



Business & Travel Insurance



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Business & Travel Insurance

Insurance product information sheet

ERGO
HESTIA®

**Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland**

**Product: General Terms and Conditions of Business
& Travel Insurance**

Full details are given in the General Terms and Conditions of Business & Travel Insurance of 12 February 2024 (code: PAT/OW071/2402).

The terms used in the document have the meanings set out in the GTC.

In this document, if we use the form of "we" – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

What kind of insurance is it?

The Business & Travel insurance product is a travel and assistance medical expenses insurance (group 2 sickness insurance, group 18 assistance); personal accident insurance (group 1 accident insurance); private third-party liability insurance (group 13 general liability insurance); insurance of luggage, delay in luggage delivery, delay in the means of transport, costs of travel interruption, and sports equipment insurance (group 9 insurance covering other property claims caused by other causes, such as theft); all the above-mentioned insurances are property insurance under Section II of the Annex to the Act of 11 September 2015 on insurance and reinsurance activity.



What is the insured item?

- ✓ The insurance is provided to groups depending on the type of work they perform, going on business trips in Poland and abroad and practising various sports disciplines;
- ✓ The insurance covers the death or consequences of personal accidents suffered by the insured;
- ✓ The scope of personal accident insurance covers the payment of benefits for death, permanent disablement, purchase of medical devices, dental restoration of teeth, vocational training of persons with disabilities, permanent incapacity to work in the current profession and assistance in the territory of the Republic of Poland; Against payment of an additional premium, cover may include the following benefits: daily allowance for total, temporary incapacity for work or study, stay in a sanatorium, medical and rehabilitation expenses, funeral and plastic surgery costs incurred in the territory of the Republic of Poland, daily hospital allowance and one-off benefit for permanent incapacity to work in any occupation, as well as events related to myocardial infarction or cerebral stroke, competitive sports and events resulting from passive participation in terrorist acts, as well as participation in expedition;
- ✓ The sum insured for personal accidents is specified in the insurance contract;
- ✓ The insurance covers the required and documented medical expenses incurred by the insured outside the Republic of Poland and the country of permanent residence, in connection with their sudden illness or an accident, arising during the insured's stay outside of the Republic of Poland or the country of permanent residence;
- ✓ The travel medical expenses insurance coverage, upon payment of an additional premium, extends to blue-collar employment for hire or reward, high-risk sports, competitive sports, passive participation in terrorist acts, participation in expedition;
- ✓ Travel medical expenses cover also includes the costs of: transport and repatriation, rescue, property and personal liability, luggage, delay in luggage delivery, delay or cancellation of the means of transport, travel interruption, immediate assistance and the cost of sports equipment;
- ✓ The sum insured for travel medical expenses shall be specified in the insurance contract;
- ✓ The sum insured for transport and repatriation costs shall be specified up to the sum insured for travel medical expenses;
- ✓ The sum insured for the rescue costs shall be specified up to the sum insured for the travel medical expenses;



What events are not covered by the insurance?

Personal accident insurance shall not cover:

- ✗ as a result of war, armed conflict, hostilities (including without formally declaring war), invasion or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution; the exclusion also applies to analogous activities taking place in cyberspace (cyber-war, cyber-terrorism), strikes, civil unrest, strife, riots, lockouts;
- ✗ effects of nuclear energy or radioactive contamination, radioactive substances, magnetic and electromagnetic fields and the effects of any chemical, biochemical, biological or electromagnetic weapon;
- ✗ claims occurring as a result of mental illness or conditions resulting from the addiction to psychoactive substances or a disease of the nervous system;
- ✗ poisoning of gastrointestinal tract;
- ✗ claims resulting from poisoning by alcohol, drugs, nicotine or other intoxicants;
- ✗ reimbursement of costs of purchase of implants and implantation;
- ✗ self-mutilation.

Travel medical expenses insurance shall not cover:

- ✗ medical expenses in excess of what is required to restore the insured's health to the condition enabling his/her return or transport to the country of permanent residence;
- ✗ claims caused wilfully by a person with whom the insured lives in the same household;
- ✗ costs of translation of medical records; practising extreme sports;
- ✗ plastic surgery or cosmetic procedure;
- ✗ car and motorcycle test drives, rallies or races, travels by aircrafts; reimbursement of costs for telephone calls;
- ✗ sudden illness or accident in the territory of Iran.

Travel liability insurance shall not cover:

- ✗ claims related to running a business, as well as caused by items supplied or manufactured by the insured, or works or services performed by the policyholder;
- ✗ claims related to motor vehicles, which were used by insured persons under a rental, lease, lending for use agreement or other related legal relationship;
- ✗ claims related to the use of motor vehicles or running a farm, within the scope of the compulsory insurance system;
- ✗ claims caused by the policyholder's failure to exercise its professional activities;
- ✗ caused to the insured's relatives or persons employed by the insured, regardless of legal basis for the employment;

- ✓ The sum insured of luggage shall be specified in the insurance contract;
- ✓ The sum insured for the delay in luggage delivery is specified in the insurance contract;
- ✓ The sum insured for delay or cancellation of the means of transport shall be specified in the insurance contract;
- ✓ The sum insured for travel interruption costs shall be specified in the insurance contract;
- ✓ The sum insured of the third-party liability insurance shall be specified in the insurance contract;
- ✓ The sum insured for sports equipment may amount to PLN 10,000 or PLN 25,000, at the Policyholder's discretion.

- ✗ claims involving the occurrence of financial loss unrelated with damage to property or bodily injury;
- ✗ claims occurring against monetary values, documents, plans, archives, stamp collections, coin collections, or works of art;
- ✗ coverage of fines and administrative or legal penalties and other financial penalties imposed on the policyholder.

Travel luggage insurance shall not cover:

- ✗ cash, securities, payment cards, public and private documents;
- ✗ claims related to luggage consisting exclusively in the damage to or destruction of suitcases, trunks and other luggage containers;
- ✗ claims related to luggage involving damage, destruction or loss of items in connection with their use.

Sports equipment insurance shall not cover:

- ✗ claims involving the loss of the value or aesthetic values of the insurance subject, which do not prevent the possibility of further use of sports equipment for its intended purpose;



What are the insurance coverage limitations?

Personal accident insurance shall not cover:

- ! claims resulting from committing or attempting to commit an offence or suicide;
- ! death and disablement resulting from improper medical treatment or improperly performed surgeries; the insurance coverage exists if the treatment or the surgeries result from an accident covered by the insurance;
- ! claims resulting from being intoxicated or remaining under the influence, unless the fact has no bearing on the claim;
- ! claims resulting from infections, unless the insured was infected with a micro-organism as a result of injuries suffered in a personal accident covered by the scope of insurance.

Travel medical expenses insurance shall not cover costs incurred in connection with:

- ! destruction, confiscation, nationalisation, seizure or requisition of property by the customs authorities or other authorities;
- ! travelling by aircraft, except for travelling as a passenger if the flight is performed in accordance with the applicable laws;
- ! complications from the 32nd week of pregnancy; childbirth after the 32nd week of pregnancy;
- ! abortion unless it is made in order to save life or health;
- ! plastic surgery or cosmetic procedure;
- ! damage caused willfully or due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances;
- ! damage caused willfully by a person with whom the insured lives in the same household.

Third-party liability insurance shall not cover to the following types of damage:

- ! associated with the use of ships as well as flying and floating machines except for equipment powered by wind or by the insured person;
- ! occurring in load, resulting from non-performance or improper performance of the carriage or forwarding contract;
- ! for which the policyholder is responsible as a result of the acquisition of third-party liability of a third party, or as a result of extension of its third-party liability arising from the applicable provisions of law;
- ! which may be covered under the third-party liability insurance contract concluded with another insurer for an earlier or later period of insurance;
- ! resulting from the transmission of infectious diseases, the existence of which was known to the policyholder, or could be known on the best effort basis.

			<p>Luggage insurance shall not cover:</p> <ul style="list-style-type: none"> ! caused by theft; ! occurring against luggage which was located in the insured's accommodation, namely a tent; ! occurring against luggage visible in a motor vehicle or a caravan <p>Sports equipment insurance shall be limited in relation to the following claims:</p> <ul style="list-style-type: none"> ! occurring against sports equipment while driving outside designated routes; ! caused during the use of sports equipment not in accordance with its intended purpose, indicated in the operating manual for this equipment issued by the manufacturer.
	<p>Where is the insurance coverage valid?</p> <ul style="list-style-type: none"> ✓ in the case of an accident, worldwide, excluding Iran. ✓ for travel medical expenses, outside the Republic of Poland and outside the country of permanent residence, excluding Iran. 		
	<p>What are the responsibilities of the policyholder/insured?</p> <p>Obligations at the beginning of the contract:</p> <ul style="list-style-type: none"> - The policyholder shall be obliged to inform the insurer of all circumstances known to the insured and enquired by on the offer form or in other documents prior to contract conclusion; if the insurance contract is concluded on behalf of another person, this obligation shall apply both to the policyholder and the insured, unless the insured was not aware of the contract being concluded on his or her behalf. <p>Obligations during the term of the insurance contract:</p> <ul style="list-style-type: none"> - The policyholder shall be obliged to pay the premium; - The policyholder is obliged to report any changes in circumstances immediately upon becoming aware of them; - The insured is obliged to use all available measures in order to salvage the insured item and prevent or reduce the size of the loss; <p>In the event of claim, the insured shall:</p> <ul style="list-style-type: none"> - notifies the insurer about the event immediately after it occurred or upon learning about it; - provides the insurer with the documents and bills necessary for processing the request for payment of compensation or benefit; - actively cooperates with the insurer. - comply with the recommendations of the Emergency Centre, providing the Emergency Centre with information and necessary powers of attorney, and enable it to perform actions necessary to determine the circumstances of the claim as well as the validity and the amount of claim, and provide assistance and explanations to that end. 		
	<p>How and when should premiums be paid?</p> <p>The premium or the first instalment thereof shall be paid within the time limit specified in the insurance contract in the form of a transfer or postal order to the indicated bank account or by an intermediary.</p>		
	<p>When does the insurance coverage begin and end?</p> <p>In the case of personal accident insurance and travel medical expenses insurance, the insurance cover shall commence on the date and time specified in the contract, provided that the premium or the first instalment thereof is paid, and shall end upon the expiry of the insurance period. However, failure to pay the next instalment of the premium within the time limit specified in the insurance contract and failure to pay within 7 days of the date of delivery of the request shall result in cessation of the insurer's liability.</p> <p>If the insurance contract for travel medical expenses is concluded for the account of a person residing outside Poland, the insurance cover shall commence on the date and time specified in the contract as the beginning of the insurance period, but not earlier than after 2 days from the date of conclusion of the contract.</p>		
	<p>How can the contract be terminated?</p> <p>The policyholder may terminate the contract at any time within the deadline specified in the contract or the General Terms and Conditions of Insurance, and in the absence thereof – with immediate effect.</p> <p>If the insurance contract was concluded for a period exceeding 6 months, the policyholder has the right to withdraw from the contract within 30 days of its conclusion. The policyholder who concluded an insurance contract by remote means may withdraw from the contract within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on consumer rights, whichever date is later.</p>		

Why choose the ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Nationwide network of advisers.

Customers can benefit from the expertise of thousands of our agents throughout Poland.

3

We protect you.

We provide coverage to 1,500,000 individual customers every day.

4

Confidence of top market players.

We protect the companies of key significance for the Polish economy.

5

25 years of experience.

We anticipate situations that may happen to our Customers.

6

The highest quality of claim adjustment.

We adjust claims following a transparent procedure.

7

Open dialogue with the Customer.

We talk with customers via the online Idea Forum.

8

Complaint management.

We listen to our customers and analyse complaints.

9

ERGO Hestia Customer Ombudsperson.

We establish relationships with customers, examine problems and search for solutions.



General Terms and Conditions of Business & Travel Insurance

AB-BP-01/24

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The table shows which provisions of these General Terms and Conditions of the Business & Travel Insurance govern the issues mentioned in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity:

Name of the insurance	Number of the contract template's editing unit	
	Prerequisites for payment of compensation and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of compensation and other benefits or to decrease their amounts:
Common for all insurance	§ 3 § 4 § 5 § 6 § 7	§ 13 section 2 § 14 section 4 § 15 section 2 – 3 § 20
Consequences of accidents	§ 22 section 1 § 22 section 3 §§ 23 – 33 § 38 section 5 § 39 § 40 § 43	§ 22 section 2 § 38 section 4 § 41 § 51 § 53 § 54
Travel Medical Expenses	§ 55 § 56 section 1 § 56 section 5 § 57 section 1 § 58 § 59 § 60 § 62 section 1 § 63 § 64 § 65 § 66 § 67 § 69 § 70 § 74 § 86 section 1	§ 12 § 56 section 2 – 4 § 57 section 2 § 62 section 2 § 68 § 72 § 81 § 85 § 86 section 2 – 7
Sports equipment	§ 89 § 90	§ 91 § 95

Basic information

Product:

General Terms and Conditions of Business & Travel Insurance

The Business & Travel insurance product is property insurance which, in accordance with the applicable law, falls within classes 1, 2, 9, 13 and 18 in Chapter II.

Insurer:

Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

ul. Hestii 1, 81-731 Sopot

National Court Register (KRS) No 0000024812, 8th Commercial Division of the National Court Register of the District Court for Gdańsk-Północ in Gdańsk.

Tax ID No (NIP) 585-000-16-90

Share capital paid in full: PLN 196,580,900.

We have the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

In this document, if we use the form of “we” or “ERGO Hestia” – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

General provisions

§ 1

1. Pursuant to the General Terms and Conditions of Insurance (GTC), we conclude insurance contracts for:

Section I – PERSONAL ACCIDENT INSURANCE

- 1) personal accident insurance

Section II – TRAVEL INSURANCE

- 1) medical expenses (KL) abroad;
- 2) luggage;
- 3) delay of luggage delivery;
- 4) delay or cancellation of a means of transport;
- 5) costs of travel interruption;
- 6) travel liability;

with natural persons, legal persons and unincorporated organisational units to which the Act confers legal capacity, hereinafter referred to as the “policyholders”.

Section III – SPORTS EQUIPMENT INSURANCE

- 1) sports equipment.

2. On the basis of the General Terms and Conditions of Insurance, only a natural person may act as the insured.
3. Definitions of terms used in the General Terms and Conditions of Insurance may differ from their typical and general meaning, as well as from the definitions used in generally applicable provisions of law. The wording of the definitions in clause 2 below may affect the scope of insurance coverage.
4. Insurance contracts may be concluded on agreed terms and conditions, different from the provisions of the General Terms and Conditions of Insurance, and extended by additional clauses. These terms and conditions shall be confirmed in writing in the insurance contract.

What definitions have we applied

§ 2

The terms used in the GTC shall have the meanings consistent with the following definitions:

1. luggage	personal effects of the insured which are taken for a trip, as well as things that are held by the insured only temporarily, if they were rented or lent for use by the employer, legal entity or other organisational unit, provided that such rental or letting for use was confirmed in writing by the renting or lending entity, such as: a) clothing and other personal effects; b) portable photo and video recording equipment, smartphones, mobile phones, tablets, electronic appliances, jewellery and watches, as well as musical instruments; c) pushchairs, non-registrable wheelchairs, and medical and rehabilitation equipment. Luggage within the meaning of the definition shall not include sports equipment, cash, official or private documents, travel tickets for urban transportation, works of art, antiques and collections, furs, computer programs and data carriers of all kinds, hunting weapons and trophies, car accessories and items constituting equipment of caravans and boats, items in the quantity indicating their commercial purpose, items used for commercial, service or production activities, resettlement items.
2. direct care	control over the sports equipment or luggage that enables immediate action of the insured in order to prevent damage, and in the case of loss involving the annexation of property by a third party makes it impossible without the use of physical violence or threat of its immediate use against the insured.
3. fight	confrontation of two or more persons striking each other, each acting in a double capacity as the attacked and the attacker.
4. Emergency Centre	the organiser providing assistance services on behalf of ERGO Hestia.
5. chronic disease	morbidity characterised by slow development and long course, treated continuously or periodically before the insurance contract was signed, during which the symptoms may periodically flare up or recede.
6. mental illness	medical diagnosis-confirmed mental diseases and disorders classified by disease breakdown F – mental and behavioural disorders, in the form of the ICD International Statistical Classification of Diseases and Related Health Problems – 10.
7. expedition	an arranged trip to places with extreme climatic or natural conditions, aimed at carrying out assigned sports, scientific or recreational tasks, such as: jungle, bush, desert, glacial, snow, or polar expedition, climbing above the altitude of 5300 metres above sea level.
8. epidemic	occurrence of infections or contagious diseases in a given area in a number significantly higher than in the previous period or occurrence of infections or contagious diseases not yet present.
9. blue-collar employment for hire or reward	the insured taking up or carrying out physical activities for which the insured is remunerated, regardless of the legal basis for the employment.
10. medical expenses	costs incurred for examinations and outpatient and surgical interventions, stay in a healthcare facility, as well as the purchase of necessary medicines and dressings.
11. burglary	seizing or an attempt at seizing property from the premises (and in the Luggage Insurance also from a car boot, a caravan, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender, obtained by the perpetrator as a result of burglary of another room or a robbery.
12. country of permanent residence	Republic of Poland or country of which the Insured is a citizen or country of permanent residence and is covered by social security.
13. outpatient treatment	treatment unrelated to stay in a hospital or other medical facility, not requiring treatment on an around-the-clock or all-day basis.
14. lockout	decision of the owner to close down the workplace, combined with laying off employees, aimed at forcing them to accept worse working conditions or due to strike.
15. multi-agent	agent acting for or on behalf of ERGO Hestia and other insurers
16. sudden illness	morbidity occurring suddenly and requiring immediate medical attention. A chronic disease is also considered a sudden illness.
17. consequences of chronic disease	exacerbation of symptoms of chronic disease, manifesting itself suddenly, and therefore causing the necessity to undergo immediate treatment,
18. accident	a sudden event caused by an external reason or due to unconsciousness of an unknown reason, as a result of which the insured, regardless of their will, suffered a bodily injury, loss of bodily function or died.
19. relatives	spouse, domestic partner, siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, stepfather, stepmother, stepchildren, adopted children and adoptive parents.

20. accompanying person	a person travelling with the insured.
21. person called upon to accompany	a person designated by the insured to accompany during treatment or transportation.
22. beneficiary	natural person indicated by the insured, eligible to receive the amount due in the event of the insured's death,
23. third parties	all persons not covered by insurance.
24. pandemic	an epidemic of particularly large infectious disease in a large area, covering countries and even continents.
25. travel	stay of the insured outside the Republic of Poland and stay outside the country of permanent residence, in the case of air or water transport, the commencement of the journey shall be deemed to be the passage through customs clearance.
26. entrepreneur	natural person, legal person or other entity which does not constitute a legal entity, granted legal capacity under a relevant act and carrying out its own commercial or professional activities.
27. carrier	an entrepreneur authorised to carry out economic activities in the field of road, rail, air and inland waterway transport.
28. external cause	a factor which does not derive from the intrinsic properties or conditions of the human body. An external cause is the action of factors external to the human body, such as the action of machinery, vehicles, persons other than the insured, items, animals or factors such as electricity, high temperature, noise or shock, which were the only factor causing the injuries. At the same time, we stipulate that the stress and survival of the insured person is not an external cause.
29. robbery	seizure of property by threat of immediate use of physical violence against the insured (or their relatives) or bringing the insured (or their relatives) to a state of unconsciousness or helplessness, A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the insured.
30. extreme sports	sports practiced under difficult (dangerous) conditions that involve greater risks than other sports, usually require above-average physical or mental abilities and adequate preparation, such as: abseiling, balloon/airship, base jumping, buggy rollin, canyoning, cyclotrial, freediving (breath-hold diving), heliboarding, heliskiing, highline, house running (rap sliding), hydrospeed, cycling marathon, art cycling, mountain cycling (downhill, cross-country, BMX), cyclo-cross, military aviation, glider flying, helicopter flying, motocross, alpine skiing outside of marked trails (freeride), scuba diving without safety equipment, diving below 40 metres, paracycling, cycle ball, rock boarding, ski mountaineering, skydiving, snowboarding outside of marked trails (freeride), treeclimbing, gyroplane (autogyro), climbing without safety equipment.
31. high-risk sports	aerodium, mountaineering, baseball, biathlon, bobsledding, American football, field hockey (grass, ice, in-line, roller, floorball, dodgeball, skater field hockey, bands, ringette), motor yachting, snowmobiling, skiing and jet skiing, and sports, in which vehicles designed to travel on snow or ice are used, equestrianism, mountain and sea kayaking, karting, kitesurfing, track cycling, basketball, cricket, lacrosse, landkiting, archery, figure and speed skating, urban surfing, motor-gliding, hunting, Nordic skiing (including water skiing, alpine skiing), scuba diving up to 40 metres, scuba diving with breathing apparatus, paintball, paragliding, parasailing, association football, handball, volleyball, weightlifting, polo, rafting and other water sports practiced on mountain rivers, rugby, sandboarding, tobogganing, skateboarding, skeleton, ski bike, bungee jumping, water jumping, ski jumping, jet skiing, snowmobiling, snowboarding, caving, aerial sports (excluding those listed under extreme sports), motorboat sports, motor sports, parachute and balloon sports, shooting, SUP, fencing, tennis, surfing, windsurfing, climbing at the altitude of up to 5300 metres above sea level, martial arts and defense sports of all kinds, trekking at the altitude of up to 5300 metres above sea level, classic triathlon, wakeboarding, rowing, wrestling, offshore sailing (non-transoceanic) over 12 miles to 100 nautical miles from shore, ice sailing (boating), inland sailing.
32. sports equipment	equipment and accessories, including clothing, footwear, protective headgear and protectors, necessary to practise all types of sport on rollers, all skiing varieties, snowboarding, surfing, cycling, diving, covered by insurance.
33. alcohol intoxication	condition in which the concentration of alcohol in the blood is above 0.5‰ or the concentration of alcohol in exhaled air is above 0.25 mg of alcohol in 1 dm ³ .
34. being under the influence of alcohol	condition in which the concentration of alcohol in the blood amounts to 0.2‰–0.5‰, or the concentration of alcohol in exhaled air amounts to 0.1 mg–0.25 mg per 1 dm ³ .
35. strike	strike – collective, voluntary suspension of work by employees for a certain period of time in one or more work establishments or institutions, as a manifestation of a protest, e.g. a political or economic protest, and a demand for changes.
36. personal injury	in the third party liability insurance – losses due to death, bodily injury or loss of bodily function as well as the benefits lost by the harmed party that they might obtain if they had not suffered a bodily injury or loss of bodily function.
37. damage to property	in the third party liability insurance – losses due to destruction of or damage to a movable item or a real estate possessed by the aggrieved party as well as lost benefits that they might obtain if their property was not destroyed or damaged.

38. terrorism	illegal actions arranged for ideological or political reasons, on an individual or group basis, directed against people or objects in order to cause chaos, to intimidate people and disorganise public life with the use of violence as well as directed against society with the intention of intimidation in order to achieve political or social objectives;
39. cerebral stroke	cerebrovascular accident which caused cerebral tissue damage in a limited area as a result of acute non-cancerous haemorrhage or ischaemia within the brain. The stroke must be confirmed by a specialised physician (neurologist)
40. monetary values	domestic and foreign banknotes and coins, payment cards of all kinds, securities such as: cheques, bills of exchange, bonds, equities, bills of lading, documentary letters of credits, books and savings certificates and other documents replacing cash and products made of precious stones and pearls, as well as platinum and other platinum group metals and gold and silver coins, as well as silver, gold, platinum in gold and bars.
41. practising competitive sports	practising sports disciplines consisting of regular participation in training, matches, tournaments, sports clubs and competitions in registered sections, clubs, or sports organisations or associations.
42. medical devices	contained in the current Regulation of the Minister of Health on the list of medical devices issued on a fee or contract basis.
43. multi-tumbler lock	lock which has more than one groove perpendicular bow on the blade.
44. myocardial infarction	myocardial necrosis resulting from obstruction of coronary arteries. The diagnosis must be confirmed in medical records by a specialised physician.
45. fortuitous events	<ul style="list-style-type: none"> a) fire – fire that escaped outside of the furnace or arising without the furnace and capable of spreading around b) lightning strike shall be understood as direct discharge of atmospheric electricity on the insured property, c) explosion – a rapid change in the balance of a system with a simultaneous release of gases, dust or steam, caused by their dispersion properties; in relation to pressure vessels and other such containers, the condition for an event being recognised as an explosion is the tearing apart of walls of such vessels and containers resulting in sudden pressure equalisation due to the combustion of gases, dusts, steam or liquids; an explosion is also an implosion involving sudden damage to the container or vacuum apparatus with external pressure, d) aircraft crash – disaster or emergency landing of manned aircraft, as well as the collapse of its parts or load, e) hurricane – effects of wind of at least 17.5 m/s, causing mass damage, confirmed by the Institute of Meteorology and Water Management (IMiGW); in duly justified cases and/or in the absence of an IMiGW opinion, the Insurer may determine the occurrence of the windstorm on the basis of facts and the extent of claims in the insured location or in its immediate vicinity, f) flood – flooding of areas as a result of rising water of flowing and standing water, or as a result of rise of sea level of coastal waters, g) surface water flow, h) flooding – subsequent operation of the liquid resulting from: <ul style="list-style-type: none"> 1) precipitation, i.e. water from rain or melting snow or hail; 2) escape of water, steam or liquids due to damage to the water supply, sewerage, heating or technological systems; 3) escape of water from washing machines, centrifuges or dishwashers as a result of their failure; 4) withdrawal of water or sewage from public sewerage facilities; 5) taps or other valves in other devices in the systems specified in paragraph 2) left open; 6) operation of third parties; 7) crushed aquarium; 8) automatic restart of the sprinkler or spray systems except for cases resulting from fire, testing, repairs, reconstruction, upgrading of the installation or building, i) landslide – movement of land on slopes not caused by human activities, j) ground subsidence – reduction of ground level due to the collapse of empty space in the ground, which came to be without any human intervention, k) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes, l) fall of trees or other things – the falling of growing trees, antennas, construction cranes, buildings, structures or parts thereof onto insured property – not as a consequence of human activity, m) hail – precipitation consisting of blocks of ice n) volcano eruption, o) earthquake – not human-induced imbalance of the internal Earth's system, which is accompanied by shocks and vibrations of the ground
46. domestic partnership	an informal union of two people living together and maintaining a household together. Individuals in a domestic partnership may not be related by blood, affinity or adoption.

Common provisions

Insurance period and insurer's indemnity period

§ 3

1. We conclude the insurance contract for a definite period specified in the insurance contract.
2. The insurance period is one year unless the contract was made for a shorter period (short-term insurance).
3. The insurer's liability starts at the date and time specified in the contract as the commencement of the insurance period, provided that the premium or its first instalment is paid before the date specified in the contract, subject to sections 4, 5, and 9.
4. If we are contractually liable before the payment of premium or first instalment, and the premium is not paid on time, we may terminate the contract with immediate effect and demand payment of the premium for the period in which the insurance coverage was provided.

If the contract is not terminated, it expires at the end of the period for which the unpaid premium was due, subject to section 6 – 10.

5. Failure to pay the next premium instalment will result in cessation of our liability only if we first call on the policyholder to pay it within 7 days, with the risk that failure to pay it will result in cessation of our liability, subject to sections 6 – 10.
6. If the payment is executed by a bank transfer or postal order, the payment date shall be the date of ordering the payment in the bank or in the post office, provided that there are sufficient funds in the policyholder's account.
7. Payment of an amount lower than the one specified in the insurance contract shall not be considered as payment of the premium or the next premium instalment.
8. Our liability shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.
9. In the event of an insurance contract conclusion on behalf of a person staying outside of the country of residence, the insurer becomes liable on the date and time specified in the contract as the beginning of the insurance period, but not earlier than within 2 days conclusion of the contract.
10. The policyholder may terminate the contract at any time within the deadline specified in the contract or the General Terms and Conditions of Insurance, and in the absence thereof – with immediate effect.

Insurance subrogation

§ 4

1. As of the date of payment of compensation, the claim of the insured against a third party liable for the claim shall pass to us up to the amount of compensation paid.
2. The insured's claims against persons with whom the insured lives in the same household shall not be passed to us, unless the damage is wilful.
3. The insured shall secure our recourse rights by lodging a complaint against persons responsible for damage within the time limits provided for by the provisions of law and delivering the documents indicated by us, necessary for the effective pursuit of subrogation claims.
4. If the insured waives, without our consent, their rights against third parties for damage and grossly negligent failure to comply with our responsibilities under section 3, we may refuse to pay compensation in whole or in part and, if compensation has already been paid, we may request its full or partial reimbursement.

How we determine and pay the premium

§ 5

1. We determine the personal accident insurance premium after an individual risk assessment.
2. The amount of the accident insurance premium is the product of the sum insured and the percentage rate for each risk insurance, specified in the tariff applicable on the date of conclusion of the contract.
3. The amount of premium depends on the risk class, the scope of insurance, the insurance option, the form of the insurance contract and the length of the insurance period.
4. When determining the premium amount, the following are taken into account:
 - 1) increases the premium for:
 - a) conclusion of the contract for the sum insured exceeding the amounts specified in the tariff,
 - b) conclusion of a contract for the benefit of a person who has reached the age of 80,
 - c) inclusion of consequences of myocardial infarctions and cerebral strokes in the insurance cover,
 - d) providing personal accident insurance coverage for events resulting from terrorist attacks,
 - e) providing personal accident insurance coverage to competitive practising of sport, as regards practising sports which fall within a higher risk class in the insurance cover,
 - f) providing personal accident insurance coverage suffered in connection with participation in expeditions.
 - 2) premium discounts for:
 - a) the number of persons taking out the insurance,
 - b) conclusion of the contract on behalf of children under the age of 18 and young people enrolled in school or higher education under the age of 26.

§ 6

1. The insurance premium for travel medical expenses, luggage, delay in luggage delivery, travel interruption is determined after an individual risk assessment.
2. The amount of the premium depends on the sum insured for the medical expenses, luggage, delay in luggage delivery, travel interruption, as well as the scope of cover, duration of travel.
3. When determining the premium amount, the following are taken into account:
 - 1) increases the premium for:
 - a) extending insurance coverage by accidents related to blue-collar work for hire or reward;
 - b) extending insurance coverage by accidents related to professional sports;
 - c) extending insurance coverage by accidents related to high-risk sports;
 - d) extending insurance coverage by continuation of treatment in the Republic of Poland due to a sudden illness or accident;
 - e) daily hospital allowance in connection with an accident outside the Republic of Poland;
 - f) extending insurance coverage to claims resulting from passive participation in terrorist acts;
 - g) extending insurance coverage to claims arising from participation in expeditions.
 - 2) premiums for contracts for children under 18 years of age and young people in school or higher education up to 26 years of age.

§ 7

1. Should any circumstances be revealed that involve a significant change in the likelihood of an accident, either party may demand an appropriate change in the insurance premium from the moment when this circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the contract with immediate effect.
2. At the request of the policyholder, the premium may be divided into instalments. The date of payment of subsequent instalments, their amount and method of payment are specified in the insurance contract.
3. In contracts concluded for less than 12 months, we determine the premium on a pro rata basis against the duration of the contract.

How we conclude an insurance contract

§ 8

1. The insurance contract is concluded on the basis of an insurance application made in writing.
2. The application shall include at least the following:
 - 1) name and address of the policyholder;
 - 2) the name of the insured, if the contract is concluded by name on someone else's account;
 - 3) the number of persons covered by the insurance, when the contract is signed without naming persons covered;
 - 4) subject and scope of insurance cover;
 - 5) the sum insured.

§ 9

1. We conclude the insurance contract on an around-the-clock or limited basis.
2. The around-the-clock scope encompasses our liability for the consequences of a personal accident suffered by the insured when performing professional work as specified in the insurance contract, commuting to or from work and in private life.
3. The limited scope encompasses our liability for the consequences of a personal accident suffered by the insured when performing professional work, commuting to or from work or when performing other activities specified in the insurance contract.

Concluding a contract on behalf of a third party

§ 10

1. The policyholder shall inform the insured about the conclusion of the insurance contract for its benefit.
2. We are only entitled to claim payment of the premium from the policyholder.
We can also raise a charge affecting our liability against the insured.
3. The insured shall claim the benefit due directly from the insurer unless otherwise agreed by the parties at the time of entering into the insurance contract.
4. The policyholder is obliged to deliver the General Terms and Conditions of Insurance to the insured together with a declaration of the data controller for the insured. Obtaining the consent of the insured to finance the premium is the policyholder's entitlement, it is not obligatory. If the policyholder obtains a written financing consent from the insured, they must send us a confirmation of reading the General Terms and Conditions of Insurance.

5. If a group insurance contract is concluded as referred to in Article 18 of the Act on insurance and reinsurance activity, the policyholder is additionally obliged to provide the person interested in joining such an insurance contract with information on:
 - a) name of the insurance company and the address of its registered office;
 - b) nature of the remuneration, within the meaning of the Act on insurance distribution, received in connection with the offer of becoming a party to a group insurance contract;
 - c) the possibility of filing complaints, lodging claims and have the disputes settled out of court.

Deadlines for reporting and handling the claim

§ 11

1. We shall pay the compensation or the benefit following the approval of the claim, pursuant to our own findings of facts concerning the circumstances of the claim, the legitimacy of the claims and the amount of benefit or compensation to be granted, the settlement reached with the eligible person or the valid decision of the court, within 30 days following the date when it was notified of the accident.
2. If it is impossible to clarify the circumstances necessary to establish our liability or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence, but we shall pay the indisputable portion of the compensation or benefit within the deadline specified in section 2.

§ 12

If the insured recovers lost items upon the payment of compensation within the framework of luggage insurance, it is obliged to return the amount of compensation paid for these items, or waive its rights to these items on behalf of the insurer.

What are the rights and responsibilities of the parties

§ 13

1. The insured notifies the insurer about the damage immediately, but no later than within 3 business days of its the claim or becoming aware thereof. The notification may take place:
 - a) by post;
 - b) by e-mail;
 - c) through the website;
 - d) by telephone.
2. In the event of wilful breach or gross negligence in relation to the obligation set out in the preceding paragraph, we may reduce the compensation by the relevant amount if the breach resulted in the increase of damage or made it impossible for us to establish the circumstances and consequences of the incident. If the insured fails to inform us of a claim due to wilful misconduct or gross negligence, we may reduce the amount of compensation accordingly if the breach contributed to the increase of the claim or prevented us from determining the circumstances and consequences of the accident.
3. If the contract is concluded on someone else's account, the information obligation applies to both the policyholder and the insured, unless the insured is unaware of the conclusion of the contract on his/her account.
4. The consequences of failure to notify us of an incident shall not occur if, within the time limit set we were notified of the circumstances that should have been disclosed to us.

§ 14

1. The policyholder shall inform the insurer about all circumstances known to us, which we asked about in the offer form or other letters and shall immediately notify changes to these circumstances. If the contract is concluded by a representative, that obligation also applies to that representative.
2. During the effective term of the insurance contract, the policyholder shall immediately notify us of any changes in the circumstances referred to in section 1.
3. If an insurance contract is concluded on behalf of another person, the obligations specified in section 1 and section 2 apply both to the policyholder and the insured, unless the insured has not been aware of the contract being concluded on its behalf.
4. We shall not be liable for the consequences of circumstances of which we have not been informed.

§ 15

1. In the event of an accident, the insured shall use all measures available in order to save the subject of insurance, and prevent or reduce the size of the accident.
2. If, by wilful misconduct or gross negligence, the insured failed to use the measures specified in section 1, we are released from liability for the resultant claims.
3. We shall reimburse costs resulting from the application of measures referred to in section 1, up to the amount of the sum insured, if such measures were justified, even if they proved to be ineffective.

§ 16

The insured:

- 1) actively cooperates with us to clarify all the circumstances of the claim and determine its size;
- 2) comply with our recommendations or those of our Emergency Centre by providing information and necessary powers of attorney;
- 3) enables us or our Emergency Centre to perform actions necessary to determine the circumstances of the claim as well as the validity and the amount of claim, and provides assistance to that end and explanations.

How we pay compensation or benefit

§ 17

1. Compensation and benefits shall be paid in Polish zlotys within the Republic of Poland, except for costs reimbursed directly abroad to bill issuers and financial benefits covered with the insurance of costs of immediate assistance.
2. If the amount of claim has been determined on the basis of bills issued in foreign currency, and the compensation is to be paid in the Polish currency, it is translated into the Polish currency in accordance with the average NBP exchange rate applicable on the date of the event.

Termination of insurance coverage

§ 18

1. If the insurance contract was concluded for a period longer than 6 months, the policyholder is entitled to withdraw from the contract within 30 days of its conclusion, and if the policyholder is an entrepreneur, within 7 days of its conclusion.

2. If we failed to inform the policyholder, who is a consumer, about his or her right to withdraw from the contract at the time of conclusion of the contract, the 30-day period shall commence on the date when they learn about such right.
3. Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the insurance premium for the period during which we provided the coverage.

§ 19

1. If the insurance contract terminates as a result of causes specified in § 18, we reimburse the premium of the premium for the unused insurance period, subject to section 2.
2. We calculate the unused insurance period from the date following the termination of insurance coverage.

What kind of claim are we not responsible for

§ 20

We shall not be liable under medical cost insurance, third-party liability and personal accident insurance for claims:

- 1) arising from the insured committing or attempting to commit a crime or suicide;
- 2) arising from self-mutilation;
- 3) arising from a fight;
- 4) arising from HIV infection or AIDS;
- 5) arising from poisoning by alcohol, drugs, nicotine or other intoxicants;
- 6) arising from war, armed conflict, hostilities (including without formally declaring war), invasion or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution; the exclusion also applies to analogous activities taking place in cyberspace (cyber-war, cyber-terrorism), strikes, civil unrest, strife, riots, lockouts;
- 7) arising from the insured driving a vehicle, including a bicycle, without the driving licence required by the Road Traffic Law or other provisions of law, unless this had no effect on the claim, and the insured's driving a vehicle after consumption of alcohol, drugs or other intoxicants in amounts exceeding the permissible norms in force in the country of the accident, unless this had no effect on the claim;
- 8) in the performance of professional activities by military and paramilitary personnel;
- 9) in connection with participation in expeditions, subject to the provisions of § 22 section 3 item 3);
- 10) arising from practising extreme sports;
- 11) arising from the insured being intoxicated or remaining under the influence of alcohol, unless the fact has no bearing on the claim;
- 12) arising from the insured being under the influence of drugs or other intoxicants and similar substances, unless this did not affect the claim;
- 13) within Iran;
- 14) in connection with competitive practising of sport, as regards practising sports which fall within a higher risk class within the meaning of § 21 section 1 item 2ab);
- 15) arising from passive participation in terrorist attacks, subject to § 22 section 3 item 4) and § 56 section 4 item 5);
- 16) arising from destruction, confiscation, nationalisation, seizure or requisition of property by the customs authorities or other authorities;
- 17) during car and motorcycle test drives, rallies or races;
- 18) travelling by aircraft, except for travelling as a passenger if the flight is performed in accordance with the applicable laws;

- 19) arising from wilful misconduct of the insured and the persons for whom the insured is responsible;
- 20) effects of nuclear energy or radioactive contamination, radioactive substances, magnetic and electromagnetic fields and the effects of any chemical, biochemical, biological or electromagnetic weapon.

Section I – PERSONAL ACCIDENT INSURANCE

§ 21

1. Personal accident insurance shall introduce two risk classes depending on the degree of risk resulting from the type of work performed or sports disciplines practised by the insured:
 - 1) The lower risk class includes:
 - a) performing mostly white-collar work in offices, educational, scientific, medicinal, artistic and cultural establishments, performing work in hand-held craft, trade, catering and hospitality, as well as solicitors and non-workers, care for children and the elderly, domestic help, modeling;
 - b) aerobics, badminton, cross-country skiing, billiard/snooker, bridge, shoes, frisbee, gymnastics (including artistic and sporting), golf, snow golf, cycling (recreational), roller riding, yoga, jogging, bowling, bodybuilding, athletics, classical marathon, sports modelling, walks at the altitude of up to 2500 m above sea level, nordic walking, water polo, swimming, darts sports judges, trampoline jumps, snorkeling, chess, dance, table tennis, fishing, land sailing.
 - 2) The higher risk class includes:
 - a) performing work in mechanised crafts, agriculture, forestry, horticulture, fishing, construction, including repair and construction work, energy industry using high voltage equipment, underground mining, transport, shipping, gas industry, rescue and medical service, veterinary service, aviation, firefighters, sports trainers and instructors, police officers, mountain rescuers, divers, flying aircraft, acrobats, stuntpeople, circus performers, performing activities with the use of dangerous tools, such as: impact drills, mechanical saws, pneumatic hammers, saws and mechanical grinders, machining tools, performing activities at heights above 5 metres, performing, inter alia, activities with the use of varnishes, liquid fuels and solvents, technical and combustion gases, hot technical oils or technical fluids;
 - b) mountaineering, baseball, biathlon, boxes, bobsledding, East Asian martial arts, American football, ice hockey, roller hockey, field hockey, equestrianism, snowmobiling, motor yachting, judo, kayaking, karting, kitesurfing, track cycling, basketball, cricket, lacrosse, landkiting, archery, figure and speed skating, asphalt surfing, hunting, skiing, alpine skiing on marked trails, water skiing, diving up to 40 m, paintball, parasailing, association football, volleyball, handball, weightlifting, pole dancing, polo, rugby, sandboarding, sledding, skeleton, water jumping, snowboarding on marked trails, ski biking, skateboarding, jet skiing, motor sports, motorboat sports, aviation sports, squash, shooting, SUP, surfing, fencing, tennis, trekking at the altitude of up to 5300 m above sea level, classic triathlon, floorball, wakeboarding, windsurfing, rowing, climbing on designated trails at the altitude of up to 5300 metres above sea level, wrestling, offshore (non-transoceanic) sailing over 12 miles up to 100 nautical miles from shore, inland sailing.
2. In cases not listed above, we determine the risk class by the type of job or sport as listed in section 1 item 1) and 2) above, which is the closest to the degree of risk resulting from the type of work performed or sport practised by the insured.

What is the insured item

§ 22

1. The insurance covers consequences of personal accidents suffered by the insured in the territory of the Republic of Poland and abroad.

2. The insurance coverage excludes personal accidents suffered as a result of:
 - 1) infections – the insurance cover is applied if the insured was infected with a micro-organism as a result of injuries suffered in an accident covered by the scope of insurance;
 - 2) mental illness or conditions resulting from the addiction to psychoactive substances or a disease of the nervous system;
 - 3) damage to the intervertebral discs and its consequences, unless it results from morbidities, degenerative changes or overburdening;
 - 4) poisoning of gastrointestinal tract;
 - 5) death and disablement resulting from improper medical treatment or improperly performed surgeries; the insurance coverage exists if the treatment or the surgeries result from an accident covered by the insurance;
 - 6) accidents resulting from or in connection with any illness, even if sudden, subject to the provisions of section 3 item 1);
 - 7) epidemics and pandemics announced by relevant state administration bodies;
 - 8) consequences of myocardial infarctions and cerebral strokes, subject to the provisions of section 3 item 1).
3. Subject to the payment of additional insurance premium, the insurance coverage may include:
 - 1) consequences of myocardial infarctions and cerebral strokes;
 - 2) consequences of personal accidents suffered in connection with competitively practising sports, as regards practising sports which fall within a higher risk class within the meaning of § 21 section 1 item 2b);
 - 3) consequences of personal accidents suffered in connection with participation in expeditions, within the meaning of § 2 item 7);
 - 4) consequences of personal accidents covered by insurance arising from passive participation in terrorist attacks.

What may the scope of insurance be

§ 23

Depending on the scope of benefits paid for death or permanent disablement selected by the policyholder, the insurance contract is concluded in options I, II or III.

§ 24

1. Under option I (pro-rata benefit scheme), we pay the following types of benefits:
 - 1) in the case of death resulting from an accident, a myocardial infarction, or a cerebral stroke, if it occurs within 2 years of the accident date – 100% of the sum insured;
 - 2) due to permanent disablement:
 - a) in the case of disablement in the amount of 100% – full insurance amount specified in the contract;
 - b) in the case of partial disablement – the percentage of the sum insured corresponding to the percentage of permanent disablement.
2. Under option II (progressive benefit scheme), we pay the following types of benefits:
 - 1) in the case of death resulting from an accident, a myocardial infarction, or a cerebral stroke, if it occurs within 2 years of the accident date – 100% of the sum insured specified in the contract;.

- 2) due to permanent disablement, amounting to:
- up to 25% – 1% of the sum insured for each percentage point of permanent disablement;
 - between 26% and 50% – 1.5% of the sum insured for each percentage point of permanent disablement;
 - between 51% and 75% – 2.5% of the sum insured for each percentage point of permanent disablement;
 - above 75% – 3.5% of the sum insured for each percentage point of permanent disablement.
3. Under option III (fixed benefit scheme), we pay the following types of benefits:
- in the case of death resulting from an accident, a myocardial infarction, or a cerebral stroke, if it occurs within 2 years of the accident date – 100% of the sum insured specified in the contract;
 - for permanent disablement as a result of an accident – an appropriate percentage of the sum insured determined in accordance with the following table of disablement assessment:

TYPE OF DISABLEMENT	PERCENTAGE OF THE SUM INSURED PAID
Post-traumatic partial and total injury	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Extrapyramidal syndrome significantly limiting the aptitude of organism and requiring third party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with psychic disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/ special education	100%
Severe mental disturbances requiring constant third party care (dementia-like changes, permanent psychoses, frequent and long-lasting psychiatric hospitalisation)	100%
total loss of vision in two eyes	100%
Total hearing loss in both ears	100%
total anarthria Total aphasia with agraphia and alexia, regardless of 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
Post-traumatic injuries of internal organs	
Heart or pericardium damage	15%
Damage to aorta, cava and the main branches	10%
Damage to stomach	5%
Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver requiring a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%

TYPE OF DISABLEMENT	PERCENTAGE OF THE SUM INSURED PAID
Brain contusion	10%
Post-traumatic structural or functional loss/damage to an organ or body part	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%
Cranium bone loss	6%
Nose in its entirety (including the nasal bones)	30%
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Total loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total post-traumatic loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%
Post-traumatic loss/damage of: body part or complete muscle rupture	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%

TYPE OF DISABLEMENT	PERCENTAGE OF THE SUM INSURED PAID
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V – for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%
Sutured wounds, frostbite or burn	
Cut wound of face, neck, forearms, and hand	2%
Lacerated would (e.g. as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
3rd degree frostbites (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree frostbites (including face, neck, forearms and palms) for each percentage of the body surface	2%
3rd degree burns (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree Burns (including face, neck, forearms and palms) for each percentage of the body surface	2%
Fractures of:	
Cranium	4%
Facial skeleton – mandible, maxilla	6%
Jugular bone	3%
Nasal bones – without disfigurement of the nose shape	1%
Nasal bones – with disfigurement of the nose shape, though the operation	3%
Scapula treated conservatively	2%
Scapula treated surgically	3%
Sternum	4%
Ribs	1% per each broken rib
Pelvis	6%
Clavicle treated conservatively	2%
Clavicle treated surgically	4%
Caudal bone	2%
Femur treated conservatively	7%
Femur treated surgically	10%
Patella	4%
Fibular bone treated conservatively	2%
Fibular bone treated surgically	4%

TYPE OF DISABLEMENT	PERCENTAGE OF THE SUM INSURED PAID
Lateral cuneiform	2%
Tibia, medial malleolus	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	2%
Spinal bodies, including spinal compression fracture	8%
Other vertebral structures (i.e. limiting laminae, transverse, spinous and articular processes)	2%
Other fractures	1%
Dislocations	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes III to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
Rotations of	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%
Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus	4%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
Joints of fingers III to V (for each finger)	1%

TYPE OF DISABLEMENT	PERCENTAGE OF THE SUM INSURED PAID
Post-traumatic complete loss of permanent teeth (for each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
Post-traumatic loss of bodily function: complications, illness	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%
Brain concussion	1%

4. Under options I, II and III, in the case of consequences of myocardial infarctions and cerebral strokes, the types of disablement and the permanent disablement degree are determined by physicians indicated by us, on the basis of the medical documentation provided.

§ 25

1. We will also reimburse for the costs of:
 - 1) the purchase of medical devices provided that they are incurred within a period of not more than 2 years from the date of the accident – up to PLN 6,000;
 - 2) vocational training of persons with disabilities, provided that they are incurred within a period of not more than 2 years from the date of the accident – up to PLN 6,000;
 - 3) dental reconstruction of permanent teeth are covered provided that they are incurred within a period of not more than 2 years from the date of the accident – up to PLN 5,000;
 - 4) one-off benefit for permanent incapacity to work in the current profession, provided that it commenced during the insurance coverage period and lasts for at least 6 months and persists for at least 24 consecutive months from the date of its commencement – up to 50% of the sum insured, but not more than up to PLN 100,000. The sum insured may not exceed the sum insured for the accident.
2. We shall not reimburse the costs of purchase of implants and implantation.
3. The costs of the acquisition of medical devices as well as the professional training for people with disabilities will be reimbursed only if they are medically necessary and cannot be covered by the general health insurance or social security insurance and provided that they have been incurred in the territory of the Republic of Poland.
4. In the event of an accident, regardless of the permanent disablement suffered and the scope of insurance chosen by the policyholder (around-the-clock or limited), we provide the following benefits in the territory of the Republic of Poland:
 - 1) **medical physician's visit** – if the insured has had an accident which is covered by the insurance the Emergency Centre provides and pays the costs of travel and fees for the medical physician's visit in the place of stay of the insured or covers the costs of a medical appointment in a healthcare facility – up to PLN 500 of the total costs in relation to one accident;
 - 2) **nurse's visit** – if the insured has had an accident which is covered by the insurance the Emergency Centre provides and pays the costs of travel and fees for the medical nurse's visit in the place of stay of the insured – up to PLN 500 of the total costs in relation to one accident;
 - 3) **providing the medicines prescribed by the medical physician to the place of stay of the insured** – if the insured has had an accident which is covered by the insurance and as a result of which he/she

requires rest, the Emergency Centre shall arrange and cover the costs of transportation of medicines – up to PLN 100 of the total costs in relation to one accident;

- 4) **transport from the place of stay of the Insured to a healthcare facility** – if the insured has had an accident which is covered by the insurance, the Emergency Centre covers the cost of transporting the insured to a healthcare facility – if it is not necessary to arrange for an intervention of the emergency rescue and the health condition permits the use of public or private means of transport – up to PLN 500 of total costs per accident;
 - 5) **transport from a healthcare facility to the place of stay of the Insured** – if the insured has had an accident which is covered by the insurance, the Emergency Centre covers the cost of transporting the insured from the healthcare facility to the place of stay of the insured – if the health condition permits the use of public or private means of transport – up to PLN 500 of total costs per accident;
 - 6) **domestic help** – if following an accident the insured stays for more than 7 days at the hospital, the Emergency Centre covers the costs of domestic help after the completion of the hospitalisation if the insured is not able to use the assistance of a relative – up to PLN 500 for the maximum period of 7 days per accident;
 - 7) **psychological help** – if following an accident of the insured covered by the insurance the medical physician indicated by the insurer prescribes a psychological consultation, the Emergency Centre pays costs of visits up to the amount of PLN 500 per accident;
 - 8) **childcare** – if following an accident the insured has stayed at the hospital for at least 5 days, the Emergency Centre covers the costs of care for children up to 16 years old in the place of residence of the insured up to the amount of PLN 100 per day for a maximum period of 5 days for one accident. The benefit is provided at the request of the insured only if no close relative can provide care in the insured's place of residence;
 - 9) **arrangement of the care of dogs and cats of the insured located in its home** – the Emergency Centre will arrange and cover the costs of transporting the above-mentioned animals to the territory of the Republic of Poland to a person indicated by the insured, who can take care of them or to the nearest animal shelter – up to PLN 300 of the total costs in respect of one accident;
 - 10) **provision of information on the Health Service**, at the insured's telephone request, concerning medical facilities, telephone numbers to physicians of different specialisations;
 - 11) **notification by the Emergency Centre of the event of the family and the employer of the insured** in the event of unexpected hospitalisation of the insured, as well as providing the family with information about their health status on an ongoing basis with their consent;
 - 12) **private tuition** – if, as a result of an accident, the insured person has stayed in hospital for at least 7 days and further convalescence is necessary after an excerpt from the hospital, the Emergency Centre will arrange and cover the costs of private tuition due to the inability to attend school classes – up to PLN 1000 of the total costs of for one accident, for a maximum period of 1 month;
 - 13) **funeral assistance** – if the insured suffers an accident and dies as a result of that accident, at the request of the insured's family, the Emergency Centre shall arrange and cover the costs of funeral cements – up to the total cost of PLN 4,000.
5. If the Emergency Centre could not arrange the benefits covered by the insurance referred to in § 25 section 4 for the insured, we will reimburse the costs incurred by the insured, subject to the sums insured and limits for the indicated benefits.

§ 26

Upon payment of an additional premium, the scope of benefits may be extended by:

- 1) daily allowance for temporary, total incapacity to work or study;
- 2) daily hospital allowance;
- 3) reimbursement of costs of plastic surgery;
- 4) reimbursement of medical and rehabilitation expenses;
- 5) one-off benefit for permanent incapacity to work at any profession;

- 6) stay in a sanatorium;
- 7) reimbursement of documented additional funeral costs.

§ 27

1. Daily allowance for temporary, total incapacity to work or study shall be payable up to the limit specified in the insurance contract for each day of incapacity to work (study).
2. Daily allowance shall be payable from the 10th day following the accident, and the incapacity to work (study) continued for at least 30 days – from the next day following the accident, but for a period not longer than 180 days.

§ 28

1. Daily hospital allowance shall be payable if the insured stays in hospital in the territory of the Republic of Poland for at least 3 concurrent days due to an accident covered by insurance, up to the limit specified in the insurance contract for each day of stay in hospital. Daily hospital allowance does not include the insured person's stay in any sanatoriums, health resorts, rehabilitation centres, nursing homes or hospices.
2. Daily hospital allowance shall be payable from the first day of the hospital stay, but no longer than for a period of 360 days, unless otherwise agreed by the parties.

§ 29

1. Reimbursement of costs of plastic surgery is due up to the limit specified in the insurance contract. Reimbursement shall be subject to the condition that operations be carried out within the territory of the Republic of Poland in order to remove any shocks and injuries to the Insured's body caused by an accident covered by insurance.
2. The costs of the plastic surgery shall be reimbursed provided that they have been incurred within a period of no more than 2 years from the accident and have not been covered by social security or any other insurance contract.

§ 30

1. Medical and rehabilitation expenses shall be reimbursed provided that they have been incurred within a period of no more than 2 years from the date of the accident – up to the limit specified in the insurance contract.
2. Treatment and rehabilitation expenses are reimbursed only if they are medically necessary and were incurred in the territory of the Republic of Poland.

§ 31

1. One-off benefit for permanent incapacity to work in any occupation, even after retraining, caused by deterioration of health as a result of an accident, is due to the insured if it commenced during the period of insurance cover and lasts for at least 6 months, and according to the opinion of the certified physician appointed by us, it persists for at least 24 consecutive months from the date of its commencement, and the insured – based on current medical knowledge – shows no likelihood of recovering the ability to work during that period.
2. The following shall be taken into account when assessing the degree and permanence of the incapacity for work and the likelihood of recovering the ability to work:
 - a) the degree of detriment to the body's fitness and the possibility of restoring the necessary fitness through medical treatment and rehabilitation;
 - b) the course of treatment so far (until the date of the decision made by the certified physician we appoint);
 - c) evaluation of the possibility for the insured to perform any employment for hire or reward or work in any occupation.

3. In evaluating the degree and permanence of incapacity for work and the likelihood of recovery of the ability to work, consideration is also given to the contents of the decision of the pension authority concerning recognition of the insured as a person totally incapable of work or a person unable to lead independent existence, if such a decision is presented by the insured.
4. The date of commencement of incapacity for work shall be the date of the accident.
5. The maximum limit of a one-off benefit is up to 50% of the sum insured, however, not more than PLN 150,000.
6. The sum insured for the one-off benefit may not exceed the sum insured for the accident.

§ 32

1. We arrange a stay in a sanatorium on the basis of a written referral from the attending physician.
2. The Emergency Centre shall be entitled to cover the costs up to the limit specified in the insurance contract (Option I – PLN 5,000, Option II – PLN 10,000), such as: accommodation, meals, recommended treatments, transport to a sanatorium turbine and return transport after the end of the sanatorium turbine.

§ 33

1. We reimburse documented and justified additional funeral costs of the insured incurred in the Republic of Poland due to death due to accident, provided that we paid the due accidental death benefit.
2. Funeral expenses include: cost of service, purchase of a coffin or an urn, tombstone, clothing of the deceased, cost of a funeral reception and transportation of the coffin or urn to the burial site. The limit of our liability is PLN 5000 per insured.
3. The limit of liability referred to in section 2 shall be independent of the benefit paid under the funeral benefit from ZUS (Social Insurance institution), KRUS (Agricultural Social Insurance Fund), MSWiA (Ministry of Interior and Administration), WBE (Military Pension Office) and shall be independent of the basic funeral assistance benefit referred to in § 25 section 4 item 13).

Sum insured

§ 34

1. The sums insured shall be specified in the insurance contract.
2. The sum insured constitutes the upper limit of our liability for all damages covered by insurance arising from any event (accident), except for the cases specified in § 24 section 2 item 2).

Duty of the Insured

§ 35

1. In the event of an accident, the insured shall:
 - 1) undergo treatment and follow recommendations to mitigate the effects of an accident;
 - 2) release physicians who treated them before the occurrence of insurance-covered accident from the medical secrecy obligation and agree on the disclosure of documentation of treatment;
 - 3) release public and private health care establishments and the Social Insurance Institution (ZUS) from the medical secrecy obligation and agree on the disclosure of medical documentation;
 - 4) undergo examination carried out by physicians appointed by the us, or possible clinical observation;

- 5) actively cooperate with us to clarify all the circumstances of the accident and determine its consequences;
 - 6) release the National Health Fund from the obligation of medical confidentiality and agree to provide a list of all medical facilities where medical assistance was provided;
 - 7) enables us to perform actions necessary to determine the circumstances of the accident as well as the validity and the amount of claim, and provide assistance and explanations to that end.
2. In the event of the insured's death, the beneficiary is obliged to provide us with the documents necessary to determine the validity of the claim, which include in particular: an extract from the death certificate and documents confirming the relationship or affinity of the beneficiary with the insured.
 3. In the event of failure by the insured to meet its obligations listed in section 1 above, we may refuse to pay compensation in whole or in the relevant part, depending on the extent to which failure to comply with these obligations had an impact on determining the cause of the accident, the circumstances of the event, or the amount of compensation.

§ 36

1. The insured is obliged to provide us with documents necessary for examining the application for benefit payment, including in particular:
 - 1) a certificate or medical diagnosis and other documents indicating the reasons for and the extent of medical assistance;
 - 2) bills for paid medical care or for other costs covered by the scope of insurance;
 - 3) police memo stating the circumstances of the accident.
2. We reserve the right to verify documents submitted by the insured and consult specialists.
3. The documents referred to in section 1 shall be collected and provided to us by the insured at the insured's own expense.

How we determine the amount and amount of the benefit

§ 37

The beneficiary under the insurance contract is required to prove the legitimacy of the reported claim.

§ 38

1. The type and amount of the permanent disablement shall be determined on the basis of the medical documentation provided by the insured.
2. Determination of causal relationship between the accident and the claim and the degree of permanent disablement shall be done based on the submitted proofs and medical documentation.
3. In the case of personal accidents, myocardial infarctions and cerebral strokes, we determine the permanent disablement degree on the basis of medical records after the end of the treatment, and in the case of longer treatment – no later than within 24 months from the date of the accident. Subsequent changes in the degree of permanent disablement do not give rise to a change in the benefit.
4. In the case of loss or damage to organ or system, the function of which were damaged before the accident, the permanent disablement degree shall be determined as the difference between the permanent disablement before and after the accident. We shall take into account the events which occurred during one year from the accident date.
5. Regardless of the benefits covered by the insurance contract, we will reimburse the insured for the necessary documented expenses incurred for journeys in the country to physicians appointed by us carrying out the medical committee, if requested by us. The costs of travelling by means other than public transport will be reimbursed once we accept the means of transport.

§ 39

1. The insured shall be entitled to a one-off benefit for permanent incapacity to work in the current profession, caused by deterioration of health as a result of an accident, if:
 - a) incapacity commenced during the insurance coverage period and lasts for at least 6 months, and which
 - b) in accordance with the opinion of the certified physician appointed by us, it persists for at least 24 consecutive months from the date of its commencement, and the insured – based on current medical knowledge – shows no likelihood of recovering the ability to work in the current profession during that period.
2. The following shall be taken into account when assessing the degree and permanence of the incapacity for work and the likelihood of recovering the ability to work in the current profession:
 - a) the degree of detriment to the body's fitness and the possibility of restoring the necessary fitness through medical treatment and rehabilitation;
 - b) the course of treatment so far (until the date of the decision made by the certified physician we appoint);
 - c) assessment of the possibility for the insured person to work in the current profession.
3. In evaluating the degree and permanence of incapacity for work and the likelihood of recovery of the ability to work in the current profession, consideration is also given to the contents of the decision of the pension authority concerning recognition of the insured as a person totally incapable of work or a person unable to lead independent existence, if such a decision is presented by the insured.
4. The date of commencement of incapacity for work shall be the date of the accident.

§ 40

1. The basis for the payment of the daily hospital allowance is the information sheet for hospital treatment.
2. We pay the daily hospital allowance after the end of the hospital treatment.
3. The daily allowance for temporary, total incapacity to work or study shall be paid on the basis of medical records confirming the duration of the medical certificate.
4. If we determine that, during incapacity for work or education, the insured has worked or studied in any form (in particular school or university classes), we may refuse to pay all or part of the benefit.

§ 41

In determining the amount of benefits due to permanent disablement, the type of work or other activities performed by the insured are not taken into account.

§ 42

We reimburse the medical expenses and rehabilitation on the basis of the submitted bills.

§ 43

We will also reimburse the insured for the documented costs of the additional medical examinations we have commissioned to substantiate their claim.

Who is eligible to receive benefit

§ 44

1. Benefit for permanent disablement shall be paid to the insured.
2. If the insured dies before collecting the benefit for permanent disablement, and their death is not a result of an accident, the benefit determined before death is paid to the beneficiary.

§ 45

1. One-off benefit for permanent incapacity to work at the current or any profession shall be paid to the insured.
2. If the insured person dies before collecting the benefit for permanent incapacity to perform the current or any profession, the benefit due prior to death shall be paid to the beneficiary.

§ 46

1. The death benefit shall be paid to the beneficiary designated by name by the insured.
2. The insured may at any time change the beneficiary.

§ 47

1. The daily allowance for temporary total incapacity to work or study is paid to the insured.
2. If the insured had died before collecting the benefit payable, it is paid to the beneficiary.

§ 48

1. We pay the daily hospital allowance to the insured.
2. If the insured had died before collecting the benefit payable, it is paid to the beneficiary.

§ 49

1. The costs of purchasing medical devices, the costs of vocational training of persons with disabilities, the medical expenses and the costs of rehabilitation are reimbursed to the person who incurred them.
2. If the insured had died before collecting the benefit payable, it is paid to the beneficiary.

§ 50

The funeral costs of the insured are reimbursed to the person who incurred them.

§ 51

The benefits referred to in § 44–50 shall not be payable to the beneficiary who wilfully caused the death of the insured.

§ 52

If at the time of death of the insured, there is no beneficiary authorised by the insured to receive the benefit, the benefit is granted to relatives of the deceased in the following order:

- 1) the spouse – in full;
- 2) children – in equal parts;
- 3) parents – in equal parts;
- 4) other heirs of the deceased – in equal parts.

§ 53

If the insured receives a benefit for permanent disablement and then dies due to the same personal accident, we pay the death benefit only if it is higher than the one already paid, and we deduce the amount previously paid

§ 54

If the insured dies upon the recognition of permanent disablement due to reasons related to the same personal accident, but has not collected the payable benefit, the beneficiary shall receive the death benefit.

Section II – TRAVEL INSURANCE

What is the insured item covered by travel insurance

§ 55

The travel insurance covers:

1. Travel medical expenses, which include:
 - a) medical expenses abroad;
 - b) costs of transport and repatriation;
 - c) costs of emergency actions;
 - d) costs of travel interruption.
2. Costs of immediate assistance.
3. Luggage whilst travelling that includes:
 - a) travel luggage;
 - b) delayed luggage delivery;
 - c) delay or cancellation of a means of transport.
4. Third-party liability whilst travelling that includes:
 - a) damage to property;
 - b) personal injury

Travel medical expenses insurance

What is the subject and scope of insurance cover of costs of treatment

§ 56

1. The insurance covers the required and documented medical expenses incurred by the insured outside the Republic of Poland and the country of permanent residence, in connection with their sudden illness or an accident, or a chronic disease, arising during the insured's stay outside of the Republic of Poland or the country of permanent residence.
2. Medical expenses in excess of what is required to restore the insured's health to the condition enabling his/her return or transport to the country of permanent residence are not covered by the insurance.

3. In addition, insurance coverage does not cover medical expenses related to:
- 1) complications occurring after 32 weeks of pregnancy;
 - 2) birth which occurred after the 32nd week of pregnancy;
 - 3) abortion unless it is made in order to save life or health;
 - 4) plastic surgery or cosmetic procedure;
 - 5) purchase of implants and reimbursement of implantation costs;
 - 6) treatment carried out by a physician who is a family member of the Insured, unless otherwise approved by the Emergency Centre;
 - 7) costs related to the insured's medical treatment in the case of its refusal to return to the country of permanent residence, contrary to the decision of a physician from the Emergency Centre;
4. If the insurance coverage has not extended by paying an additional premium, we shall not be liable for damage resulting from:
- 1) performing blue-collar work for hire or reward;
 - 2) practising high-risk sports;
 - 3) practising professional sports;
 - 4) participation in expeditions;
 - 5) passive participation in acts of terrorism.
5. In addition, upon payment of an additional premium, we may also extend the scope of insurance to include:
- a) daily hospital allowance in connection with an accident outside the Republic of Poland and the country of Permanent residence.

The Emergency Centre will arrange the hospital stay and pay the benefit for each day of hospitalisation up to the limit specified in the insurance contract.

Daily hospital allowance shall be payable in the event of uninterrupted stay of the insured in hospital for at least 3 days outside the territory of the Republic of Poland and the country of permanent residence as a result of an accident covered by insurance. Shall be paid on the basis of medical records confirming hospitalisation as a result of an accident. Daily hospital allowance does not include the insured person's stay in any sanatoriums, health resorts, rehabilitation centres, nursing homes or hospices.

Daily hospital allowance shall be payable from the first day of the hospital stay, but no longer than for a period of 90 days.
 - b) continuation of treatment in the Republic of Poland due to a sudden illness or accident.

The Emergency Centre will arrange and pay for the continuation of the treatment in the Republic of Poland. The benefit shall be paid on the basis of medical records up to the limit specified in the insurance contract.

§ 57

1. The insurance covers costs incurred for:
- 1) examinations, outpatient procedures and surgery operations;
 - 2) transport of a physician from the nearest medical facility to the insured's accommodation if necessary due to the insured's health condition;
 - 3) stay in a medical facility;
 - 4) dental treatment in the case of acute inflammatory and pain condition, or if necessary as a result of an accident covered by insurance – up to PLN 5,000, subject to the provisions of section 2;
 - 5) purchase of medicines and bandages;
 - 6) repair or purchase of medical devices in connection with an accident up to PLN 6,000.

2. The amount indicated in section 1 item 4) shall be each time reduced by the amount of compensation paid until its complete exhaustion, in the case of which the insurance contract expires accordingly in the section related to costs of dental treatment.

Insurance of costs of transport and repatriation

§ 58

The insurance covers the necessary and documented costs of transportation and repatriation incurred by the insured outside the Republic of Poland and the country of permanent residence, provided that we are obliged to reimburse medical expenses.

§ 59

1. The insurance covers costs incurred due to:
 - 1) the insured's transportation from the place of the accident to the nearest medical facility;
 - 2) the insured's transportation to another medical facility abroad, in accordance with a written recommendation of the attending physician;
 - 3) transport of the insured person to the country of residence, to a healthcare facility or to his/her place of residence, if his/her health so requires, due to:
 - a) the need to continue hospital treatment immediately after repatriation;
 - b) medical contraindications to return in a pre-planned means of transport;
 - c) inability to continue the work performed so far.

The transport must be carried out in accordance with a written recommendation of the physician cooperating with the Emergency Centre upon consultation with the attending physician.
 - 4) the insured's transportation to the place from which the trip may be continued;
 - 5) costs of accommodation in a hotel (including the cost of food), if the insured's transportation referred to in item 4) could not be carried out immediately upon the treatment, and if the Emergency Centre approved these costs.
2. In the case of the insured's death while travelling outside of the Republic of Poland and the country of permanent residence, and if the death results from an accident or sudden illness of the insured, the Emergency Centre also bears the cost of the insured's cremation or burial abroad or transportation of the insured's body or urn to the country of permanent residence.

Insurance of costs of emergency actions

§ 60

The insurance covers the necessary and documented costs incurred due to rescue or exploratory actions carried out by specialised rescue services in order to save the life or health of the insured who, during its stay outside of the Republic of Poland and the country of permanent residence, has suddenly become ill or has participated in an accident covered by the insurance.

We will also pay or reimburse the costs referred to in this clause if due to the weather conditions or safety conditions it is necessary to initiate a rescue or search operation to prevent the insured suffering a bodily injury or contracting an illness.

§ 61

The Emergency Centre shall cover or reimburse the costs of rescue up to the sum insured for the medical expenses specified in the insurance contract.

Luggage Insurance

§ 62

1. The insurance covers the insured's luggage during the trip.
2. We shall not be liable for the following claims:
 - 1) involving damage, destruction or loss of items in connection with their use;
 - 2) consisting exclusively in the damage to or destruction of suitcases, trunks and other luggage containers;
 - 3) caused as a result of stealing items (burglary) from a motor vehicle's roof rack, if at least one of the roof rack's walls was made of weak materials (canvas type), or if the roof rack was not protected by the relevant lock;
 - 4) occurring in electrical apparatuses and equipment as a result of their defects or the operation of electric current during their use, unless the operation of electric current causes fire;
 - 5) resulting from normal wear and tear of the insured item, spontaneous combustion, spontaneous damage or leakage, and in the case of fragile items or items packed in glass – resulting from breaking or impairment of the defective item,
 - 6) resulting from emissions, leaking or other forms of penetrating the air, water or soil by any substances,

§ 63

1. Luggage shall be covered by insurance against claims caused by:
 - 1) fortuitous event;
 - 2) burglary;
 - 3) robbery;
 - 4) accidents or disasters in the land, water or air means of transport;
 - 5) sudden illness or an accident of the insured as a result of which the insured suddenly lost the ability to take care of its luggage;
 - 6) loss or damage, if the luggage was in charge of a carrier, supposed to carry it on the basis of the relevant shipping document;
 - 7) rescue operations carried out in connection with the events referred to in items 1-6).
2. The insurance covers luggage under the direct supervision of the insured and luggage which has been:
 - 1) entrusted to a carrier for transportation on the basis of the relevant freight documents;
 - 2) left against receipt in the checkroom;
 - 3) left in trunk of a motor vehicle closed on lock or trailer or cabin on a vessel closed on lock, provided that it was not visible from outside;
 - 4) left in premises closed with a lock in the place of accommodation of the insured (except for tents).

Delay of luggage delivery insurance

§ 64

1. The insurance covers the costs incurred by the insured whilst travelling due to a delay in the delivery of luggage by a professional carrier of at least 4 consecutive hours.
2. The insurance covers the purchase of necessary personal effects understood as sanitary ware, clothing and footwear.

Delay or cancellation of a means of transport insurance

§ 65

1. The insurance covers the costs incurred by the insured whilst travelling (including within the territory of the Republic of Poland, provided that the insured is whilst travelling outside the territory of the Republic of Poland and the country of residence), due to cancellation or delay of the means of transport by a professional carrier by at least 4 consecutive hours until the scheduled timetable for the journey for which the insured had a valid ticket. Does not apply to a return journey within the Republic of Poland and the country of permanent residence.
2. The scope of insurance against delay of the means of transport covers the purchase of foodstuffs not covered by a professional carrier.
3. The insurance covering cancelling a means of transport covers the costs of accommodation and transfer from the place of cancellation of the means of transport to the hotel and from the hotel to the place of cancellation of the means of transport in order to continue the journey, but on the assumption that the means of transport has been cancelled and the next takes place for a minimum of 24 hours.

Insurance of costs of travel interruption

§ 66

1. The insurance covers the costs of travel interruption and early return of the insured to the Republic of Poland or the country of permanent residence in the event of:
 - a) sudden illness or accident the consequences of which pose a threat to the life of a relative, requiring the presence of and constant care by the insured;
 - b) death of a relative;
 - c) occurrence of a fortuitous event or burglary resulting in a loss at the place of residence of the Insured or the place where the insured conducts business activity, requiring legal and administrative actions in this regard.
2. The scope of insurance includes:
 - a) costs of changing the booking of the means of transport;
 - b) costs of return journey to Poland or to the country of permanent residence, if the cost of return transport has been guaranteed in the travel participation agreement or ticket booking, where the return transport could not be effected by a planned means of transport, after their approval by the Emergency Centre.

Travel liability insurance

§ 67

1. The insurance covers the insured's third-party liability for damages to property or persons caused to third parties during travel.
2. The insurance contract covers damage resulting from an accident, understood as death, loss of bodily function, damage to health, damage to or destruction of property which occurred during the insurance period, regardless of the time when the aggrieved parties filed their claims.

§ 68

1. The insurance does not cover claims for the execution of contracts and the reimbursement of costs incurred in connection with the execution of contracts.
2. The scope of insurance does not cover liability for injury, loss or damage:
 - 1) associated with running a business, as well as caused by items supplied or manufactured by the insured, or works or services performed by the insured;
 - 2) against motor vehicles, which were used by insured persons under a rental, lease, lending for use agreement or other related legal relationship;
 - 3) associated with the use of motor vehicles or running a farm, within the scope of the compulsory insurance system;
 - 4) caused by the insured's failure to exercise their professional activities;
 - 5) associated with the use of ships as well as flying and floating machines except for equipment powered by wind or by the insured;
 - 6) occurring in load, resulting from non-performance or improper performance of the carriage or forwarding contract;
 - 7) for which the insured is responsible as a result of the acquisition of third-party liability of a third party, or as a result of extension of its third-party liability arising from the applicable provisions of law;
 - 8) caused to the insured's relatives or persons employed by the insured, regardless of legal basis for the employment;
 - 9) involving the occurrence of financial loss unrelated with damage to property or bodily injury;
 - 10) which may be covered under the third-party liability insurance contract concluded with another insurer for an earlier or later period of insurance;
 - 11) occurring in monetary values, documents, plans, archives, stamp collections, coin collections, or works of art;
 - 12) resulting from the transmission of infectious diseases, the existence of which was known to the policyholder, or could be known on the best effort basis.
3. Insurance shall not cover fines and administrative or legal penalties and other financial penalties imposed on the insured.

Insurance of costs of immediate assistance

§ 69

1. The insurance covers costs related to the provision by us, through the Emergency Centre, of immediate assistance to the extent specified in these General Terms and Conditions of Insurance.

§ 70

1. The scope of insurance covers the following benefits:
 - 1) in the event of sudden illness or accident of the insured outside of the Republic of Poland and the country of residence, the Emergency Centre shall, on our behalf:
 - a) at the request of the insured, notify relatives of the event;
 - b) contact physicians providing medical care to the insured through the physician working on behalf of the insured, and in particular with the insured's family physician, and ensure the flow of information between physicians;
 - c) guarantees to the medical facility the coverage of costs of the insured's medical treatment, up to the insurance amount specified in the contract;
 - d) arrange the insured's transportation to the country of residence, to a medical facility, or to the place of residence, in accordance with a written recommendation of the attending physician;
 - e) arrange and cover costs of the insured's return to the country of residence upon the completion of medical treatment, if the insured is unable continue its trip or return to the country of residence using the planned means of transport;
 - f) arrange and cover costs of accommodation in a hotel (including the cost of food), if the insured's transportation referred to in item e) could not be carried out immediately upon the end of the treatment;
 - g) arrange and cover the costs of accommodation of an accompanying person in connection with a sudden illness or accident of the insured outside the Republic of Poland and outside the country of permanent residence. The insurance covers costs of transport to the Republic of Poland.
 - h) In the event of an extended stay abroad due to a sudden illness or accident of the insured, the Emergency Centre will arrange and cover the costs of accommodation and meals of the accompanying person;
 - i) arrange and cover the costs of accommodation of a person called to accompany the insured in connection with a sudden illness or accident of the insured outside the Republic of Poland and outside the country of permanent residence. The insurance covers the costs of transport, accommodation and meals of the person appointed an accompanying person;
 - j) in the case of a need for the insured's hospitalisation for at least 7 days or its return to the country of residence due to sudden illness or accident suffered outside of the Republic of Poland and the country of residence, arrange and cover travel expenses of the person replacing them in the performance of their duties;
 - k) at the request of the insured person, arrange a telephone or personal assistance of an interpreter where due to a language barrier the insured need help in contacting a physician or another employee of a medical facility, the police, the municipal police, the fire brigade or any other public administration institution. The Emergency Centre guarantees immediate telephone translation assistance in English, German, French, Italian and Spanish. Moreover, the translator shall provide support in person: in English, German, French, Italian and Spanish, for up to 4 working days from the request;
 - l) arrange and cover the costs of hiring, accommodation, meals and transport of the driver if the health condition of the insured, confirmed in writing by the physician treating abroad, does not allow them to drive the car to which they previously travelled.
 - 2) in the event of the death of the insured, the Emergency Centre shall arrange:
 - a) cremation;
 - b) the transportation of a body or urn to the insured's country of permanent residence or the arranging of a funeral abroad, regardless of the cause of death, provided that there is, or would have been, our liability for travel medical expenses insurance;
 - c) one-off psychological support for the insured's family.
 - 3) The Emergency Centre shall arrange and cover costs of the insured's early return to the country of residence if the return cannot be carried out using the planned means of transport in the case of:

- a) death of the insured's relative or its sudden illness requiring hospitalisation, if this event took place in the country of residence;
 - b) serious material damage, understood as fire, burglary at the place of residence of the insured or at the place of their own business activity;
 - c) political situation or natural disaster.
2. As part of the costs of immediate assistance, the Emergency Centre shall:
- 1) help the insured in obtaining documents required during the trip, i.e. provide the necessary information on actions to be taken if the documents have been stolen, lost or destroyed outside of the Republic of Poland and the country of residence;
 - 2) provide the insured with the necessary financial support to enable it to cover, outside of the Republic of Poland and the country of residence, travel-related expenses of the insured in the event of theft, damage or destruction of its means of payment;
 - 3) provides the insured with financial support for the coverage of the necessary legal services if, during the insured's stay outside of the Republic of Poland and the country of residence, the insured comes into conflict with local law, consisting of:
 - a) allowing the lodging of a security for the release of the insured person, as designated by the competent authorities of the country of residence. Such a support is excluded from the scope of insurance cover in the event of arrest or provisional arrest of the insured due to drug trafficking or selling other intoxicants, the insured's participation in activities of a political nature, and if the bail is required to secure the payment of customs or administrative duties
 - b) covering the costs of legal representation in criminal or criminal-administrative proceedings before the judicial authorities or other relevant authorities of the country of residence.

Such a benefit is excluded from the scope of insurance cover if the event covered by insurance is related to work performed by the insured or its business activity, or if it is associated with owning or driving a vehicle by the insured.

§ 71

Financial support we indicate in § 70 section 2 items 2) and 3) is granted within the limits of sums insured, as defined in the contract.

§ 72

- 1. The costs of providing immediate assistance to the Emergency Centre are covered provided that we are liable for the insurance of medical expenses or costs of transport and repatriation.
- 2. If the Emergency Centre, for reasons beyond its control, could not arrange a service covered by the insurance for the insured, the Emergency Centre shall reimburse the costs actually incurred by the insured, subject to limits set for particular services.

Sum insured

§ 73

- 1. The sum insured is the top limit of our liability for all damages covered by insurance arising from any event (accident), except for the cases specified in § 57 section 2 and § 86 section 5.
- 2. Sums insured are specified in the table below:

SCOPE OF INSURANCE	SUM INSURED and upper limits of liability (in PLN)
medical expenses	the sum insured shall be specified in the insurance contract

SCOPE OF INSURANCE	SUM INSURED and upper limits of liability (in PLN)
continuation of treatment in the Republic of Poland	the sum insured shall be specified in the insurance contract
daily hospital allowance	the sum insured shall be specified in the insurance contract
costs of transport and repatriation	up to the amount of the KL sum insured
costs of emergency actions	up to the amount of the KL sum insured
luggage	the sum insured shall be specified in the insurance contract
delayed luggage delivery	up to 1,000
delay of the means of transport	up to 1,000
cancellation of the means of transport	up to 2,000
costs of travel interruption	up to 5,000
Third-party liability	
damage to property	the sum insured is specified in the insurance contract
personal injury	the sum insured is specified in the insurance contract
ASSISTANCE	
guarantee of the coverage of medical expenses	up to the amount of the KL sum insured
arrangement of transport of the insured to the country of residence in accordance with a written physician's recommendation	up to the amount of the KL sum insured
arrangement and the coverage of costs of the insured's stay in a hotel when the transport cannot take place immediately upon the end of the treatment	up to the amount of the KL sum insured
arrangement and reimbursement of costs of the insured's return to the country of residence if the insured, upon the end of the treatment, cannot return with the scheduled means of transport	up to the amount of the KL sum insured
arrangement and payment of travel expenses of a person appointed a substitute in the performance of professional duties	up to 10,000
arrangement and coverage of costs of early return of the Insured to the country of residence	up to 5,000
arrangement and coverage of costs of the accompanying person	up to the amount of the KL sum insured * in the case of accommodation costs, the limit is up to PLN 400 per day, no more than 3 days
arrangement and coverage of costs of the person appointed an accompanying person	up to the amount of the KL sum insured * in the case of accommodation costs, the limit is up to PLN 400 per day, no more than 7 days

SCOPE OF INSURANCE	SUM INSURED and upper limits of liability (in PLN)
arrangement and coverage of costs of hiring a driver	up to the amount of the KL sum insured * in the case of accommodation costs, the limit is up to PLN 400 per day, no more than 3 days
personal assistance of a translator/interpreter	up to 2,000
telephone assistance of a translator/interpreter	up to 500
psychological assistance	up to 1,000
financial assistance	up to 5,000
deposit	up to 5,000
legal representation	up to 12,000

§ 74

In the case of events requiring transportation of the insured, we cover costs of the transportation up to the cost of air travel in economy class, unless the insured's transport, for medical reasons, requires different means of transport and this has been agreed with the Emergency Centre.

Duty of the Insured

§ 75

1. The insured is obliged to provide us with a policy or a certificate, as well as documents justifying the examination of request for the payment of compensation or benefits, and in particular:
 - 1) medical diagnoses and other documents indicating reasons and the extent of medical assistance provided in the case of personal injury;
 - 2) bills for prepaid medical care or for other costs covered by insurance in the event of personal injury;
 - 3) calculation of the extent of the claim (drawing up a detailed description of loss taking into account the brand name, price, date and place of purchase), drawn up at its own expense, in the case of loss under luggage insurance;
 - 4) evidence of purchase of lost or damaged items in case of damage to these items.
2. Documents referred to in section 1 shall be submitted by the insured within 14 days from becoming aware of the claim or upon the cessation of circumstances causing inability to fulfil this obligation.
3. In the event of the insured's death, the beneficiary is obliged to provide us with the documents necessary to determine the validity of the claim, which include in particular: an extract from the death certificate and documents confirming the relationship or affinity of the beneficiary with the insured.

§ 76

1. Notwithstanding the obligations set out in § 75 and § § 14–16, in the insurance against the medical expenses abroad, the insured undertakes, in the event of an accident, to:
 - 1) release physicians who treated them before the occurrence of insurance-covered accident from the medical secrecy obligation and agree on the disclosure of documentation of treatment;
 - 2) release public and private health care establishments and the Social Insurance Institution (ZUS) from the medical secrecy obligation and agree on the disclosure of medical documentation;

- 3) release the National Health Fund from the obligation of medical confidentiality and agree to provide a list of all medical facilities where medical assistance was provided.

§ 77

1. Notwithstanding the obligations set out in § 75 and § § 14–16, in the event of damage to luggage, the obligations of the insured shall include:
 - 1) immediately, but no later than 12 hours immediately after becoming aware of the event, notify the local police station of any damage which could be a result of crime and obtain written confirmation of this fact, detailing the lost items, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 2) immediately, but no later than 12 hours immediately after becoming aware of the event, notify the carrier of any damage to luggage entrusted for carriage or caused in the public transport, if the luggage was under the direct supervision of the insured, and obtain written confirmation of this fact, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 3) immediately, but no later than 12 hours immediately after becoming aware of the event, notify the administration of any case of damage to the place of accommodation of the insured and obtain written confirmation of this fact, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 4) notify the Emergency Centre without undue delay, but no later than within 24 hours of becoming aware of the event, of the inability to immediately report the loss to individual institutions (e.g. police, carrier, administration in the place of accommodation abroad, etc.), unless the claim could not have been reported due to reasons not attributable to the insured;
 - 5) provide medical documentation confirming the sudden illness or accident in the event of sudden loss of ability to take care of luggage;
 - 6) prevent an increase in the extent of damage;
 - 7) secure evidence of damage and things destroyed or damaged in order to allow us to inspect the same.

§ 78

1. If luggage is delayed, the insured undertakes to provide us with documents issued by the carrier confirming the occurrence and duration of delay in luggage delivery.
2. We reimburse the costs incurred by the insured in connection with the delayed delivery of luggage on the basis of bills for the purchase of personal effects.

§ 79

1. If the means of transport is delayed, the insured undertakes to provide us with documents issued by the carrier confirming the occurrence and duration of the delay in the means of transport and a copy of the travel ticket purchased.
2. Costs incurred by the insured in connection with the delay in the means of transport shall be reimbursed on the basis of bills provided for the purchase of foodstuffs, provided that they have not been covered by the carrier.

§ 80

If we reimburse or cover the cost of travel interruption, the insured will provide us with documentary evidence that they have booked their means of transport or purchased their ticket for travel.

§ 81

In the event of failure by the insured to meet its obligations listed in clause 77 section 1 item 5 above, we may refuse to pay compensation in whole or in the relevant part, depending on the extent to which failure to

comply with these obligations had an impact on determining the cause of the accident, the circumstances of the event, or the amount of compensation.

§ 82

1. Notwithstanding the responsibilities specified in § 75 and § § 14–16, in the event of a claim for compensation regarding a third-party liability damage, the insured shall be obliged to refrain from activities aimed at satisfying the aggrieved party, accept its claim, or reach a settlement, until we provide written approval.
2. Satisfying or accepting claims of the aggrieved party by the insured without our written consent required shall not affect our liability.
3. If criminal proceedings were initiated against the perpetrator, or if the aggrieved party pursues claims for compensation at court, the insured is obliged to notify us immediately.
4. The insured undertakes to deliver the court decision to us within a period enabling the insured to express their opinion on the appeal.
5. Satisfying or accepting claims of the aggrieved party by the insured without the required written consent shall not affect our liability.

How do we assess the size and amount of compensation

§ 83

The beneficiary under the insurance contract shall prove the legitimacy of the reported claim.

§ 84

1. Reimbursement of costs of cremation or burial of the insured person abroad shall be limited to the equivalent of the transport of the insured person's body or urn to the Republic of Poland or to the country of permanent residence, arranged by the Emergency Centre.
2. Reimbursement of the costs of transport of the insured or urn's body to the Republic of Poland or to the country of permanent residence shall be limited to an amount equivalent to the costs that we would incur if we arranged the transport ourselves.

§ 85

1. In the third-party liability insurance, within the limits of granted protection, we shall assess the legal and factual situation and take a decision on the recognition of claims and payment of compensation, or defend the insured against unreasonable claim.
2. We pay the compensation due to the beneficiary within the limits of the third-party liability of the insured.
3. At any time, we have the right to pay compensation in the amount of the sum insured or sums sufficient to meet claims arising from the accident, releasing itself from the obligation to continue to provide coverage or incur further costs.
4. We shall also cover, within the sum insured:
 - 1) costs of fees of the appraisers appointed with our consent in order to establish the circumstances or the extent of the damage;
 - 2) necessary costs of legal defence in a dispute initiated by us or with our written consent. If, as a result of an accident giving rise to the insured's liability covered by insurance, criminal proceedings are initiated against the perpetrator, we shall cover the costs of defence, provided that the insurer requested to appoint an attorney or agreed to cover such costs;
 - 3) necessary costs of actions taken by the insured after an accident in order to prevent or reduce its size, as long as they are reasonable, even if proved ineffective.

§ 86

1. Within the framework of luggage insurance, the size of damage in each property group is determined based on retail prices of items of the same or similar type and quality as at the date of compensation arrangements, reduced by the wear and tear until the date of damage or in accordance with costs of repair. The amount of these costs should be documented with the bill of the contractor or the calculation of the insured person who removed the damage on his own.
2. The size of the claim is reduced by the amount of residues that may be used for further use, processing or sales.
3. Compensation shall be established in the amount corresponding to the extent of loss within the limits of the sum insured, subject to the provisions of sections 5–6.
4. Reimbursement of costs of repair may not exceed the actual value of the item.
5. In the absence of bills (proof of purchase) for lost or damaged items from luggage, the upper limit of our liability is the amount equal to 20% of the sum insured specified in the insurance contract. Compensation for lost items, the purchase of which is not confirmed by proof of purchase, shall be determined on the basis of a detailed description of losses drawn up by the insured, taking into account the brand, price, date and place of purchase of lost or damaged items.
6. While determining the amount of loss, the following is not taken into account:
 - 1) scientific, collector's, vintage or memorial value;
 - 2) costs incurred for disinfection of the claim remainder.
7. Within the limits of insurance amounts specified in the contract for each group of property, compensation includes:
 - 1) loss, damage, deterioration or impairment of property directly following events covered by the insurance, in the amount corresponding to the size of the damage;
 - 2) costs arising from the use of all available means to reduce damage and secure directly threatened property from damage if reasonable, even if proved ineffective;
 - 3) costs of removing the claim remainder – in the range of up to 5% of the amount of loss.

§ 87

We reserve the right to verify documents submitted by the insured and consult specialists.

Who is eligible to receive compensation

§ 88

1. In the event of the death of the insured person, the reimbursement of the medical expenses incurred whilst travelling shall be due to the person who incurred those expenses.
2. If there is no beneficiary eligible to receive the benefit, we will pay first, within the limit of the sum insured, the actual, documented funeral expenses and possible costs of transporting the body from the place of accident to the burial site to the person who incurred those costs, unless the costs were covered by social security.
3. If at the time of death of the insured, there is no beneficiary authorised by the insured to receive the benefit for the insured's death, the benefit is granted to relatives of the deceased in the following order:
 - 1) Spouse;
 - 2) Children;
 - 3) Parents;
 - 4) other heirs of the deceased person.

Section III – SPORTS EQUIPMENT INSURANCE

What is the insured item

§ 89

1. The insurance covers sports equipment used by the insured in the territory of the Republic of Poland and during travel.
2. We may provide cover for sports equipment upon payment of an additional premium to cover travel medical expenses and/or personal accidents.

What is the scope of insurance

§ 90

1. The insurance covers sports equipment under the direct supervision of the insured and sports equipment which has been:
 - 1) entrusted to a carrier for transportation on the basis of the relevant freight documents;
 - 2) left in premises closed with a multi-tumbler lock in the place of accommodation of the insured;
 - 3) left in a car trunk secured in a manner preventing its opening without the use of tools, provided that it is not visible from the outside;
 - 4) carried within a car, on racks or in external cargo carriers, including pick-up beds, if they were locked according to their construction at the moment of loss, including damage to external cargo carriers
2. Sports equipment shall be covered by insurance against claims caused by:
 - 1) fortuitous event;
 - 2) burglary;
 - 3) robbery
 - 4) accidents or disasters in the land, water or air means of transport.
3. Sports equipment is also covered by insurance in the case of sudden loss by the insured of the possibility to take care of sports equipment as a result of sudden illness or an accident of the insured.
4. At the time of entrusting sports equipment for carriage to a professional carrier on the basis of the relevant shipping document, we provide insurance coverage for damage to the sports equipment regardless of its causes.
5. Moreover, sports equipment is covered by insurance against claims caused by emergency actions carried out in connection with events referred to in sections 2 and 3.
6. Additionally, sports equipment shall be covered by insurance against destruction or damage during its use by the insured, if the damage or destruction occurred as a result of an accident occurring in the territory of the Republic of Poland and outside the territory of the Republic of Poland and the country of permanent residence of the insured, and if the event was reported to the Emergency Centre and confirmed by a medical diagnosis in the medical records.
7. We covers costs of renting sports equipment for no more than 7 days, provided that the insured has been deprived of its sports equipment as a result of events specified in sections 2–6, and as a result of delayed delivery of sports equipment to the place of destination lasting at least 24 hours by a carrier entrusted to carry sport equipment on the basis of the relevant shipping document.

What kind of claim are we not responsible for

§ 91

We shall not be liable for the following claims:

- 1) occurring outside designated routes in sports equipment;
- 2) in sports equipment, caused during the use not in accordance with its intended purpose, indicated in the operating manual for this equipment issued by the manufacturer;
- 3) consisting in the loss of the value or aesthetic values of the sports equipment, which do not prevent the possibility of further use of this equipment issued by the manufacturer;
- 4) in leased, rented or entrusted sports equipment to the insured.

Duty of the insured

§ 92

1. The insured agrees to provide us with a loss quantification, prepared at the insured's own expense.
2. Moreover, the insured shall be obliged to:
 - 1) immediately, not later than within 3 days, notify the local police station of any damage which could be a result of crime and obtain written confirmation of this fact, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 2) immediately, not later than within 3 days, notify the carrier of any damage to sports equipment entrusted for carriage or caused in the public transport, if the sports equipment was under the direct supervision of the insured, and obtain written confirmation of this fact, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 3) immediately, not later than within 3 days, inform the administration or the building's owner of any case of damage to the place of accommodation of the insured and obtain written confirmation of this fact, unless the claim could not have been reported due to reasons not attributable to the insured;
 - 4) provide medical documentation confirming the sudden illness or accident in the event of sudden loss of the ability to take care of sports equipment
 - 5) secure evidence of damage and things destroyed or damaged in order to allow us to inspect the same
 - 6) provide a doctor's diagnosis, if the damage resulted from a personal accident, for which we are liable.

Sum insured

§ 93

1. The sum insured is determined by the policyholder.
2. The sum insured is the limit of our liability for any event during the insurance period.
3. The sum insured is PLN 10,000 or PLN 25,000.
4. As part of this insurance amount, limits regarding costs associated with the rental of sports equipment amount to 5% of the insurance amount.

How we determine the insurance premium

§ 94

1. Amount of the insurance premium is the product of the number of days of travel and the rate specified in the tariff applicable on the date of the contract conclusion.
2. The amount of insurance premium depends on the insurance amount and the duration of the trip.
3. Under the sports equipment insurance contract, we do not apply the benefits and discounts specified in the tariff applicable to the General Terms and Conditions of Business & Travel Insurance.

How we determine the extent of claim

§ 95

1. In the sports equipment insurance the amount of compensation is determined taking into account the arithmetic means of prices applicable in the territory of the Republic of Poland as at the date of the claim for:
 - a) loss of sports equipment – at the purchase cost or on the basis of retail prices as at the date of determining the compensation, less the degree of wear and tear until the claim has arisen. The equipment must be made of the same or most similar type of material, the same or most similar brand, type and class;
 - b) damage to sports equipment – as per the costs of repair or if the repair is impossible, as per the costs of purchase or production of a new item of the same or comparable kind, the same or comparable brand, type and class of sports equipment, as of the date of compensation, less the wear and tear since the claim has arisen.
2. If the policyholder recovers lost items upon the payment of compensation within the framework of sports equipment insurance, it is obliged to return the amount of compensation paid for these items, or waive its rights to these items on our behalf.
3. The costs incurred in connection with the rental of sports equipment, as indicated in § 93 section 4, shall be reimbursed on the basis of bills containing at least:
 - 1) name and surname of the renting person (the insured);
 - 2) type of equipment;
 - 3) date of rent and return of the equipment;
 - 4) price of the service.

Final provisions

How to make representations

§ 96

1. All notifications and representations of the contracting parties shall be made in writing and sent by registered mail or in the form of an electronic document bearing a qualified signature.
2. The parties to the insurance contract shall inform each other about the change of the address or the registered office, as well as contact details indicated in relation to sending notifications and representations.

3. Should the party to the contract change its address or registered office without notifying the other party of this fact, a letter sent to the party's last known address shall have the legal effect from the moment when it would have been delivered had the party not changed its address or registered office.
4. The Parties may agree in the insurance contract that the notifications and representations made by the Parties to the contract shall be delivered to the other Party by means of:
 - a) electronic letter (e-mail) – to the e-mail address indicated by the parties;
 - b) text message (SMS) – to the mobile phone number indicated by the policyholder;
 - c) telephone – to the insurer's hotline number.

How to lodge complaints

§ 97

1. The policyholder, the insured, the assured or the beneficiary under the insurance contract, a person pursuing claims under the provisions of the Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as persons seeking insurance coverage or insurance guarantee providers may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. Rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one Insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5 555;
 - c) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing during a visit to a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.;
 - e) to ERGO Hestia's Customer Ombudsman through the online form available at www.ergohestia.pl.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by the insurer's Management Board.
 - 3) A reply to a complaint will be sent within 30 days from its receipt, in writing or by email if so requested by the complainant.
 - 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. In the event of it being necessary to extend the time limit for replying to a complaint, the complainant will be notified of this fact within 30 days.
 - 5) An individual lodging a complaint may apply for the case to be examined by the Financial Ombudsman at www.rf.gov.pl.
3. Complaints against services provided by the multi-agent not related to the insurance coverage provided should be submitted directly to the agent who provided the insurance distribution services. Complaints are processed directly by this agent – if we receive such a complaint, we will forward it to the agent and inform the complainant.

§ 98

Matters not regulated in the General Terms and Conditions of Insurance shall be governed by the provisions of law, in particular the Act on insurance activity and the Civil Code.

§ 99

1. Insurance contracts are concluded under the provisions of Polish law.
2. Disputes arising from the insurance contract are examined under the Polish law and may be pursued before courts of general jurisdiction, or before courts competent for:
 - 1) the place of residence or establishment of the policyholder, the insured or the beneficiary under the insurance contract;
 - 2) the place of residence of an heir to the insured or to the beneficiary under the insurance contract.
3. Parties to the insurance contract may submit any disputes arising therefrom to arbitration.
4. Disputes arising from the insurance contract between the policyholder, the insured or any other beneficiary under the insurance contract, being a natural person, and us, may be examined by way of an out-of-court procedure before the Financial Ombudsman, ul. Nowogrodzka 47A, 00-695 Warsaw, Poland, www.rf.gov.pl, an entity authorised to conduct out-of-court procedures according to the provisions of the Act of 5 August 2015 on handling complaints by financial market entities and the Financial Ombudsman.
5. In view of the fact that insurance contracts we conclude cannot be used to settle transactions subject to sanctions, bans and restrictions, either international or under Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to pay for any claim or to ensure or grant any benefit in connection with the insurance coverage – in so far as the granting of insurance coverage, payment or provision/granting of any other benefit in connection with the insurance coverage could result in breach of any of the above-mentioned Sanctions – provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.

§ 100

These General Terms and Conditions of Insurance shall enter into force on 12 February 2024 and apply to the contracts concluded as of this date and thereafter.

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

Statement by the Personal Data Controller

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

You can contact us:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. by phone – by calling at: 801 107 107 or 58 555 55 55.

Who is the Data Protection Officer

We have appointed a Data Protection Officer to assist us in our responsibilities regarding the protection of personal data.

You may contact them in all matters relating to the processing of personal data and the exercise of the rights vested in you in this regard:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
assessment of insurance risk in order to present an insurance offer and to conclude a contract	in order to determine the amount of the insurance premium, we use profiling . In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We make decisions related to profiling on the basis of data collected during the process of insurance offer creation and conclusion of the contract. The data obtained are adequate for the assessment of a given risk.
verification and ensuring correctness of identification data	data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office
risk reinsurance	we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage
performance of the insurance contract, including claim adjustment	in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need to inspect the vehicle or property by a representative of ERGO Hestia.
pursuing of claims	in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.
direct marketing of own products and services	we perform analytics using your data to enable us to communicate with you and create marketing profiles, including by using profiling
counteracting insurance crimes	where necessary to prevent fraud and the use of our business for criminal purposes

handling complaints, requests and inquiries	we process complaints and appeals about our services, as well as requests and enquiries made to us
fulfilment of responsibilities arising from the provisions of law	including processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report
customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
compliance with sanctions obligations	we perform our obligations related to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America, among others
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

What is the legal basis for the processing of your personal data

- 1. the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
- 2. legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
- 3. compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
- 4. a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
- 5. consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions,
- data processors for the purpose of debt collection,
- reinsurance companies,
- healthcare facilities,
- other insurance companies, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **The right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;
3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);
4. **right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

If you wish to exercise these rights, please contact us.

For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

The provision of personal data for marketing purposes is voluntary.

Statement by the Personal Data Controller for the insured

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

You can contact us:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. by phone – by calling at: 801 107 107 or 58 555 55 55.

Who is the Data Protection Officer

We have appointed a Data Protection Officer to assist us in our responsibilities regarding the protection of personal data.

You may contact them in all matters relating to the processing of personal data and the exercise of the rights vested in you in this regard:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
assessment of insurance risk in order to present an insurance offer and to conclude a contract	in order to determine the amount of the insurance premium, we use profiling. In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We make decisions related to profiling on the basis of data collected during the process of insurance offer creation and conclusion of the contract. The data obtained are adequate for the assessment of a given risk.
verification and ensuring correctness of identification data	data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office
risk reinsurance	we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage
performance of the insurance contract, including claim adjustment	in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need to inspect the vehicle or property by a representative of ERGO Hestia.
pursuing of claims	in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.
direct marketing of own products and services	we perform analytics using your data to enable us to communicate with you and create marketing profiles, including by using profiling
counteracting insurance crimes	where necessary to prevent fraud and the use of our business for criminal purposes
handling complaints, requests and inquiries	we process complaints and appeals about our services, as well as requests and enquiries made to us
fulfilment of responsibilities arising from the provisions of law	including processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report

customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
compliance with sanctions obligations	we perform our obligations related to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America, among others
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

Who have we collected your personal data from

In order to conclude an insurance contract for your benefit, we may obtain the following personal data from the Policyholder: first and last name, Personal ID No (PESEL), address of residence, e-mail address and telephone number.

What is the legal basis for the processing of your personal data

- 1. the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
- 2. legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
- 3. compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
- 4. a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
- 5. consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions
- data processors for the purpose of debt collection,
- reinsurance companies,
- healthcare facilities,
- other insurance companies, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **the right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;
3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);
4. **right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

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For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

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