

GENERAL CONDITIONS OF INSURANCE WARTA TRAVEL PLUS

Translation from the Polish language – the Polish original shall prevail. Every effort has been made to ensure that the translation be accurate, but no legal responsibility is accepted for any errors or omissions or misleading statements, however caused, in either original or translated text.

CHAPTER ONE. INITIAL PROVISIONS

Who and what may be insured?

§1

- Based upon the provisions of the hereby General Conditions of Insurance (Ogólne Warunki Ubezpieczenia hereinafter also referred to as the OWU) as well as within the scope determined within the provisions of the insurance agreement, entities which may be subjected to insurance are constituted by natural persons through offering them insurance coverage during journey as part of one of the chosen geographical zones:
 - Zone Number One** – territories of European states along with territories of states located in the Mediterranean Sea basin such as for instance as: Cyprus, Egypt, Israel, Tunisia, Turkey and Canary Islands, with the exception of the territory of Poland as well as of the territory of the state upon which the Insured Entity resides.
 - Zone Number Two** – territory of the whole world, with the exception of the territory of Poland as well as of the territory of the state upon which the Insured Entity resides.
 - Zone Number Three** – the territory of Poland.
- As long as no divergent provisions have been made, the insurance agreement as part of Zones Number One and Two is to be concluded within the basic scope (P) and following the settlement of insurance premium within the additional scope (D) in accordance with the provisions of the below table:

Subject of insurance	Scope of insurance
1) Costs of medical treatment	P
a) of cases of sudden falling ill	
b) of effects of accidents	
2) Assistance Standard	P
a) short term/ad hoc medical help	
b) transport of the Insured Entity	
c) earlier return of the Insured Entity	
d) legal aid	
e) reclaim and further forwarding of luggage	
f) assistance in retaining of lost documents	
g) search and rescue	
3) Assistance Super	
a) return transport of the relatives of the Insured Entity	
b) extension of the insurance coverage with the period of 48 hours	D
c) continuation of the journey	
d) supervision over/taking care of juvenile children	
e) replacement driver	
f) visit of a close person	
g) forwarding of indispensable personal items	
h) preventive search and rescue	
i) financial aid	
j) accommodation during the period of recuperation	
k) services of an interpreter	
l) costs of delay/cancellation of a flight	
4) Personal Accident Insurance	D
a) death of the Insured Entity	
b) permanent damage of health	
5) Third party liability	D
6) Hand luggage (including sports equipment) as well as delay in the supply of luggage	D
7) Continuation of post-accident treatment upon the territory of Poland	D
8) SKI PLUS	D

- Depending upon the chosen scope of insurance for Zone Number One and Two, following the settlement of the additional insurance premium, the scope of the insurance agreement may be extended with:
 - Within the scope of insurance of the costs of treatment with risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - execution of work abroad,
 - acts of war or emergency state,
 - effects of chronic illnesses
 - within the scope of assistance standard insurance as well as assistance super insurance with risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - execution of work abroad,
 - effects of chronic illnesses
 - within the scope of insurance against the effects of accidents with risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - execution of work abroad,
 - acts of war or emergency state,
 - effects of accidents of tropical illnesses
 - within the scope of insurance against third party liability with the risks associated with amateur sports:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - execution of work abroad,
 - acts of war or an emergency state,
 - within the scope of the insurance of travel luggage with the risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - acts of war or emergency state,
 - within the scope of insurance of the continuation of post-accident treatment upon the territory of Poland with risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - execution of work abroad,
 - acts of war or an emergency state,
 - within the scope of SKI PLUS insurance with the risk associated with the effects of chronic illnesses.
- As long as it had not been agreed any different, the insurance agreement for Zone Number Three is concluded within the basic scope (P) and following the settlement of the additional insurance premium (D), in accordance with the provisions of the below table

Subject of insurance	Scope of insurance
1) Personal Accident Insurance	P
a) death of the Insured Entity	
b) permanent damage of health	
c) costs of medical treatment of effects of accidents	D
2) Third party liability	D
3) Hand luggage (including sports equipment) as well as delay in the supply of luggage	D
4) SKI PLUS	D

- Depending on the chosen scope of insurance for Zone Number Three, following the fact of the settlement of an additional insurance premium the insurance agreement may be extended with:
 - Within the scope of insurance against the effects of accidents with the risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
 - within the scope of third party liability with the risks associated with amateur sports,
 - within the scope of luggage with the risks associated with:
 - amateur sports,
 - semi-professional sports,
 - extreme sports,
- An Agreement concluded with the option of extension with the risk of performance of semi-professional sports results in the automatic encompassing with insurance coverage of the fact of the amateur performance of sports without the need for the settlement of any additional insurance premium.
- An Agreement concluded with the option of extension with the risk of performance of extreme sports results in the automatic encompassing with insurance coverage of the fact of the amateur performance of sports or semi-professional performance of sports without the need for the settlement of any additional insurance premium.
- An Insurance agreement may be concluded both directly by the Insured Entity as well as indirectly in his name and for his benefit by a third entity (the Insuring Entity).
- An Insurance agreement is concluded with Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" Spółka Akcyjna (hereinafter referred to as WARTA).

What do particular terms mean?

§2

- Amateur sports/performance of amateur sports** – recreation or leisure downhill skiing, water skiing, cross-country skiing, snowboarding, windsurfing, water and snow scooter riding, executed upon labelled and established routes, paths, upon established waters, inland sailing, sea sailing.
 - CCC** - Customer Care Centre an organisational entity, to whom the occurrence of any faults and/or damages which are to be communicated to the company of WARTA, which organises assistance services determined within the provisions of the hereby document of the Conditions of Insurance W along with the conveyance of the process of the liquidation of a damage.
 - Chronic illness** – an illness of extended character, diagnosed or treated (in a permanent and continuous or in a temporary manner) within the period of 24 months prior the conclusion of the Insurance Agreement.
 - Foreigner** - a natural person who resides upon the territory of Poland;
 - who does not have Polish citizenship,
 - who possesses Polish citizenship but who permanently resides outside of the territory of Poland.
 - Acts of War** – encompassing of the territory of a state or any of its portion of activities of military character involving arms, which stem from military conflict of the given state with other states or occurrences characteristic for a civil war.
 - Tourist event** – all and any types of foreign travel and stay outside of the territory of Poland, which last longer than 24 hours, which are organised by a travel agent, an employing company, schools, foundations, associations, sports clubs in the form of: trips, excursions, youth camps, temporary stays, holidays, integration events as well as stays in recuperation health care centres and in pension houses, stays within houses, quarters or holiday homes which are rent by an institutional organiser.
 - Theft with break in** – an activity connected to unlawful seizure of an object of insurance following the removal of the existing protections, with the application of physical force or tools.
 - Country of residence** – the state the Insured Entity is the citizen of which.
 - Location of domiciliation** – the address of domiciliation of the Insured Entity upon the territory of Poland, which is determined within the provisions of the insurance agreement
 - Sudden falling ill** - sudden occurrence of a negative health condition, illness, which imposes threat to the health or life of the Insured Entity and which occurs following crossing of the border of Poland in an outbound direction, which requires immediate doctor's attention in connection to which fact there occurs the necessity to undergo medical treatment prior the completion of a foreign journey.
 - Effects of a chronic illness or chronic illnesses** – occurring in a sudden manner, aggravation of the symptoms of a chronic illness requiring immediate doctor's attention in connection to which fact there occurs the necessity to undergo medical treatment prior the completion of a foreign journey, which occur following crossing of the border of Poland in an outbound direction.
 - An accident** – a sudden occurrence caused by an external reason, as the result of which the Insured Entity, regardless of his or her will suffered damage of his or her body, his or her health worsened or has died.
 - Period of insurance** – the period of duration of the responsibility of the company of WARTA which is determined within the provisions of the insurance agreement.
 - A close person** – member of the closest family of the Insured Entity i.e. a husband/wife, partner, child, stepchild, an adopted child or being brought up, a parent, siblings, parents in law, grandparents, children-in-law, nephew, niece.
 - Equipment** – auxiliary equipment of sports equipment indispensable for its correct exploitation amongst others, ski fittings, fin, propeller, etc.
 - Domestic journey** – stay of the Insured Entity upon the territory of Poland the beginning of the journey is believed to be the moment of leaving of the place of domiciliation, whilst the end is considered to be the moment of return to the point of start without leaving of the territory of Poland.
 - Foreign journey** - stay of the Insured Entity outside of the territory of Poland or the country of residence. The beginning of the journey is believed to be the moment of leaving the territory of Poland or the country of residence, whilst the end is considered to be the moment of crossing of the border in the process of return to the territory of Poland or to the country of residence.
 - Prosthesis** – artificial supplementation (apparatus, device) of the missing part of body or organ.
 - Professional forwarder** – an entrepreneur who owns all of the required permissions for the transport of person with various means of transport in return for a financial equivalent.
 - Robbery** – an activity occurred as the result of unlawful seizure of an object subjected to insurance coverage in such manner so that the perpetrator used physical force or threat of its immediate application or has led to the occurrence of the condition of lack of conscience or inability of taking a defensive stand.
 - Extreme sports** – sports characterised by the significant amount of risk – air, water, land sports performed in order to generate the maximum of adrenaline, in particular: mountain and rock climbing, speleology, motor and water motor sports, motocross, hunting, martial arts and defensive sports, mountain biking, skiing outside of the marked and established skiing slopes and paths, ski jumping, diving with the application of specialist equipment or while withholding breath, canyoning, rafting, oceanic sailing, ballooning, bungee and B.A.S.E. jumping, surfing, kitesurfing, motor-gliding, parachuting, gliding, rally races.
- Extreme sports are also considered to be participation within trips to locations characterised by extreme climatic and environmental conditions, for instance mountains the height of which surpasses 5500 metres above the sea level, glacier areas (with the exclusion of established and labelled skiing paths), jungle, bush.
- Permanent damage inflicted to health** – disturbance of the activities of the damaged organ, part of body or system resulting in its permanent dysfunction.

23. **Emergency condition/status** – introduction with the application of the decision of authorities of the given state, upon the territory of the state or any of its portions of increased military readiness in connection to the threat of occurrence of a military conflict, social unrest, riots, cataclysm, epidemic.
24. **Personal damage/loss** – a damage/loss resulting in death, damage of body or a health disorder.
25. **Damage/loss in property** – a damage/loss stemming from a damage, destruction or a loss of property.
26. **Insuring Entity** – a natural person, a legal entity or an organisational entity which does not possess the form or a legal entity which concludes an insurance agreement.
27. **Family insurance** – an agreement concluded for the benefit of at least two persons listed within the insurance agreement, whereas all such persons are close persons.
28. **Group insurance** – an agreement concluded in the name and for the benefit of the group of persons amounting to at least 6 persons.
29. **Insured Entity** – a natural person including foreigners, who have their location of residence on the territory of Poland:
 - 1) who leaves the territory of Poland or the country of his/her residence in the case of a foreign journey,
 - 2) who travels upon the territory of Poland in the case of a domestic journey.
30. **Entitled/Authorised Entity** – a person who has been authorised in writing by the Insured Entity to receive the due benefit in the case of the Insured Entity's death. In the case of the lack of determination of the Authorised Entity by the Insured Entity, the benefit is payable for the benefit of the next of kin of the deceased based upon the provisions of the following listed order:
 - 1) spouse,
 - 2) children – in the case of the absence of a spouse (in equal parts),
 - 3) parents – in the situation of the lack of spouse and children (in equal parts),
 - 4) other authorised persons, following the conveyance of a court inheritance case.
31. **Assistance services** – services rendered for the benefit of the Insured Entity by the CCC in connection to the occurrence of events determined within the provisions of the hereby conditions.
32. **Restoration value** – the value respective to the costs of repair or in the situation of the lack of possibility of repair, to the costs of the purchase of a new object of the same or similar type, the same (or approximate) brand, class and type.
33. **Performance of semi-professional sport** – performance or practising of sports disciplines as part of the sport clubs or sections connected to participation within practice sessions, camps, sport events (with the exclusion of professional performance of sport).
34. **Execution of work abroad** – undertaking by the Insured Entity of activities and actions in the form of employment, execution of particular tasks in return for a remuneration, professional practices, volunteering. Through the execution of work it is understood to be the execution of all tasks or works which increase the risk of the occurrence of a damage/loss, in particular of the following listed activities:
 - 1) Construction works, repair-refurbishment works, carpenter's works, works in transport (including the job of a driver), in mining, steel industry, in power supply industry at high voltage devices, in oil industry, within the protection of property, with explosive materials, in mountain rescue services, in agriculture in catering,
 - 2) Professional practices in a workshop, in a factory, in catering, upon construction sites,
 - 3) Works of nursing and nurture character,
 - 4) Works at heights,
 - 5) Works with the application of the following listed dangerous tools: mechanical saws, pneumatic hammers, mechanical grinders, machining tools, grinding tools, axes, picks, chainsaws, percussive drills, cranes or labour machinery, road machinery,
 - 6) Works with the application of paints, varnishes, liquid fuels or solvents, technical gasses or fume gasses, hot technical oils or technical liquids,
 - 7) Works upon floating or air vessels, also during professional schooling or internships.
35. **Professional performance of sport** – performance of sports disciplines in order to make money as part of sport sections or sport clubs, which encompass participation within practice sessions, camps, sports events.
36. **Occurrences of force majeure character** – unforeseeable occurrences connected to the operation and influence of natural elements, which take place regardless of the will of the Insured Entity, i.e. a fire, a hurricane, a flood, tempestuous rain, hail, avalanche, lightning strike, earthquake or landslide, an explosion, fall of an air vessel.

CHAPTER TWO. COSTS OF MEDIAL TREATMENT

Subject of insurance, i.e. what does WARTA insure and what is it responsible for?

§3

Subject of insurance is constituted by indispensable and documented costs of medical treatment of the Insured Entity, who during his foreign trips/journeys, was immediately forced to undergo treatment within the location of the occurrence in connection to a sudden occurrence or an accident, which took place within the period of insurance.

What is WARTA obliged to in the case of the occurrence of a loss?

§4

We execute payments or refund encumbered costs within the limits of the sum of insurance determined within the provisions of the insurance agreement which encompass:

- 1) hospital stay and hospital treatment,
- 2) doctor's visits,
- 3) examinations, procedures and surgeries ordered by a doctor,
- 4) dentist treatment in the situation of a sudden falling ill in the occurrence of acute pain and inflammation conditions as well as in the situation when the necessity for the initiation of the treatment stems from an accident which is encompassed with the insurance responsibility of the company of WARTA,
- 5) the purchase of prescribed by the doctor and indispensable medicine as well as bandages and other similar means, auxiliary orthopaedic means such as: stabilisers, walking crutches and canes, slings, corsets, collars, stabilisation belts,
- 6) repair/purchase of glasses/contact lenses as well as repair of prostheses, under the condition that:
 - a) their purchase/repairs were indispensable for the correct functioning of the Insured Entity within the period of planned foreign stay
 - and
 - b) that the damage imposed constituted the result of an accident, which is determined within the provisions of 2 passage 12.

The sum of insurance – i.e. what maximum value do we encumber responsibility for?

§5

1. The sum of insurance of the costs of treatment is agreed with the Insuring Entity and constitutes the upper border of the responsibility of the company of WARTA with the reservation of the provisions of passage 2.
2. The sum of Insurance:
 - 1) of the costs of dentist treatment in the case of sudden falling ill in the form of acute inflammation and pain conditions amounts to 1000 PLN,
 - 2) of the costs of treatment connected to pregnancy and birth amounts to 5000 PLN,
 - 3) of the costs of repair/purchase of glasses/contact lenses as well as repair of prostheses amounts to 2000 PLN,
3. The sum of insurance for the costs of treatment refers to every single occurrence – sudden falling ill or an accident encompassed with insurance coverage and taking place within the period of insurance with the reservation of the provisions of passage number 4.
4. The sum of insurance coverage for
 - 1) of the costs of dentist treatment,
 - 2) of the costs of treatment connected to pregnancy and birth,
 - 3) of the costs of repair/purchase of glasses/contact lenses as well as repair of prostheses,
 refers to single as well as all occurrences encompassed with insurance coverage within the period of insurance.

5. The sum of insurance determined within the provisions of the insurance agreement refers to each and every Insured Entity separately.
6. The calculation of the sums of insurance to currency within which such obligation will be settled based upon the average currency swap rate announced by the President of the NBP (National Polish Bank) for exchangeable currencies as of the day of the occurrence.

What is WARTA not responsible for?

§6

1. We do not encumber responsibility for any costs occurred in connection to and/or in the occurrence of:
 - 1) existence of any doctor's recommendation suggesting withdrawal from the execution of a foreign journey considering health issues.
 - 2) prior the leave the existence of a recommendation for the conveyance of a surgery procedure or a recommendation to initiate and undergo treatment,
 - 3) treatment the duration of which surpasses the period indispensable for the restoration of the condition of health which enables the return of the Insured Entity to his or her place of domiciliation or to the country of residence,
 - 4) treatment in the country of residence of the Insured Entity,
 - 5) a birth and associated treatment and care over the child and the mother if the birth took place past the 32nd week of pregnancy,
 - 6) artificial insemination or treatment of infertility,
 - 7) artificial miscarriage – with the exception of outside of the womb pregnancy,
 - 8) damage of body and disorder of health, caused with a treatment or medical treatments, regardless by whom such treatments were performed,
 - 9) intentional activity executed by the Insured Entity,
 - 10) treatment of chronic illnesses,
 - 11) treatment of illnesses which stem from infection with HIV virus and sexually transmitted diseases, regardless of the method of becoming contaminated and/or ill,
 - 12) plastic surgery,
 - 13) dentist treatment of prophylactic and prosthetic character,
 - 14) treatment within one's own scope or treatment executed by a doctor who is a close person of the Insured Entity,
 - 15) epilepsy attack/seizure,
 - 16) psychiatric disorders of the Insured Entity,
 - 17) occurrences in connection to the consumption of alcohol, consumption of narcotics or any other substances resulting in the intoxication of the Insured Entity,
 - 18) driving by the Insured Entity of any types of vehicles or means of transport without all required permissions for the given state, unless such fact did not impose any influence upon the occurrence of the loss,
 - 19) participation in riots, fights, unrest as well as all types of disruptions of public order (with the exception of activity in indispensable self defence),
 - 20) occurrences occurred in connection to the professional performance of sport,
 - 21) activities executed in a manner which breach the provision of the local law as well as bans imposed by local authorities,
 - 22) attempts at committing or committing by the Insured Entity of a crime or a suicide,
 - 23) prophylactic treatment amongst others: protective vaccinations, prophylactic and periodical medical examinations, as well as acupuncture, chiropractic treatments, cryotherapy, physiotherapy
 - 24) remaining of the Insured Entity within areas where there is imposed a valid ban on moving around or exploitation of, for instance: tourists paths, skiing slopes, established water zones, etc.
 - 25) treatment and stay within sanatoria and spas as well as special dietary programmes, even if such had been recommended by a doctor.
2. The company of WARTA also does not encumber any responsibility for any costs occurred in connection to the events associated with:
 - 1) performance of amateur sports,
 - 2) semi-professional performance of sports,
 - 3) performance of extreme sports,
 - 4) execution of work abroad,
 - 5) warlike activities or in connection to an emergency status,
 - 6) consequences of chronic illnesses
 as long as the insurance scope reserved within the provisions of the insurance agreement has not been extended with the aforementioned risks.

What should the Insured Entity do in the occurrence of a damage/loss?

§7

1. In the case of the occurrence of the damage/loss the Insured Entity is obliged to:
 - 1) seek immediate doctor's help, thus taking advantage, as far as it is possible from the services of public health care or immediately notify CCC in order to obtain adequate doctor's attention,
 - 2) obtain doctor's documentation which confirms the fact of recognition (doctor's diagnosis), which justifies the necessity of offering immediate doctor's help or the need to be accepted to hospital,
 - 3) secure all proof connected to the sudden falling ill or the occurrence of an accident, for the needs of the justification of the claim,
 - 4) upon the order received from the company of WARTA subdue oneself to the examination by the doctor determined by the company of WARTA or to be subjected to clinical observance.
 - 5) in the case of the coverage of the costs within one's own scope immediately notify the loss or damage to the CCC under the telephone number determined within the provisions of the proof of insurance, not later than within the period of 7 days from the moment of return from a foreign journey, or following ceasing of the reasons which make it impossible for the quicker communication of the damage/loss,
 - 6) proceed in accordance with the recommendations offered by the employee of the CCC, thus presenting doctor's documentation which is connected to the occurrence and which confirm the justifiability of the submitted claims.
2. If the Insured Entity has not communicated the fact of the occurrence of the damage/loss within the deadline determined within the provisions of passage 1 point 5 the reason for which remains within the intentional fault or gross negligence, the company of WARTA has the right for the diminishing of the level of applicable compensation if such infringement has contributed to the increase of the extent of the loss or if it has made impossible for the company of WARTA to determine the occurrences, circumstances and effects of an accident or a sudden falling ill.
3. In the situation of the lack of meeting of the remaining obligations, described within the provisions of passage 1 the company of WARTA may deny for the settlement of the due amount of compensation or has the right for its diminishing if such infringement imposed influence upon the determination of the circumstances and effects of the occurrence, upon the responsibility of the company of WARTA or upon the fact of the determination of the size of the loss.
4. The company of WARTA has the right to request for the Insured Entity or for the Authorised Entity to express a written permission for the company of WARTA to address the entities which had rendered services of health care character for the benefit of the Insured Entity in order to obtain information connected to the verification of the data and information supplied by the Insured Entity about the condition of his or her health.
5. The company of WARTA may reject the settlement of compensation or has the right to diminish its amount in the situation when the Insured Entity, his or her legal representative or entities which had rendered services of health care character for the benefit of the Insured Entity would reject for the provision of information described within the provisions of passage 4, if such denial imposes influence upon the determination of the fact of occurrence or the scope of such responsibility.

What is the method of determination of the amount of applicable compensation as well as of the principles of its settlement?

§8

1. Determination of the justifiability of the submitted claims i.e. the determination whether there applies the right to the compensation or not and what should be its value, takes place based upon the provisions of the documentation submitted by the Insured Entity, nevertheless

considering that the company of WARTA has the right for its verification as well as reaching out to obtain the opinion of applicable specialists.

2. The documents which confirm the submitted claim are constituted by:
 - 1) a proof which confirms the necessity for the immediate undergoing of treatment in connection to sudden falling ill or in connection to an accident
 - 2) bills, proofs of payment for the granted doctor's help as well as for the purchased medicines, bandages and other similar items which make it possible for the identification of the person subdued for treatment,
 - 3) medical documentation from the earlier treatment executed upon the territory of Poland.
3. Obligations stemming from the provisions of insurance agreements of the costs of treatment are executed directly by the company of WARTA onto the bank account of a medical centre which offers help to the Insured Entity with the reservation of the provisions of points 4 and 5.
4. In the situation when the costs of treatment will be covered by the Insuring Entity/Insured Entity within their own scope, reimbursement of the aforementioned costs takes place directly onto the bank account run with the application of the currency of PLN which is determined by the Insuring Entity/Insured Entity to the total amount of encumbered costs, nevertheless not surpassing the limit of the costs of treatment determined within the provisions of the insurance agreement.
5. In the occurrence of encumbering of costs of treatment by the organiser of the tourist event, the participant which is constituted by the Insured Entity there is allowed the possibility for the reimbursement of such expenditure onto the benefit of the organiser, whereas the organiser of such event receives the right of priority in meeting of his claims. Such solution is applied with regards to the provisions of agreements of general insurance.
6. The application of currency swap exchange rate with regards to expenditure and costs encumbered in connection to the treatment subject to insurance coverage which amounts are expressed with the application of foreign currencies takes place based upon the average currency swap rate for exchangeable foreign currencies announced by the President of the NBP, valid as of the day of the determination of the amount of compensation.

CHAPTER THREE. ASSISTANCE SERVICES

Subject of insurance, i.e. what does WARTA insure and what is it responsible for?

§9

The subject of insurance is constituted by assistance services rendered in connection to the occurrences which took place during a journey abroad within the period of insurance, which are connected to the organisation or organisation and encumbering of the costs of benefits executed for the benefit of the Insured Entity with the application of the CCC and with the application of the principles determined within the provisions of the hereby Conditions of General Insurance.

What is the company of WARTA obliged to in the occurrence of a loss?

§10

1. We organise or organise and cover the costs of **STANDARD** assistance services which encompass:
 - 1) **Immediate medical assistance** – offering of first medical advice with the application of the telephone method of communication based upon the information obtained from the Insured Entity and in the case of such need organisation of medical help, the cost of which is covered from the sum of insurance of the costs of treatment of the patient,
 - 2) **Transport of the Insured Entity** - organisation and covering the costs of:
 - a) transport of the Insured Entity from the location of an accident or sudden falling ill to a hospital or an ambulatory with the application of medical transport; medical transport is also considered to be the transport offered by specialised services in mountains upon land and upon water as long as the location of the injured person is known,
 - b) transport between medical centres, where further medical help has been offered,
 - c) transport to the location of accommodation following the offering of medical help, as long as considering the condition of the insured Entity such transport was ordered by the responsible doctor or by the CCC doctor,
 - d) transport of the Insured Entity to Poland or to the country of his/her residence, if considering the health condition of the Insured Entity the transport may not be executed with the application of the planned means of transport as well as within the planned period of time, the company of WARTA organises transport of the Insured Entity with the application of the conditions recommended by the doctor immediately responsible for the Insured Entity in the communication with the doctor determined by the CCC, to the location of Insured Entity's domiciliation or to a medical centre upon the territory of Poland or the country of residence in order to continue treatment.
In the situation when the country of residence of the Insured Entity is constituted by a country different than Poland, the company of WARTA covers the costs of transport up to the amount of cost which it would have encumbered if the transport was to be organised to Poland. The aforementioned benefit also encompasses the costs of accommodation of the Insured Entity (3 days at the maximum) if the transport of the Insured Entity will not be organised within the day of the Insured Entity leaving the hospital for reasons the responsibility for which does not remain with the company of WARTA.
If the Insured Entity does not express his permission for the execution of transport considered by CCC as potentially possible, in such situation the Insured Entity is withdrawn from any further insurance coverage within the scope of the encumbering of the costs of treatment and Assistance.
 - e) The transport of corps of the Insured Entity i.e. ensuring all formalities are met as well as the covering of the costs associated with the transport of the corps of the Insured Entity to the location determined by a relative to a location located upon the territory of Poland.
Upon the request of the relative the CCC may also organise and cover the costs of:
 - cremation and transport of ashes onto the territory of Poland,
 - transport of corps/ashes to the location determined by a relative located outside of the territory of Poland,
 - burial in the location of the occurrence of the event encompassed with insurance coverage,up to the level of costs, which would have been encumbered by the company of WARTA thus organising the transport of the corps of the Insured Entity onto the territory of Poland.
In the situation of the organisation of transport by third entities, the company of WARTA refunds all of the encumbered expenditure up to the level of costs it would have encumbered by the company of WARTA if the company was to organise such transport.
- 3) **Earlier return of the Insured Entity** – organisation and covering the costs of return of the Insured Entity as well as any other close persons travelling with the Insured Entity to the country of residence, in the occurrence of:
 - a) an illness which imposes a threat to the close person of the Insured Entity,
 - b) death of a close person of the Insured Entity,
 - c) occurrence of an event of force majeure character which results in the loss/damage within the location of domiciliation of the Insured Entity and in the situation of the necessity to execute activities of legal and administration character in connection to the above.
The costs of the earlier return with the application of the means of transport chosen by the CCC are covered only in the situation when the formerly planned means of transport may not be exploited. The company of WARTA covers the costs of transport up to the level of the costs, it would have encumbered if it was to organise the transport onto the territory of Poland.
- 4) **Legal aid** – organisation and covering of the costs of lawyer's fees within procedures conveyed in front of the organs of the judicial system, as well as the costs of any procedure different from procedure conveyed in front of the organs of judicial system in the situation when the Insured Entity enters conflict with local law. Organisation and covering of the costs of legal aid does not take place if the situation which requires legal aid is associated with and/or connected to:
 - a) the executed work or conveyed professional activity by the Insured Entity,
 - b) the possession or driving of a mechanical vehicle by the Insured Entity,
 - c) the participation of the Insured Entity in activities of criminal character,

- d) the fact of committing or an attempt to commit by the Insured Entity of the crime in the understanding of the provisions of the law of the given country,
- 5) **Luggage reclaim and its further forwarding** – in the situation of the loss/damage of the luggage or in the situation of directing of the luggage of the Insured Entity to the wrong destination by the entity executing transport services, support offered by the CCC through contact with the entity executing transport services in order to regain and pass over of the lost luggage onto the hands of the Insured Entity.
- 6) **Support in the restoration of lost documents** – offering the Insured Entity information about the indispensable activities that are to be undertaken in the case of the loss or theft of: personal documents and IDs (passport, personal ID), insurance documents (insurance policy), bonds, a credit card or a ticket (bus, airplane, railroad, ferry).
In the situation of the loss of a credit card of the Insured Entity, the CCC based upon the written entitlement will undertake activities aimed at blocking of the bank account of the Insured Entity under the condition that the bank which runs the bank account of the Insured Entity accepts such forms of withdrawing/blocking of the card.
- 7) **Search and rescue** – organising and covering of the costs of search and rescue of the Insured Entity in mountains, upon land and water, conveyed by specialised rescue and emergency services as long as the Insured Entity got lost during a foreign journey during the period of the existence of insurance coverage. The search and rescue are considered to be the period from the moment of the communication to the specialised search and rescue services of the fact that the Insured Entity got lost until the moment of finding of the Insured Entity or imposing the halt upon the search and rescue activities.
Search and rescue activities are considered to be offering immediate medical assistance, rendered as of the moment of finding of the Insured Entity until the moment of transporting him or her to the point of medical care.
2. We organise or organise and cover the costs of SUPER assistance services which encompass:
 - 1) **The return of close persons of the Insured Entity** – organisation and covering the costs of the return of the close persons of the Insured Entity who travel with him, in the case of his or her hospitalisation or necessity of return to the location of domiciliation or to the medical health centre upon the territory of Poland or the country of residence, confirmed with the written recommendation of the responsible doctor.
The costs of the return of close persons onto the territory of Poland with the application of the means of transport chosen by the CCC are covered only in the situation when the prior planned means of transport could not have been exploited.
In the situation when the country of residence is a different state (i.e. not Poland), the company of WARTA covers the costs of transport up to the value of the cost the company would have encumbered if the transport was to be organised onto the territory of Poland.
 - 2) **Extension of the protection/coverage by 48 hours** – extension of the insurance coverage without the need for the settlement of any additional insurance premium, nevertheless not later than by 48 hours, in the situation of the delay of the return of the Insured Entity from the trip/journey for reasons, which include:
 - a) falling ill or an accident, which the Insured Entity or the close person of the Insured Entity who travels along with him/her suffers from,
 - b) cancellation or delay of the means of transport on land, via air or water due to difficult atmospheric conditions,
 - c) a break down or an accident of the means of land, air or water transport,
 - d) strike of employees of the entity responsible for the execution of transport services or of the staff of an airport,
 - e) an occurrence of force majeure character within the location of temporary stay or search and rescue action connected to the above which makes it impossible for the Insured Entity to return within the planned deadline.
The condition of extension of the period of insurance coverage is constituted by the communication to the company of WARTA prior the extinction of the deadline of initial period of insurance stipulated in the provisions of the insurance agreement about such occurrence.
The condition of the execution of the benefit by the company of WARTA within the period of the extension of the insurance coverage is the need for the Insured Entity to document the occurrence of aforementioned types of circumstances.
 - 3) **Continuation of the journey** – organisation and covering of the costs of transport of the Insured Entity who is a participant of an event of a tourist character from the location of the conveyance of the treatment to the location facilitation the continuation of the interrupted journey.
The costs of the continuation of the planned journey with the application of the means of communication chosen at the discretion of the CCC are covered by the company of WARTA in the situation when the health condition of the Insured Entity based upon the assessment of the CCC doctor allows for the continuation of the journey.
 - 4) **Supervision and taking care over juvenile children** – organisation and the covering of the costs of:
 - a) supervision and care over a juvenile child in the location of the occurrence or return of the child to the location of domiciliation or the country of residence, in the situation when the Insured Entity, who is the sole caretaker of the child who travels along with him/her, requires hospitalisation or transport to the location of domiciliation or the country of residence of the Insured Entity,
 - b) accommodation of the caretaker who travels with a juvenile child in the situation when the child requires to be hospitalised in connection to the occurrence of circumstances encompassed with insurance coverage as well as under the condition that the doctor responsible for the patient in communication with the CCC doctor shall recommend permanent presence of the caretaker with the child in the hospital.
 - 5) **Substitute driver** – organisation and covering of the costs of lease and travel of the professional driver or any other person who holds a driving license, who will drive the Insured Entity along with persons he is accompanied by in the Insured Entity's car from the location of their current stay to the location of domiciliation of the country of residence in the situation when the health condition of the Insured Entity, which is confirmed with a written certificate of the leading and responsible doctor, does not allow to drive own car of the Insured Entity by the Insured Entity, and in the situation when the person who accompanies the Insured Entity is unable to drive the car. In the situation when the Insured Entity returns with the application of another means of transport CCC will organise and cover the costs of changing of the location of the car to the place of domiciliation or the country of residence.
In the situation when the country of domiciliation of the Insured Entity is constituted by a state different from Poland, the company of WARTA covers the costs of transport up to the level of the cost it would have to encumber as if the company of WARTA organised the transport onto the territory of Poland.
 - 6) **Organisation of the visit of the nominated person** – organisation and covering of the costs of transport with the application of the means of transport chosen at the discretion of the CCC as well as of the costs of accommodation within the period not surpassing 4 days for one person domiciled upon the territory of Poland which was nominated by the Insured Entity, in the situation when the condition of Insured Entity's health imposes a threat to his or her life and does not allow for the return to the location of domiciliation or the country of residence or if the hospitalisation upon the territory of the state where the occurrence had taken place is planned for the period surpassing 10 days.
 - 7) **Passing over/forwarding of the indispensable items of personal character** – organisation and covering of the costs of forwarding and delivery of items of personal character indispensable for the continuation of the journey (contact lenses, glasses, etc.) to the location of the current stay of the Insured Entity, in the situation of their damage, loss or destruction occurred as the result of an accident.
The condition indispensable for the execution of the service is making available of the aforementioned objects to the CCC.
 - 8) **Preventive search and rescue** – in the situation of agreements extended by the aforementioned risk:
 - a) amateur performance of sports,
 - b) or semi-professional performance of sports,
 - c) or performance of extreme sports,as well as in connection to the rapid and sudden worsening of the weather conditions or a sudden break down of equipment during the performance of the aforementioned sports, what is indispensable is the undertaking of activities aimed at the prevention of the Insured

Entity from suffering any injuries or sudden falling ill the company of WARTA will cover the costs of search and rescue or transport of the Insured Entity to the location where the Insured Entity will be safe along with the applicable costs of search and rescue, conveyed by specialised emergency services in mountains, upon land and water. The company of WARTA is relieved from any responsibility in the situation when the Insured Entity:

- has not adhered to the orders issued by applicable services/authorities connected to the ensuring of safety upon the territory of the given state or upon the given area,
- performed sports within the locations not designed or meant for such list,
- has not adhered to the provisions of established principles of safety held within the provisions of the applicable laws or within the provisions of regulations during the performance of sports.

9) **Financial support** – settlement of a deposit determined by the court or by any other authorities (administration or police authorities) of the country of residence of the Insured Entity, in order to relieve the Insured Entity from the compulsory withholding or arrest, covering of the liabilities (financial payments) in connection to the loss, damage or destruction of the means of payment, such as for instance: cash, cheques, credit cards. The financial help is offered:

- up to the amount of the benefit which constitutes the equivalence of 2000 PLN – based upon the written declaration of the Insured Entity submitted onto the hands of the CCC or onto the hands of the institution appointed by the CCC, to which the Insured Entity will oblige himself to return the offered financial support,
- up to the amount of the benefit which constitutes the equivalence of 8000 PLN – upon conclusion by the Insured Entity of a promissory bond for the amount of offered financial support.

The deadline of the repayment of the amount granted by the company of WARTA as part of the service of financial support amounts to 30 days from the moment of its settlement. The financial support may not be offered in the situation of withholding or temporary arrest of the Insured Entity for such reasons as dealing drugs, or any other intoxicating substances.

10) **Accommodation for the period of recuperation** – organisation and covering of the costs of accommodation of the Insured Entity in a hotel, as long as the leading and responsible doctor shall order and the CCC doctor will approve the need for ensuring and undergoing of the period of recuperation,

11) **Interpreter** – organisation and covering of the costs of the help of an interpreter in the situation when the Insured Entity will come in conflict with the local law whilst remaining outside of the territory of Poland,

12) **Cancellation or delay of a flight** – in the occurrence of a documented cancellation or delay of a flight the company of WARTA reimburses for the benefit of the Insured Entity all indispensable and documented expenditure encumbered until the moment of flight, in particular the costs of meals, accommodation and indispensable items of personal use (clothes, personal hygiene items) the costs of which are not covered by the professional transport company. The costs are reimbursed in connection to the cancellation or a delay of regular flight, to which the Insured Entity held a valid ticket, for one of the below listed reasons:

- difficult atmospheric conditions,
- strike of employees of the entity responsible for the execution of transport services or of the staff of an airport,
- break down or discovered fault of the means of transport or the airport,

The insurance coverage does not encompass chartered flights. The compensation is settled in the situation when the delay will amount to at least 5 hours, in the amount which does not surpass the sum of insurance determined within the provisions of the insurance agreement.

The sum of insurance – to what amount do we encumber responsibility?

§11

- The sum of insurance which constitutes the upper border of the responsibility of the company of WARTA amounts to:

Assistance services	The sum of insurance
1) STANDARD	
a) Immediate medical help - medical advice rendered with the application of the telephone method of communication - organisation of medical help	*
b) Transport of the Insured Entity	*
c) Earlier return of the Insured Entity	*
d) Legal aid	8000 PLN
e) Luggage reclaim and its further forwarding	*
f) Support in the restoration of lost documents	*
g) Search and rescue	50000 PLN
2) SUPER	
a) Return of close persons of the Insured Entity	*
b) Extension of the protection by the period of 48 hours	**
c) Continuation of the journey	*
d) Looking after juvenile children - in the case of the need of hospitalisation of their caretaker - in the case of the need of the hospitalisation of the child	5 days 500 PLN a day (night)
e) Substitute driver	*
f) Visit of the nominated person	*
g) Forwarding of indispensable items of personal character	*
h) Preventive search and rescue	25 000 PLN
i) Financial support	***
j) Accommodation for the period of recuperation	5 days 500 PLN a day
k) Interpreter	1000 PLN
l) cancellation or a delay of the flight	500 PLN

(*) in the amount of costs of the assistance service rendered by the CCC

(**) within the scope of sums and limits determined within the provisions of the insurance agreement

(***) the amount is subjected to reimbursement in accordance with the provisions of paragraph 10 passage 2 point 9

- The sum of insurance for assistance services refers to each occurrence encompassed with insurance coverage and existing within the period of insurance with the reservation of the provisions of passage 3.
- The sum of insurance with regards to cancellation or a delay of flight refers to single as well as all occurrences encompassed with insurance coverage and taking place within the period of insurance.
- The sum of insurance refers separately to each and every Insured Entity.
- The calculation of the sums of insurance to a currency with the application of which the obligation will be executed based upon the average currency exchange rate for foreign currencies which are exchangeable currencies, obligatory as of the day of the occurrence of the event.
- Calculation to the currency of PLN of costs and expenditures, which were encumbered within foreign currency/currencies and which were encumbered in connection to assistance services

take place based upon the average currency exchange rate for foreign currencies which are exchangeable currencies, obligatory as of the day of the occurrence of the event.

What is WARTA responsible for?

§12

- The company of WARTA is not responsible for any delays or for the lack of the possibility for the execution of benefits or offering information if such are caused by: occurrences of force majeure character, break downs, faults or lack of availability of telecommunication devices as well as the result of other occurrences of force majeure character i.e.: employee strikes, social unrest, riots, acts of terror, sabotage, acts of war, emergency condition, effects of radioactive radiation as well as by the limitations within moving around which stem from the decisions undertaken by applicable administration authorities.
- In the situation of the occurrence of circumstances described within the provisions of passage 1, the persistence of which makes it impossible for communication with the CCC about an occurrence encompassed with insurance coverage, the company of WARTA will take into the consideration all of the justified costs encumbered by the Insured Entity up to the amount such costs would have been encumbered if WARTA had organised assistance services in an independent manner.
- With the reservation of the provisions of passage 2 we do not encumber a responsibility for occurrences and costs:
 - Encumbered by the Insured Entity without the prior communication and reaching of an agreement with the CCC – with the exception of the following listed costs:
 - transport from the location of the accident or sudden falling ill,
 - transport of the corps of the Insured Entity enumerated within the provisions of paragraph 10 passage 1 point 2 letter a) and e)
 - for which the company of WARTA does not encumber responsibility as part of the concluded insurance agreement of the costs of medical treatment with the reservation of the provisions of paragraph 10 passage 1 points 4-6 as well as passage 2 points 8-9, 12.

What should the Insured Entity in the situation of the occurrence of a damage/loss?

§13

In the occurrence of an event encompassed with assistance insurance coverage, the Insured Entity is obliged to:

- immediately, not later than within 3 days from the moment of such event or occurrence contact the CCC (by phone) which is operational 24 hours a day, the telephone number of which is to be found in the document which constitutes the proof of insurance,
- provide all available documentation indispensable for the needs of the offering of help from the field of assistance services and in particular:
 - name and surname,
 - insurance policy number
 - the location of stay as well as a telephone number at which the Insured Entity or his/her representative may be contacted by the CCC,
 - a short description of the occurrence encompassed with assistance type of insurance as well as the type of indispensable required support,
- at the request of the CCC the Insured Entity should provide documents which confirm the fact of such occurrence.

CHAPTER FOUR. CONSEQUENCES OF ACCIDENTS

The subject of insurance – what does WARTA insure and what is it responsible for?

§14

- The subject of insurance is constituted by consequences of an accident which occurred within the period of insurance, connected to the permanent damage of body, health disorder or death of the Insured Entity, which are caused by an external condition, regardless of the will of the Insured Entity.
- Depending on the scope of insurance coverage determined within the provisions of the agreement, the insurance coverage encompasses:
 - death of the Insured Entity, which constitutes the consequence of an accident which had taken place during a domestic or a foreign journey,
 - a permanent infringement of the condition of health created as the result of an accident which had taken place during the period of insurance during a domestic or a foreign journey,
 - the costs of treatment of the consequences of accidents created within the period of insurance during a domestic journey.

What is the company of WARTA obliged to in the occurrence of a damage/loss?

§15

- The company of WARTA settles benefits within the limits of the sum of insurance determined in the provisions of the insurance agreement, which encompass:
 - death of the Insured Entity** – the level of benefit is constituted by the 100% of the limit of the amount of insurance,
 - fixed infringement to health** – the level of the benefit is respective to the declared by doctors of the company of WARTA percentage of the fixed infringement to health with regards to the sum of insurance of the consequences of accidents. Regardless of the level and amount of the settled benefit the Insured Entity receives the reimbursement of all indispensable expenditure encumbered towards transport onto the territory of Poland with the application of the least expensive means of transport determined by the doctors of the company of WARTA, as well as the costs of execution upon the territory of Poland of indispensable medical check-ups and examinations the goal of the execution of which is the justification of claims,
 - reimbursement of the costs of medical treatment of the consequences of accidents** – reimbursement of the costs of treatment of consequences of accidents in the amount of encumbered costs, nevertheless not more than 5000 PLN. The costs of medical treatment are considered to be, by the company of WARTA, as indispensable and documented costs which were encumbered upon the territory of Poland, which encompass:
 - the period of stay and medical treatment in hospitals,
 - the costs of doctor's visits,
 - the costs of examinations, procedures and surgeries ordered by a doctor,
 - transport between medical centres, where further phases of medical help and assistance were offered, as long as the condition of health of the Insured Entity has constituted the reason which prompted the leading doctor to issue such order/recommendation,
 - repair, purchase of glasses/contact lenses and repair of prostheses (directly following the occurrence of an accident), under the condition that their damage was connected solely to accident determined within the provisions of paragraph 2 passage 12 which resulted in the fixed infringement to health,
 - the purchase of prescribed by the doctor and indispensable medicine as well as bandages and other similar means, auxiliary orthopaedic means such as: stabilisers, walking crutches and canes, slings, corsets, collars, stabilisation belts under the condition that such expenditure had not been previously covered from social insurance benefits or with the application of assets from a separate insurance agreement.

The sum of insurance – to what amount do we encumber responsibility?

§16

- The sum of insurance against the consequences of accidents is agreed with the Insuring Entity and constitutes the upper limit of the responsibility of the company of WARTA.
- The sum of insurance against the consequences of accidents refers to each and every occurrence encompassed with insurance coverage which occurs during the period of insurance.
- The sum of insurance refers to each and every Insured Entity separately.

What is the company of WARTA not responsible for?

§17

- We do not encumber any responsibility for any occurrences occurred or as the result of:
 - an attempt or committing by the Insured Entity of a crime or a suicide,
 - intentional activity of the Insured Entity,

- 3) epileptic seizure,
 - 4) psychiatric disorder or disturbances of the Insured Entity,
 - 5) occurrences connected to the consumption of alcohol, narcotics, drugs or as the result of introduction of any other intoxicating substances into the body of the Insured Entity,
 - 6) driving by the Insured Entity any types of means of transport without the entitlements or licenses required with the provisions of the law of the given state, unless such occurrence did not impose any influence upon the occurrence of the loss,
 - 7) body damages caused by medical treatments regardless of the fact by whom such were executed,
 - 8) remaining of the Insured Entity in areas where there is imposed a valid ban on moving around or exploitation of, for instance: tourists paths, skiing slopes, established water zones, etc.
 - 9) riots, fights, unrest as well as all types of disruptions of public order (with the exception of activity in indispensable self defence),
 - 10) occurrences connected to the performance of professional sports,
 - 11) committing of acts which are in breach of the provisions of the local law as well as of the ban of local authorities.
2. During foreign journey the company of WARTA also does not encumber any responsibility for any consequences of occurrences associated with:
- 1) amateur sports,
 - 2) semi-professional sports,
 - 3) extreme sports,
 - 4) execution of work abroad,
 - 5) acts of war or emergency state,
 - 6) consequences of accidents which occurred as the result of tropical illnesses,
- as long as the scope of the insurance agreement has not been extended with the aforementioned risks.
3. During any domestic journey the company of WARTA does not encumber any responsibility for the consequences of occurrences associated with:
- 1) amateur sports,
 - 2) semi-professional sports,
 - 3) extreme sports,
- as long as the scope of the insurance agreement has not been extended with the aforementioned risks.

What should an Insured Entity do in the occurrence of a damage/loss?

§18

1. In the occurrence of a loss the Insured Entity is obliged to:
 - 1) immediately seek medical attention,
 - 2) obtain doctor's documentation which confirms the initial doctor's diagnosis,
 - 3) secure proofs connected to the accident in order to be able to justify the submission of the claim,
 - 4) immediately communicate the fact of the occurrence of a damage/loss to the CCC, which may be reached under the telephone number stipulated upon the proof of insurance, not later than within 7 days from the moment of returning from the journey, or upon putting the halt of the reasons which make it impossible for the prior communication of the fact of the occurrence of a damage and/or loss,
 - 5) undertake steps and activities in accordance with the recommendations formulated by the employee of the CCC and in particular pass over onto the hands of WARTA a completed and signed document of the claim along with doctor's documents which are associated with the occurrence and which confirm the justifiability of claims,
 - 6) upon the order received from the company of WARTA the Insured Entity is to undergo doctor's examination to be executed by a doctor appointed by the company of WARTA or to undergo clinical observation, in order to determine the degree of permanent damage to health,
 - 7) in the case of death of the Insured Entity – the person entitled to receive the benefit is obliged to additionally supply an excerpt from the certificate of death along with a document which confirms the degree of kin with the deceased.
2. If as the result of intentional fault or a gross negligence the Insured Entity has not communicated the fact of the occurrence of the damage/loss within the deadline determined in the provisions of passage 1 point 4 the company of WARTA has the right to respectively decrease the amount of applicable compensation, if the infringement has contributed to the increase of the amount of damage or if it has made it impossible for the company of WARTA to determine the circumstances as well as the effects of an accident.
3. In the situation of lack of meeting of the remaining obligations, described within the provisions of passage 1 the company of WARTA may reject for the settlement of the benefit or has the right for its adequate diminishing as long as such imposed influence upon the determination of the circumstances of the event or upon the determination of the size of the damage/loss.
4. The company of WARTA has the right to submit a request onto the hands of the Insured entity or onto the hands of his legal representative for the expressing of the written permission for the company of WARTA to address the entities which rendered health care services for the benefit of the Insured Entity in order to obtain information associated with the verification of the data stipulated by such person about the determination of the rights of the person to receive such benefit subject to the concluded insurance agreement as well as the size of the applicable benefit, in particular with regards to doctors, who were or who are still responsible for the Insured Entity following the occurrence of the accident.
5. The company of WARTA may reject the right for the settlement of compensation or has the right for its decrease in the situation of the rejection of the permission by the Insured Entity or by his legal representative or by entities who rendered services of health care character for the benefit of Insured Entity for the provisions of information determined within the provisions of passage 4, if such imposed influence upon the determination of the existence or the scope of the responsibility which is to be encumbered by the company of WARTA.

What is the method applied in order to determine the amount of the benefit and what are the principles of its settlement?

§19

1. The determination of justifiability – i.e. determination whether the benefit is applicable and what should be its value takes place based upon the provisions of the supplied by the Insured Entity or by the Authorised Entity of the documents with the consideration that the company of WARTA has the right for their verification as well as for obtaining of opinions of various specialists.
2. The proofs which confirm the submitted claim are in particular constituted by:
 - a. complete medical documentation subject to the conveyed post-accident treatments,
 - b. medical documentation from the period preceding the accident.
3. The benefit applicable subject to permanent damage to health is settled within the amount equal to the percentage degree of the sum of insurance, within which the Insured Entity has suffered a permanent damage to health.
4. In the process of the determination of the degree of the fixed damage to health what is not taken into the consideration is the professional speciality of the Insured Entity.
5. The percentage of permanent damage to health is determined by the company of WARTA based upon the provisions of documents submitted by the Insured Entity as well as based upon the provisions of the Table of the standards of priority assessment of permanent damage to health of the company of TUIR WARTA S.A. which is made available upon the internet website of www.warta.pl
6. In the occurrence of the longer period of treatment the percentage of the permanent damage to health is determined at the latest within the 24th month from the date of the occurrence of the accident.
7. In the situation of the loss or damage of an organ, part of body or system, the functions of which prior the accident were already impaired as the result of an illness or permanent damage to health, the percentage of the permanent damage to health in connection to the accident is determined as the difference between the degree of damage to health following the accident and the condition of the health of the patient before the accident.
8. If as the result of an accident encompassed with the responsibility of the company of WARTA the Insured Entity deceased for the period of two years from the day of the accident, what is

settled for the benefit of the Entitled Entity is a single time benefit which amounts to the total sum of insurance.

9. If the Insured Entity received a single time benefit subject to the permanent damage to health and then died as the result of the same accident, the benefit subject to the death is settled following the deduction of the prior settled amount.
10. If the Insured Entity deceased following the determination of the percentage of the permanent damage to health and the death does is not in any manner connected to the accident, the compensation which had not been yet settled before the death of the Insured Entity subject to the permanent damage to the Insured Entity's health is settled for the benefit of the Authorised Entity and in the occurrence of absence of such person what is reimbursed are the documented costs of funeral within the limit of the insurance for the benefit of the person who has encumbered the costs of such funeral.
11. If the percentage of the permanent damage to the health of the Insured Entity has not been determined before the death of the Insured Entity, what is adopted as the percentage of the permanent damage to health is the presumable percentage of the fixed damage to health in the assessment of the doctors of the company of WARTA.
12. All obligations stemming from the provisions of the insurance agreement subject to accident are executed upon the territory of Poland with the application of PLN.

CHAPTER FIVE. THIRD PARTY LIABILITY

Subject of insurance – what does WARTA insure and what is it responsible for?

§20

Subject of insurance is constituted by third party liability of the Insured Entity, in his or her private life, during domestic or foreign journey, applicable for personal damages and damages within property inflicted with the application of the banned act to third persons within the period of insurance, the responsibility of the fixing of the consequences of which, with the provisions of the obligatory law, remains with the Insured Entity.

What is WARTA obliged to in the occurrence of a loss?

§21

1. As part of the insurance agreement determined within the provisions of the insurance agreement we take over the obligations which stem from third party liability of the Insured Entity with regards to persons, who suffered a damage as the result of a banned activity performed by the Insured Entity.
2. We also encumber – within the sum of insurance – the costs of:
 - 1) remuneration of expert auditors nominated by the company of WARTA or at its permission, in order to determine the occurrences and the size of the damage/loss,
 - 2) court defence against claims of those who suffered losses/damages in the dispute conveyed in accordance with the recommendations of the company of WARTA,
 - 3) defence, if as the result of an occurrence which results in the responsibility of the Insured Entity, against the Insured Entity as the perpetrator of the loss/damage there should be initiated a penal procedure and the company of WARTA has expressed its permission to cover such costs.

The sum of insurance – To what amount do we encumber responsibility for?

§22

1. The sum of insurance is agreed with the Insuring Entity and constitutes the upper limit of responsibility of the company of WARTA.
2. The sum of insurance refers to a single as well as all occurrences encompassed with insurance coverage and occurring within the period of insurance.
3. The sum of insurance refers to each and every Insured Entity in a separate manner.

What is the company of WARTA not responsible for?

§23

1. We do not encumber responsibility for any damages created or occurred:
 - 1) as the result of intentional activity of the Insured Entity or persons who remain with the Insured Entity in the same household, or as the result of gross negligence of the Insured Entity, unless in the occurrence of gross negligence the settlement of compensation is respective in particular occurrences to the provisions of the means of advisability,
 - 2) in connection to the consumption of alcohol, drugs, narcotics or any other substances of intoxication character by the Insured Entity,
 - 3) exploitation or driving by the Insured Entity of mechanical vehicles which are subjected to single time third party liability insurance, unless, such fact had not imposed any influence upon the occurrence of a loss,
 - 4) exploitation or driving by the Insured Entity of air and water vehicles, machinery or devices other than equipment for personal use and exploitation,
 - 5) in property which had been exploited by the Insured Entity based upon the provisions of lease, rent, storage, leasing agreement or any other type of unnamed agreement which is of similar character, with the exception of the equipment of a hotel, leisure centre, private quarters rendering services of tourist type of character,
 - 6) execution of work,
 - 7) acts of war, emergency condition as well as participation in riots, unrest, fights as well as all types of disruptions of public order (with the exception of activity in self defence),
 - 8) psychiatric disorder or disturbances of the Insured Entity,
 - 9) epilepsy seizure,
 - 10) in connection to the performance of semi-professional sports,
 - 11) in connection to the professional performance of sports,
 - 12) In connection to performance of extreme sports,
 - 13) by the Insured Entity in the natural environment.
 - 14) transfer by the Insured Entity of diseases of tropical or contagious character (including HIV),
 - 15) in connection to the transfer of any diseases by animals which constitute the property or which remain under the supervision of the Insured Entity,
 - 16) in connection to the possession and exploitation by the Insured Entity of any types of weapons,
 - 17) upon the territory of the country of residence of the Insured Entity which is different from Poland in the case of a foreign journey,
 - 18) which do not surpass the value of 100 PLN.
2. We also do not encumber any responsibility for any damages within the following listed scope:
 - 1) subject to the imposed fees, penalties of administration or court character as well as any other penalties,
 - 2) of financial character, also including compensations of penal character,
 - 3) losses encumbered the fault for which remains with the Insured Entity inflicted by close persons or by persons who remain within the same household with the Insured Entity,
 - 4) inflicted by the Insured Entity to another Insured Entity encompassed with the same insurance agreement, unless the concluded agreement is of the character of group insurance.
3. We do not encumber responsibility occurred as the result of occurrences associated with amateur performance of sports as long as the insurance agreement had not been extended with the aforementioned risk.

What should the Insured Entity do in the occurrence of a loss?

§24

1. The Insured Entity is obliged to:
 - 1) use all of the available means aimed at the prevention or decrease of the size or extent of the damage and/or loss, in order to do so,
 - 2) prepare a protocol/declaration which determines the occurrence of the damage/loss,
 - 3) undertake steps aimed at the determination of the witnesses of the occurrence,
 - 4) immediately communicate the fact of the occurrence of a loss to the CCC under the telephone number determined upon the document of insurance, nevertheless not later than within 7 days from the moment of returning from journey or following the imposing the halt of the reasons which had made the prior communication of the damage/loss impossible,
 - 5) undertake steps in accordance with the remarks offered by the employee of the CCC and in particular pass over onto the hands of WARTA the completed and signed template of the

document applied in order for the communication of the damage/loss and present all information about the occurrences and about the reasons of the occurrence of a damage/loss in writing, thus attaching indispensable documents documenting the circumstances of the occurrence as well as own declaration with regards the scope of the responsibility of the Insured Entity for the given damage/loss,

- 6) immediately, nevertheless not later than within 3 days from the occurrence of the compensation claim submitted by a third person inform the company of WARTA about such fact in writing,
 - 7) inform the company of WARTA in writing, if against the Insured Entity there had been initiated a penal, administration or any other type of procedure, or if a third entity has submitted a court claim against the Insured Entity,
 - 8) at the request from the company of WARTA offer additional explanations and supply all of the possessed proof indispensable at the determination of all circumstances of all applicable occurrences and enable for the conveyance of an explanation procedure,
 - 9) pass over onto the hands of the company of WARTA a court ruling within an affair associated with the occurrence which proves the responsibility of the Insured Entity, in a deadline which enables for the company of WARTA to express its opinion with regards to the submission of an appeal.
2. If as the result of intentional fault or a gross negligence the Insured Entity has not undertaken steps, determined in the provisions of passage 1 point 1, the company of WARTA does not encumber any responsibility for any damages/losses occurred subject to such occurrence.
 3. If in connection to the occurred damage and/or loss the company of WARTA ordered in writing the need to undertake particular means possible to be applied by the Insured Entity, aimed at the prevention of any future occurrences and the Insured Entity has not adhered to such recommendation, the company of WARTA is entitled to reject for the settlement of compensation or for the adequate decrease of compensation for the occurred losses created for the same reason, unless lack of adhering to the recommendation issued by the company of WARTA had not imposed any influence upon the occurrence of the damage/loss.
 4. Meeting of the claim or consideration of the claim of the Insured Entity for the fixing of the damage/loss, which is encompassed with the provisions of the hereby third party liability, does not result with any legal effects with regards to the company of WARTA, if the company of WARTA had not expressed its prior permission to the above.

What is the mode of the determination of the amount of compensation and what are the principles of its settlement?

§25

1. The justifiability and the level of applicable compensation is determined based upon the provisions of the law valid upon the territory of the state upon where occurred the event which results with the responsibility of the Insured Entity based upon the proof presented by the Insured Entity or by the Authorised Entity which confirm the submitted claims, with the reservation that the company of WARTA has the right to verify the aforementioned type of documents as well as the right to seek the opinion of specialists.
2. The compensation is settled based upon the provisions of recognition, agreement or valid court ruling.
3. The reimbursement of the costs encumbered by the Insured Entity in connection to:
 - 1) court defence,
 - 2) remuneration of expert auditorstakes place based upon the provisions of bills and invoices
4. The execution of the obligations of the company of WARTA takes place with the application of the currency of the state upon the territory of which the company of WARTA is obliged to execute the payment.
5. The calculation of the amount of due compensation to the currency with the application of which there will be executed the benefit takes place based upon the provisions of the average foreign currency swap rate determined by the President of the National Polish Bank for exchangeable currencies, obligatory as of the day of the determination of the amount of compensation.

CHAPTER SIX. TRAVEL LUGGAGE

The subject of insurance – i.e. what does the company of WARTA insure and what is it responsible for?

§26

1. Subject of insurance is constituted by travel luggage i.e. property which constitute the property of the Insured Entity or which remain in his or her possession and which are applied by the Insured Entity during a domestic or a foreign journey.
2. The insurance coverage encompasses:
 - 1) subject of personal usage along with luggage, bags, backpacks, in which these objects are transported and stored during the journey,
 - 2) portable computer equipment, mobile phones, photographic equipment, cameras, portable film and music players with headphones, as well as battery chargers for the aforementioned objects,
 - 3) single items transported in the form of a gift,
 - 4) children's carts, wheelchairs,
 - 5) sports equipment along with equipment indispensable for its correct functioning. The sports equipment is considered to be:
 - a) cross-country, skiing and water skis,
 - b) snowboards,
 - c) windsurfing boards,
 - d) surfing boards,
 - e) bicycle
 - f) trekking, nordic walking and skiing poles
 - g) diving equipment,
 - h) tennis equipment
 - i) golf equipment,
 - j) rock or mountain climbing equipment

What is the company of WARTA obliged to in the occurrence of a loss?

§27

1. We settle compensation for the loss, damage or destruction of travel luggage in the situation of:
 - 1) documented theft with break in or robbery,
 - 2) its loss when it remained within the possession of the transport operator,
 - 3) loss, damage or destruction occurred in the situation of:
 - a) sudden falling ill in foreign journey, accident, as the result of which the Insured Entity was derived of the possibility of looking after and securing of his/her luggage and sports equipment against theft,
 - b) an occurrence of force majeure character,
 - c) accident or a catastrophe of the means of communication,As well as an emergency and rescue mission in connection to such occurrences.
2. We settle compensation for the damage or destruction of luggage as the result of an accident.
3. We settle compensation in the situation of the delay in the delivery of travel luggage by the professional air transport operator, counting from the fifth hour from the moment of the arrival of the Insured Entity to the target destination, the company of WARTA reimburses for the benefit of the Insured Entity all documented expenditure encumbered towards the purchase of indispensable items of personal usage until the moment of the delivery of the Insured Entity's luggage (clothes, toilet items).
4. We encumber responsibility for travel luggage under the condition that it has remained under the direct care of the Insured Entity as well as in the situation when the insured Entity:
 - 1) entrusted his or her travel luggage with the professional transport operator based upon the provisions of a transport document,
 - 2) left it in a locked:
 - a) individual luggage chamber located in a hotel or a station, or the Insured Entity has passed over the luggage in order to be stored upon the reception of the return proof of depositing,
 - b) location of his/her accommodation (with the exclusion of a tent or a camping trailer) or in the bonnet of the car left upon the guarded terrain,

- c) Vehicle/bonnet/camping trailer or in a water vessel located upon the guarded terrain, for the opening of which application of physical force or the application of tools is indispensable

The sum of insurance – what amount are we responsible to?

§28

1. The sum of insurance is agreed with the Insured Entity and it constitutes the upper border of responsibility of the company of WARTA.
2. The sum of insurance for the delay of the luggage constitutes 50% of the amount of Insurance determined for the travel luggage.
3. The sum of insurance for the travel luggage refers to a single as well as to all occurrences encompassed with insurance protection and occurred in the period of insurance.
4. The sum of insurance refers to each and every Insured Entity separately.

What is the company of WARTA not responsible for?

§29

1. We do not encumber any responsibility for the following listed losses/damages:
 - 1) as the result of intentional activity of the Insured Entity or persons who remain with the Insured Entity in the same household, or as the result of gross negligence of the Insured Entity, unless in the occurrence of gross negligence the settlement of compensation is respective within particular occurrences to the provisions of the means of advisability,
 - 2) occurred during transport in the conditions not ensuring adequate safety,
 - 3) occurred in connection to the performance of professional sports,
 - 4) inflicted by the Insured Entity, by persons who remain with the Insured Entity in the same household or by any other close persons while remaining under the influence of alcohol, consumption of drugs and narcotics or any other substances of intoxication character,
 - 5) connected to the driving by the Insured Entity of any types of vehicles or means of transport without all required permissions for the given state, unless such fact did not impose any influence upon the occurrence of the loss,
 - 6) occurred in connection to the psychiatric disorder or disturbances of the Insured Entity,
 - 7) occurred in connection to epilepsy seizures of the Insured Entity,
 - 8) participation in riots, unrest, fights as well as all types of disruptions of public order (with the exception of activity in self defence),
 - 9) which occur as the result of confiscation, seizure or destruction by customs officials or by any other officials
 - 10) which constitute the consequence of standard exploitation of insured property, self-combustion, breaking and leak and with regards to delicate items, or remaining in glass packaging – in connection to breaking or the loss of the value of a damaged property,
 - 11) the value of which does not surpass the amount of 100 PLN.
 - 12) which stem from:
 - a) structural faults,
 - b) exploitation in a manner not coherent with its designed use,
 - c) exploitation in the location not meant for such exploitation,
 - 13) in the occurrence of events connected to:
 - a) in connection to the performance of amateur sports,
 - b) in connection to the semi-professional performance of sports,
 - c) in connection to performance of extreme sports,
 - d) acts of war or a condition of emergency as long as the insurance agreement has not been extended with the application of the aforementioned risks.
2. The company of WARTA also does not encumber any responsibility for:
 - 1) documents, manuals, cash and bonds, savings bonds and savings books, public transport tickets, credit cards,
 - 2) works of art, collections, gold, silver, jewellery, platinum in bullion and in slabs, precious stones and precious organic substances,
 - 3) music instruments, property of scientific, artistic or collector's value (for instance stamps, numismatics and their collections) as well as all types of weapons,
 - 4) sports equipment other than determined in the provisions of paragraph 26 passage 2 point 5,
 - 5) additional equipment and vehicle spare parts, fuels,
 - 6) property the quantity or the assortment of which point to trade type of character of their planned application.
 - 7) scratches – regardless of the circumstances of their occurrence,
 - 8) subjects or parts applied for the needs of service and manufacturing oriented activity,
 - 9) means of transport with the exclusion children carts, wheelchairs,
 - 10) tents and canopies

What should the Insured Entity do in the occurrence of a damage/loss?

§30

1. In the following listed situations the Insured Entity is obliged to:
 - 1) theft with break in or in the case of robbery immediately notify (within the period of 6 hours) from the moment of the occurrence:
 - a) local police,
 - b) the staff of the given means of transport, management of the hotel or any other location of accommodation or the staff of the luggage storage site, of the parking lot – as long as the theft took place within interiors remaining under their supervision and should obtain the written confirmation of such fact along with the particularisation of lost items,
 - 2) loss of travel luggage entrusted with the professional transport operator should be immediately communicated to the airport services, manager of the train etc. and the Insured Entity should obtain the protocol of the loss along with the particularisation of lost items,
 - 3) all damages or destruction of travel luggage:
 - a) take advantage of the available means in order to prevent the damage or to diminish its size of such damage/loss,
 - b) which was entrusted with the professional transport operator should be immediately communicated to staff of the operator along with the production of the proof of provision of the luggage by the Insured Entity onto the hands of the transport operator and the Insured Entity should obtain the protocol of the loss along with the particularisation of lost items,
 - c) secure any damaged or destroyed items in order to present them to be reviewed by the representative of the company of WARTA,
 - 4) In the occurrence of a delay in the provisions of the luggage the Insured Entity is obliged to communicate such fact to the transport operator and obtain documents which confirm the delay as well as which document the moment of the supply of the luggage by the transport operator to the location of the final destination or the location of stay of the Insured Entity.
2. Moreover, the Insured Entity is obliged to:
 - 1) immediately communicate the fact of the occurrence of a damage/loss to the CCC under the telephone number determined upon the document of insurance, not later than within 7 days from the date of the finishing of the journey or upon putting the halt on reasons which had made the communication of such fact impossible,
 - 2) adhere to the recommendations offered by the employee of the CCC and in particular pass over onto the hands of the company of WARTA a completed and signed form upon which the fact of the damage/loss is communicated along with all of the required documentation (passage 1) which confirms the justifiability and the level of claims,
 - 3) document the possession of lost items, through the presentation of proof of purchase, guarantee, instruction manuals, packaging etc. with the reservation that the fact of the documentation of the possession of items of unit value amounting to at least 5000 PLN may be executed solely through the presentation of documents which confirm the purchase of such items, in particular: invoices, receipts, bills.
3. If the Insured Entity has not communicated the fact of the occurrence of the damage/loss within the deadline determined in the provisions of passage 2 point 1 the reason for which remains within the intentional fault or gross negligence, the company of WARTA has the right to diminish of the level of applicable compensation if such infringement has contributed to the increase of the extent of the loss or if it has made impossible for the company of WARTA to determine the occurrences and circumstances of the accident.

- In the case of the lack of observance and adherence to any of the other obligations determined in the provisions of passages 1 and 2 the company of WARTA may reject for the settlement of compensation or has the right for its adequate diminishing as long as such occurrence imposed influence upon the fact of the determination of the circumstances of the event and of the responsibility of the company of WARTA or upon the determination of the extent of the damage/loss.

What is the method of determination of the amount of applicable compensation and what are the principles of its settlement?

§31

- Determination of the justifiability of the submitted claims i.e. the determination whether there applies the right to the compensation or not and what should be its value, takes place based upon the provisions of the documentation submitted by the Insured Entity or by the Authorised Entity, nevertheless considering that the company of WARTA has the right for its verification as well as reaching out to obtain the opinion of applicable specialists.
- The foundation for the determination of the level of compensation is accepted as the restoration value of the property, nevertheless not greater than the sum of insurance determined in the provisions of the insurance agreement.
- In the occurrence of damaged items the amount of compensation is determined based upon the quotations performed by the company of WARTA and is respective to the scope of repair coherent with the scope of damages confirmed in the provisions of the protocol of the loss and may not surpass the value of the subject of insurance determined in the provisions of the request for the conclusion of an insurance agreement.
- In the situation of the reception of compensation from a third entity which was obliged to fix the imposed damage we execute deductions of the received amount from the value of the encumbered damage/loss.
- If prior the reception of the compensation the Insured Entity recovers the lost objects in an undamaged condition, we reimburse only the indispensable costs associated with their restoration up to the value which would be applicable subject to compensation as if the objects had not been recovered.
- If the recovering of property in undamaged condition had taken place following the settlement of compensation the Insured Entity is obliged to accept and reimburse the company of WARTA all received compensation deducted with the amount of documented costs connected to their recovery.
- The calculation of the compensation to currency with the application of which such obligation will be settled takes place based upon the average currency swap rate announced by the President of the NBP (National Polish Bank) for exchangeable currencies as of the day of the occurrence.

CHAPTER SEVEN. CONTINUATION OF POST-ACCIDENT TREATMENT UPON THE TERRITORY OF POLAND

The subject of insurance – i.e. what does the company of WARTA insure and what is it responsible for?

§32

- The subject of insurance encompasses the costs of treatment associated with an accident of the Insured Entity, the responsibility for which has been accepted by the company of WARTA subject to the concluded agreement as part of the costs of treatment of the hereby General Conditions of Insurance.
- The costs of treatment described in the provisions of passage 1 are considered to be the indispensable and documented expenditure encumbered:
 - upon the territory of Poland towards the continuation of the treatment initiated during the foreign journey,
 - within the period not longer than 3 months from the day of the occurrence.

What is the company of WARTA obliged to in the occurrence of a damage/loss?

§33

- We refund expenditure encumbered towards medical treatment executed upon the territory of Poland which encompasses:
 - examinations, medical check-ups, surgeries and operations,
 - periods of stay in hospitals,
 - doctor's visits,
 - purchases of indispensable medicines as well as bandages and other similar means, auxiliary orthopaedic means such as: stabilisers, walking crutches and canes, slings, corsets, collars, stabilisation belts prescribed by a doctor under the condition that such expenditure had not been previously covered from social insurance benefits or with the application of assets from a separate insurance agreement.

The sum of insurance – what amount do we encumber responsibility to?

§34

- The sum of insurance which constitutes the upper border of the responsibility of the company of WARTA amounts to 2000 PLN.
- The sum of insurance refers to a single as well as to all occurrences encumbered with insurance coverage and which take place in the period of insurance,
- The sum of insurance refers to each and every Insured Entity separately.

What is the company of WARTA not responsible for?

§35

- We do not encumber responsibility for any damages or losses caused by:
 - intentional activity of the Insured Entity,
 - as the result of an attempt or as the result of factual committing of a crime or a suicide by the Insured Entity,
 - occurrences in connection to the consumption of alcohol, consumption of narcotics or any other substances resulting in the intoxication of the Insured Entity,
 - driving by the Insured Entity of any types of vehicles or means of transport without all required permissions for the given state, unless such fact did not impose any influence upon the occurrence of the loss,
 - participation in riots, fights, unrest as well as all types of disruptions of public order (with the exception of activity in indispensable self defence),
 - activities executed in a manner which breach the provisions of the local law as well as bans imposed by local authorities,
 - psychiatric disorders of the Insured Entity,
 - epilepsy seizure,
 - performance of professional sport.
- The company of WARTA does not encumber any responsibility for the costs encumbered towards:
 - plastic surgery,
 - treatment and stay in sanatoria and spas as well as special dietary programmes, even if such had been recommended by a doctor,
 - treatment within one's own scope of treatment executed by a doctor who is a close person of the Insured Entity,
 - treatment of conditions upon which there possessed influence similar past injuries
- The company of WARTA is not responsible for the damages occurred as the consequence of the occurrences associated with:
 - performance of amateur sports,
 - performance of semi-professional sports,
 - performance of extreme sports,
 - execution of work abroad,
 - acts of war or an emergency state,
 as long as the insurance agreement has not been extended with the aforementioned risks.

What should the Insured Entity do in the occurrence of damage/loss?

§36

- The Insured Entity is obliged to:
 - present medical documentation from the post-accident treatment which constitutes the history of the illness,

- place onto the hands of the company of WARTA all bills for the received medical help, for the executed treatments, medical check-ups and examinations or surgeries along with the proof of payment for the costs determined therein,

Moreover the Insured Entity is obliged to:

- communicate the fact of the occurrence of the damage/loss to the CCC under the phone number determined upon the proof of insurance, not later than within 100 days from the day of the occurrence of an event encompassed with insurance coverage,
- execute steps in accordance with recommendations offered by the employee of the company of CCC and in particular pass over onto the hands of WARTA a completed and signed document of the claim along with documents which confirm the justifiability and the level of claims.
- If as the result of intentional fault or a gross negligence the Insured Entity has not communicated the fact of the occurrence of the damage/loss in the deadline determined within the provisions of passage 2 point 1 the company of WARTA has the right to respectively decrease the amount of applicable compensation, if the infringement has contributed to the increase of the amount of damage or if it has made it impossible for the company of WARTA to determine the circumstances as well as the effects of an accident or sudden falling ill.
- In the situation of lack of meeting of the remaining obligations, described in the provisions of passages 1 and 2 the company of WARTA may reject for the settlement of the compensation or has the right for its adequate diminishing as long as such imposed influence upon the determination of the circumstances of the event or upon the determination of the size of the damage/loss.
- The company of WARTA has the right to submit a request onto the hands of the Insured Entity or onto the hands of his legal representative for the expressing of the written permission for the company of WARTA to address the entities which rendered health care services for the benefit of the Insured Entity in order to obtain information associated with the verification of the data stipulated by such person about the determination of the rights of the person to receive such benefit subject to the concluded insurance agreement as well as the size of the applicable benefit, in particular with regards to doctors, who were or who are still responsible for the Insured Entity following the occurrence of the accident.
- The company of WARTA may reject the right for the settlement of compensation or has the right for its decrease in the situation of the rejection of the permission by the Insured Entity or by his or her legal representative or by entities who rendered services of health care character for the benefit of Insured Entity for the provisions of information determined within the provisions of passage 5, if such imposed influence upon the determination of the existence or the scope of the responsibility which is to be encumbered by the company of WARTA.

What is the method of determination of the amount of applicable compensation as well as of the principles of its settlement?

§37

- Determination of the justifiability of the submitted claims is determined based upon the provisions of the completed medical documentation from the post-accident treatment conveyed immediately following the accident as well as from its continuation conveyed in the location of domiciliation of the Insured Entity which is to be submitted by the Insured Entity, along with all applicable bills for the treatment conveyed upon the territory of Poland as well as along with the proof of payment submitted by the Insured Entity.
- The company of WARTA reserves the right for the verification of the aforementioned documents as well as to seek the opinion of specialists.
- Compensation subject to the concluded insurance agreement is settled for the benefit of the Insured Entity upon the territory of Poland (with the application of PLN) within the limits of the sum of insurance.

CHAPTER EIGHT. SKI PLUS

The subject of insurance i.e. what does the company of WARTA insure and what is it responsible for?

§38

- The subject of insurance is constituted by:
 - the costs of rent** of cross-country and downhill skis, snowboard in the situation when the Insured Entity has been derived off the possibility to exploit the insured - based upon the provisions of the hereby General Conditions of Insurance – equipment for reasons and in the occurrences determined in the provisions of paragraph 27,
 - the costs of ski pass** which entitles to exploit skiing lifts as well as to participate in snowboarding or skiing classes or courses. We encumber responsibility for the lack of the possibility for the Insured Entity to take advantage of the purchased ski pass – in connection to the condition of his health caused with an accident or sudden falling ill, in the situation of a foreign journey encompassed with insurance coverage with the exclusion of the occurrences created as the consequence of chronic illnesses, as long as the provisions of the insurance agreement has not been extended with the aforementioned types of risks.
 - closure of all downhill skiing paths** which are adequately marked, located in the area renowned for the presence of skiing infrastructure in the vicinity of the location of accommodation of the Insured Entity for the reason of unfavourable weather conditions which occur within the period of insurance, the fact that derives the Insured Entity of the possibility for perform skiing or snowboarding.
- The condition indispensable for the conclusion of the insurance agreement within the scope of SKI PLUS is constituted by the extension of the agreement with the amateur performance of sports.

What is the company of WARTA obliged to in the occurrence of a damage/loss?

§39

- We reimburse the costs of rent of cross-country, downhill skis, of a snowboard respective to the type of equipment which constitutes the scope of insurance for the period which altogether does not surpass 7 days.
- We reimburse the costs of the unexploited ski pass for the period respective to the number of full days on which there was absent the possibility for its exploitation.
- We settle compensation for each and every full day of the closure of all labelled skiing slopes located in the area renowned for the presence of skiing infrastructure in the vicinity of the location of accommodation of the Insured Entity, under the condition that their closure had taken place within the period from 15 December until 15 April and not earlier than on the day of the departure of the Insured Entity to the given destination, throughout the whole period of duration of the insurance agreement.

The sum of insurance – what amount do we encumber responsibility to?

§40

- The sum of insurance which constitutes the upper limit of responsibility of the company of WARTA amounts to:
 - 40 PLN day/maximum 7 days with regards to the costs of the rent of equipment,
 - 80% of the value of the ski pass with regards to the costs of the purchase of the pass,
 - 40 PLN a day in the case of the closure of skiing slopes/paths.
- The sum of insurance refers to single as well as to all occurrences encompassed with the insurance coverage and which occur in the period of insurance.
- The sum of insurance refers to each and every Insured Entity separately.

What should the Insured Entity do in the occurrence of a damage/loss?

§41

- The Insured Entity is obliged to:
 - present the proof of rent of cross-country or downhill skis or a snowboard which contains:
 - The name and surname of the person who rents the above (i.e. the Insured Entity),
 - the type of equipment,
 - the date of rent and return of equipment,
 - the price of the service,
 - retain, in order for it to be handed onto the hands of the company of WARTA – the unexploited for reasons described in the provisions of paragraph 38, passage 1 point 2 - ski pass which within the period of insurance entitles to use skiing paths located in the vicinity of

the location of accommodation of the Insured Entity or a document which confirms the fact of the purchase of the right – within the period of insurance – to participate in skiing or snowboarding classes.

- 3) within the period of 24 hours from the occurrence inform the CCC about the closure of skiing paths thus providing a telephone number as well as the address of the location of accommodation as of the moment of the communication of the occurrence and obtain the number of the case, which at the same time constitutes the conformation of the CCC accepting the aforementioned information.
2. Moreover, the Insured Entity is obliged to immediately, nevertheless, not later than within the period of 7 days from the moment of the finishing of the journey to pass over onto the hands of the company of WARTA a completed and signed document of the claim along with complete documentation which proves the justifiability and the level of claims.
3. If as the result of intentional fault or a gross negligence the Insured Entity has not communicated the fact of the occurrence of a loss or damage within the deadline determined in the provisions of passage 2, the company of WARTA may respectively diminish the amount of applicable compensation if such infringement has contributed to the increase of the extent of the loss and/or damage or if it has made it impossible for the company of WARTA to determine the extent and consequences of the accident.
4. In the situation of the lack of meeting of any of the remaining obligations described in the provisions of passages 1 and 2 the company of WARTA may reject for the settlement of compensation or has the right for its applicable decrease, as long as such imposed influence upon the determination of the occurrences of the damage/loss or upon the determination of its extent or size.

What is the method of determination of the amount of applicable compensation as well as of the principles of its settlement?

§42

1. The amount of compensation/benefit is determined with the consideration of:
 - 1) the amount of expenditure encumbered by the Insured Entity towards the rent of cross-country and downhill skis, as well as a snowboard,
 - 2) the number of days within which the Insured Entity has not exploited his ski pass as well as its daily cost,
 - 3) the number of days within which the Insured Entity has been derived of the possibility for the exploitation of skiing paths/slopes
2. The compensation or the benefit subject to the concluded insurance agreement is settled for the benefit of the Insured Entity with the application of the currency of PLN.
3. The calculation of the compensation to currency in which such obligation will be settled takes place based upon the average currency swap rate announced by the President of the NBP (National Polish Bank) for exchangeable currencies as of the day of the occurrence.

CHAPTER NINE. MUTUAL PROVISIONS

What is the procedure of the conveyance of insurance?

§43

1. If no divergent provisions have been made the insurance agreement is concluded based upon the written request for the conclusion of insurance (template prepared by the company of WARTA), placed onto the hands of the representative of the company of WARTA as well as following the settlement of the insurance premium for the whole period of insurance.
2. In the situation of the conclusion of agreements through the means of communication over the distance, the request for the conclusion of insurance may be placed with the application of the electronic mail (through an internet service) or during a telephone conversation (through a hotline).
3. In the situation of conclusion of agreements with the application of the electronic method of communication the conclusion of the agreement takes place upon the prior getting acquainted to the provisions of the Regulations of the rendering of services with the application of the electronic mode of communication.
4. The fact of the conclusion of the agreement is confirmed with the issuance of a document which constitutes the proof of insurance.
5. The insurance agreement may be concluded in the form of insurance:
 - 1) of individual character,
 - 2) of group character,
 - 3) family insurance.
6. In the occurrence of insurance agreement concluded in group or family form (above 5 persons) the name list of the Insured Entities constitutes an integral part of the concluded insurance agreement.
7. The insurance agreement for the benefit of more than one person is concluded with the identical scope of insurance, period of insurance as well as the sum of insurance for all Insured Entities, with the exclusion of agreements concluded with the extension to additional risks described in the provisions of paragraph 1 passage 3 and passage 5.

What is the method of determination of the insurance premium?

§44

1. The insurance premium is determined based upon the tariff of insurance premiums valid as of the day of the conclusion of the insurance agreement.
2. The level of the insurance premium is calculated depending on:
 - 1) the subject of insurance,
 - 2) the sum of insurance,
 - 3) the form of the conclusion of the agreement of insurance,
 - 4) the period for which the insurance agreement has been concluded,
 - 5) the age of the Insured Entity
 - 6) the number of insured persons
3. With regards to insurance premium there are applicable the following listed discounts:
 - 1) for agreements concluded in group or family form,
 - 2) in the situation when insurance coverage encompasses persons below the 24 years of age.
4. Depending on the chosen scope of insurance, with regards to the insurance premium the following listed increases of the insurance premiums applies:
 - 1) in the situation of extension of insurance coverage over the following listed types of risk:
 - a) amateur sports,
 - b) semi-professional sports,
 - c) extreme sports,
 - d) execution of work abroad,
 - e) acts of war or an emergency state,
 - f) consequences of chronic illnesses,
 - g) consequences and events of accidents occurred as the result of tropic illnesses,
 - 2) in return for the encompassing with insurance coverage of the persons above the age of 67
5. Based upon the analysis of the so far insurance as well as risk assessment special discounts or increase of prices of insurance premiums may apply.
6. The minimum insurance premium applicable to be settled amounts to not less than 20 PLN per insurance agreement.
7. The insurance premium is rounded in such manner so that the ends amounting from .50 PLN are rounded upwards whereas below .50 are rounded downwards.

What is the period of validity of insurance coverage?

§45

1. Insurance agreements are concluded for one year or for shorter periods of time.
2. As long as it had not been agreed any different the responsibility of the company of WARTA begins on the day determined in the document of insurance as the beginning of the period of insurance nevertheless not earlier than:
 - 1) from the day following the day of the conclusion of the insurance agreement and following the settlement of the insurance premium or its first instalment in accordance with the provisions of the concluded insurance agreement,
 - 2) from the date and hour of the conclusion of the insurance agreement and the settlement of the amount of insurance premium in the situation when the insurance agreement was concluded upon a border crossing,
 - 3) following the extinction of the period of 3 days counting from the day following the day of the conclusion of the agreement and settlement of insurance premium, in the situation when the

agreement was concluded for the benefit of the Insured Entity who as of the moment of its conclusion remained outside of the territory of Poland.

3. Within the scope of a foreign journey with the reservation of the provisions of passage 2 as well as long as no divergent provisions have been made, the responsibility of the company of WARTA within the scope of the insurance of
 - 1) the costs of treatment, assistance, travel luggage, third party liability, SKI PLUS as well as of the continuation of post-accident treatment begins not earlier than following the moment of crossing by the Insured Entity of the border of Poland or the country of residence of the Insured Entity, nevertheless, not earlier than on the day determined in the provisions of the insurance policy as the day of the initiation of the period of insurance coverage. The responsibility of the company of WARTA finishes as of the moment of the crossing of the border of Poland or the country of residence of the Insured Entity, nevertheless not later than at 23:59 hrs. on the day determined in the provisions of the insurance policy as the day of the ceasing of the period of insurance.
 - 2) The consequences of accidents begins not earlier than following the moment the Insured Entity leaves the location of domiciliation located upon the territory of Poland or the country of residences of the Insured Entity, nevertheless, not earlier than on the date determined in the provisions of the insurance policy as the day of the initiation of the period of insurance coverage. The responsibility of the company of WARTA ceases as of the moment of the return of the Insured Entity to the location of domiciliation upon the territory of Poland or the country of residence of the Insured Entity not later than at 23:59 hrs on the day determined in the provisions of the insurance policy as the day of the ceasing of the period of insurance.
4. In the scope of domestic journey with the reservation of the provisions of passage 2 points 1 and 2 and as long as no divergent provisions have been made, the responsibility of the company of WARTA in the scope of insurance of: the consequences of accidents, third party liability, travel luggage as well as SKI PLUS begins not earlier than on the moment the Insured Entity leaves the location of his domiciliation located upon the territory of Poland, nevertheless not earlier than on the day determined in the provisions of the insurance policy as the day of the initiation of the period of insurance coverage.
5. The responsibility of the company of WARTA ceases as of the moment of the return of the Insured Entity to the location of his domiciliation located upon the territory of Poland nevertheless not later than at 23:59 hrs. on the day determined in the provisions of the insurance policy as the day of the ceasing of the period of insurance coverage.
6. The insurance agreement may be terminated by the Insured Entity with the application of the mode of written termination with the reservation of the monthly period of termination, the beginning of which is on the day upon which the letter of the termination of the agreement has been delivered.
7. If the insurance agreement is concluded for the period surpassing the period of 6 months, the Insuring Entity has the right to terminate the insurance agreement within the deadline of 30 days and in the occurrence when the Insuring Entity is an entrepreneur, within the deadline of 7 days from the moment of the conclusion of the agreement.
8. A consumer who has concluded the agreement with the application of the means of communication over the distance, has the right to step away from the agreement without the need for the provision of any reason, thus placing an adequate declaration in writing, within the deadline of 30 days from the moment having been informed about the fact of the conclusion of the agreement or from the day of the conformation of the information about the conclusion of the agreement, if such should be a later date.
9. The right to terminate the insurance agreement, described in the provisions of passage 8 does not apply in the situation of insurance agreements, which have been concluded for the period shorter than thirty days.
10. The fact of the termination of the agreement determined in the provisions of passage 7 does not relieve the Insuring Entity from the obligation to settle insurance premium for the period in which the company of WARTA ensured insurance coverage.
11. The responsibility of the company of WARTA ceases:
 - 1) as of the last day determined in the provisions of the insurance agreement as the end of the period of insurance, with the reservation of the provisions of paragraph 10 passage 2 point 2),
 - 2) upon extinction of the amount of the insurance limit,
 - 3) as of the day of termination of the insurance agreement by the Insuring Entity determined in the provisions of passage 7,
 - 4) as of the date of reception by the company of WARTA of the written notice of termination of the insurance agreement submitted by the Insuring Entity in the occurrence of the earlier than prior planned and determined within the provisions of the document of insurance of, date of return of the Insured Entity from his or her journey.
12. In the occurrence of the extinction of the relationship of insurance prior the extinction of the period for which the agreement has been concluded, the Insuring Entity receives the right for the reimbursement of the amount of insurance premium for the period of the unexploited insurance coverage.
13. The amount of insurance coverage subjected to reimbursement is determined for each and every day of the unexploited period of insurance, starting from the day following the day of the extinction of insurance coverage.
14. Extension of the period of insurance may be executed prior the extinction of the period of insurance coverage through the stipulation of the number of the document which constitutes the proof of insurance as well as the information about the length of the period of insurance and following the settlement of the applicable insurance premium.

How long does it take for the settlement of compensation?

§46

1. The compensation/benefit is settled within the deadline of 30 days from the moment of informing the company of WARTA about the occurrence.
2. In the situation when the explanation of the occurrences indispensable for the determination of the responsibility of the company of WARTA or for the determination of the amount of compensation should turn out to be impossible within the deadline determined in the provisions of passage 1, the benefit/compensation should be settled within the period of 14 days from the day upon which, with the observance of due diligence, explanation of the aforementioned occurrences has turned out to be possible. The company of WARTA is obliged to settle the undisputable amount of compensation within the deadline of 30 days from the date determined in the provisions of passage 1.
3. In the occurrence of a denial for the settlement of the whole or a portion of compensation the company of WARTA informs the Insured Entity about such fact in writing thus providing occurrences, the legal basis as well as through informing about the possibility of submission of claims with the application of the mode of court procedure.

What are you supposed to do if you do not agree with the opinion of the company of WARTA?

§47

1. Any complaints may be placed by the Insured Entity or by the Entitled Entity subject to the insurance agreement onto the hands of the company of TUIR WARTA S.A. in writing. The body applicable for the processing of the complaint is constituted by:
 1. Director of the organisational unit upon the territory of which the insurance agreement has been concluded – in the scope of the sales of insurance,
 2. Director of the organisational unit upon the territory of which the damage/loss was liquidated – in the scope of liquidation of damages,who provides a written answer to the person who places the complaint.
2. The lawsuit with regards to the claims stemming from the provisions of the insurance agreement may be filed either based upon the provisions of general applicability or by the court applicable for the location of domiciliation or with regards to the legal seat of the Insuring Entity, Insured Entity or the Entitled Entity subject to the insurance agreement.

Regress claims

§48

1. A claim of the Insured Entity against a third entity, which is responsible for the damage/loss, is transferred onto the company of WARTA up to the amount of the settled compensation. If the

company of WARTA has covered only a portion of the damage/loss, the Insured Entity has the right to the remaining portion before the claims submitted by the company of WARTA.

2. The company of WARTA does not have the right for the transfer of claims of the Insured Entity with regards to persons who remains with the Insured Entity within the same household, unless the perpetrator has intentionally caused the damage/loss.
3. The Insured Entity is obliged to secure the possibility to claim by the company of WARTA of compensation claims with regards to persons who remain responsible for the damage/loss.
4. If the Insured Entity without the prior obtainment of the permission of the company of WARTA has rejected or limited his right to file claims against the person responsible for the damage or loss, the company of WARTA has the right to deny to settle the compensation or has the right for its diminishing.
5. If the fact of the diminishing or limitation has been made known following the fact of the settlement of the compensation, the company of WARTA may demand for the reimbursement of the whole or the portion of compensation from the Insured Entity.

Final Provisions
§49

1. In any cases not regulated with the provisions of the hereby General Conditions of Insurance what applies are the provisions of the Civil Code as well as of the Act on Insurance Activity.
2. In communication with the Insured Entity there remains the possibility for the introduction into the provisions of the insurance agreement other additional provisions or provisions divergent from the provisions undertaken in the provisions of the hereby General Conditions of Insurance.
3. Any divergences from the provisions of the hereby General Conditions of Insurance under the rigour of invalidity must be prepared in writing within the provisions of the insurance policy or in the form of an addendum.
4. The Law valid upon the territory of Poland applies with regards to insurance agreement concluded based upon the provisions of the hereby General Conditions of Insurance.
5. The hereby General Conditions of Insurance within the above meaning apply with regards to insurance agreement concluded from 1 June 2015.



Krzysztof KUDELSKI
Vice- President of the Board of Management



Jarosław PARKOT
President of the Board of Management

CLAUSE NUMBER 1

THE COSTS OF WITHDRAWAL FROM THE PARTICIPATION IN AN EVENT OF TOURIST CHARACTER, CANCELLATION OF RESERVATION OF ACCOMMODATION OR CANCELLATION OF THE RESERVATION OF A TRAVEL TICKET

The Subject of insurance i.e. what does the company of WARTA insure and what does it encumber responsibility for?

§1

The insurance of the costs of withdrawal from the participation in an event of tourist character, cancellation of accommodation, cancellation of a travel ticket may be purchased separately or jointly with the basic scope determined in the provisions of paragraph 1 passage 2.

§2

- The subject of insurance may be constituted by financial losses encumbered by the Insured entity which stem from:
 - cancellation or withdrawal of participation** in an event of tourist character purchased for the benefit of the Insured Entity i.e. resignation from participation in a tourist event prior the date of its initiation or earlier return from the initiated tourist event,
 - termination of a travel ticket** purchased or booked for the benefit of the Insured Entity, prior the date of the initiation of the journey,
 - cancellation of accommodation** purchased or reserved for the benefit of the Insured Entity prior the initiation of the journey, by the Insured Entity for reasons independent from the Insured Entity.
- The reasons determined in the provisions of passage 1 include:
 - an accident, sudden falling ill confirmed with the application of a doctor's certificate with regards to counter indications for a foreign journey or the death of the Insured Entity,
 - an accident, sudden falling ill confirmed with the application of a doctor's certificate with regards to counter indications for a foreign journey or the death of a close person who travels along with the Insured Entity,
 - death of a close person or falling ill which imposes threat to the close person of the Insured Entity upon the territory of Poland,
 - losses and/or damages in property of the Insured Entity which occurred upon the territory of Poland as the result of the occurrence of force majeure character or which constitute the consequence of a crime, which result in the necessity for the undertaking and execution of activities of legal and administration character, the presence of the Insured Entity is indispensable in the process of the execution and settlement of which or the presence of close persons who travel along with the Insured Entity,
 - events of force majeure character in the understanding of the provisions of the hereby General Conditions of Insurance (paragraph 2 passage 36) which make it impossible for the Insured Entity to remain in the location of the planned accommodation during the period of the execution of the journey,
 - theft of the documents of the Insured Entity the possession of which is indispensable during the journey i.e. a passport, entrance visa, personal ID, as long as the theft took place within the period of 7 days preceding the departure and has been communicated to the Police.

What is the company of WARTA obliged to in the occurrence of a loss and/or damage?

§3

- As part of the sums of insurance determined in the provisions of the insurance agreement we reimburse financial losses which stem from:
 - cancellation of participation in a tourist event encumbered in connection to a foreign journey, which encompasses the following listed costs:
 - stay in a motel or another holiday centre,
 - down payments towards accommodation in holiday centres, parking and camping spaces,
 - renting of a car,
 - participation in the additionally organised trips as well as facultative events,
 - transport:
 - to/from an event of tourist character, or
 - earlier return, which constitute the difference between the cost of the purchased ticket and the cost of ticket of the earlier return from the event, in the situation in which the transport has been taken into the consideration within the agreement of participation in the event – along with the determination of the particular means of transport,
 - associated with the evacuation of the locations of stay, where an event of force majeure character has occurred
 - termination of accommodation or a travel ticket which encompasses its price.

The Sum of insurance – what amount are we responsible to?

§4

- The sum of insurance constitutes the upper amount of the responsibility of the company of WARTA and is equal to:
 - the price of a tourist event, nevertheless not more than 20000 PLN with regards to the costs of termination and/or cancellation of participation in a tourist event,
 - the price of ticket, but not more than the amount of 5000 PLN with regards to the cancellation of the ticket,
 - the price of accommodation, but not more than the amount of 5000 PLN with regards to the cancellation of accommodation.
- The determined price of the ticket or accommodation refers to the joint costs in the period of the planned journey.
- The sum of insurance refers to each and every Insured Entity separately,
- The calculation of the price of the event/ticket/accommodation to the currency of PLN in the case of their purchase with the application of another currency, takes place based upon the average currency swap rate announced by the President of the NBP (National Polish Bank) for exchangeable currencies as of the day of the occurrence.

What is the company of WARTA not responsible for?

§5

- We do not encumber responsibility for occurrences occurred as the result of:
 - committing or an attempt to commit a crime or a suicide by the Insured Entity,
 - intentional activity of the Insured Entity,
 - psychiatric illness of the Insured Entity,
 - epilepsy seizure,
 - pregnancy of the Insured Entity with all consequences and complication stemming from the above fact,
 - occurrences taking place in connection to the consumption of alcohol, drugs, narcotics or any other intoxicating substances by the Insured Entity,
 - driving by the Insured Entity of any types of vehicles or means of transport without all required permissions for the given state, unless such fact did not impose any influence upon the occurrence of the loss,
 - acts of war, an emergency status and participation in riots, fights, unrest as well as all types of disruptions of public order (with the exception of activity in indispensable self defence),
 - lack of observance of the obligation to undergo vaccinations or procedures of preventive character indispensable prior the journey to the states where such are required,
 - occurrences which had taken place prior the conclusion of the insurance agreement, insurance agreement in a tourist event or purchase a travel ticket, accommodation.
- We also do not encumber any responsibility for any financial losses stemming from the termination or cancellation of participation in a tourist event/cancellation of a travel ticket or accommodation in the situation of informing the organiser of the event of such fact/cancellation of a travel ticket/cancellation of accommodation and its reasons within the deadline later than 2 business days from the date of the occurrence.
- We do not reimburse the costs of manipulation fees, which are determined by the organiser of the tourist event or by the transport operator.

What should the Insured Entity do in the situation of the occurrence of the loss/damage?

§6

- The Insured Entity is obliged to:
 - inform
 - the organiser about the cancellation of his/her participation in a tourist event or the termination of accommodation,
 - the transport entity about the cancellation of a travel ticket,
 - service provider about the termination of accommodation, immediately following the reception of information of the occurrence of an event which results in the termination/cancellation, nevertheless not later than within the period of 2 business days from the moment of the occurrence,
 - obtain from the organiser/service provider/transport operator of the confirmation of the fact of the communication of the message determined in the provisions of point 1 along with the determination of the date of such occurrence,
 - immediately communicate the fact of the occurrence of the loss to the CCC under the telephone number determined in the provisions of the insurance agreement, nevertheless not later than within 7 days from the date of informing of the organiser of the event/the transport operator,
 - undertake steps and activities in accordance with the recommendations formulated by the employee of the CCC and in particular pass over onto the hands of WARTA a completed and signed document of the claim along with documents which confirm:
 - the conclusion of the agreement of participation in a tourist event along with the proof of the settlement of the fee for the event,
 - the purchase of the travel ticket or accommodation, i.e. the document which informs about the encumbered costs of the ticket/accommodation (ticket or another document issued in the case of internet sales),
 - supply:
 - a declaration on the placed:
 - cancellation of participation in a tourist event, confirmed by the organiser of the event,
 - cancellation of a travel ticket, confirmed by the transport operator,
 - cancellation of accommodation confirmed by the service provider,
 - a certificate issued by the organiser of the tourist event/transport operator/service provider about the level of the amount of reimbursement to be settled by the tourist event/transport operator/service provider subject to the cancellation of participation/termination of the travel ticket or booking of accommodation.
 - doctor's documentation (a certificate with regards the sudden falling ill or an accident etc.)
 - a police certificate in the occurrence of a loss/damage in property, in the occurrence of theft documents indispensable to execute/continue a foreign journey,
 - a certificate of local authorities which confirms the fact of the persistence of occurrences of force majeure character,
 - original copies of bills and proofs of payment for transportation services in the occurrence of the earlier return from an event of a tourist character, if the costs of such transport were included in the provisions of an agreement regulating the issue of participation – along with the determination of the particular means of transport.
- If as the result of intentional fault or a gross negligence the Insured Entity has not communicated the fact of the occurrence of the damage/loss within the deadline determined in the provisions of passage 1 point 3 the company of WARTA has the right to respectively decrease the amount of applicable compensation, if the infringement has contributed to the increase of the amount of damage or if it has made it impossible for the company of WARTA to determine the circumstances as well as the effects of an accident.
- In the situation of the lack of observation of any of the remaining conditions, described in the provisions of passage 1, the company of WARTA may deny the right for the settlement of the compensation or has the right for its adequate diminishing as long as such occurrence imposed influence upon the determination of the circumstances of the occurrence or upon the determination of the extent of the damage/loss.

What is the method of the determination of the amount of applicable compensation and what are the principles and procedures of its settlement?

§7

- The amount of compensation in the situation of the rejection of participation in an event of tourist character, in the situation of the termination of a ticket or accommodation constitutes the difference between the price of the purchase of the event/ticket/accommodation and the remuneration executed by the transport operator or the organiser of the event.
- The compensation or the benefit subject to the concluded insurance agreement is settled for the benefit of the Insured Entity upon the territory of Poland with the application of PLN.
- The calculation of the value of loss expressed with the application of foreign currencies to PLN, takes place based upon the average currency swap rate announced by the President of the NBP (National Polish Bank) for exchangeable currencies as of the day of the occurrence.
- If the reason for the submission of the claim for compensation, in the amount determined above in the provisions of passage 1 is constituted by the death of the Insured Entity – the compensation is settled for the benefit of the Entitled Entity.
- The justifiability and the amount of compensation is determined based upon the provisions of documents, determined in the provisions of paragraph 6 passage 1 point 5, which are to be submitted by the Insured Entity.
- The company of WARTA settles compensation thus taking into the consideration (thru deduction) of the already settled compensation from another insurance agreement.

What is the method of determination of the amount of the insurance premium?

§8

- The insurance premium is determined based upon the tariff of insurance premiums valid as of the day of the conclusion of the insurance agreement.
- The level of the insurance premium is calculated depending on:
 - number of insured persons,
 - the price of tourist event, travel ticket or accommodation.
- With regards to insurance premium there applies a discount for group or family types of insurance agreements.
- Based upon the analysis of the so far insurance agreements and their execution as well as based upon risk assessment there may be applied special discounts or increase of prices of insurance premiums.
- The minimum insurance premium applicable to be settled amounts to not less than 20 PLN per insurance agreement.
- The insurance premium is rounded in such manner so that the ends amounting from .50 PLN are rounded upwards whereas below .50 PLN are rounded downwards.

What is the period of validity of insurance?

§9

- An insurance agreement is concluded for a year or for a shorter periods of time.
- An insurance agreement in a scope of the costs of withdrawal from the participation in an event of tourist character is concluded:
 - within the deadline which does not surpass 5 business days from the moment of conclusion of the participation agreement in an event of tourist character as well as from the day of the settlement of the amount of the down payment towards the costs of the event or settlement of the total cost of the tourist event,
 - based upon the provisions of the original of the agreement regulating the issue of participation in the event which contains the information about its price.
- An insurance agreement within the scope of termination of accommodation of a travel ticket is concluded:
 - within the deadline which does not surpass 5 business days from the moment of the settlement of the amount for accommodation, ticket,

- 2) based upon the provisions of the agreement which informs about the encumbered costs of accommodation, ticket (ticket or another document issued in the case of for instance internet sales).
4. As long as it had not been agreed any different, the responsibility of the company of WARTA begins from the day determined within the provisions of the insurance agreement as the first day of the period of insurance coverage, nevertheless not earlier than:
 - 1) from the day following the day of the conclusion of the insurance agreement as well as following of the settlement of the applicable insurance premium,
 - 2) from the day and hour of conclusion of insurance agreement and the settlement of the applicable insurance premium, in the situation when the agreement has been concluded at the crossing of a national border.
5. With regards to the insurance of the costs of cancellation of participation in a tourist event the responsibility of the company of WARTA begins on the day following the conclusion of the insurance agreement and following the settlement of insurance premium. The responsibility ceases on the day determined in the provisions of the insurance agreement as the end of the period of the insurance coverage.
6. With regards to the insurance of the cancellation of a travel ticket or of accommodation the responsibility of the company of WARTA begins from the day following the conclusion of the insurance agreement and following the settlement of insurance premium and finishes as of the moment of:
 - 1) departure of the Insured Entity to the destination of the journey determined upon the travel ticket,
 - 2) arriving of the Insured Entity in the accommodation determined in the provisions of the document which confirms the reservation.