BGŻ BNP Paribas S.A.
- 39) **Professional sport** – Insured's participation in practices, competitions, training camps, constituting a source of income for the Insured,
- 40) **Work abroad** – undertaking by the Insured of any activities or actions while staying abroad in the form of employment, cooperation or money earning (regardless of the legal or actual basis, against payment or for free)
- 41) **Competitive sport activity** – form of physical activity which consists of practice of sports with purpose to reach maximal sport results by persons who joined various clubs, associations and sport organizations, including participation in training, practices and boot camps.

THE SUBJECT AND SCOPE OF THE INSURANCE

§ 3

1. Depending on the type of Card and the Insured's option choice, the subject of the insurance are round-the-clock service provided for the benefit of the Insured, defined in the articles § 8–10, 15–18, (subject to provisions of §11–12, 19–21, 24, 26–27 of hereby Terms and Conditions).
2. The Sum of the Insurance for each of the scopes are specified in article 7 of hereby Terms and Conditions. Yearly accounting period are used in regard to the limits for each service (specified into detail in the service tables).
3. In case of a change of Credit card type also the scope of the Insurance changes subject to provisions of § 7 paragraphs 5&6 of hereby Terms and Conditions.
4. The Insurance Bezpieczna Podróż is valid in all countries, with exception of Poland, Country of Insured's Residence and country which citizenship is owned by the Insured. The Insurance is also valid on the deck of airplanes, ships (regardless of its flag) if the mentioned means of transport are outside Polish borders, outside the borders of the country which citizenship is owned by the Insured or the Country of Insured's residence.

INSURANCE PROTECTION COVERAGE

§ 4

1. Insurance Protection may only cover a natural person who furthermore meets the following conditions:
 - 1) Possesses a Credit Card issued by Bank BGŻ BNP Paribas S.A. based on the bilateral agreement concerning the credit card,
 - 1) In a written or oral (recorded on a phone line) form or by other means of communication accepted by the Insuring Party the person granted the consent to be admitted to the Insurance or was admitted by the Insuring Party to the Insurance for free,
 - 2) The Insured's Credit Card is active (i.e. was activated by the Client and is not restricted)
 - 3) Within the last 9 months did not cancel or withdraw from the Insurance;
2. In case the conditions mentioned in paragraph 1 above are met, the insurance protection starts:

- a. On the first day of the calendar month after the month in which the Insured's Credit Card account was charged with the first premium payment – hereby concerns Cards which are covered with the against payment insurance in accordance with Card agreement.
- b. On the first day of the calendar month after the month in which the Insured has activated the Credit Card – concerns cards which are covered with the free insurance in accordance with Card agreement (provided that the Card is still active).

And under condition that the Insured was reported to the Insurance Company by the Insuring Party, in accordance with the Insurance Agreement, with purpose to grant the Insurance Protection to the Insured. The Insured shall be reported to the Insurance Company in each consecutive monthly period under the condition that the insurance protection is still active.

3. The period of Insurance Company's responsibility in regard to one Abroad Trip begins in the moment of the Abroad Trip's start.
4. In case of Private Card Users, the Insured are admitted to the Insurance under the condition of settling the cost of the Foreign Trip (during which the insurance event occurred) with the card issued to the Insured's name. As costs of the Foreign trip the following is considered.
 - a. Cost of the Foreign trip,
 - b. Cost of the tickets for the Foreign trip,
 - c. Costs of the fuel, however the purchase of the fuel shall occur not sooner than on a day before crossing the Polish borders by the Insured (or the borders of the country of residence),
 - d. Costs of booking abroad the hotel, hostel, private apartment, camping, camper car,
 - e. Costs of renting a vehicle from a foreign, licensed rental.

In case the payments mentioned in the last sentence are made in Poland or in the country of the Insured's residence, the insurance protection starts in the moment of crossing the Polish borders or the borders of the country of residence by the Insured, however not sooner than in the moment of settling the mentioned payments with the Credit Card. In case the payment is made abroad, the insurance protection starts in the moment of settling the payment.

5. The period of Insurance Company's responsibility ends in the moment of return to the country in regard to a given Abroad Trip.

END OF THE INSURANCE PROTECTION

§ 5

1. The Insuring Party may withdraw from the Insurance Agreement concerning a given Insured within 7 calendar days counted since the day admission of the given Insured to the insurance protection. In case of such withdrawal, the Insuring Party is obliged to settle the Premium for the period, when the Insurance Company has provided the insurance protection.
2. The Insured may resign from the Insurance at any time by submitting via the Insuring Party a statement of resignation, about which the Insuring Party shall inform the Insurance Company. The resignation is effective from the Insurance Company's perspective at the end of the Month of the protection for which last premium has been settled for the Insured in question
3. After resignation from the Insurance, the Insured may join the Insurance back, subject to provisions of § 4 paragrah1 of hereby Terms and Conditions.
4. The Premium for the Insured is paid by the Insuring Party to the Insurance Company.
5. Insurance protection provided by the Insurance Company to the respective Insured expires on the end of the Month of protection, when the Insurance Agreement has expired or has been terminated, including termination by the Insuring Party or by the Insurance Company.
6. In regard to each Insured the Insurance Company's responsibility ends with the last day of the Month with insurance protection, for which the Premium has been settled (in case the insurance is free for client) or on the last day of the calendar month, for which the premium has been charged on the Insured's Credit Card account (in case the insurance is against payment for the Client), given the following events has occurred:
 - a) The Credit Card Agreement has been terminated,
 - b) The Insurance Agreement has been terminated,

- c) The Credit Card has been deactivated e.g. by expiration or its restriction,
- d) A written resignation from the Insurance by the Insured has been submitted,
- e) The Insured has died.

INSURANCE COSTS

§ 6

Insurance premium is paid by the Insuring Party jointly, on behalf of all the Insured, who met the criteria defined in § 4 paragraph 1, on terms and conditions specified in the Insurance Agreement.

SUM OF INSURANCE

§ 7

1. The value of particular Travel Insurance Sums is presented in the following table:

Scope of the insurance/ Type of a service	Insurance sums for each of the options		
	OPTION 1 (including risk of sports activity)	OPTION 2	OPTION 3
	Private Cards Owners	Business Cards Owners	
	Standard Credit card Classic Credit card, Gold Credit card, Debit card, Gold Debit card	Debit card, Standard Credit card, Charge Card, Corporate Charge Card,	Gold Charge Card, Corporate Executive Charge Card
	50 000 PLN	100 000 PLN	150 000 PLN
Medical treatment cost insurance & immediate assistance help (limits per event)			
Sudden illness and post-accident treatment costs	Up to the insurance sum	Up to the insurance sum	Up to the insurance sum
Dental treatment	500 PLN	1 000 PLN	1 000 PLN
Medical transport	12 000 PLN	30 000 PLN	30 000 PLN
Medical transport to Poland	12 000 PLN	30 000 PLN	30 000 PLN
Corpse transport	12 000 PLN	20 000 PLN	20 000 PLN
Purchase of a coffin	6 000 PLN	15 000 PLN	15 000 PLN
Travel costs of Insured's family member	10 000 PLN	30 000 PLN	30 000 PLN
Medical infoline	Unlimited	Unlimited	Unlimited
Luggage insurance, luggage delay, flight delay (limits per event)			

Luggage loss or damage	6 000 PLN	8 000 PLN	8 000 PLN
Luggage delay	1 500 PLN	3 000 PLN	3 000 PLN
Flight delay, including accommodation and board costs for the flight delay period	1 500 PLN	3 000 PLN	3 000 PLN
Concierge			
Travel Concierge Service	NO	NO	YES

2. Within the scope of each of the Insurances and within the given options of the Insurance, the Insurance Sum is lowered by each paid out amount, due to compensation/service provided within the given Insurance.
3. The Insurance Sums are given for the whole Insurance Year and are renewed after the end of an Insurance Year.
4. Limits per event define the upper limit of Insurance Company's responsibility in regard to one event.
5. The Insurance Sums are separate for each of the admitted Credit Cards of the Insured.
6. Along with the change of a Credit Card, which result is a change of Insurance scope, in accordance with provisions of § 3 paragraph 2 to hereby Terms and Conditions, the yearly Insurance Sum is accordingly lowered or increased as specified in § 7 point 1 of hereby Terms and Conditions.
7. If the Insured already used a part or whole Insurance Sum prior to the change of the Credit card and in consequence prior to the change of the Insurance scope, the used sum will be detracted from the Insurance Sum within the new, changed scope/option of the Insurance.

II. COVERAGE OF THE COSTS OF TREATMENT AND IMMEDIATE ASSISTANCE

THE SUBJECT OF THE INSURANCE

§ 8

The subject matters of hereby Insurance are:

- 1) Necessary and properly documented Costs of treatment borne by the Insured or which the Insured was obliged to pay, associated with the Insured's Sudden illness or Personal accident which occurred during a Foreign trip;
- 2) Costs associated with rendering and organization of the immediate assistance for the Insured during his foreign trip (immediate Assistance Insurance).

COSTS OF TREATMENT

§ 9

In the event of a Sudden illness or Personal accident during the Insured's Foreign trip, the Insurance Company organizes assistance and treatment up to the value of the Insurance Sum relating to the documented costs of treatment such as:

- 1) Outpatient and diagnostic tests and treatments,
- 2) Purchase of medicine, intravenous fluids and dressings, necessary aids (crutches, slings) prescribed by a Medical doctor (in connection with the Personal accident or Sudden illness covered by insurance), except for nutriments, adjuvant and beauty products,
- 3) Medical consultations, including travel of the Medical doctor from the nearest medical care facility to the place of accommodation of the Insured if his/hers health condition requires it,

- 4) Hospitalization, i.e. treatments and surgeries which could not have been put off until Return to the home country due to the Insured's health condition. The costs of hospital treatment are settled by the Alarm Center.
- 5) Dental treatment in case of acute pain or inflammation, up to the set limit (limit on all illnesses which occur during the period of Insurance Company's liability), calling for immediate medical assistance or if necessary due to a Personal accident covered by insurance,
- 6) Boarding and accommodation of the Insured abroad for the purpose of recovery, for a duration of up to 5 days and up to the set limit - in accordance with the written prescription of the attending Medical doctor, provided that these costs are accepted by the Alarm Center, in a situation where Transport to the home country cannot take place immediately after Hospitalization is over,

COSTS OF IMMEDIATE "ASSISTANCE" HELP

§ 10

As part of immediate Assistance the Insurance Company guarantees the following services and benefits:

- 1) **Round-the-clock availability of the Alarm Center.** Information is provided in Polish language.
- 2) **Medical info-line** – the Alarm Center shall guarantee the Insured the following:
 - a. Round-the-clock access to the medical info-line involving a telephone conversation with the Alarm Center's medical doctor, who, within the scope of his specialized knowledge and capabilities, shall provide verbal information on how to proceed,
 - b. Phone access to information about medicaments, their effects, interactions with other agents, counter-indications, dosage and their substitutes.

Information provided by the Alarm Center and a phone conversation with the Alarm Center's medical doctor are not of diagnostic or treatment nature and cannot be treated as the basis for any claims against the Alarm Center's medical doctor who provided it or against the Insurance Company, about which the Alarm Center or the medical doctor will inform the Insured during every phone conversation.

- 3) **Medical transport** in the event of a Sudden illness or Personal accident of the Insured. The Insurance Company covers documented costs of medical transport (up to the value of the Insurance Sum):
 - a) Transport of the Insured from the site of the Personal accident or Sudden illness to the nearest Hospital or medical care facility (and return to the location from which the Insured may continue his travel, provided that continuation is recommended by the attending Medical doctor),
 - b) Transport of the Insured to another medical care facility, if the medical care facility in which the Insured is staying is unable to provide care appropriate to his health condition, in accordance with a written recommendation of the attending Medical doctor, after consultation with the Alarm Center,
 - c) Transport of the Insured to Poland (a place of residence or a medical care facility nearest to the place of residence, at which treatment may be continued), if the health condition of the Insured requires it and if the transport was made in accordance with a written recommendation of the attending Medical doctor approved by the Alarm Center. The Insurance Company starts organizing the services in a situation when the means of transport initially planned to be used by the Insured cannot be used for medical reasons.
 - d) In regard to the Foreign nationals, the Alarm Center shall cover the costs of medical transport to the Poland or the country indicated by the Insured, provided that the cost of transport and of organizing transport to the country indicated by the Insured is not higher than the cost of transport and of organizing transport to Poland (Warsaw).

- 4) **Costs of stay and travel of a person called by the Alarm Center to accompany the Insured** – if the Insured is not accompanied by any adult during his foreign trip, and the anticipated duration of Hospitalization of the Insured is more than 7 days, the Alarm Center shall organize travel of the person named by the Insured to the site of Hospitalization and back to Poland to the place of residence of the person named by the Insured. The Alarm Center covers the costs of an appropriate means of transport and the costs of stay for duration of up to 7 days (limited to 100 EUR per a day of stay) if the presence of a person to accompany the Insured is necessary and advised in writing by

the attending Medical doctor. The travel expenses may be covered maximally up to the limits specified in § 7.

- 5) **Costs of flight delay** – compensation is payable under the insurance coverage to the Insured who holds a valid ticket for an international, regular flight (excluding chartered flights) in connection to a flight delayed by at least 4 hours in relation to the scheduled departure time. The Alarm Center commits itself to cover documented costs, which were borne by the Insured in relation to the purchase of necessities of life products (clothing, toilet articles, food etc.) and in relation to booking of the additional accommodation, travel to and from the airport (does not apply in Poland, Country of Residence or the Country which citizenship is owned by the Insured).
- 6) **Transport of body** – in the event of Insured's death, the Insurance Company covers documented costs of transporting the Insured's body (up to the benefit limit) to the burial site in Poland or covers the costs of a burial abroad. If the local laws require that the body shall be transported in a casket, the Insurance Company shall purchase a temporary casket. The Alarm Center chooses the way in which the body will be transported. In regard to the Foreign nationals, the Alarm Center shall cover the costs of transporting the body to Poland or to another country indicated by the Insured's family, provided that the costs of transporting and organization of transport of the Insured's body to the indicated country is not higher than the cost of transporting and organization of transport of the Insured's body to the Republic of Poland (Warsaw).

UPPER LIABILITY LIMITS

§ 11

- 1) The Insurance Company shall be held liable for the “Costs of Treatment” Insurance and Immediate Assistance Insurance up to the Sum of Insurance specified in article 7 paragraph 1 of hereby Terms and Conditions, taking into account the limits for the particular benefits provided for the Insured specified in article 7 paragraph 1 of hereby Terms and Conditions, subject to provisions concerning exclusions of covered costs specified in § 9-10 of hereby Terms and Conditions.
- 2) The Insurance Company shall cover exclusively the costs of benefits resulting from the “Costs of Treatment” Insurance and Immediate Assistance Insurance, which have been approved and organized by the Alarm Center unless it was impossible to contact the Alarm Center due to reasons beyond control of the Insured —in such case the Insurance Company shall reimburse the Insured for any reasonable expenses, covered by the insurance scope.
- 3) The Insurance Company shall not be liable for losses incurred by persons to whom services are provided under the “Costs of Treatment” Insurance and Immediate Assistance Insurance, which arose in connection with providing the mentioned services. The Insurance Company shall, if necessary, provide, at the Insured's request, information necessary to establish contact with the service provider regarding possible claims as well as hand over to the Insured a copy and, if possible, also the original documents concerning the service order. If it is not possible to provide the original documents, the Insurance Company shall, at the Insured's request, issue a certificate confirming that the order has been made by the Insurance Company to an external contractor.

EXCLUSIONS

§ 12

- 1) The Insurance Company shall not be liable for medical expenses, medical transport, transport of a body and immediate assistance in regard to diseases, including chronic diseases, existing prior to concluding the Insurance Contract, and their consequences.
- 2) The Insurance Company shall not be liable for medical expenses, medical transport, transport of a body and immediate assistance if due to health considerations there were contraindications for the Insured to travel abroad and they were specified in the Insured's medical documentation.
- 3) The Insurance Company shall not be liable for consequences of Sudden Illness and Personal Accidents as well as other events connected to:

- a. Medical expenses that exceed the scope necessary for to make a recovery allowing a person Return or Transport to the Home Country. The decision qualifying medical services as necessary shall be made by the Insurance Company's consultant Medical Doctor based on written medical documents;
 - b. Outpatient treatment, hospitalization, or providing with lodging in the event the Insured refuses to Return to the Home Country against the decision of the Alarm Center's Medical Doctor. Such decision shall be made by a consultant Medical Doctor of the Alarm Center based on the opinion of the leading Medical Doctor;
 - c. Outpatient treatment, hospitalization, accommodation in the event when, according to the opinion of the Alarm Center's Medical Doctor, the moment of starting treatment may be delayed until the Insured's Return to the Home Country;
 - d. Conducting examinations that are redundant to diagnose or cure a disease, follow-up examinations as well as obtaining medical certificates and making preventive vaccinations;
 - e. Trips aimed at conducting a planned treatment as well as complications connected with such treatments;
 - f. Psychoanalytic or psychotherapeutic treatment;
 - g. Treatment in a sanatorium, recovery in a holiday facility or rehabilitation Center for addicts;
 - h. Plastic surgeries or cosmetic procedures;
 - i. Treatment of mental disorders, depressions, congenital defects, venereal diseases (STDs) and AIDS, even when they have not been previously treated;
 - j. Special nutrition of the Insured, massages and baths, inhalation(s), curative gymnastics, exposure to radiation, unconventional medicine procedures (even if some of such measures were recommended by a Medical Doctor) and other rehabilitation and physiotherapy treatment;
 - k. Abortion procedures unless performed in order to save life or health of the Insured, and which is allowed by the law(s) of the country where the procedures is performed;
 - l. Prosthetic and dental treatment exceeding the equivalent of the limit indicated in the table of benefits and if it did not result from sharp pain or inflammatory condition that require immediate and necessary aid.
- 4) Furthermore, the Insurance Company shall not cover the following costs, including the Costs of Treatment related to or resulting from:
- a. Epidemics or contamination if they broke out or were announced prior to the Insured's Trip Abroad;
 - b. Diagnosis and planned management of pregnancy;
 - c. Complications occurring after 32nd week of pregnancy;
 - d. Delivery that occurred after 32nd week of pregnancy;
 - e. Artificial insemination and any other infertility treatment as well as connected with purchase of contraceptives;
 - f. Using other than standard services while staying in Hospital, such as using radio receivers, television sets, using hairdressing or cosmetic services, etc.;
 - g. Causes other than those mentioned in the list of general exclusions mentioned in **§ 24 of hereby Terms and Conditions.**
- 5) The Insurance Company shall not cover the costs connected with the necessity of earlier Return to the Home Country in order to undergo planned diagnostics or treatment if the sick person did not require treatment to be started abroad and to be urgently continued in Poland, as confirmed by the Alarm Center's medical doctor.
- 6) The Insurance Company shall not cover further costs of assistance services if the Insured refused to Return to the Home Country despite recommendations of the Alarm Center's medical doctor.
- 7) The Insurance Company shall not cover the costs of primary reconstruction of knee ligament apparatus.
- 8) The Insurance Company shall not cover the costs of treatment on the territory of Poland.

PROCEDURE IN CASE OF AN EVENT OCCURRENCE

OBLIGATIONS OF THE INSURED

§ 13

In case of an event caused by Sudden Illness or Personal Accident during a Foreign trip, the Insured is obliged to:

1. Immediately contact the Alarm Center at the following telephone number: +48 22 205 51 88 in order to obtain assistance in the scope of organizing services or a guarantee to cover the costs of medical services as well as the costs of medical transport and corpse transport (which is required in order for the Insurance Company to assume liability). When contacting the Alarm Center, the Insured or a person authorized by him/ her shall:
 - a. Provide the name, surname of the Insured as well as the date of birth or PESEL of the Insured,
 - b. Provide the first 6 and last 4 numbers of the Insured's Credit Card number,
 - c. Explain accurately to the attendant the status of the Insured;
 - d. Determine what assistance is needed by him/her.
2. Follow the instruction of the Alarm Center. Provide information and necessary authorizations, and allow the Alarm Center to conduct the activities necessary to establish the circumstances of the loss occurrence, whether the claim and its amount are justified.
3. Authorize leading Medical Doctors domestically and abroad to provide the Alarm Center with any information concerning the Insured and his/her ailment in order to allow the Alarm Center to conduct the necessary activities to establish the circumstances of the event occurrence, as well as whether the claim and its amount are justified. Refusal to grant authorization shall mean abandoning the claim.
4. Cooperate with the Alarm Center to the extent necessary to allow obtaining medical documents stating diagnosis and description of the course of treatment along with the results of examinations.

REIMBURSEMENTS

§ 14

1. If the Insured, due to reasons beyond his/her control, has not complied with the obligations mentioned in § 13 and given that he/she incurred expenses at the site of the event and wishes to request to be reimbursed for such expenses, he/she is obligated to submit a written claim to the Insurance Company. The documents shall be sent to the Alarm Center address of the authorized Insurance Company representative:

Europ Assistance Polska Sp. z o.o.
Reimbursement Department
Wolaska 5 Street, Taurus Building
02-675 Warsaw

2. Making a claim for the payment of compensation for medical expenses, medical transport, transport of a body and immediate assistance shall contain the following:
 - a. Bank account number,
 - b. A detailed description of the event's circumstances,
 - c. The original or a copy of the medical documents regarding the damage, containing an accurate diagnosis and recommended treatment,
 - d. All invoices, receipts, confirmation of payment to allow the Insurance Company to determine the total costs of treatment incurred by the Insured.
3. The benefit shall be paid in Poland, in local currency (PLN), in accordance with the average exchange rate announced by the National Bank of Poland, valid on the date of determining the amount of expense, as specified in paragraph 1, except the costs reimbursed directly to the Foreign Service contractors.

III. LUGGAGE INSURANCE AGAINST LOSS, DAMAGE, OR DELAY OBJECT AND SCOPE OF THE INSURANCE

§ 15

The objects of the insurance are the Insured's belongings contained in his/ her Luggage.

§ 16

Luggage shall be considered as covered by the insurance if it is under a direct care of the Insured or if the Insured:

- 1) Has placed the Luggage under the care of a professional Carrier on the basis of a relevant shipping document;
- 2) Placed the Luggage in the Luggage storage and obtained a receipt for it;
- 3) Left the Luggage in a locked room occupied by the Insured at the place of accommodation (excluding a tent);
- 4) Left the Luggage in a separate locked room for luggage at a ((railway, bus) station/ an airport);
- 5) Placed the Luggage in a locked luggage hold or locked car trunk (in the case of cars with a central lock covering the trunk or luggage hold and cars with the driver's cabin connected to the luggage hold or trunk), and Luggage loss is confirmed by a relevant document;
- 6) Has placed the Luggage in a locked trailer cabin or cabin of a vessel.

LUGGAGE LOSS OR DAMAGE

§ 17

The Insurance Company shall pay the Insured a compensation amounting to the repair cost of the damaged Luggage or the value of the Luggage lost by the Insured on the condition that the loss was caused by:

- 1) The occurrence of a random event: a fire, hurricane, inundation, flood, rainstorm, hail, avalanche, direct thunderbolt, earthquake, collapse, or landslide;
- 2) Destruction or damage of the insured Luggage in the course of rescue operation conducted in connection with fortuitous events mentioned in point 1 above;
- 3) An accident in land, water, or air communication;
- 4) Burglary with a break-in to the rooms mentioned in § 16 or Robbery;
- 5) Personal Accident or Sudden illness as a result of which the Insured was deprived of the possibility to take care of and securing his/ her Luggage;
- 6) Loss in the event when the Luggage was under the care of the professional carrier based on a shipping document.

LUGGAGE DELAY

§ 18

The Alarm Center commits itself to reimburse the documented and reasonable expenses covered by the Insured and which incurred in connection to the Luggage delay of more than 4 hours counting from the moment of reaching destination, which furthermore has not been covered or compensated for by the professional carrier. Luggage Delay must be documented by the relevant confirmation issued by the professional carrier (the original or copy of the confirmation), and the expenses incurred have to be documented by the original receipts or till receipts.

EXCLUSIONS

§ 19

- 1) The following costs are not covered by the Insurance:
 - a. Damage resulting from losing or leaving the luggage;
 - b. Occurred during removal;

- c. Damage in the meaning of damaged luggage containers (suitcases, trunks, etc.);
 - d. Damage resulting from defects in the luggage containers;
 - e. In consequence of normal wear and tear, damage or destruction of an insured object in connection with its use, self-ignition, self-destruction, and leakage, and in the event of objects breaking or in a glass container – breaking or loss of value of an insured object;
 - f. Which occurred as a result of theft without breaking and entering or using duplicate keys in the circumstances provided for in § 16 paragraphs 5&6
 - g. Which occurred as a result of Burglary with a break-in and entering from a roof rack in a vehicle where at least one wall of the roof rack was made from a weak material (such as tarpaulin) or when the roof rack has not been fitted with a lock;
 - h. Which occurred due to defects in the used cameras and other electronic devices or running electricity during their operation unless operation of electricity was caused by fire;
 - i. Which occurred due to other reasons than those mentioned in the list of general exclusions in § 24 of hereby Terms and Conditions.
- 2) Furthermore, the insurance coverage shall not apply to:
- a. Means of payment (charge/credit cards, cash, etc.), travelling tickets, vouchers, savings account book, savings bonds, securities;
 - b. Keys;
 - c. Jewelry, objects made of precious metals and stones;
 - d. Works of art, collector's and numismatic sets, documents, and manuscripts;
 - e. Musical instruments;
 - f. Any type of fuels and weapons;
 - g. Water equipment such as pontoons, pedal boats, etc.;
 - h. Objects used for manufacturing and service-related activities of the Insured;
 - i. Car accessories, camping trailer equipment, small camping trucks and boats;
 - j. Computer equipment;
 - k. Sports equipment including bicycles, tents, and wind screens, skiing equipment, etc.
 - l. Medical equipment, drugs, and prostheses;
 - m. Objects made of fur or lined with natural fur;
 - n. Portable phones;
 - o. Video games.

§ 20

- 1) The amount of compensation in the event of luggage loss or damage shall be determined in accordance with costs of repair or according to the actual value of an object while taking into account the degree of its actual wear. The value of objects is determined by the Insurance Company on the basis of the original purchase receipts or based on the value of a new object having identical properties as the original object on the date of the event.
- 2) In the event when the Insured is entitled to compensation from a Third Party, which is obligated to compensate for the loss (with reference to luggage), the Insurance Company shall reduce the amount of compensation for the loss or damage of the luggage by the amount that the Insured has obtained as compensation from a Third Party.

§ 21

When establishing the scope of the loss, the following shall not be taken into account:

- a. Scientific, collector's, historic, memento/ keepsake value of the objects in question;
- b. Costs incurred to treat contamination left by the damage.

PROCEEDINGS IN THE EVENT OF LOSS, DAMAGE OR DELAY OF TRAVELLER'S LUGGAGE/ OBLIGATIONS OF THE INSURED

§ 22

The Insured is obliged to take actions and apply regulations aimed at preventing losses, particularly by maintaining due care in watching over the Insured's property. In case an insurance event occurs, the Insured is obligated to:

- 1) Prevent the loss from increasing;
- 2) Secure proof of loss in the events of luggage loss, destruction and damage;
- 3) Secure damaged or destroyed objects in order to allow an inspection to be made by the Insurance Company's representative;
- 4) Notify the Police about all cases of Burglary, Robbery, or loss of objects covered by the Insurance and obtain a written confirmation of it with specification of the objects lost (type, amount) and estimation of their value.
- 5) Notify the relevant carrier or hotel manager, manager of a holiday facility, camping site, guarded car park, etc. about each instance of the loss occurrence, which occurred on a public transport mean or place of accommodation as well as to obtain a written confirmation of submitting such notification with specification of the objects lost (type, amount) and estimation their value;
- 6) Submit a compensation claim to the Alarm Center within 10 days after the Foreign Trip is finished.

Notification along with proper documentation shall be sent to the Alarm Center and shall contain the following:

- a. Name and Surname as well as birth date or PESEL number
- b. Provide the first 6 and last 4 numbers of the Insured's Credit Card number,
- c. detailed description of circumstances with respect to the loss;
- d. a list of objects damaged or lost, determining their value and year of purchase;
- e. Proof of luggage loss, destruction or damage.

§ 23

- 1) In case the Insured has recovered the lost things, the Insured is obligated to immediately notify the Alarm Center about such fact.
- 2) The Insured shall be entitled to the Lost Luggage Benefit on condition that the Lost Luggage is not recovered by the Insured. In case the Luggage for which compensation has been paid out is recovered by the Insured, the amount of compensation paid shall be returned.

V. GENERAL EXCLUSIONS

§ 24

- 1) The Insurance Company shall bear no responsibility for any losses occurring on the territory Poland, on the territory of the Country of residence or the Country whose citizenship is held by the Insured.
- 2) The Insurance Company shall bear no responsibility for any losses which occurred from deliberate or grossly negligent action of the Insured.
- 3) The insurance coverage shall not extend to any losses which occurred as a result of:
 - a. Acts of war, warfare or as a consequence of armed conflicts;
 - b. Active participation in unrests and riots, coups-d'état or terrorist acts;
 - c. Nuclear fission or radioactivity of any type, regardless of their origin, source and manner of affecting the Insured;
 - d. Epidemics, chemical contaminations, if broken out and announced before the Insured set on travelling;
 - e. The Insured's participation in bets or brawls, exclusive of any action taken under defense-of-necessity conditions;
 - f. Mental illness, mental retardation or deficiency or psychic disturbances of the Insured and the effects thereof, in particular convulsive attacks;

- g. Driving a motor vehicle by the Insured despite lack of authorization in the understanding of valid laws;
- h. Insured's failure to obey the ban on driving motor vehicles, operate machinery and staying on high altitudes while treated with concentration-debilitating medicines (as stated in the drug manufacturer's leaflet)
- i. Insured's remaining under the influence of alcohol or other intoxicants, psychotropic materials or their derivatives in the understanding of the Anti-Narcotic Act from 29th July 2005 (Dz. U. No 179 from 2009, position 1485)
- j. Insured's remaining under the influence of medicine not prescribed by a Doctor and medicating in conflict with prescription;
- k. Stay at places with extreme climate or natural conditions (excluding participation in trips lasting no longer than 2 days, organized by entities which have professional rights to organize such trips; the necessary condition to receive the services under such conditions is possession of an original invoice issued by mentioned entities)
- l. Amateur or professional sport activity,
- m. Practicing any high-risk Sports;
- n. Working for money or providing services abroad, both connected to physical work,
- o. Participation in car races;
- p. Aircraft accident, in case that the Insured has been a passenger of an unlicensed airline;
- q. Insured's participation in his active service in armed forces of any country;
- r. Amateur water and winter sports (only regards Option 2 and 3)

PROCEEDINGS IN CASE OF AN ASSISTANCE EVENT OCCURENCE - OBLIGATIONS OF INSURED

§ 25

In case an event covered by the insurance protection occurs, the Insured, before taking any actions on his/her own, shall take the following steps:

1. Immediately contact the Alarm Center to receive help (this is the condition for the Insurance Company to take the responsibility). During the contact with the Alarm Center, the Insured or a duly authorized person, shall provide the following information:
 - a. Name and Surname of the Insured,
 - b. PESEL number of the Insured,
 - c. First 6 and last 4 numbers of the Insured's Credit Card number,
 - d. Short description of the event and specification of needed help,
 - e. Phone number under which the Insured or the duly authorized person may be reached,
 - f. All other information necessary for the Alarm Center to provide the service.
2. Follow the directions given by the Alarm Center. Provide the information and necessary authorization as well as allow the Alarm Center to conduct any actions necessary to state the circumstances of the event, the legitimacy and the amount of the benefit.
3. Furthermore, the Insured should:
 - a. Provide the employee of the Alarm Center or other representative of the Insurance Company with an explanation regarding the event, necessary to state the liability of the Insurance Company and the scope of the Insurance Company's services.
 - b. Provide the Expert sent by the Alarm Center with all the necessary authorizations,
 - c. Do not entrust execution of the service (which should be provided by the Insurance Company) to other persons unless the Alarm Center does not begin to execute the service within two hours after the claim registration (unless agreed otherwise by the Alarm Center and the Insured) or the Alarm Center agrees to let other person provide the service,
 - d. Cooperate with the Alarm Center in a scope necessary to provide the service.
4. If the Insured did not fulfill any of the provision in points 1-3 above, the Insurance Company may adequately reduce the service if the violation has cause the damage to increase or rendered the Insurance Company unable to review the circumstances and consequences of the event.

TRAVEL CONCIERGE SERVICE

§ 26

On Insured's request, the Alarm Center shall organize the services (cost of the service will be covered by the Insured) and shall provide the information about the following:

1. Support by planning and organization of touristic trips with characteristics specified by the client in regard to his habits, specific wishes and additional tourist attractions (i.e. canoeing, climbing, ballooning, diving, safari, sailing),
2. Administrative support in case of document loss when abroad, information about procedures and help in contacting appropriate foreign authorities.
3. Information about weather and climate conditions in a country in question, temperature in chosen localizations, and weather conditions on roads, obligatory vaccines, and procedures connected to applying for visa, touristic attractions in chosen localizations.
4. Help by retrieval and repeated dispatch of the lost or late luggage,
5. Organization of a car rental in Poland and abroad, in accordance with type and make chosen by client,
6. Organization of translator's help while abroad or organization of translation by phone;
7. Touristic information (touristic attractions, addresses of travel agencies, possibility to book hotels and rent cars, obligatory vaccines and visas); Communication information (suggested connections and detours, localization of gas stations, addresses of car services, time of expected queues on borders, public communication schedules)
8. Organizing booking, purchase and delivery of train or airplane tickets to a specified address;
9. Organization of services connected to car servicing, i.e. car wash, repair, maintenance and booking of those in a car service station;
10. Information about cultural events, i.e. exhibitions, classical music concerts, opera, theater shows, movie shows, musicals, music festivals, popular music concerts, jazz concerts as well as sport events (championships, horse racing, tennis tournaments, polo games, golf tournaments, ski jumping), including organization of booking, purchase and delivery of tickets to the mentioned events;
11. Organization of sport equipment;
12. Organization of booking in a fitness club and rental of a personal trainer, visits at health and beauty salons, at hairdressers, make-up artist, wardrobe consultant or organization of trips to SPA resorts.

VI. JOINT PROVISIONS

THE TERMS OF DEFINING THE SETTLEMENT AND PAYMENT

§ 27

- 1) If the Insured due to intentional guilt did not meet any of the obligations specified in § 13, § 14, § 22, § 23, § 25 of hereby Terms and Conditions, the Insurance Company hereby reserves itself the right to refuse to pay the benefit, reduce or cover the benefit up to the amount the Insurance Company would have otherwise incurred, if it had arranged the services on its own.
- 2) Deciding on the legitimacy of a claim and the amount of a benefit/compensation is conducted with complete documentation, as specified in hereby Terms and Conditions, in a scope required in the course of determining the claim's legitimacy, delivered by the Insured or any duly authorized person. The Insurance Company nonetheless reserves itself the right to verify the submitted documentation and to consult experts in case of any doubts.

§ 28

- 1) The Insurance Company shall pay the benefit/compensation up to the amount of the Insurance Sum within the individual insurances provided and based upon the appropriate Insurance option as specified in a§ 3 paragraph 2 of hereby Terms and Conditions.

- 2) The Insurance Company shall pay the benefit/compensation to the Insured or any duly authorized person within thirty (30) days since the receipt of notification about an insured event, unless clarification of the circumstances necessary for determination of liability or of the benefit/compensation amount has been proven unfeasible to be done within such thirty-day period, in which case the benefit/compensation shall be paid within fourteen (14) days after the date when the mentioned clarification of the circumstances proved possible while maintaining due diligence – whereas the Insurance Company shall pay the portion of benefit/compensation proving undisputable in light of the documents submitted within thirty (30) days of receipt of the notification of the accident.
- 3) Upon demand of the Insurance Company, the Insured is obligated to present additional documents which are considered by the Alarm Center as indispensable for stating whether the claim or the benefit/compensation amount is legitimate.
- 4) The benefit/compensation due shall be paid on the territory of Poland and in the Polish currency (PLN). If the Insured has incurred any expenditure in a foreign currency while travelling, then the benefit/compensation shall be converted at the average rate fixed by the National Bank of Poland for currencies valid for the date of the benefit/compensation payment
- 5) Benefits are paid by the Alarm Center, which operates as the Insured's authorized representative.

RECOURSE CLAIMS

§ 29

- 1) As of the day when the Insurance Company reimburses the covered costs, the claim by the person responsible for the damage shall be transferred to the Insurance Company up to the amount of the reimbursement paid, in accordance with provisions of law.
- 2) In the event that the Insured has waived the rights vested therein in regard to Third Parties without the Insurance Company's consent, exemption of Third parties from debt or any other actions resulting in ceased indemnity or obligation to pay on the part of any Third Parties, then the compensation, once paid, is subject to reimbursement.
- 3) If the Insurance Company has covered only a part of the costs, the Insured has the priority to receive the compensation for the remaining part of the claim.
- 4) The claims of the Insured to the closest persons and the persons for whom the Insured is responsible shall not be transferred to the Insurance Company, unless the damage was done intentionally
- 5) The Insured is obliged to provide the Insurance Company with help by inquiring for recourse claims, including delivery of the necessary documentation and provision of all necessary information.

FINAL PROVISIONS

§ 30

With regards to any matters not regulated herein, the currently valid Polish law shall be applicable, including the Polish Civil Code, the Insurance Activity Act and other relevant legal acts.

§ 31

- 1) In the event that the Insured or any person authorized to advance a claim has not accepted the Insurance Company's decision to refuse provision of a claim or is unsatisfied with the scope of the claim provision, or has lodged any other claims or complaints, he may apply via the Alarm Center for reconsideration of the concerned case.
- 2) The application mentioned in paragraph 1 shall be considered within thirty (30) days of receipt thereof by the Alarm Center.
- 3) Furthermore, if the Insured, or any person authorized to advance a claim, has not accepted the Insurance Company's decision to refuse satisfaction of a claim or has not accepted the scope in which the claim has been satisfied, he or she may lodge a complaint to the Insurance Ombudsman who acts

under the Act of 22nd May 2003 on insurance and pension supervision and the Ombudsman for the Insured persons (i.e. Journal of Laws No. 122, item 1153, as amended).

§ 32

- 1) All litigations resulting from the Insurance Agreement shall be judged by common court-of-law with jurisdiction over the registered seat of the Insurance Company, the Insuring Party, the Beneficiary or the individual entitled under the Insurance Agreement.
- 2) The claims based on the Insurance Agreement shall be considered under the jurisdiction of Polish courts.

§ 33

Hereby Terms and Conditions come into force on **1st April 2015**.