



General Terms and Conditions of Insurance
Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna
Vienna Insurance Group

**Applicable to the cost of medical treatment
outside the Republic of Poland and
the country of permanent residence**

**Information on essential provisions of the general terms and conditions of insurance,
as referred to in Article 17(1) of the Insurance and Reinsurance Act**

Type of information	GTCI section
Circumstances the occurrence of which obligates Wiener TU S.A. Vienna Insurance to pay compensation	§ 1(4), § 3(1) to (3), § 3(5), § 6, § 10(1), (2), (4), (5), (8) and (9), § 11, § 12 Clause no. 1 – § 1(1) and (3), § 4, § 5, § 6, § 7 Clause no. 2 – §§ 1, 2, 3, 6 Clause no. 3 – §§ 1, 2, 3, 4, 8 Clause no. 4 – §§ 1, 2, 3, 4, 5, 8, 9 Clause no. 5 – § 1 Clause no. 6 – §§ 1, 2 Clause no. 7 – § 1; Clause no. 8 – § 1 Clause no. 9 – §§ 1, 2, 3, 6 Clause no. 10 – § 1 Clause no. 11 – §§ 1, 2, 3 Clause no. 12 – § 1 Clause no. 13 – §§ 1, 2, 3, 4, 7, 8, taking into account the terms defined in § 2 of the main body of these GTCI
Limitations and exclusions of Wiener TU S.A. Vienna Insurance Group's liability authorizing it to refuse the payment or to reduce the amount of compensation	§ 3(4), § 4, § 6(1) to (3), § 7(1), (2) and (4), § 10 (3), (9) and (10), § 11 Clause no. 1 – § 2(1), § 3, § 4(3), § 6(1), § 7(9) and (11) Clause no. 2 – § 4(1) and (2), § 5 Clause no. 3 – § 5, § 6(1), § 7, § 9 Clause no. 4 – § 5, § 6(1), § 7, § 9 Clause no. 5 – § 2 Clause no. 6 – §§ 3, 4 Clause no. 7 – § 2; Clause no. 8 – § 2 Clause no. 9 – § 3(2), § 4(1), § 5 Clause no. 10 – §§ 2, 3 Clause no. 11 – § 3, § 4(1), § 5 Clause no. 12 – § 2(1) and (2), § 3 Clause no. 13 – § 3(2) to (5), § 4, § 5(1) to (4), § 6, § 7(3), § 8(6) and (11), taking into account the terms defined in § 2 of the main body of these GTCI

Table of contents

	Page
§ 1 GENERAL PROVISIONS	4
§ 2 DEFINITIONS	4
§ 3 SUBJECT AND SCOPE OF INSURANCE	6
§ 4 EXCLUSIONS OF LIABILITY OF WIENER TU S.A. VIENNA INSURANCE GROUP	7
§ 5 INSURANCE CONTRACT	8
§ 6 COMMENCEMENT AND CONCLUSIONS OF LIABILITY OF WIENER TU S.A. VIENNA INSURANCE GROUP	9
§ 7 SUM INSURED	10
§ 8 INSURANCE PREMIUM	10
§ 9 CANCELAN AND TERMINATION OF INSURANCE CONTRACT, WITHDRAWAL FROM INSURANCE CONTRACT	11
§ 10 OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON AND COURSE OF ACTION IN THE CASE OF OCCURRENCE OF AN INSURED EVENT	12
§ 11 DETERMINATION OF THE AMOUNT OF COMPENSATION OR BENEFIT	13
§ 12 PAYMENT OF COMPENSATION OR BENEFITS	13
§ 13 CLAIMS FOR RECOURSE	13
§ 14 COMPLAINTS	14
§ 15 FINAL PROVISIONS	14

CLAUSES

CLAUSE NO. 1 ACCIDENT INSURANCE	15
CLAUSE NO. 2 ASSISTANCE SERVICES	17
CLAUSE NO. 3 TRAVEL LUGGAGE AND BUSINESS EQUIPMENT INSURANCE	18
CLAUSE NO. 4 SPORTS EQUIPMENT INSURANCE	21
CLAUSE NO. 5 INSURANCE COVERING THE COST OF TREATMENT INCURRED IN CONNECTION WITH A SUDDEN ILLNESS RESULTING FROM CHRONIC ILLNESSES	23
CLAUSE NO. 6 INSURANCE COVERING THE COST OF TREATING TROPICAL DISEASES	24
CLAUSE NO. 7 INSURANCE COVERING THE COST OF TREATMENT INCURRED IN RELATION TO PRACTISING AMATEUR WINTER SPORTS	24
CLAUSE NO. 8 INSURANCE COVERING THE COST OF TREATMENT INCURRED IN RELATION TO PRACTISING PROFESSIONAL SPORTS AND HIGH-RISK SPORTS	24
CLAUSE NO. 9 SEARCH AND RESCUE INSURANCE	25
CLAUSE NO. 10 INSURANCE COVERING THE COST OF TREATMENT INCURRED IN CONNECTION WITH THE PURSUIT OF GAINFUL EMPLOYMENT	26
CLAUSE NO. 11 INSURANCE COVERING TRAVEL EXPENSES OF A SUBSTITUTE EMPLOYEE OR THE COST OF HIRING A DRIVER	26
CLAUSE NO. 12 THIRD-PARTY LIABILITY INSURANCE IN PRIVATE LIFE	27
CLAUSE NO. 13 INSURANCE COVERING COSTS INCURRED IN RELATION TO TRAVEL DELAYS, CANCELLATION OF ACCOMMODATION AND TRAVEL TICKETS	28

§ 1 GENERAL PROVISIONS

1. Pursuant to these General Terms and Conditions of Insurance applicable to the costs of medical treatment outside of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group, hereinafter referred to as Wiener TU SA. Vienna Insurance Group, concludes insurance contracts with natural persons, legal persons or other organizational units without legal personality – hereinafter referred to as the Policyholders.
2. Insurance contracts may also be concluded for and on behalf of third parties. The provisions of GTCI shall also apply mutatis mutandis to a third party listed in the insurance contract, for the account of which the insurance contract was concluded.
3. Upon the consent of the parties, the insurance contract may be expanded to include additional or different provisions, other than those specified in GTCI. However, these provisions and any amendments to the insurance contract already concluded must be in writing, otherwise being null and void.
4. Pursuant to GTCI, Wiener TU SA. Vienna Insurance Group provides insurance cover to domestic persons, i.e. persons residing permanently in the territory of the Republic of Poland (RP), or to foreigners, during their travels and stays outside the territory of the Republic of Poland and the country of permanent residence, with regard to the costs of medical treatment, subject to § 4(4)(1).
5. Pursuant to GTCI, Wiener TU SA. Vienna Insurance Group also provides insurance cover to persons leaving the Republic of Poland and the country of permanent residence during trips organised by travel agencies.

§ 2 DEFINITIONS

The terms used in these GTCI shall have the following meaning:

- 1) **practice of amateur sports** – a form of physical activity undertaken by the Insured Person for leisure, entertainment and for the purpose of regaining mental and physical strength (with the practice of professional sports not included);
- 2) **practice of amateur winter sports** – a form of physical activity undertaken by the Insured Person in winter for leisure, entertainment and for the purpose of regaining mental and physical strength (with the practice of professional sports not included);
- 3) **fight** – a mutual clash involving with violation of personal inviolability of its participants who exchange punches, acting simultaneously as attackers and defenders. Participating in the event in order to restore public order in connection with the performance of professional duties and acting in self-defence shall not be deemed taking part in a fight;
- 4) **Wiener TU S.A. Vienna Insurance Group Emergency Centre (the so-called "Emergency Commissioner")** – an entity having representa-

tive offices outside the territory of the Republic of Poland and being responsible for handling claims, inter alia those related to insurance schemes covering the costs of medical treatment and assistance provided to the Insured Persons, with the name, address and telephone numbers thereof specified in the policy or in another insurance document;

- 5) **chronic illness** – a long-term illness diagnosed before the commencement of insurance cover, usually lasting for months or years (including periods of exacerbation or remission), treated on a permanent or periodical basis;
- 6) **tourist event** – any foreign travels and tourist stays of the Insured Person organised by a travel agency, based on a consolidated itinerary and offered under a common price, where such services include an overnight stay or last more than 24 hours, or where the itinerary provides for a change of the place of stay;
- 7) **country of permanent residence** – a country indicated in the insurance application in which the Insured Person is authorised to settle or a country in which the Insured Person holds citizenship or is covered by a social insurance scheme;
- 8) **rehabilitation treatment** – medical treatment recommended by a physician, aimed at restoring, to the highest degree possible, the mental and physical fitness of the skeletal, muscular and nervous systems and at eliminating mental disorders and reactions. Rehabilitation treatment shall also include rehabilitation and all types of rehabilitation procedures;
- 9) **number of man-days** – the product of the number of Insured Persons and the number of days on which such persons are subject to insurance cover;
- 10) **sudden illness** – a medical condition that threatens the life or health of the Insured Person, occurring suddenly during the period of liability of Wiener TU S.A. Vienna Insurance Group, outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment prior to finishing the trip;
- 11) **outcomes of chronic illnesses** – a sudden illness having the form of aggravated symptoms of a chronic illness, occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group, outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment prior to finishing the foreign trip;
- 12) **accident** – a sudden event occurring outside the territory of the Republic of Poland and the country of permanent residence during the period of liability of Wiener TU S.A. Vienna Insurance Group, caused by an external factor and result-

- ing in the Insured Person suffering, against his or her will, an injury or a health impairment that cause a permanent damage to health or death;
- 13) **hospital stay** – a stay by an Insured Person in a hospital or clinic, as a result of an accident or illness. Within the meaning of GTCI, the day of hospital stay shall be the calendar day on which the Insured Person stayed in a hospital, regardless of how long this stay lasted on a given day. The first day of hospital stay shall be the date of admission to, and the last day – the day of discharge from the hospital;
 - 14) **open policy** – a document confirming the conclusion of an insurance contract under which the turnover of Insured Persons belonging to a uniform group and qualified as being a part of the same risk group may occur;
 - 15) **gainful employment** – activities undertaken by an Insured Person outside the territory of the Republic of Poland and the country of permanent residence, for which the Insured Person receives remuneration, regardless of the legal basis of employment;
 - 16) **high-risk sports** – types of physical activity practised under high-risk conditions, resulting in a high probability of an accident; high-risk sports shall include the following:
 - 1) Aline climbing, Himalayan climbing, underground alpinism, rock or ice climbing, bouldering, parkour, canyoning, trekking at elevations exceeding 2,500 m asl;
 - 2) combat sports and martial arts, defence sports, equestrian, diving with breathing apparatus and scuba diving, free-diving, rafting, hydrospeed, kiteboarding, zorbing or any other water sports practised in mountain rivers;
 - 3) aviation sports, parachute jumping, paragliding, hang-gliding, gliding, mountainboarding;
 - 4) motorsports, water motorsports and water skiing, as well as bungee jumping, B.A.S.E. jumping, skiing or snowboarding outside designated areas;
 - 17) **sports equipment** – equipment used for practising amateur sports, such as: bicycles, cross-country skis, downhill skis, water skis, trekking poles, skates, rollerblades, skateboards, scooters, helmets, surfing boards, windsurfing boards, snowboards – together with accessories necessary for the proper functioning of the equipment in accordance with its intended purpose;
 - 18) **state under the influence of alcohol** – a condition which occurs when blood alcohol content amounts to or leads to:
 - a) blood alcohol content of 0.2‰ or above or
 - b) alcohol content of at least 0.1 mg in 1 dm³ of exhaled air;
 - 19) **state of intoxication** – a condition which occurs when blood alcohol content amounts to or leads to:
 - a) blood alcohol content of 0.5‰ or above or
 - b) alcohol content of at least 0.25 mg in 1 dm³ of exhaled air;
 - 20) **hospital** – a healthcare institution providing round-the-clock care for patients with regard to diagnostics and treatment, relying on a qualified medical and nursing team. Within the meaning of GTCI, care homes, hospices, addiction treatment centres, sanatorium hospitals and centres, as well as rehabilitation and recreation centres shall not be deemed to be hospitals;
 - 21) **supplementary means** – any elements supporting the therapeutic process, such as: braces, prosthetic devices, orthoses, crutches, stabilisers, orthopaedic devices, spectacles and hearing aids;
 - 22) **permanent damage to health** – a physical impairment resulting in deterioration of the body's capabilities, being permanent in nature and determined by the certifying physician of Wiener TU SA. Vienna Insurance Group on the basis of medical documents submitted;
 - 23) **"Damage to health (determined percentage-wise) table"** – a list of health impairments and corresponding damage to health rates (determined percentage-wise). The table is available for viewing at each organisational unit of Wiener TU S.A. Vienna Insurance Group and at www.wiener.pl;
 - 24) **Policyholder** – a natural person, legal person, or organisational unit without legal personality that entered into the insurance contract for and on behalf of their own, or for and on behalf of another person, and being obligated to pay the premium;
 - 25) **Insured Person** – a natural person for the account of which the insurance contract has been concluded;
 - 26) **Beneficiary** – a person authorised to receive benefits in the event of death of the Insured Person as a result of an accident; if no Beneficiary has been designated, the benefit shall be paid to the family members of the deceased in the following order: spouse, children, parents and other heirs in the order resulting from statutory succession;
 - 27) **practice of professional sports** – a form of physical activity consisting in practising sports disciplines by persons who are members of any sports clubs, associations, unions and organisations, consisting in regular participation in training sessions (including in training and regular camps) and sports competitions, with the purpose of achieving sports results, also for commercial purposes.

§ 3 SUBJECT AND SCOPE OF INSURANCE

1. The subject of insurance is life and health of the Insured Person.
2. The scope of insurance shall cover the organisation and/or coverage of the costs of treatment of the Insured Person (which are indispensable from medical point of view) who, during their stay abroad, had to immediately undergo medical treatment as a consequence of a sudden illness or accident that occurred within the period of liability of Wiener TU S.A. Vienna Insurance Group.
3. Insurance covering the cost of treatment abroad covers the following documented costs arising as a result of a sudden illness or accident:
 - 1) up to 100% of the sum insured:

- a) costs of a hospital stay, treatment and surgeries;
- b) costs of transport to a hospital or place of residence.

Wiener TU S.A. Vienna Insurance Group shall cover the costs of transporting a sick person from abroad to a hospital or his or her permanent address in the Republic of Poland or in the country of their permanent residence, using a special means of transport and on a date other than scheduled – only if so recommended in writing by a doctor.

These costs shall be covered up to the amount of the costs of transport using the cheapest means of transport, satisfying the conditions specified by the doctor issuing the written recommendation to transport the person concerned to the Republic of Poland or the country of permanent residence.

A prior consent of Wiener TU S.A. Vienna Insurance Group or the Wiener TU S.A. Vienna Insurance Group Emergency Centre is required for the acknowledgment of the costs of transport to the Republic of Poland or the country of permanent residence;

- c) costs of transporting the patient from the site of the accident or sudden illness to a medical facility, costs of transporting the patient between medical facilities in the country of their stay and costs of transporting the patient from a hospital to their place of stay abroad, if the condition of the injured person prevents them from returning home on their own from the hospital or medical facility;
- d) costs of diagnostic examinations and outpatient procedures;
- e) costs of purchasing the necessary medicines, dressing materials and supplementary means recommended by a doctor;
- f) costs of repairing or purchasing glasses, repairing prosthetic devices and other supplementary means enhancing the therapeutic process, provided that the need to purchase or repair these arose as a result of a sudden illness or accident suffered during the period of liability of the Wiener TU S.A. Vienna Insurance Group

- 2) up to 50% of the sum insured:
 - a) costs of transporting the corpse or costs of cremating and transporting the ashes of the Insured Person to the country of permanent residence or
 - b) costs of burial abroad or costs of cremation and funeral abroad.

If the Insured Person, as a result of an accident or sudden illness for which Wiener TU S.A. Vienna Insurance Group is liable, died during a foreign trip, Wiener TU S.A. Vienna Insurance Group shall organise and cover the costs of transporting the corpse or the costs of cremation and transporting the ashes to the burial site in the territory of the Republic of Poland or the country of permanent residence.

If the funeral takes place abroad, Wiener TU S.A. Vienna Insurance Group shall cover the costs of the funeral or the costs of cremation and funeral. The burial and funeral ceremony costs shall be regarded as the costs of a funeral taking place abroad.

The decision of Wiener TU S.A. Vienna Insurance Group to cover funeral costs, costs of transporting the corpse or the costs of cremation and transporting the ashes of the Insured Person shall be taken after an official death certificate or its copy has been presented.

In the event of the transport of the corpse or ashes being arranged by family members of the Insured Person or third parties, Wiener TU S.A. Vienna Insurance Group shall reimburse the expenses incurred up to an amount not higher than the amount of the costs that would have been incurred in the event of the transport of the corpse or ashes of the Insured Person to the country being arranged by Wiener TU S.A. Vienna Insurance Group;

- 3) travel, board and lodging expenses of an accompanying person:
 - a) Wiener TU S.A. Vienna Insurance Group shall arrange and cover the costs of travel, board and lodging of an accompanying person, up to the amount of the costs that have been incurred and documented, not exceeding, however, 0.5% of the sum insured set out in § 7(1) per day, for a maximum of 7 days, up to the amount of EUR 1,000 maximum;
 - b) the costs referred to in subparagraph a) shall be covered provided that they have been incurred in connection with arranging the repatriation of the patient or in connection with accompanying the patient during a hospital stay abroad;
 - c) the acknowledgment of the costs referred to in subparagraph a) shall be conditional upon receipt of a written recommendation from a doctor and upon a prior consent of Wiener TU S.A. Vienna Insurance Group or the Wiener TU S.A. Vienna Insurance Group Emergency Centre;

- 4) costs of dental treatment up to EUR 100 for all events occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group.

Wiener TU S.A. Vienna Insurance Group shall arrange and cover the costs of dental treatment in the case of sudden pain or inflammation requiring immediate medical attention occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group;

- 5) costs of continuing the journey of the Insured Person, up to EUR 200 for all events occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group;

Wiener TU S.A. Vienna Insurance Group shall arrange and cover the costs of continuing the journey of the Insured Person by the cheapest means of transport provided that, in the opinion of the doctor from the Wiener TU S.A. Vienna Insurance Group Emergency Centre, the Insured Person may resume the journey. Should the scheduled journey last more than 12 hours, Wiener TU S.A. Vienna Insurance Group shall cover the costs of an economy air ticket, up to the amount of EUR 200;

- 6) costs of pregnancy-related treatment up to EUR 500 per one and all events occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group.

Wiener TU S.A. Vienna Insurance Group shall arrange and cover the costs of treatment related to the sudden and unexpected complications of pregnancy no later, however, than by the 25th week of pregnancy.

4. The Wiener TU S.A. Vienna Insurance Group Emergency Centre shall take reasonable effort to ensure the organisation of the services referred to in section 3. Wiener TU S.A. Vienna Insurance Group shall not be liable if the services referred to in section 3 are not organised or are delayed due to reasons beyond the control of the Wiener TU S.A. Vienna Insurance Group Emergency Centre and Wiener TU S.A. Vienna Insurance Group, e.g. as a result of strikes, riots, terrorist attacks, civil or international war or force majeure, or if the Insured Person fails to actively cooperate with the Wiener TU S.A. Vienna Insurance Group Emergency Centre or fails to provide any information or documentation requested by the Wiener TU S.A. Vienna Insurance Group Emergency Centre.

5. At the request of the Policyholder, the scope of insurance taken out pursuant to GTCI may be extended to include the payment of benefits specified in the clauses listed in items 1)-13), which form an integral part of GTCI.

- 1) Clause no. 1: Accident insurance;
- 2) Clause no. 2: Assistance services;
- 3) Clause no. 3: Travel luggage insurance;
- 4) Clause no. 4: Sports equipment insurance;
- 5) Clause no. 5: Insurance covering the cost of treating chronic illnesses;

- 6) Clause no. 6: Insurance covering the cost of treating tropical diseases;
- 7) Clause no. 7: Insurance covering the cost of treatment incurred in relation to practising amateur winter sports;

- 8) Clause no. 8: Insurance covering the cost of treatment incurred in relation to practising professional sports and high-risk sports;

- 9) Clause no. 9: Search and rescue insurance;

- 10) Clause no. 10: Insurance covering the cost of treatment incurred in connection with the pursuit of gainful employment;

- 11) Clause no. 11: Insurance covering travel expenses of a substitute employee or the cost of hiring a driver;

- 12) Clause no. 12: Third party liability insurance in private life;

- 13) Clause no. 13: Insurance covering costs incurred in relation to travel delays, cancellation of accommodation and travel tickets.

6. Extension of the scope of insurance cover pursuant to the Clauses referred to in section 5 may take place only simultaneously with the conclusion of the insurance contract covering the costs of medical treatment pursuant to GTCI and provided that the said extension concerns the same insurance period and the same period of insurance cover provided.

7. If the Clauses include any exclusions of liability of Wiener TU S.A. Vienna Insurance Group, they constitute a supplement to the general exclusions set forth in the main body of GTCI.

8. Any matters not governed by these Clauses shall be governed by the main body of GTCI.

9. In the event of any discrepancies between the provisions of the main body of GTCI and the provisions of the individual Clauses, provisions of the Clauses shall prevail.

§ 4 EXCLUSIONS OF LIABILITY OF WIENER TU S.A. VIENNA INSURANCE GROUP

1. Wiener TU S.A. Vienna Insurance Group applies an exclusion or a limitation of its liability if there an adequate cause and effect relation exists between the insurance event or claim and a circumstance indicated in the provisions concerning the applicable exclusion or limitation of liability, i.e. when the insurance event or the claim are deemed to be typical, normal consequences of the aforementioned circumstance.

2. No compensation or benefit shall be paid in the event that:

- 1) there are medical contraindications as regards going on a foreign trip;

- 2) treatment abroad of any diseases existing at the time of conclusion of the insurance contract and their consequences, as well as in the case of diseases treated before the commencement of the insurance period, including the consequences of

- such diseases, unless the scope of insurance has been extended by means of provisions of Clause no. 5;
- 3) events occurring in connection with the performance of gainful employment by the Insured Person, unless the scope of insurance has been extended by means of provisions of Clause no. 10;
 - 4) events occurring in connection with practising amateur winter sports, unless the scope of insurance has been extended by means of provisions of Clause no. 7 or 8;
 - 5) events occurring in connection with practising high-risk sports or professional sports, unless the scope of insurance has been extended by means of provisions of Clause no. 8;
 - 6) events occurring before the date of commencement of the insurance period and reported during the insurance period.
3. In addition, no compensation or benefit shall be paid if the event covered by insurance has occurred as a result of:
- 1) intentional actions of the Insured Person or of the Beneficiary, including actions consisting in committing or attempting to commit an offence, suicide, self-mutilation or deliberately causing a health disorder by the Insured Person;
 - 2) the Insured Person driving a motor vehicle or any other vehicle under the influence of alcohol or in a state of intoxication, under the influence of narcotics, psychotropic drugs or other similar substances or without the required authorisations to drive such a vehicle;
 - 3) poisoning with alcohol, narcotics, psychotropic drugs or similar substances;
 - 4) actions taken by the Insured Person under the influence of alcohol or in a state of intoxication, under the influence of narcotics, psychotropic drugs or other similar substances;
 - 5) warfare, state of emergency, participation in protest marches and rallies;
 - 6) participation of the Insured Person in riots, fights and commotion, acts of terrorism or sabotage;
 - 7) nuclear or chemical contamination or irradiation.
4. In addition, the insurance cover shall not include:
- 1) any costs incurred in the Republic of Poland and the country of permanent residence of the Insured Person;
 - 2) expenses incurred for special nutrition of the Insured Person, even if recommended by a physician;
 - 3) costs of stay in sanatoriums and health resorts;
 - 4) costs of childbirth that occurred after the 25th week of pregnancy, or any costs related to the treatment of and care for the mother and of the child after delivery – regardless of the circumstances;
 - 5) costs of abortion;
 - 6) costs of plastic surgeries;
 - 7) costs of preventive and prosthetic dental treatment;
 - 8) costs of contraceptives;
 - 9) costs which were already covered, in connection with the same event, from other sources, if their coverage has resulted in the expiry of the obligations of Wiener TU S.A. Vienna Insurance Group in this respect;
 - 10) indirect, material losses due to loss, damage to or destruction of personal items belonging to the Insured Person, related to a sudden illness or accident, subject to § 3(5)(3);
 - 11) costs of treating bodily injuries or health disorders caused by treatment and medical procedures, regardless of who offered such treatment or performed such procedures;
 - 12) costs not justified from a medical point of view;
 - 13) costs of rehabilitation treatment;
 - 14) costs of treatment of persons whose purpose of travel is to undergo treatment;
 - 15) costs of treatment that do not exceed the equivalent of EUR 20 (conditional franchise);
 - 16) costs of treatment whose scope exceeds the scope that is necessary to enable the Insured Person to return to the country;
 - 17) costs of treatment of chronic illnesses and their consequences, tropical diseases, mental disorders, birth defects, unless the scope of insurance has been extended by means of provisions of Clause no. 5 or 6;
 - 18) costs of treating venereal diseases, AIDS and other diseases caused by or related to HIV;
 - 19) costs of treatment of the consequences of radioactivity;
 - 20) costs of treatment of the severe acute respiratory syndrome (SARS).
5. The liability of Wiener TU SA. Vienna Insurance Group regarding the costs of treatment is limited to costs which arose during the insurance period and were incurred within a period not longer than 4 weeks after the expiry of the insurance period specified in the insurance contract, unless the Insured Person failed to meet the above time limit due to his or her health condition or due to other valid reasons.

§ 5 INSURANCE CONTRACT

1. The contract shall be concluded for a period of 12 months or less, depending on the mutual will of the Parties.
2. The insurance contract is concluded pursuant to a bid, in the course of a tender procedure or based on a written request of the Policyholder.
3. The application shall contain at least the following data:
 - 1) first and last name (company name) and address of the Policyholder;

- 2) date of birth, PESEL (personal identification number) or REGON (National Business Registry Number) of the Policyholder;
 - 3) first and last name, address, country of permanent residence of the Insured Person;
 - 4) PESEL (personal identification number) of the Insured Person or date of birth of the Insured Person in the case of foreign nationals;
 - 5) insurance period;
 - 6) form of insurance contract;
 - 7) territory on which insurance coverage is valid;
 - 8) number of insured persons;
 - 9) scope of insurance coverage.
4. The conclusion of an insurance contract by Wiener TU SA. Vienna Insurance Group is confirmed by means of a policy or another insurance document.
 5. The Insured Person may be covered by insurance only under one insurance contract concluded pursuant to GTCI.
 6. The Policyholder may enter into an insurance contract for and on behalf of a third party.
 7. In the event of conclusion of a contract for and on behalf of a third party, Wiener TU SA. Vienna Insurance Group, at the request of the Insured Person, shall provide them with a written information on the provisions laid down in the insurance contract entered into on their behalf, and on the provisions of general terms and conditions of insurance, to the extent concerning their rights and obligations, within 14 days of the date of receiving an applicable request.
 8. In the event of conclusion of an insurance contract for and on behalf of a third party, the obligations of the Policyholder set out in § 10(1), (2), (4), (5), (6) and (8) shall apply to the Insured Person, unless the Insured Person was not aware that the contract had been concluded on his or her behalf.
 9. The insurance contract may be concluded in the following forms:
 - a) individual named insurance;
 - b) group named insurance;
 - c) group unnamed insurance.
 10. In the case of conclusion of an insurance contract in individual form, for the account of two to nine persons, all these persons shall enjoy the same scope of insurance coverage (including extensions of the scope of insurance cover), with the same sums insured and for the same period of insurance.
 11. In the case of conclusion of an insurance contract in the form of a group named or unnamed insurance, the minimum number of insured persons is 10, and all persons shall enjoy the same scope of insurance coverage, with the same sums insured, extensions of the scope of insurance cover and for the same period of insurance.
 12. In the case of conclusion of an insurance contract in the form of group named insurance, the contract should be accompanied by a list of names of the insured persons, including: first and last names, PESEL numbers or dates of birth and addresses of residence of such persons.
13. If the insurance cover is extended to persons travelling abroad on multiple occasions during a given year in order to perform their professional duties, or to persons travelling abroad as part group trips organised by travel agencies, the conclusion of the insurance contract may be confirmed by means of an open policy.
 14. Insurance contracts concluded with travel agencies may be confirmed by means an open policy only if, during a given insurance period, the travel agency insures its clients against the costs of medical treatment abroad, only with Wiener TU SA. Vienna Insurance Group.
 15. If the insurance document submitted to the Policyholder in response to the offer submitted by the Policyholder contains any provisions that vary, detrimentally, from the wording of the offer submitted, Wiener TU S.A. Vienna Insurance Group shall draw the Policyholder's attention to that fact in writing and shall set a seven-day time limit to raise an objection. If no objection is raised, the contract shall become effective in accordance with the wording of the insurance document, on the date immediately following the expiry of the time limit to raise an objection.
 16. In the event of non-performance of the obligation referred to in sec. 15, any changes made to the disadvantage of the Policyholder shall be ineffective and the insurance contract shall be entered into in accordance with the terms and conditions specified in the offer.

§ 6 COMMENCEMENT AND CONCLUSIONS OF LIABILITY OF WIENER TU S.A. VIENNA INSURANCE GROUP

1. Unless agreed otherwise, the liability of Wiener TU SA. Vienna Insurance Group shall commence after crossing the border of the Republic of Poland or the country of permanent residence, from the day following the conclusion of the insurance contract but not earlier than from the day following the date of payment of the premium or its first instalment.
2. In the case of insurance contracts concluded at a border crossing of the Republic of Poland, the liability of Wiener TU SA. Vienna Insurance Group shall commence on the date and time of conclusion of the insurance contract and payment of the premium, but in no case earlier than after crossing the border of the Republic of Poland.
3. If the insurance contract is concluded for the account of a third party staying outside the territory of the Republic of Poland and the country of permanent residence, the liability of Wiener TU SA. Vienna Insurance Group shall commence after the expiry of a 7-day grace period beginning on the date of conclusion of the insurance contract and payment of the premium, subject to sections 4 and 5.
4. The grace period referred to in sec. 3 shall not apply in the event of continuation of the insurance con-

tract and where insurance contracts are confirmed by means of an open policy. However, the conclusion of an insurance contract for a subsequent period shall be considered to be continuation of the contract with the continuity of insurance cover maintained.

5. The liability of Wiener TU S.A. Vienna Insurance Group shall conclude at the end of the insurance period specified in the policy or in another insurance document.
6. With regard to persons travelling abroad in a group, as part of trips organized and operated by travel agencies, the extension of the insurance period may take place only before the end of the event specified in the participation agreement and requires the travel agency to conclude a new contract with the Insured Person. The insurance contract may be extended for the subsequent insurance period provided that the number of the insurance document and the insurance period have been provided before the expiry of the previous insurance period and provided that the premium has been paid.
7. If Wiener TU S.A. Vienna Insurance Group becomes liable prior to the payment of the premium or its first instalment, and the premium or its first instalment is not paid on time, Wiener TU S.A. Vienna Insurance Group may terminate the contract with immediate effect and demand payment of the premium for the period during which it remained liable. If the contract is not terminated, it shall expire as of the end of the period for which the premium has not been paid.
8. If the premium is paid in instalments, failure to pay the next instalment of the premium on time shall result in the termination of liability of Wiener TU S.A. Vienna Insurance Group 7 days from the date on which the Policyholder receives a written notice to pay the premium instalment, along with information on the consequences of non-payment if the payment is not effected within the time limit specified in the notice. The insurance contract shall then be deemed terminated by the Policyholder, with the said termination being effective on the date of termination of liability of Wiener TU S.A. Vienna Insurance Group, and the provisions of § 9(5) shall not apply.

§ 7 SUM INSURED

1. The sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence is agreed with the Policyholder and it constitutes the upper limit of liability of Wiener TU S.A. Vienna Insurance Group in that respect and is equal to the PLN equivalent of EUR 10,000, EUR 20,000, EUR 40,000, EUR 60,000 or EUR 100,000.
2. The sums insured included in the Clauses referred to in § 3(5) constitute the upper limits of liability pertaining to the scope of insurance referred to in these Clauses.
3. The PLN equivalents of the sums insured shall be established based on the average exchange rate of

EUR 1 as announced by the National Bank of Poland and applicable as on the date of conclusion of the insurance contract.

4. The sums insured referred to in sec. 1 and 2 shall be reduced by each payment of compensation or benefit under the insurance contract for which these sums have been established, subject to sec. 5.
5. The sum insured for accidents under Clause no. 1 shall not be reduced by the payment of the benefit under this insurance.

§ 8 INSURANCE PREMIUM

1. Premiums are calculated for the period of liability of Wiener TU S.A. Vienna Insurance Group.
2. The premium amount shall be specified on the basis of the Table of Rates in effect on the date of conclusion of the insurance contract.
3. The payment of an additional premium for insurance coverage offered pursuant to the Clauses referred to in § 3(5) shall be effected together with the payment of the premium for medical cost insurance concluded pursuant to GTCL, within the time limits specified in the policy.
4. The premium may be paid in full or in instalments.
5. The premium amount shall depend on the following:
 - 1) scope of insurance;
 - 2) destination country;
 - 3) purpose of travel;
 - 4) insurance period;
 - 5) sum insured;
 - 6) form of conclusion of the contract;
 - 7) premium payment frequency;
 - 8) EUR exchange rate;
 - 9) number of Insured Persons and number of man-days declared;
 - 10) individual risk assessment, taking into insurance records.
6. In the case of conclusion of a group insurance contract confirmed by an open policy, in relation to contracts other than those concluded with travel agencies, the Policyholder shall be obliged to pay an advance premium within 14 days from the date of conclusion of the insurance contract. The amount of the advance premium shall be calculated on the basis of the declared number of man-days. During the insurance period, the Policyholder shall provide Wiener TU S.A. Vienna Insurance Group with a list of Insured Persons, containing information on the date of departure and the destination country, within the agreed time limits but not later than on the date of departure of the Insured Person. The minimum amount of the advance premium shall be the equivalent of the premium due per 50 man-days.
7. The final settlement of the premium in the case of an insurance contract confirmed by means an open policy in relation to contracts other than those concluded with travel agencies shall take place

within 30 days after expiry of the insurance period, based on the actual number of man-days used. If the number of man-days used exceeds the number of man-days declared, Wiener TU S.A. Vienna Insurance Group shall inform the Policyholder about the obligation to pay the premium which the Policyholder is obliged to pay within 14 days from the date of receiving the settlement from Wiener TU S.A. Vienna Insurance Group. If the number of man-days used is less than the declared number, Wiener TU S.A. Vienna Insurance Group shall reimburse the Policyholder for the difference in the premium.

8. In the case of insurance contracts concluded with travel agencies and confirmed by means of an open policy:
 - 1) The Policyholder shall provide Wiener TU S.A. Vienna Insurance Group, no later than on the date of departure of the Insured Persons, with a list of Insured Persons containing: first and last names, PESEL numbers of the Insured Persons, the date of commencement and conclusion of the tourist event, the number of days of insurance cover of each Insured Person and the scope of insurance;
 - 2) The Policyholder shall provide Wiener TU S.A. Vienna Insurance Group with a monthly settlement of premiums drawn up on the basis of the concluded contracts for participation in tourist events, in the form of an aggregate list of previously provided records of the Insured Persons. The settlement should include the number of Insured Persons in each of such lists and the number of man-days of insurance cover, with the scope of insurance of each Insured Person specified. The Policyholder shall submit the premium settlement to Wiener TU S.A. Vienna Insurance Group by the 5th day of each subsequent month;
 - 3) The Policyholder is obliged to pay the insurance premium in arrears, i.e. by the 10th day of the following month for the previous month;
 - 4) if the premium is not paid on time, Wiener TU S.A. Vienna Insurance Group shall call upon the Policyholder to make the payment within a period of seven days, and shall specify the legal consequences of any further delays;
 - 5) The Policyholder is obliged to submit for review, at the request of Wiener TU S.A. Vienna Insurance Group, a full set of lists identifying the names of the Insured Persons and other documents concerning the events organised, pertaining to the insurance coverage offered.
9. The persons in relation to whom the Policyholder has not fulfilled the obligation set out in sec. 6 and 8 shall not enjoy any insurance cover.
10. If the payment is made by means of a bank transfer or a postal order, the payment shall be deemed made on the date of placing the order to make the payment to the account of Wiener TU S.A. Vienna Insurance Group with a bank or at a post office,

provided that sufficient funds were available in the account of the Policyholder. Otherwise, the payment shall be deemed made on the date on which the account of Wiener TU S.A. Vienna Insurance Group is credited with the full amount of the premium or the relevant instalment due.

§ 9 CANCELAN AND TERMINATION OF INSURANCE CONTRACT, WITHDRAWAL FROM INSURANCE CONTRACT

1. If the insurance contract is entered into for a period of more than 6 months, the Policyholder has the right to withdraw from the insurance contract within 30 days, and if the Policyholder is a business entity – within 7 days as of entering into the insurance contract. If Wiener TU S.A. Vienna Insurance Group failed to notify the Policyholder being a consumer of the right to withdraw from the contract by the time of entry into the insurance contract, the 30-day period shall commence on the date on which the Policyholder being a consumer became aware of this right.
2. Termination of the insurance contract does not relieve the Policyholder from the obligation to pay the premium for the period during which Wiener TU S.A. Vienna Insurance Group provided insurance cover.
3. If the insurance contract expires prematurely, the Policyholder shall be eligible to receive a refund of the premium for each day during which insurance coverage was not taken advantage of. The premium shall not be refunded if the sum insured has been exhausted as a result of the payment of an insurance benefit.
4. An insurance contract concluded for a limited period of time may be terminated by Wiener TU S.A. Vienna Insurance Group with immediate effect in the cases stipulated in the applicable provisions of law, and also where:
 - 1) the Policyholder committed an offence, provided that it was related to the conclusion or performance of the insurance contract;
 - 2) Wiener TU S.A. Vienna Insurance Group was obstructed in establishing the circumstances of a given insurance event and its consequences;
 - 3) failure to release persons attending to the Insured Person from the obligation of medical secrecy – in the part concerning a given Insured Person.
5. The Policyholder may terminate the insurance contract in writing upon a 30-day notice period.
6. If circumstances are revealed that result in a major change of the probability of an insured event, each party to the insurance contract may request a corresponding amendment to the premium amount, starting from the time when the circumstance occurred but in no case before the beginning of the current insurance period. If such a request is made, the other Party to the insurance contract may terminate the contract with immediate effect within 14 days of receiving such a request.

7. If the insurance contract has been entered into for the account of a third party, that party shall have the right to withdraw from the insurance contract by submitting a written declaration. The withdrawal takes effect on the date following the date of submission of the statement, unless the party withdrawing from the insurance contract agreed otherwise with Wiener TU SA. Vienna Insurance Group.

§ 10 OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON AND COURSE OF ACTION IN THE CASE OF OCCURRENCE OF AN INSURED EVENT

1. The Policyholder shall inform Wiener TU SA Vienna Insurance Group about any and all known circumstances which Wiener TU SA Vienna Insurance Group inquired about in the offer (application) form or in other letters prior to the conclusion of the contract. If the Policyholder enters into the contract through a representative, this obligation shall also apply to the representative and, in addition, shall cover the circumstances known to them. If Wiener TU S.A. Vienna Insurance Group enters into the insurance contract despite the lack of answers to the specific questions, the circumstances disregarded shall be considered to be irrelevant.
2. During the term of the contract, the Policyholder shall be obliged to notify Wiener TU SA. Vienna Insurance Group of any and all changes in the circumstances which Wiener TU SA Vienna Insurance Group inquired about in the offer (application) form or in other letters prior to the conclusion of the contract, immediately after learning about them.
3. Wiener TU SA. Vienna Insurance Group shall not be liable for the consequences of the circumstances of which it has not been made aware in breach of sec. 1 or 2 above. If such a breach is committed deliberately, for the avoidance of doubt, the event provided for in the contract and the consequences thereof are deemed to have resulted from the circumstances mentioned in sec. 1 or 2 above.
4. The Policyholder is obliged to immediately notify Wiener TU SA. Vienna Insurance Group of the occurrence of an event covered by insurance.
5. If an insured event takes place, the Policyholder shall use any means available to it in order to reduce the extent of loss and to secure the ability to pursue claims for damages against the parties responsible for the loss. Wiener TU S.A. Vienna Insurance Group shall, within the limits of the sum insured, reimburse the Policyholder for any costs resulting from the application of the measures referred to above, if such measures were justified, even if they turned out to be ineffective.
6. The Policyholder is obliged to notify Wiener TU S.A. Vienna Insurance Group of its service address.
7. If the same subject of insurance is insured at the same time against the same risk by two or more Insurers, the Policyholder shall inform Wiener TU S.A. Vienna Insurance Group thereof in the case of occurrence an insured event.
8. In the case of occurrence of an insured event pertaining to the costs of treatment, the Insured Person shall:

- 1) in order to arrange treatment, to obtain a guarantee for the coverage of the costs payable to a medical facility in respect of medical assistance, hospital treatment, any other costs covered by the insurance or in order to obtain additional information, the Insured Person or an authorized person shall immediately contact the Wiener TU SA. Vienna Insurance Group Emergency Centre;
- 2) seek to mitigate the consequences of the event by obtaining medical assistance without delay and by undergoing recommended treatment, taking advantage, where possible, of the public health care system;
- 3) obtain medical documentation confirming the diagnosis of a disease (medical diagnosis) and justifying the need to undergo treatment and select a given treatment method, in particular documentation concerning the provision of first aid immediately after the event;
- 4) secure evidence related to a sudden illness or accident in order to justify a claim for the reimbursement of treatment costs, including original bills and proof of payment;
- 5) cover, on their own, the costs of outpatient treatment not exceeding the equivalent of EUR 50 in the currency of a given country – the reimbursement of these costs takes place after the claim has been filed with Wiener TU S.A. Vienna Insurance Group;
- 6) submit, within 30 days from the date of incurring the costs of treatment but not later than within 7 days from the date of return to the country, a claim for the reimbursement of costs to Wiener TU S.A. Vienna Insurance Group, presenting original medical documents and confirmation of incurred expenses related to the insured event, as referred to in § 11;
- 7) if such a recommendation is issued – undergo an examination conducted by physicians identified by Wiener TU SA. Vienna Insurance Group;
9. If the Policyholder has failed, either intentionally or due to gross negligence, to apply any of the measures available to the Policyholder in order to reduce the extent of the loss, and has not secured the possibility of pursuing claims against the parties responsible for the loss, Wiener TU S.A. Vienna Insurance Group shall be released from liability for damages caused due to that reason.
10. If the Insured Person intentionally failed to fulfil any of the obligations referred to in sec. 8 and in the Clauses referred to in § 3(5), which had an impact on increasing the loss, establishing the circumstances of the illness, accident, event or the extent of the loss, Wiener TU S.A. Vienna Insurance Group may refuse to pay compensation or benefit or reduce it accordingly.
11. The provisions of the above sections shall apply accordingly to the Insured Person if the insurance contract is concluded for the account of another person and the Insured Person has been informed about its conclusion.

§ 11 DETERMINATION OF THE AMOUNT OF COMPENSATION OR BENEFIT

1. The establishment of the legitimacy and amount of compensation or benefit due as a reimbursement of treatment costs shall be made on the basis of the following evidence and documents submitted by the Insured Person or a person authorised to receive the benefit:
 - 1) evidence confirming the need to undergo treatment without delay in connection with a sudden illness or accident, with the diagnosis (medical diagnosis) stated;
 - 2) original bills and proof of payment of fees for hospitalization, medical assistance provided, medical transportation and medicines purchased, as well as dressing materials and supplementary means;
 - 3) original copies of proof of payment of fees confirming other expenses covered by the insurance contract.
2. The evidence confirming the expenses incurred in connection with the provision of medical assistance to the Insured Person should contain the following information:
 - 1) first and last name of the Insured Person;
 - 2) contact details of the medical facility providing assistance;
 - 3) stamp and signature of the physician or person authorised to represent a given medical facility;
 - 4) proof of payment of the treatment costs.
3. Wiener TU S.A. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.
4. Wiener TU S.A. Vienna Insurance Group may request the Insured Person or its statutory representative to grant a written consent to apply, to the entities which provided health services to the Insured Person, to provide information required to verify the data provided by that person on their health condition, in particular to doctors who have exercised or continue to exercise care over the Insured Person, in order to establish whether the disease in question is the outcome of pre-existing diseases or has occurred for the first time.

§ 12 PAYMENT OF COMPENSATION OR BENEFITS

1. Wiener TU S.A. Vienna Insurance Group is required to provide the benefit within 30 days of being notified of the insured event.
2. Should it be impossible to clarify the circumstances necessary to establish the liability of Wiener TU S.A. Vienna Insurance Group or the amount of insurance benefit during the aforementioned time limit, the benefit shall be paid within 14 days from the date on which it was possible to clarify these circumstances with due diligence exercised. However, the undisputed part of the benefit shall be paid by Wiener TU S.A. Vienna Insurance Group within the time limit provided for in sec. 1.
3. Any costs incurred in foreign currencies shall be converted into PLN according to the average exchange rate of the National Bank of Poland in

effect on the date of determining the amount of the benefit or compensation.

4. Costs shall be reimbursed in the order in which Wiener TU S.A. Vienna Insurance Group receives the documents confirming the fact they have been incurred, unless otherwise agreed between the Insured Person and Wiener TU S.A. Vienna Insurance Group.
5. If liabilities towards foreign entities, arising under the contract concluded, have not been settled by the Insured Person or another person, Wiener TU S.A. Vienna Insurance Group shall make justified foreign currency payments directly to the account of a given physician or medical facility.
6. If the benefit is not due or is due in an amount different from the one specified in the claim, Wiener TU S.A. Vienna Insurance Group shall send a written notice to the claimant and the Insured Person – if the insurance contract was concluded for the account of a third party, and the Insured Person is not the claimant – indicating the circumstances and the legal basis justifying a complete or partial refusal to pay the compensation or benefit, and notifying of the possibility to appeal or the option to pursue claims in court.

§ 13 CLAIMS FOR RECOURSE

1. As of the date of payment of the compensation by Wiener TU S.A. Vienna Insurance Group, the claims of the Insured Person against the third party responsible for the damage shall be transferred by law to Wiener TU S.A. Vienna Insurance Group, up to the amount of the compensation paid. If Wiener TU S.A. Vienna Insurance Group has covered only a part of the claim, the Insured Person shall have precedence over the claim of Wiener TU S.A. Vienna Insurance Group as to the remaining part thereof.
2. Claims of the Insured Person against persons from the same household as the Insured Person shall not be transferred to Wiener TU S.A. Vienna Insurance Group, unless damage has been caused by the perpetrator deliberately.
3. If the Insured Person, without the consent of Wiener TU S.A. Vienna Insurance Group, waived or limited a claim against the third party responsible for the loss suffered, Wiener TU S.A. Vienna Insurance Group may refuse to pay or reduce the benefit or compensation. If the waiver or limitation of claim are disclosed after the benefit has been paid, Wiener TU S.A. Vienna Insurance Group may request the Insured Person to return all or part of the compensation or benefit paid.
4. If, for procedural reasons, court proceedings may be instigated by the Insured Person or their heir only, they shall be required, at the request of Wiener TU S.A. Vienna Insurance Group, to grant procedural powers of attorney and submit applications and declarations required by the provisions of law of a given country, and they shall authorise Wiener TU S.A. Vienna Insurance Group to collect the adjudicated amounts, compensation, interest and costs of proceedings.

§ 14 COMPLAINTS

1. A complaint related to the conclusion or performance of the insurance contract may be submitted by the Policyholder, Insured Person, Beneficiary or the person eligible for benefits under that contract.
2. A complaint may be submitted:
 - 1) in writing – to the address of the selected unit of Wiener TU S.A. Vienna Insurance Group or in person;
 - 2) electronically (the applicable form is available on the website of Wiener TU SA. Vienna Insurance Group);
 - 3) orally (personally for the record or on the phone).
3. A complaint must include:
 - 1) first and last name (business name), address and phone number of the complainant;
 - 2) claim number or policy number;
 - 3) identification of the issue the complaint is concerned with;
 - 4) justification of the complaint along with evidence, if any.
4. Complaints are reviewed without delay, and in any case not later than within 30 days from their receipt. If, due to a particularly complex nature of a given case, no answer can be provided within the aforementioned deadline, the deadline shall be extended to not more than 60 days following the receipt of the complaint. The complainant shall be informed of:
 - 1) reason for delay;
 - 2) circumstances which must be determined in order to review the case;
 - 3) expected time frame for the examination of the complaint and for providing a response.
5. Wiener TU SA. Vienna Insurance Group shall inform the complainant how the complaint will be handled on paper or with the use of another durable medium. However, a reply to the complaint from Wiener TU S.A. Vienna Insurance Group via email shall only be made upon the request of the client.
6. The complainant may apply to the Financial Ombudsman for examining the case.
7. A dispute may be settled by the Arbitration Tribunal at the Insurance Ombudsman or Arbitration Tribunal at the Polish Financial Supervision Authority, in the manner laid down in the regulations of these Tribunals.
8. The complainant has the right to pursue their claims in court. A court action under the insurance contract may be initiated in accordance with generally applicable legal regulations or before the court of law having jurisdiction over the place of residence or the registered office of the Policyholder, the Insured Person or the person eligible for benefits under the insurance contract, or before the court of law having jurisdiction over the place of residence of the heir of the Insured Person or the heir of the person eligible for benefits under the insurance contract.

9. Wiener TU SA. Vienna Insurance Group is subject to supervision exercised by the Polish Financial Supervision Authority.

§ 15 FINAL PROVISIONS

1. Any notices and representations submitted by the parties to the contract and related to the conclusion and execution of the insurance contract shall be made in writing and delivered, confirmation of receipt requested, or sent by registered mail, unless otherwise provided for in the insurance contract (including in specific GTCI provisions).
2. The Policyholder shall notify Wiener TU S.A. Vienna Insurance Group of any changes to its address of residence or registered office.
3. Wiener TU SA. Vienna Insurance Group is obliged to inform the Policyholder about any changes to the address of its registered office.
4. In matters not regulated in GTCI, relevant provisions of the Civil Code, the Act on Insurance Activity and other generally applicable provisions of law shall apply.
5. The GTCI (along with the Clauses) have been approved by means of resolution no. 125/16 of the Management Board of Wiener TU S.A. Vienna Insurance Group of 6 September 2016, shall enter into force on 10 September 2016 and shall apply to insurance contracts concluded as of that date.

Member of the
Management Board



Adam Dwulecki

President
of the Management Board



Anna
Włodarczyk-Moczowska

CLAUSE NO. 1

ACCIDENT INSURANCE

I. Subject and scope of insurance

§ 1

1. Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended under this Clause to include the payment of an additional benefit due to consequences of accidents.
2. The subject of insurance is the health and life of the Insured Person.
3. The insurance contract covers the consequences of accidents occurring during the period of liability of Wiener TU SA. Vienna Insurance Group, when the Insured Person travels and stays outside the territory of the Republic of Poland and the country of permanent residence.

II. Sum insured

§ 2

1. The sum insured for accidents shall be specified by the Policyholder and amounts to: PLN 5,000, PLN 10,000, PLN 15,000 or PLN 20,000 and applies to each event occurring during the period of liability of Wiener TU SA. Vienna Insurance Group.
2. The amount referred to in sec. 1 shall be separate from the sum insured specified in the insurance contract regarding the costs of treatment, as referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 3

In addition to the limitations and exclusions of liability specified in § 4 of GTCI, consequences of the following shall be excluded from the liability of Wiener TU SA. Vienna Insurance Group:

- 1) any diseases or medical conditions, even if they occur suddenly;
- 2) treatment or medical procedures, when the consequences have the form of a bodily injury, regardless of who performed such treatment or procedures, excluding first aid;
- 3) practising sports or high-risk sports on a regular basis, unless the scope of insurance cover has been extended in accordance with Clause no. 8;
- 4) accidents occurring in connection with the performance of gainful employment, unless the scope of insurance cover has been extended in accordance with Clause no. 10;
- 5) accidents occurring in connection with the practise of amateur winter sports, unless the scope of insurance cover has been extended in accordance with Clause no. 7 or Clause no. 8.

IV. Course of action in the case of occurrence of an insured event

§ 4

1. Where an insured event covered by insurance protection related to the consequences of accidents takes place, the Insured Person shall:
 - 1) seek to mitigate the effects of the accident by immediately obtaining medical care and undergoing recommended treatment;
 - 2) notify Wiener TU SA. Vienna Insurance Group about the occurrence of the insured event not later than 14 days from the date of the accident, unless the Insured Person was not in a position to do so due to the accident, in which case he or she should make up for it within 14 days from the date on which the cause of the failure to report the loss ceases to apply;
 - 3) provide Wiener TU S.A. Vienna Insurance Group with:
 - a) medical documentation confirming the diagnosis (medical diagnosis) and justifying the need to perform a given treatment, documentation from the provision of first aid immediately after the event and documentation from the treatment performed;
 - b) filled out claim reporting form;
 - c) other documents the Insured Person has been informed of in connection with the claim adjustment process, which are necessary to determine the legitimacy of claims and the amount of benefit;
 - 4) secure evidence related to the accident in order to justify the claim;
 - 5) enable Wiener TU SA. Vienna Insurance Group to seek information on the circumstances of the accident, in particular to exempt doctors who attended to or are currently attending to the Insured Person after the accident from the obligation of medical secrecy – to the extent necessary to obtain information needed to verify the data provided by the Insured Person concerning their health – by placing a handwritten signature on the declaration when filing the accident claim form, unless relevant declaration of the Insured Person was made at the time of conclusion of the insurance contract;
 - 6) if such a recommendation has been issued – undergo an examination conducted by the physicians indicated by Wiener TU S.A. Vienna Insurance Group.
2. In the case of an insured event, the Insured Person shall use any means available in order to reduce the extent of loss and to secure the ability to pursue claims for damages against the parties responsible for the loss. Wiener TU S.A. Vienna Insurance Group shall, within the limits of the sum insured, reimburse the Policyholder for any costs resulting from the application of the measures referred to above, if such measures were justified, even if they turned out to be ineffective.

3. If the Insured Person has failed, either intentionally or due to gross negligence, to apply any of the measures available to them in order to reduce the extent of the loss, and has not secured the ability to pursue claims against the parties responsible for the loss, Wiener TU S.A. Vienna Insurance Group shall be released from liability for damages caused due to that reason.
4. The type and amount of benefits shall be determined after it has been established that there is a causal relationship between the accident and the permanent damage to health or death of the Insured Person, as applicable.

§ 5

1. In the event of death of the Insured Person, the Beneficiary shall submit:
 - 1) a duplicate of the death certificate or a copy thereof certified as a true copy of the original document;
 - 2) a copy of the Insured Person's death certificate identifying the cause of death or a copy of another document confirming the cause of death, issued by a physician or an authorized entity.
2. In the absence of the Beneficiary, the person applying for payment of the benefit shall also submit a copy of the document confirming their family relationship with the Insured Person (e.g. confirmation of the acquisition of inheritance in statutory succession), confirmed as true copies of the original document.
3. The causal relationship referred to in sec. 4 shall be established on the basis of evidence provided by the Insured Person and on the basis of the results of the examinations referred to in sec. 3.
4. Wiener TU SA. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.
5. The extent of permanent damage to health shall be determined immediately after the completion of treatment, including, where applicable, rehabilitation treatment. If the treatment is prolonged, the final degree of permanent damage to health should be established not later than 12 months from the date of the accident.
6. When determining the degree of permanent damage to health, the type of work and activities performed by the Insured Person shall not be taken into account.
7. When determining the degree of permanent damage to health, one shall take into account any earlier losses of or damage to the organ, body part or system in such a way that the degree of permanent damage to health is determined as amount equal to the difference between the degree assigned to the organ, body part or system after the accident and the degree of damage existing before the accident.

V. Determination and payment of compensation

§ 6

1. The Insured Person shall be entitled to a benefit payable in connection with permanent damage to health suffered as a result of an accident, in an amount equal to 1% of the sum insured for each one per cent of permanent damage to health, but in no case exceeding 100% of the sum insured;
2. The benefit payable due to death of the Insured Person shall be paid to the Beneficiary in an amount equal to 50% of the sum insured in respect of accident insurance.
3. If the Insured Person who suffered an accident died prior to the determination of the permanent damage to health and the death was not the consequence of such an accident, the benefit shall be determined according to the probable degree of permanent damage to health, established as a percentage share, by the certifying physician designated by Wiener TU S.A. Vienna Insurance Group.

§ 7

1. The benefit payable due to permanent damage to health caused by an accident shall be determined once a certifying physician designated by Wiener TU SA. Vienna Insurance Group has identified the degree of permanent damage to health.
2. The degree of permanent damage shall be established on the basis of the medical documents presented and based on the „Damage to health (determined percentage-wise) table” in effect at Wiener TU S.A. Vienna Insurance Group on the date of conclusion of the insurance contract, without the need for examination of the Insured Person by the certifying physician, subject to sec. 3.
3. Should it be impossible to establish the degree of permanent damage to health based on the presented medical documents, such a degree shall be determined by Wiener TU SA. Vienna Insurance Group based on examinations conducted by a certifying physician designated by Wiener TU S.A. Vienna Insurance Group.
4. If the Insured Person received a benefit for damage to health and subsequently died as a result of this accident, the death benefit shall be paid if it is higher than the benefit paid to the Insured Person due to damage to health, taking into account the amount previously paid. Benefits shall be payable provided that death occurred within 12 months of the date of the accident.
5. If the Insured Person died after determining the degree of permanent damage to health, and their death is not related to the accident through a causal relationship, the benefit for permanent damage to health which has not been paid to the Insured Person before his or her death shall be paid to the heirs of the Insured Person.

VI. Final provisions

§ 8

To the extent not regulated by the provisions of this Clause, the provisions of these GTCL applicable to the costs of treatment outside the territory of the Republic

of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU S.A. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 2

ASSISTANCE SERVICES

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the arrangement and provision of assistance during the Insured Person's travel outside the territory of the Republic of Poland and the country of permanent residence.

§ 2

The term „assistance“ used in this Clause shall mean an activity consisting in immediate arrangement of assistance to a person covered by the assistance guarantee whose predicament requires such assistance in connection with an accident, including:

- a) financial assistance;
- b) assistance in the event of theft or loss of documents;
- c) conveying messages;
- d) arrangement and reimbursement of costs related to caring for a minor child;
- e) arrangement of legal assistance and assistance of an interpreter.

§ 3

The insurance coverage includes the following assistance services:

1. Financial assistance:
 - 1) Financial assistance shall be provided through the Wiener TU S.A. Vienna Insurance Group Emergency Centre, if:
 - a) the Insured Person was detained (arrested) in connection with an accident and is obliged to pay a deposit required under the laws of a given country in order to be released from custody;
 - b) the Insured Person lost or destroyed his or her means of payment, such as: cash, cheques, credit cards, payment cards.
 - 2) Financial assistance shall be granted only on the condition that the Wiener TU S.A. Vienna Insurance Group Emergency Centre receives, from the Insured Person or a person authorised by the Insured Person, a written commitment to repay the financial assistance provided.
 - 3) The amounts paid as part of financial assistance should be refunded to Wiener TU S.A. Vienna

Insurance Group within 30 days from the date of return to the country but not later than within 90 days from the date on which assistance was provided.

- 4) The Insured Person shall pay back the financial assistance in the amount in which it was granted.
2. Assistance in the event of theft or loss of documents.
 - 1) In the event of loss or theft of a passport, ID or ticket, the Wiener TU S.A. Vienna Insurance Group Emergency Centre shall assist in obtaining a replacement document enabling the Insured Person to leave a given country and shall advise on how to proceed in a given case.
 - 2) If a written authorization is received, the Wiener TU S.A. Vienna Insurance Group Emergency Centre shall take the necessary steps in order to freeze the Insured Person's bank account within the scope of the authorisation granted or shall intervene with the competent authorities.
3. Conveying messages.

If an unforeseen event, e.g. strike, aircraft hijacking, illness or accident, results in a delay in the return of the Insured Person from a trip or in a change to its itinerary, the Wiener TU S.A. Vienna Insurance Group Emergency Centre shall, at the request of the Insured Person, provide the necessary information to his or her family, employer or other designated persons.
4. Arrangement of care for minors and reimbursement of care-related costs.
 - 1) In the case of hospitalization of the Insured Person who is travelling with a minor child or children who has/have not been accompanied by any other adult, the Wiener TU S.A. Vienna Insurance Group Emergency Centre shall arrange care for and cover the costs of transportation of the Insured Person's child or children to the place of residence in the Republic of Poland or the country of permanent residence or to the place of residence of the person designated to exercise care over them.
 - 2) The coverage of costs related to transporting minors includes the price of a return ticket by rail, bus or – if the rail or bus trip lasts longer than 12 hours – a plane ticket.
 - 3) If necessary, Wiener TU S.A. Vienna Insurance Group shall arrange and cover the costs of care (nurse, foster family) – up to 7 days – in the country where the event occurred, subject to § 4(2).
5. Arrangement of legal assistance and assistance of an interpreter.
 - 1) If the Insured Person requires legal assistance outside the territory of the Republic of Poland and the country of permanent residence, Wiener TU S.A. Vienna Insurance Group shall arrange a lawyer and an interpreter.
 - 2) The payment by Wiener TU S.A. Vienna Insurance Group of the costs of such assistance shall be made after the person indicated

by the Insured Person has transferred a given amount to the bank account of Wiener TU S.A. Vienna Insurance Group. Wiener TU S.A. Vienna Insurance Group shall intermediate in transferring the fee to the lawyer and the interpreter.

- 3) Assistance shall not be granted if the legal issue of the Insured Person is related to his or her professional activity, driving or storing a motor vehicle, criminal activity or an attempted crime.

II. Sum insured

§ 4

1. The financial assistance referred to in § 3(1) shall be granted up to the amount of EUR 2,000 or its equivalent in another currency.
2. The sum insured for arranging and covering the costs of childcare and the reimbursement of care-related costs as well as the transportation costs referred to in § 3(4) shall amount to PLN 2,000.
3. The amounts referred to in sec. 1 and 2 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 5

Assistance insurance shall not cover the following:

- 1) any costs incurred by the Insured Person without the prior consent of Wiener TU S.A. Vienna Insurance Group or the Wiener TU S.A. Vienna Insurance Group Emergency Centre;
- 2) costs lower than EUR 50 or the equivalent of that sum;
- 3) costs and liabilities arising in connection with:
 - a) practise of sports or high-risk sports on a regular basis, unless the scope of insurance cover has been extended in accordance with Clause no. 8;
 - b) performance of gainful employment, unless the scope of insurance cover has been extended in accordance with Clause no. 10;
 - c) practise of amateur winter sports, unless the scope of insurance cover has been extended in accordance with Clause no. 7 or 8;
 - d) detention or temporary arrest of the Insured Person as a result of dealing narcotics or other intoxicants.

IV. Course of action in the case of occurrence of an insured event

§ 6

If an event covered by the assistance scheme occurs, the Insured Person shall:

- 1) immediately notify the event to the Wiener TU S.A. Vienna Insurance Group Emergency Centre by phone or e-mail;
- 2) present any and all documents confirming the occurrence of the event, and inform of the fact

that specific expenses have been incurred in this respect.

V. Final provisions

§ 7

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU S.A. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 3

TRAVEL LUGGAGE AND BUSINESS EQUIPMENT INSURANCE

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended, under this Clause, to include the payment of an additional compensation due to insurance of luggage or business equipment.

§ 2

1. The subject of insurance is luggage, electronic equipment or business equipment.
2. The insurance cover of Wiener TU S.A. Vienna Insurance Group includes losses consisting in the loss or destruction of, or damage to, luggage or business equipment as a result of a fortuitous event related to its transport, storage or use when the Insured Person travelled or stayed outside the territory of the Republic of Poland and the country of permanent residence during the period of insurance cover.

§ 3

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

- 1) luggage – items of personal use customarily accompanying travellers, owned or held by the Insured Person, such as suitcases, bags, dressing cases, backpacks and similar items, together with their content in the form of clothing and personal items;
- 2) heavy rainfall – rainfall with a coefficient of at least 4, established on the basis of the measurement data of the Institute of Meteorology and Water Management (IMI GW); if no IMI GW measuring station is located in the vicinity of the loss location, the actual state and amount of losses at the place of their occurrence shall be taken into consideration which clearly indicate the occurrence of heavy rainfall;
- 3) hail – precipitation consisting of ice chunks;
- 4) hurricane – winds reaching speeds not lower

- than 17.5 m/s that cause mass or single losses; the occurrence of this phenomenon should be confirmed by the Institute of Meteorology and Water Management – where such confirmation cannot be obtained, the actual state and extent of losses at the place of occurrence thereof or in the nearest vicinity, which prove the occurrence of such wind, shall apply;
- 5) burglary – taking or attempting to take an insured asset from locked premises or from a car trunk:
 - a) following forced removal, with the use of tools, of existing security measures resulting in their destruction or damage or after opening these security measures with the original key, opening these security measures with the original key obtained by the perpetrator as a result of breaking into another room or as a result of robbery;
 - b) by a perpetrator who was hiding inside a room prior to it being locked, if the Insured Person was unable to establish this fact using due care, and the perpetrator has left traces that might be the evidence of their hiding;
 - 6) avalanche – a mass of snow, ice, rocks, stones, earth or mud suddenly slipping, falling or rolling down a mountainside on mountain or rolling terrain;
 - 7) landslide – the movement of earth down slopes, not caused by human activity;
 - 8) flood – inundation of areas as a result of a raised level of standing and flowing water or raised level of coastal water;
 - 9) fire – an activity of fire that spread beyond the hearth or started spontaneously and spread on its own;
 - 10) robbery – an attempted or actual offence committed in order to take an insured asset by a perpetrator who used physical violence against the Insured Person or persons close to him or her or threatened to use it immediately, or caused the Insured Person or those persons to become unconscious or defenceless; a robbery also occurs when a perpetrator acts in a way described above immediately after a theft in order to remain in possession of the item taken;
 - 11) electronic equipment – portable computer equipment, portable photographic equipment, portable filmmaking equipment, portable audio/video equipment, portable communication devices, mobile phones and portable musical instruments;
 - 12) business equipment – portable electronic equipment which an employee needs to perform their official duties during a foreign business trip, entrusted to the Insured Person by or at the request of the Policyholder, so that the Insured Person is able to perform his or her official duties;
 - 13) lightning strike – direct atmospheric discharge onto an insured asset, causing the flow of electrical charge through the said asset;
 - 14) fall of aircraft – a crash or forced landing of an airplane or other aircraft, including the fall of its parts or transported cargo onto an insured asset;
 - 15) actual value – replacement value less the degree of technical wear and tear (depreciation).
 - 16) blast – an explosion shall be regarded as:
 - a) explosion – a sudden change in the system's equilibrium with the simultaneous release of gas, dust or steam, triggered by its proliferation properties; as regards pressure vessels and other containers of this type, an explosion takes place when the walls of these containers have been torn to such an extent that sudden pressure compensation has taken place due to the release of gas, dust, steam or liquid;
 - b) implosion – sudden damage to a container or pressure vessel due to external pressure significantly exceeding the internal pressure;
 - 17) escape of water from water and sewage installations – a failure resulting in water or steam leaving water supply, sewage, central heating and other installations and equipment, or water or sewage moving back from public sewage systems or the consequences of leaving, unintentionally, water and sewage taps open (in rooms);
 - 18) groundwater overflow – groundwater making its way inside a building facility owned by the Insured Person as a result of natural factors or movements of mining sites;
 - 19) land subsidence – the sinking of terrain due to the collapse of empty sub-surface spaces, not caused by human activity;
- § 4**
1. Subject to § 5, Wiener TU SA. Vienna Insurance Group shall be liable for losses resulting from:
 - 1) a disaster or an accident involving a means of transport;
 - 2) documented burglary into locked rooms;
 - 3) loss of luggage or business equipment if it has been entrusted to a carrier based on transport documents or has been handed over for storage with confirmation of receipt;
 - 4) documented robbery;
 - 5) fortuitous events in the form of: direct lightning strike, explosion, fall of aircraft, fire, hurricane, hail, heavy rain, flood, land subsidence, landslide, avalanche, groundwater overflow, escape of water from water and sewage installations;
 - 6) rescue operation conducted in connection with fortuitous events listed in item 5) of this section;
 - 7) accident or sudden illness, confirmed by a medical diagnosis and reported to the Wiener TU SA. Vienna Insurance Group Emergency Centre, as a result of which the Insured Person was deprived

of the possibility of securing luggage or business equipment;

- 8) damage to or destruction of suitcases, bags, dressing cases, backpacks and similar items and electronic equipment, solely as a result of a documented theft of these items or their parts.
2. In the event of a documented delay in the delivery of the insured luggage to the Insured Person's place of stay by at least 24 hours, Wiener TU S.A. Vienna Insurance Group shall cover the costs incurred by the Insured Person to purchase essential items (clothing, toiletries) up to the amount of PLN 500. The costs incurred shall be reimbursed unless the costs of purchase of the essentials have been reimbursed by the carrier.

§ 5

Luggage and business equipment shall be covered by insurance if it is:

- 1) under the care of the Insured Person;
- 2) located in a room intended for luggage storage during the period in which the luggage was entrusted to the carrier for transport based on a transport document;
- 3) located in a room adapted for luggage storage or at the place of accommodation of the Insured Person (e.g. luggage lockers, luggage storage facilities, hotel rooms);
- 4) located in a closed vehicle or other means of transport, provided that the insured asset is placed in a closed trunk or in luggage compartments, so that the items are invisible.

II. Sum insured

§ 6

1. The sum insured for luggage shall be specified by the Policyholder and may amount to PLN 1,000, PLN 3,000, PLN 5,000 or PLN 10,000, as applicable, and shall apply to all events occurring during the period of insurance cover.
2. The amount referred to in sec. 1 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 7

The insurance cover shall not include:

- 1) documents, tickets, keys, manuscripts, money and other means of payment, securities, savings passbooks, cheques, credit cards, payment cards;
- 2) works of art, collections, musical instruments, weapons of any kind;
- 3) fur, gems, jewellery, gold, silver and platinum in scrap and bars;
- 4) items confiscated during customs clearance;
- 5) fragile items;
- 6) items whose amount or compositions indicates that they are intended for commercial use;

- 7) sports equipment;
- 8) losses not exceeding the equivalent of PLN 100;
- 9) damage to cameras and electrical equipment as a result of their defects and the operation of electric current when working;
- 10) losses consisting solely in damage to or destruction of suitcases, trunks and other luggage containers during transport by means of transport;
- 11) losses resulting from natural wear and tear of an insured asset as a result of its regular use.

IV. Course of action in the case of occurrence of an insured event

§ 8

1. In the event of a loss, the Insured Person shall perform any and all activities enabling them to collect documents and materials that make it possible to prove the occurrence of the loss and its amount and shall provide these to Wiener TU S.A. Vienna Insurance Group.
2. In addition, in the event of a loss, the Insured Person shall:
 - 1) in the case of a burglary or robbery – notify the local police unit within 24 hours and shall obtain a written confirmation of the notification with a list of items lost;
 - 2) if the loss occurred when the insured asset was located at the place of accommodation – report it to the management of a given place of accommodation and obtain a written confirmation of the fact of notification, together with a list of items lost and contact details of the person notified of the loss;
 - 3) notify the relevant carrier of every loss that occurred in a public means of transportation and obtain a written confirmation of the fact of notification, with a list of items lost and contact details of the person notified of the loss;
 - 4) notify Wiener TU SA. Vienna Insurance Group of the occurrence of the loss within 7 days from the date of becoming aware thereof or 7 days from the date of returning from the trip, and submit documents necessary to establish the liability of Wiener TU SA. Vienna Insurance Group;
 - 5) provide Wiener TU SA. Vienna Insurance Group with a list of destroyed or lost items, including their number, value and year of acquisition, and provide, if available to the Insured Person, a proof of purchase, receipts or warranty cards;
 - 6) in the case of losses related to electronic equipment – present the original proof of purchase of these items or other evidence confirming the fact of their acquisition, if available to the Insured Person.
3. If the Insured Person has recovered the lost items after the payment of compensation, they shall immediately communicate this fact to Wiener TU SA. Vienna Insurance Group. Compensation paid for these items shall be returned. With the consent of Wiener TU SA. Vienna Insurance Group, the

returned compensation may be reduced by the value of damage or deficiencies in the recovered items, provided that the Insured Person is not liable for the occurrence of such damage or deficiencies.

4. The Insured Person is obliged to provide any assistance possible to Wiener TU SA. Vienna Insurance Group in seeking recourse, e.g. to provide the relevant documents and necessary information.

§ 9

1. The amount of loss shall be established in accordance with the actual value of the subject of loss as documented by the Insured Person.
2. The value of repair costs shall be determined based on a repair bill for the damaged items or based on average prices applied by service providers, taking into account the actual extent of damage.
3. Repair costs must not exceed the actual value of the insured asset.
4. The repair cost bills submitted shall be verified by Wiener TU SA. Vienna Insurance Group.
5. Scientific, historic and collector values shall not be taken into account when determining the value of loss.
6. The equivalent of the compensation received by the Insured Person from other entities obliged to make up for the loss shall be deducted from the amount of loss determined.

V. Final provisions

§ 10

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 4

SPORTS EQUIPMENT INSURANCE

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended, under this Clause, to include the payment of an additional compensation due to insurance of sports equipment.

§ 2

The insurance cover of Wiener TU S.A. Vienna Insurance Group includes losses consisting in the loss or destruction of, or damage to sports equipment as a result of a fortuitous event related to its transport, storage or use when the Insured Person travelled or stayed outside the territory of the Republic of Poland and the country of permanent residence during the period of insurance cover.

§ 3

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

- 1) heavy rainfall – rainfall with a coefficient of at least 4, established on the basis of the measurement data of the Institute of Meteorology and Water Management (IMI GW); if no IMI GW measuring station is located in the vicinity of the loss location, the actual state and amount of losses at the place of their occurrence shall be taken into consideration which clearly indicate the occurrence of heavy rainfall;
- 2) hail – precipitation consisting of ice chunks;
- 3) hurricane – winds reaching speeds not lower than 17.5 m/s that cause mass or single losses; the occurrence of this phenomenon should be confirmed by the Institute of Meteorology and Water Management – where such confirmation cannot be obtained, the actual state and extent of losses at the place of occurrence thereof or in the nearest vicinity, which prove the occurrence of such wind, shall apply;
- 4) burglary – taking or attempting to take an insured asset from locked premises or from a car trunk:
 - a) following forced removal, with the use of tools, of existing security measures resulting in their destruction or damage or after opening these security measures with the original key, opening these security measures with the original key obtained by the perpetrator as a result of breaking into another room or as a result of robbery;
 - b) by a perpetrator who was hiding inside a room prior to it being locked, if the Insured Person was unable to establish this fact using due care, and the perpetrator has left traces that might be the evidence of their hiding;
- 5) avalanche – a mass of snow, ice, rocks, stones, earth or mud suddenly slipping, falling or rolling down a mountainside on mountain or rolling terrain;
- 6) landslide – the movement of earth down slopes, not caused by human activity;
- 7) flood - flooding of areas as a result of an increase in the level of flowing or standing waters or as a result of an increase in the level of marine coastal waters;
- 8) fire – an activity of fire that spread beyond the hearth or started spontaneously and spread on its own;
- 9) robbery – an attempted or actual offence committed in order to take an insured asset by a perpetrator who used physical violence against the Insured Person or persons close to him or her or threatened to use it immediately, or caused the Insured Person or those persons to become unconscious or defenceless; a robbery also occurs when a perpetrator acts in a way described above immediately after a theft in order to remain in possession of the item taken;

- 10) professional sports equipment – equipment used for practising professional sports;
- 11) lightning strike – direct atmospheric discharge onto an insured asset, causing the flow of electrical charge through the said asset;
- 12) fall of an aircraft – a crash or forced landing of an airplane or another aircraft, including the fall of its parts or transported cargo onto an insured asset;
- 13) actual value – replacement value less the degree of technical wear and tear (depreciation);
- 14) explosion – a sudden change in the system's equilibrium in equipment and devices used in the Insured Person's household, with the simultaneous release of gas, dust or steam, triggered by its proliferation properties; as regards pressure vessels and other containers of this type, a loss caused by an explosion is recognised when the walls of these containers have been torn to such an extent that sudden pressure compensation has taken place due to the release of gas, dust, steam or liquid; an implosion consisting of a sudden damage to a vacuum vessel or apparatus by external pressure shall also be understood as an explosion;
- 15) escape of water from water and sewage installations – a failure resulting in water or steam leaving water supply, sewage, central heating and other installations and equipment, or water or sewage moving back from public sewage systems or the consequences of leaving, unintentionally, water and sewage taps open (in rooms);
- 16) groundwater overflow – groundwater making its way inside a building facility owned by the Insured Person as a result of natural factors or movements of mining sites;
- 17) land subsidence – the sinking of terrain due to the collapse of empty sub-surface spaces, not caused by human activity;

§ 4

Subject to § 5, Wiener TU SA. Vienna Insurance Group shall be liable for losses resulting from:

- 1) a disaster or an accident involving a means of transport;
- 2) burglary into locked rooms;
- 3) loss of sports equipment deposited for storage;
- 4) robbery;
- 5) fortuitous events in the form of: lightning strike, explosion, fall of aircraft, fire, hurricane, hail, heavy rain, flood, land subsidence, landslide, avalanche, groundwater overflow, escape of water from water and sewage installations;

§ 5

Sports equipment shall be provided with insurance cover if it is:

- 1) under the care of the Insured Person;
- 2) located in a room intended for storing sports equipment during the period in which the

equipment was entrusted to the carrier for transport based on a transport document;

- 3) located in a room adapted for storage of sports equipment (e.g. luggage lockers, sports equipment storage facilities, hotel rooms) or at the place of accommodation of the Insured Person;
- 4) located in a closed vehicle or other means of transport, provided that the sports equipment is placed in a closed trunk or in luggage compartments, so that it is invisible.

II. Sum insured

§ 6

1. The sum insured for sports equipment shall be specified by the Policyholder and may amount to PLN 2,000, PLN 5, 000 or PLN 10,000, as applicable, and shall apply to all events occurring during the period of insurance cover.
2. The amount referred to in sec. 1 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 7

Insurance cover shall not include:

- 1) professional sports equipment;
- 2) confiscation of sports equipment during customs clearance;
- 3) losses not exceeding the equivalent of PLN 100;
- 4) damage to sports equipment resulting from its manufacturing defects;
- 5) losses resulting from natural wear and tear of an insured asset as a result of its regular use.

IV. Course of action in the case of occurrence of an insured event

§ 8

1. In the event of a loss, the Insured Person shall perform any and all activities enabling them to collect documents and materials that make it possible to prove the occurrence of the loss and its amount and shall provide these to Wiener TU S.A. Vienna Insurance Group.
2. In addition, in the event of a loss, the Insured Person shall:
 - 1) use any available means to reduce the loss in insured property and to protect the property directly exposed to risk;
 - 2) in the case of a burglary or robbery – notify the local police unit within 24 hours and shall obtain a written confirmation of the notification with a list of items lost;
 - 3) if the loss occurred when the insured asset was located at the place of accommodation – report it to the management of a given place of accommodation and obtain a written confirmation of the fact of notification, together with a list of items lost and contact details of the person notified of the loss;

- 4) notify the relevant carrier of every loss that occurred in a public means of transportation and obtain a written confirmation of the fact of notification, with a list of items lost and contact details of the person notified of the loss;
 - 5) notify Wiener TU S.A. Vienna Insurance Group of the occurrence of the loss within 7 days from the date of becoming aware thereof or 7 days from the date of returning from the trip, and submit documents necessary to establish the liability of Wiener TU S.A. Vienna Insurance Group;
 - 6) submit to Wiener TU S.A. Vienna Insurance Group a list of damaged or lost equipment, stating its value, year of acquisition, and providing proof of purchase, receipts or warranty cards, if these are available to the Insured Person.
3. If the Insured Person has recovered the lost sports equipment after the payment of compensation, they shall immediately communicate this fact to Wiener TU SA. Vienna Insurance Group. Compensation paid for such equipment shall be returned. With the consent of Wiener TU SA. Vienna Insurance Group, the returned compensation may be reduced by the value of damage or deficiencies in the recovered equipment, provided that the Insured Person is not liable for the occurrence of such damage or deficiencies.
4. The Insured Person is obliged to provide every possible assistance provided by Wiener TU S.A. Vienna Insurance Group in seeking recourse, e.g. provide the relevant documents and necessary information.

§ 9

1. The amount of loss shall be established in accordance with the actual value of the subject of loss as documented by the Insured Person.
2. The value of repair costs shall be determined based on a repair bill for the damaged equipment or based on average prices applied by service providers, taking into account the actual extent of damage.
3. Repair costs must not exceed the actual value of the insured asset.
4. The repair cost bills submitted shall be verified by Wiener TU SA. Vienna Insurance Group.
5. Scientific, historic and collector values shall not be taken into account when determining the value of loss.
6. The equivalent of the compensation received by the Insured Person from other entities obliged to make up for the loss shall be deducted from the amount of loss determined.

V. Final provisions

§ 10

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 5

INSURANCE COVERING THE COST OF TREATMENT INCURRED IN CONNECTION WITH A SUDDEN ILLNESS RESULTING FROM CHRONIC ILLNESSES

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the payment of a benefit covering or reimbursing the incurred and documented costs of medical treatment of the Insured Person who had to undergo treatment during a foreign trip in connection with a sudden illness resulting from chronic illnesses.

§ 2

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

- 1) sudden illness – a medical condition that threatens the life or health of the Insured Person, occurring suddenly during the period of liability of Wiener TU S.A. Vienna Insurance Group, outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment prior to finishing the trip;
- 2) outcomes of chronic illnesses – a sudden illness having the form of aggravated symptoms of a chronic illness, occurring during the period of liability of Wiener TU SA. Vienna Insurance Group, outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment prior to finishing the foreign trip.

II. Sum insured

§ 3

The liability of Wiener TU S.A. Vienna Insurance Group within the scope covered by this Clause shall be limited to the sum insured specified in the contract, as referred to in § 7(1) and (2) of GTCI.

III. Final provisions

§ 4

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 6

INSURANCE COVERING THE COST OF TREATING TROPICAL DISEASES

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the payment of a benefit covering or reimbursing the incurred and documented costs of medical treatment of the Insured Person who had to undergo treatment during a foreign trip in connection with a sudden illness resulting from tropical diseases.

§ 2

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

- 1) tropical diseases – a group of diseases of various aetiology, most commonly occurring in countries with hot climate; these include: malaria, amoebiasis, typhoid fever, diphtheria, histoplasmosis, schistosomiasis, cholera, yellow fever, tetanus, hepatitis A and B; other less frequent tropical diseases include leishmaniasis, poliosis, pappataci fever and trachoma;
- 2) International Certificates of Vaccination, the so-called “Yellow Card” – proof of vaccination issued by authorised bodies;
- 3) compulsory vaccination – vaccination against yellow fever which is required when travelling to countries where a given disease occurs (endemic countries in Africa and South America);
- 4) recommended vaccination – vaccination recommended depending on the epidemiological situation of a given country, duration and purpose of travel, place of stay, immunity and age of a person; these include, among others, vaccinations against hepatitis A and B, diphtheria, tetanus, polio, typhoid fever and meningitis. Detailed information on vaccinations recommended for each country and region, considering the current epidemiological situation, is published and updated on the website of the World Health Organisation (WHO): www.who.int/ith.

II. Sum insured

§ 3

The liability of Wiener TU SA. Vienna Insurance Group within the scope covered by this Clause shall be limited to the sum insured specified in the contract referred to in § 7(1) and (2) of GTCI.

III. Exclusion of liability

§ 4

Insurance shall not cover the treatment costs if the Insured Person failed to undergo compulsory or recommended vaccination in due time.

IV. Final provisions

§ 5

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 7

INSURANCE COVERING THE COST OF TREATMENT INCURRED IN RELATION TO PRACTISING AMATEUR WINTER SPORTS

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the payment of a benefit covering or reimbursing the incurred and documented costs of medical treatment of the Insured Person which arose in relation to practising amateur winter sports by the Insured Person outside the territory of the Republic of Poland and the country of permanent residence, when the treatment was necessary from a medical point of view.

II. Sum insured

§ 2

The liability of Wiener TU SA. Vienna Insurance Group within the scope covered by this Clause shall be limited to the sum insured specified in the contract referred to in § 7(1) and (2) of GTCI.

III. Final provisions

§ 3

To the extent not regulated by the provisions of this Clause, the provisions of GTCI applicable the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by Resolution No. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 8

INSURANCE COVERING THE COST OF TREATMENT INCURRED IN RELATION TO PRACTISING PROFESSIONAL SPORTS AND HIGH-RISK SPORTS

I. Subject and scope of insurance

§ 1

1. Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinaf-

ter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the payment of a benefit covering or reimbursing the incurred and documented costs of medical treatment of the Insured Person which arose in relation to practising professional and high-risk sports by the Insured Person outside the territory of the Republic of Poland and the country of permanent residence, and the treatment was necessary from a medical point of view.

2. Insurance offered under this Clause shall also cover the costs of treatment in a decompression chamber.
3. Insurance shall also cover treatment costs arising in relation to practising amateur winter sports, without the need to extend the scope of insurance to include Clause no. 7 on the costs of treatment arising in relation to practising amateur winter sports.

II. Sum insured

§ 2

The liability of Wiener TU S.A. Vienna Insurance Group within the scope covered by this Clause shall be limited to the sum insured specified in the contract, as referred to in § 7(1) and (2) of GTCI.

III. Final provisions

§ 3

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 9

SEARCH AND RESCUE INSURANCE

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended, under this Clause, to include covering or reimbursing the cost of search and rescue activities.

§ 2

The term search and rescue costs used in this Clause shall have the following meaning:

- 1) costs of search operations concerning the Insured Person, conducted by specialised teams, and
- 2) costs of transportation of the Insured Person from the accident site to the nearest medical facility (sleigh, ambulance, helicopter or other most suitable means of transport), and

- 3) costs of providing emergency medical assistance, incurred from the moment of finding the Insured Person, until he or she is transported to the nearest medical facility.

The duration of the search operation shall be the period from the time the person was declared missing until the completion of the search operation.

§ 3

1. The subject of insurance shall be documented search and rescue costs, justified by applicable circumstances.
2. Search and rescue costs shall be paid, unless they have been previously covered by insurance of the costs of medical treatment, provided under GTCI, outside the territory of the Republic of Poland and the country of permanent residence – in accordance with § 3(3)(1) of GTCI.

II. Sum insured

§ 4

1. The sum insured for search and rescue costs is:
 - 1) in the territory of Europe and the Mediterranean Basin – the PLN equivalent of EUR 3,000;
 - 2) in the territory of all countries of the world, excluding Europe and the Mediterranean Basin – the PLN equivalent of EUR 5,000.
2. The amounts referred to in sec. 1 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 5

1. The insurance cover provided by Wiener TU SA. Vienna Insurance Group shall not include any events occurring in connection with:
 - a) practise of sports or high-risk sports on a regular basis, unless the scope of insurance cover has been extended in accordance with Clause no. 8;
 - b) performance of gainful employment, unless the scope of insurance cover has been extended in accordance with Clause no. 10;
 - c) practise of amateur winter sports, unless the scope of insurance cover has been extended in accordance with Clause no. 7 or 8;
 - d) detention or temporary arrest of the Insured Person as a result of dealing narcotics or other intoxicants.
2. The reimbursement of costs shall not apply if the search and rescue costs arose due to an unjustified notification of emergency or medical services.

IV. Course of action in the case of occurrence of an insured event

§ 6

In the event of an event covered by insurance under this Clause, the Insured Person shall:

- 1) immediately notify Wiener TU SA. Vienna Insurance Group or the Wiener TU SA. Vienna Insurance Group Emergency Centre of the occurrence of the event by phone or e-mail;
- 2) present any and all documents confirming the occurrence of the event, together with the fact that specific expenses have been incurred in this respect.

V. Final provisions

§ 7

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 10

INSURANCE COVERING THE COST OF TREATMENT INCURRED IN CONNECTION WITH THE PURSUIT OF GAINFUL EMPLOYMENT

I. Subject and scope of insurance

§ 1

1. Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended based on this Clause to include the payment of a benefit due to covering or reimbursing the incurred and documented costs of medical treatment of the Insured Person which arose in relation to the performance of gainful employment by the Insured Person outside the territory of the Republic of Poland and the country of permanent residence, and the treatment was necessary from a medical point of view.
2. If insurance cover is provided to persons who, being employees of a given organisational unit, go on multiple business trips abroad during a year, the conclusion of a group insurance contract is confirmed by means of an open policy.

II. Sum insured

§ 2

The liability of Wiener TU SA. Vienna Insurance Group within the scope covered by this Clause shall be limited to the sum insured specified in the contract referred to in § 7(1) and (2) of GTCI.

III. Exclusion of liability

§ 3

The insurance cover shall not include any treatment costs incurred in connection with a violation of occupational health and safety regulations in force in the country in which the event covered by the insurance occurred.

IV. Final provisions

§ 4

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 11

INSURANCE COVERING TRAVEL EXPENSES OF A SUBSTITUTE EMPLOYEE OR THE COST OF HIRING A DRIVER

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended, under this Clause, to include covering or reimbursing travel expenses of a substitute employee or covering or reimbursing the costs of hiring a driver.

§ 2

The term „travel expenses of a substitute employee“ used in this Clause shall mean the costs of transporting a person appointed to replace the Insured Person, which were incurred by the employer of the Insured Person and documented by relevant tickets or other proof of payment.

§ 3

1. The subject of insurance shall be the documented costs, justified by the applicable circumstances, of:
 - 1) travel of a substitute employee which occurred in connection with an event preventing the continuation of a business trip by the Insured Person, such as death, sudden illness or accident of the Insured Person or a close family member,
- or
- 2) hiring a professional driver or another person holding a driving licence who will take the Insured Person to the Republic of Poland if his or her health condition does not allow him or her to drive a vehicle and the accompanying person does not hold a driving licence entitling him or her to drive the vehicle by which the Insured Person travels.
2. The Insured Person's need to return earlier to the place of their residence should be confirmed by medical documentation.
3. Wiener TU SA. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.
4. For the acknowledgment of the costs referred to in sec. 1, a prior consent of the Wiener TU SA. Vienna

Insurance Group Emergency Centre or Wiener TU S.A. Vienna Insurance Group is required.

II. Sum insured

§ 4

1. The sum insured for travel expenses of a substitute employee or the costs of hiring a driver shall be EUR 1,000 for any and all events occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group.
2. The amount referred to in sec. 1 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 5

The insurance cover shall not include fuel costs, highway tolls, parking fees, accommodation costs and any other expenses incurred by the Insured Person during the Insured Person's return to the Republic of Poland or to another country of permanent residence.

IV. Final provisions

§ 6

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU S.A. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 12

THIRD-PARTY LIABILITY INSURANCE IN PRIVATE LIFE

I. Subject and scope of insurance

§ 1

1. Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance cover shall be extended to include third party liability of the Insured Person and the persons for whom the Insured Person is responsible in private life.
2. The terms used in this Clause shall have the following meaning:
 - 1) personal injury – bodily harm, health disorder or death;
 - 2) damage to property – damage, destruction or loss of property;
 - 3) injured party – any person who is not bound by an insurance relationship under this clause and in relation to whom the Insured Person is liable for the damage caused;
 - 4) close relative – spouse, cohabitant, sibling, ascendants (parents, grandparents, great-grand-

parents), descendants (children, grandchildren, great-grandchildren), stepfather, stepmother, mother-in-law, son-in-law, daughter-in-law, adoptees, children adopted for upbringing, also as part of a foster family within the meaning of family law, adoptive parents and other persons staying with the Insured Person in the same household.

3. The insurance shall cover third party liability of the Insured Person and the persons for whom the Insured Person is responsible in private life.
4. Wiener TU S.A. Vienna Insurance Group shall cover third party liability of the Insured Person and the persons for whom the Insured Person is responsible for personal damage or damage to property caused to the injured party by a prohibited act during the period of liability of Wiener TU S.A. Vienna Insurance Group but not earlier than from the moment of crossing the border of the Republic of Poland or the border of the country of permanent residence of the Insured Person or a person for whom the Insured Person is responsible, as applicable, outside the territory of the Republic of Poland and the border of the country of permanent residence.
5. Apart from the payment of the compensation due, within the limits of the amount of cover specified in the contract, Wiener TU S.A. Vienna Insurance Group shall also cover:
 - 1) justified and necessary costs of actions aimed at reducing the damage or preventing it from deteriorating, even if they prove ineffective;
 - 2) fees of experts appointed in consultation with Wiener TU S.A. Vienna Insurance Group to establish the circumstances or the extent of damage;
 - 3) necessary costs of legal defence in proceedings conducted at the request of or with the consent of Wiener TU S.A. Vienna Insurance Group.
6. At the request of the Policyholder and provided that an additional premium has been paid, the liability of Wiener TU S.A. Vienna Insurance Group may be extended to include personal or property damage caused by high-risk sports and professional sports.

II. Amount of cover

§ 2

1. The amount of cover is specified by the Policyholder and equals EUR 50,000 or EUR 100,000, respectively, for any and all losses covered by insurance.
2. After the compensation has been paid, the amount of cover shall be reduced by the amount of compensation paid.
3. The costs referred to in § 1(5) shall be credited towards the amount of cover.

III. Exclusion of liability

§ 3

Wiener TU S.A. Vienna Insurance Group shall not be liable for any damage:

- 1) caused intentionally or through gross negligence;
- 2) caused while under the influence of alcohol, narcotics, psychotropic agents or other similar substances;
- 3) caused to close relatives;
- 4) caused in the territory of the Republic of Poland and in the country of permanent residence of the Insured Person;
- 5) resulting from the pursuit of a profession or conducting business activity;
- 6) covered by a mandatory insurance scheme – also where the Insured Person failed to fulfil the insurance obligation;
- 7) caused as a result of violation of personal rights or intellectual property rights;
- 8) consisting in the payment of any kind of financial penalties, court or administrative fines, contractual receivables (including prepayments and liquidates damages for withdrawal from the contract) and public liabilities;
- 9) consisting in damage to, or destruction or loss of, any monetary values, securities, documents, data mediums, plans, jewellery, precious metals, collections, works of art, as well as any payment cards issued by banks;
- 10) to movables, including motor vehicles, used by the Insured Person under a lease or sub-lease agreement, contract of lease, contract of lending for use, contract of use or any other civil law contract;
- 11) caused in connection with the practise of high-risk sports, provided that the scope of insurance cover has not been extended to include damage occurring during the practise of high-risk sports, subject to § 1(6) of this Clause;
- 12) resulting from the transmission of infectious diseases and HIV, and as far as domestic animals being under Policyholder's care are concerned – infectious diseases;
- 13) arising from the possession of firearms;
- 14) arising in connection with the practise of professional or high-risk sport by the Insured Person, unless the scope of insurance cover has been extended in accordance with Clause 8, subject to § 1(6) of this Clause.

IV. Final provisions

§ 4

To the extent not regulated by the provisions of this Clause, the provisions of these GTCI applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

CLAUSE NO. 13

INSURANCE COVERING COSTS INCURRED IN RELATION TO TRAVEL DELAYS, CANCELLATION OF ACCOMMODATION AND TRAVEL TICKETS

I. Subject and scope of insurance

§ 1

Subject to the conclusion of an insurance contract pursuant to the General Terms and Conditions of Insurance applicable to the costs of medical treatment outside the territory of the Republic of Poland and the country of permanent residence, hereinafter referred to as GTCI, and after the payment of an additional premium, the scope of insurance shall be extended, under this Clause, to include reimbursing costs resulting from travel delays, cancellation of accommodation at a hotel and travel tickets.

§ 2

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

- 1) travel ticket – a document issued by or on behalf of a carrier (air, ferry, coach, rail, etc.), confirming the reservation or purchase of a ticket. These tickets must be issued for a foreign trip which begins in the territory of the Republic of Poland. The purchase of an electronic ticket shall be documented in the form of a confirmation containing the number and price;
- 2) heavy rainfall – rainfall with a coefficient of at least 4, established on the basis of the measurement data of the Institute of Meteorology and Water Management (IMI GW); if no IMI GW measuring station is located in the vicinity of the loss location, the actual state and amount of losses at the place of their occurrence shall be taken into consideration which clearly indicate the occurrence of heavy rainfall;
- 3) hail – precipitation consisting of ice chunks;
- 4) hurricane – winds reaching speeds not lower than 17.5 m/s that cause mass or single losses; the occurrence of this phenomenon should be confirmed by the Institute of Meteorology and Water Management – where such confirmation cannot be obtained, the actual state and extent of losses at the place of occurrence thereof or in the nearest vicinity, which prove the occurrence of such wind, shall apply;
- 5) tourist event – any foreign travels and tourist stays of the Insured Person organised by a travel agency or by another entity, based on a consolidated itinerary and offered under a common price, where such services include an overnight stay or last more than 24 hours, or where the itinerary provides for a change of the place of stay;
- 6) avalanche – a sudden slide or roll of masses of snow, ice, stones or rocks downhill;
- 7) sudden illness – a medical condition that threatens the life or health of the Insured Person, occurring suddenly during the period of liability.

- ity of Wiener TU SA. Vienna Insurance Group, requiring immediate medical attention and resulting in the need to undergo treatment;
- 8) outcomes of chronic illnesses – a sudden illness having the form of aggravated symptoms of a chronic illness, occurring during the period of liability of Wiener TU S.A. Vienna Insurance Group, requiring immediate medical attention and resulting in the need to undergo treatment;
 - 9) close relative – spouse, cohabitant, sibling, ascendants (parents, grandparents, great-grandparents), descendants (children, grandchildren, great-grandchildren), stepfather, stepmother, mother-in-law, son-in-law, daughter-in-law, adoptees, children adopted for upbringing, also as part of a foster family within the meaning of family law, adoptive parents;
 - 10) landslide – the movement of earth down slopes and hillsides not caused by human activity;
 - 11) flood – inundation of areas as a result of a raised level of standing and flowing water; a flooding of areas as a result of heavy rainfall or water flow along slopes in mountain regions and hills;
 - 12) fire – an activity of fire that spread beyond the hearth or started spontaneously and could spread on its own;
 - 13) lightning strike – direct atmospheric discharge onto an insured asset, causing the flow of electrical charge through the said asset;
 - 14) fall of an aircraft – a crash or forced landing of an airplane with or without an engine, or another aircraft, including the fall of its parts or transported cargo;
 - 15) explosion – a sudden change in the system's equilibrium in equipment and devices used in the Insured Person's household, with the simultaneous release of gas, dust or steam, triggered by its proliferation properties; as regards pressure vessels and other containers of this type, a loss caused by an explosion is recognised when the walls of these containers have been torn to such an extent that sudden pressure compensation has taken place due to the release of gas, dust, steam or liquid; an implosion consisting of a sudden damage to a vacuum vessel or apparatus by external pressure shall also be understood as an explosion;
 - 16) escape of water from water and sewage installations – a failure resulting in water or steam leaving water supply, sewage, central heating and other installations and equipment, or water or sewage moving back from public sewage systems or the consequences of leaving, unintentionally, water and sewage taps open (in rooms);
 - 17) groundwater overflow – groundwater making its way inside a building facility owned by the Insured Person as a result of natural factors or movements of mining sites;
 - 18) land subsidence – the sinking of terrain due to the collapse of empty sub-surface spaces, not caused by human activity;

§ 3

1. The subject of insurance shall be the documented costs, incurred by the Insured Person and justified by the circumstances, of:
 - 1) delays in travel (on a commercial flight, by bus, ship, ferry) by at least 5 hours in relation to the scheduled time;
 - 2) cancellation of a trip (on a commercial flight, by bus, ship, ferry);
 - 3) cancellation of accommodation at a hotel due to reasons for which the Insured Person or the Policyholder is not liable;
 - 4) cancellation of a travel ticket.
2. The costs related to the delay or cancellation of a trip shall be reimbursed provided that the delay or cancellation of the trip was caused by adverse weather conditions, strikes of the employees of the carrier or port or station staff, or by defects in the means of transport for which the Insured Person had a valid travel ticket. The delay or cancellation of the trip must be confirmed by the carrier.
3. Costs related to the cancellation of accommodation at a hotel and the cancellation of a travel ticket shall be reimbursed only if they arise from the following events:
 - 1) a sudden illness or accident preventing the Insured Person from going on the trip, requiring hospital treatment for a period not shorter than 7 days or outpatient treatment for a period not shorter than 14 days;
 - 2) death of the Insured Person;
 - 3) a sudden illness or accident of a close relative requiring the presence of the Insured Person and his or her permanent care over that relative, provided that no other adult from the same household can take care of that relative;
 - 4) a sudden illness or accident of an accompanying person;
 - 5) death of a close relative;
 - 6) an offence committed by third parties to the detriment of the Insured Person or close relatives, which gave rise to the need to perform factual or legal actions in person;
 - 7) events the consequences of which directly affected the property of the Insured Person, i.e. burglary, fire, lightning strike, explosion, hurricane, fall of aircraft, flood, hail, heavy rain, land subsidence or landslide, avalanche, escape of water from water and sewage installations, groundwater overflow – causing the Insured Person to perform, in person, appropriate factual or legal actions aimed at eliminating the effects of such events;
 - 8) documented theft or loss of documents necessary for the trip (e.g. passport, entry visa), provided that the theft or loss took place within the period of 30 days prior to the trip and was reported to the relevant authorities within 24 hours from the theft, unless circumstances prevented such notification from being completed.

4. The reason for ticket cancellation must be confirmed by relevant documents (e.g. a medical certificate or a police certificate).
5. The costs indicated in sec. 1 shall be reimbursed up to the sums insured specified in § 5.

§ 4

1. Wiener TU SA. Vienna Insurance Group shall cover the costs incurred by the Insured Person to purchase essential items (clothing, toiletries) in connection with the delay or cancellation of travel, up to PLN 500. The costs incurred shall be reimbursed unless the costs of purchase of the essentials have been reimbursed by the carrier.
2. The benefit shall be paid from the 6th hour of the delay, up to the amount of the sum insured.

II. Sum insured

§ 5

1. The sum insured shall constitute the upper limit of liability of Wiener TU SA. Vienna Insurance Group.
2. The sum insured for travel delays or cancellations amounts to PLN 500.
3. The sum insured for cancellation of accommodation at a hotel and cancellation of a travel ticket amounts to PLN 3,000.
4. The sums insured referred to in sec. 2 and 3 shall apply to any and all insured events occurring during the insurance period.
5. The sums insured referred to in sec. 2 and 3 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 7(1) of GTCI.

III. Exclusion of liability

§ 6

1. Wiener TU SA. Vienna Insurance Group shall not be liable if the event causing the cancellation of a travel ticket was caused by the Insured Person as a result of:
 - 1) committing or attempting to commit an offence or suicide;
 - 2) engaging in fights, riots and commotion, strikes, roadblocks, protests;
 - 3) deliberate action;
 - 4) mental disorders and diseases;
 - 5) an accident which occurred while driving a motor vehicle or any other vehicle under the influence of alcohol, under the influence of narcotics, psychotropic drugs or other similar substances or without the required authorisations to drive such a vehicle;
 - 6) poisoning with alcohol, narcotics, psychotropic drugs or similar substances;
 - 7) actions under the influence of alcohol, under the influence of narcotics, psychotropic drugs or other similar substances.
2. Wiener TU SA. Vienna Insurance Group shall not be liable if the event giving rise to the cancellation of a travel ticket occurred as a result of:

- 1) warfare or state of emergency;
 - 2) nuclear or chemical contamination or irradiation.
3. Wiener TU SA. Vienna Insurance Group shall not cover or reimburse the costs of cancellation of a travel ticket if there were medical contraindications as regards the Insured Person going on a trip travel or indications to perform a surgery or undergo medical treatment under hospital conditions.

4. Wiener TU SA. Vienna Insurance Group shall not cover or reimburse the costs of cancellation of a travel ticket if the cancellation of the travel ticket was caused by an obstacle to the trip arising from:

- 1) chronic illnesses and their consequences which were known to the Insured Person before the date of conclusion of the insurance contract;
- 2) health consequences or medical complications related to pregnancy, abortion, childbirth or miscarriage;
- 3) circumstances other than those indicated in item 1) existing prior to the date of conclusion of the insurance contract, of which the Insured Person was aware or could easily learn about (e.g. passport invalidity, border closure);
- 4) cancellation of travel by the employer.

5. Insurance shall not cover the costs of cancellation of:

- 1) charter flight tickets;
- 2) tickets for multiple trips;
- 3) tickets where the date of departure or end of the trip is not clearly defined.

6. Wiener TU SA. Vienna Insurance Group shall not reimburse the costs of an entry visa or additional charges related to ticket cancellation.

7. Wiener TU SA. Vienna Insurance Group shall also not be liable for any financial losses resulting from the cancellation of accommodation or travel ticket if the hotel or carrier is informed of the cancellation of accommodation or travel ticket and its reasons later than 2 working days after the date of the occurrence of the event.

IV. Course of action in the case of occurrence of an insured event

§ 7

1. The Insured Person is obliged to immediately notify the loss to Wiener TU SA. Vienna Insurance Group Emergency Centre, in no case later than 7 days from the date of return from the trip or after the cessation of the reasons preventing the loss from being reported.
2. In addition, the Policyholder is obliged to:
 - 1) immediately notify the carrier in writing about the need to cancel the ticket, and where it is necessary to cancel the accommodation – also notify the hotel;
 - 2) notify the Wiener TU S.A. Vienna Insurance Group Emergency Centre of the occurrence of an event causing the cancellation of the ticket or accommodation immediately after becoming aware thereof;

- 3) provide Wiener TU S.A. Vienna Insurance Group with any and all documents necessary to assess the legitimacy of the claim, i.e.:
 - a) confirmation of payment for the travel ticket, accommodation;
 - b) documents confirming that the costs of accommodation or travel ticket have been incurred in connection with their cancellation;
 - c) declaration of the cancellation of hotel accommodation or a travel ticket, as confirmed by the hotel or carrier, as applicable, which should be drawn up not later than within 2 working days from the date of occurrence of the event giving rise to the cancellation;
 - d) certificate issued by the hotel's or carrier's administrative personnel, regarding the amount of reimbursement granted for the cancellation of accommodation or travel ticket;
 - e) documentation confirming the need to cancel the ticket, e.g. medical documentation, death certificate of a close relative, a police certificate confirming property damage, a certificate from local authorities confirming the occurrence of fortuitous events.
3. If the Policyholder, due to wilful misconduct or gross negligence, failed to fulfil any of the obligations referred to in this paragraph, which affected the establishment of the circumstances of the event or the extent of damage, Wiener TU SA. Vienna Insurance Group may refuse to pay or may reduce the amount of the compensation.

V. Determination and payment of compensation

§ 8

1. The validity and amount of compensation shall be determined on the basis of the documents referred to in § 7.
2. Wiener TU SA. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.
3. Wiener TU S.A. Vienna Insurance Group may request the Policyholder or its statutory representative to grant a written consent to apply, to the entities which provided health services to the Insured Person, to provide information required to verify the data provided by that person on their health condition, in particular to doctors who have exercised or continue to exercise care over the Insured Person, in order to establish whether the disease in question is the outcome of pre-existing diseases or has occurred for the first time.
4. Should it be impossible to determine the health condition of the Insured Person based on available documents, opinions and medical information, Wiener TU S.A. Vienna Insurance Group shall determine the health condition of the Insured Person based on examinations conducted by a certifying physician designated by Wiener TU S.A. Vienna Insurance Group.

5. The amount of compensation in the event of cancellation of a travel ticket or cancellation of accommodation shall be the difference between the price and the amount of refund made by the hotel or carrier.
6. The costs referred to in sec. 5 must not exceed the sum insured referred to in § 5(3).
7. Compensation under the contract concluded shall be paid to the Insured Person in PLN.
8. Expenses incurred in foreign currencies shall be converted into PLN based on the average exchange rate announced by the National Bank of Poland applicable as at the date of establishing the compensation amount.
9. Costs shall be reimbursed in the order in which Wiener TU SA. Vienna Insurance Group receives the documents confirming the fact they have been incurred, unless otherwise agreed between the Insured Person and Wiener TU S.A. Vienna Insurance Group.
10. If the reason for applying for compensation is the death of the Insured Person, the compensation shall be paid to the eligible person.
11. If the Policyholder incurs the costs referred to in § 3(1) and (2), Wiener TU SA. Vienna Insurance Group shall pay compensation to the Policyholder to the extent that the costs have been covered by the Policyholder, within the limits of the sum insured.

VI. Final provisions

§ 9

To the extent not regulated by the provisions of this Clause, the provisions of these GTCL applicable to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, approved by means of Resolution no. 125/16 of the Management Board of Wiener TU SA. Vienna Insurance Group of 6 September 2016, shall apply.

Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group
ul. Wołoska 22A, 02-675 Warszawa
tel.: 22 469 69 69,
fax: 22 469 69 70
www.wiener.pl