

General Insurance Terms and Conditions for Foreigners

Europäische Reiseversicherung AG Branch in Poland (2007)

Nr 10.19.002



Paragraphs 1-19 shall apply to all types of insurance called Foreign Visitors Europäische Reiseversicherung AG Branch in Poland, (hereinafter referred to as Europejskie) concluded by virtue of these General Insurance Conditions. The subject and scope of the cover have been defined in a relevant way under sections A - E.

§ 1 Insurance agreement

Based on these General Insurance Conditions Europejskie, within the activities of its enterprise, concludes insurance agreements with foreigners within the scope of: medical costs, assistance, luggage, consequences of personal accidents and third party liability. Insurance agreements shall be concluded with natural persons, legal entities and with organisational units not having legal personality.

§ 2 Contracting an agreement for the account of a third party

1. The Insurer can conclude an insurance agreement for the account of a third party.
2. Europejskie shall be entitled to any claims related to premium payment exclusively against the Insurer. An allegation that has an impact on the liability of Europejskie can also be raised by Europejskie against the Insured.
3. The Insured shall be entitled to demand any benefit due directly from Europejskie.
4. The Insured can demand that Europejskie provide them with information about the provisions of the agreement contracted and the General Insurance Conditions within the scope that concerns the duties and rights of the Insured.
5. In case the agreement has been concluded for the benefit of a third party, all provisions of the General Insurance Conditions hereof shall apply relevantly to the person for the benefit of whom the insurance agreement has been contracted.

§ 3 The scope of insurance cover

1. The Insured, in view of the insurance agreement, can be a natural person staying in the territory of the Republic of Poland (Basic variant) or in the territory of any EU country (Complex variant).
2. Europejskie shall be liable for any random events mentioned in the sections A-E hereof, which occur:
 - in BASIC variant - in the territory of the Republic of Poland,
 - in COMPLEX variant - in the territory of any EU country.
3. If on the day of contracting the insurance agreement the Insured is outside their country of residence (in the case of both BASIC and COMPLEX variants), the liability of Europejskie shall commence after a 7-day period, starting from the day following the date of agreement conclusion and the payment of the premium. The agreement may provide for insurance cover commencement after a period longer than 7 days.
4. The provision in point 3 above shall not apply in the case of an extension to the insurance agreement duration (renewal of cover), provided that such a renewal takes place prior to the expiry of current agreement validity.

§ 4 Contractual provisions

1. Insurance agreements may be concluded on the conditions agreed between the parties and differing from the provisions of the terms and conditions hereof.
2. Contractual provisions agreed between the parties in the course described under point 1. above should be drawn up in writing and attached to the agreement in full wording; otherwise it will be null and void.

§ 5 Way to contract an agreement

1. Contracting an insurance agreement shall be confirmed with a policy or an insurance certificate (hereinafter referred to as the certificate).
2. The policy or certificate must include at least the name and surname of the Insured and the Insurer, the duration of the insurance, the insurance variant and the amount of premium.

§ 6 Insurance premium assessment and payment method

1. The insurance premium shall be determined on the basis of tariffs binding on the date of agreement conclusion. The amount of insurance premium depends on the insurance variant and the duration of insurance cover.

2. The premium shall be paid as a single payment in total, and at the latest at the same time as contracting the insurance agreement.
3. The withdrawal from insurance agreement shall not deprive Europejskie of their right to claim payment of the premium for the period during which Europejskie has provided insurance cover.

§ 7 Period of insurance and duration of insurance agreement

1. The period of insurance shall be specified in the insurance agreement (on the policy or certificate).
2. The liability of Europejskie shall begin on the date specified in the insurance agreement as the day of commencement of the period of insurance, provided that the premium has been paid, with reservations stipulated under § 3 item 3 hereof.
3. The liability of Europejskie shall finish on the expiry of the insurance period, unless the insurance relation has expired prior to this date.

§ 8 General duties of the Insurer

1. The Insurer is obliged to notify Europejskie about any circumstances known to them which Europejskie requests in the offer form or in other correspondence dated prior to the date of the agreement. If the agreement is concluded by the Insurer through their representative, this is also binding to this representative; moreover it includes any circumstances known to this person. In the case of the agreement being contracted by Europejskie despite a lack of answers to particular questions, the omitted circumstances shall be considered insignificant.
2. During the period of insurance the Insurer shall be obliged to promptly report to Europejskie any changes in circumstances which can influence the probability of an accident and for which Europejskie had requested in writing before the agreement was contracted.
3. In the case of the insurance agreement having been concluded for the account of any third party, the duties described in the preceding paragraphs shall be binding to both the Insurer and the Insured, unless the Insured knew about contracting the agreement for their account.
4. Europejskie shall not bear any liability for the consequences of circumstances which, by violating the preceding paragraphs, were not reported to them. If the preceding paragraphs were breached wilfully, then, in case of doubt, it shall be assumed that the accident foreseen in the agreement and the consequences thereof are the result of circumstances mentioned in the preceding clause.

§ 9 Duties of the insured in case of loss occurrence

1. The Insured is obliged to notify Europejskie about loss occurrence as soon as possible, and not later than three days from loss occurrence or the date of finding out about it. In the case of breach of this duty, either wilfully or by gross negligence, Europejskie shall be entitled to respectively reduce compensation if such a breach contributed to the amplification of the loss or made it impossible for Europejskie to determine the circumstances or results of the loss. There shall be no consequences of such a lack of notification to Europejskie if the Insurer in due time receives information about such circumstances of which they should have been notified.
2. Moreover, the Insured is obliged:
 - a. to use any available means in order to diminish loss and to refrain from any action leading to its enhancement,
 - b. to enable Europejskie to perform the procedure which determines circumstances of loss occurrence, legitimacy and amount of claim; to deliver original documentation, to provide assistance and explanations and, if necessary, to release physicians from their duty of professional confidentiality,
 - c. to follow the recommendations of Europejskie, to provide necessary information and necessary power of attorney,
 - d. to notify Europejskie about possession of another policy covering the risks insured with this agreement and purchased with another insurer, at the same time

indicating the name of the insurer and the sum insured.

The failure to observe any of the duties specified above is basis to refuse the payment of indemnity in total or in part, depending on the extent to which such nonfeasance affects the determination of the cause of the accident, liability for the loss or the amount of indemnity.

3. In case of accident the Insurer is obliged to use any available means to save the object of insurance, and to avoid loss or to reduce its scale.
4. If the Insurer, either wilfully or by gross negligence, fails to use the means defined under point 3 above, Europejskie shall be free from any liability for the loss caused because of this.
5. Europejskie is obliged, within the sum insured, to reimburse costs resulting from the use of the means mentioned under point 3 above, provided such means were reasonable, even if they proved ineffective.

§ 10 Expiry of insurance agreement

1. If the insurance agreement has been concluded for a period exceeding 6 months, the Insurer shall be entitled to withdraw from the agreement within 30 days and, in the case of the Insurer being an entrepreneur, within 7 days from the day of entering into agreement.
2. The Insurer shall be entitled to reimbursement of their premium for the unused period of insurance.

§ 11 Definitions

In view of these General Insurance Terms and Conditions:

- a. chronic disease - shall be understood as a health condition characterised by slow development and long duration, treated in a permanent or periodic way, during which remission or intensification periods appear, and diagnosed prior to the conclusion of the insurance agreement,
- b. foreign visitor - shall be understood as a person holding citizenship of a country other than the Republic of Poland and a Polish citizen residing permanently outside Poland,
- c. torrential rain - shall be understood as rainfall of capacity index of at least 4,
- d. hail shall be understood as precipitation consisting of lumps of ice,
- e. hurricane - shall be understood as the action of wind of a speed exceeding 24 m/s causing massive loss; individual loss shall be considered as that caused by hurricane, if the occurrence of a hurricane has been confirmed in the close vicinity,
- f. theft and burglary - shall be understood as seizure of property or attempt thereof from any premises after prior removal of security locks by means of physical force or by gaining entry with tools, or a forged key or a matching key, or with a genuine key into possession of which the perpetrator has entered as a result of breaking into another room or as a result of robbery,
- g. country of residence - shall be understood as the country where the Insured resides on a permanent basis, or the country where the Insured is covered by social insurance,
- h. sudden disease - shall be understood as a morbid condition occurring suddenly and requiring immediate medical aid,
- i. Insured's next of kin - shall be understood as:
 - parents, spouse, children, including adopted children, concubine or partner, grandparents, siblings, parents-in-law,
 - persons who, during the Insured's trip, look after the Insured's children or other Insured's family member who requires care,
- j. personal accident - shall be understood as a sudden event caused by external circumstances, the consequence of which the Insured suffers a permanent bodily injury, permanent health impairment or death,
- k. accompanying person - shall be understood as a person travelling along with the Insured and indicated by them to accompany the Insured during therapy or transport,
- l. third party - shall be understood as a person remaining outside of the insurance relation,

m. beneficiary - shall be understood as a person or persons authorised in writing by the Insured to receive benefit granted in case of the Insured's death,

n. person called to accompany - shall be understood as a close person or another person indicated by the Insured who, in the case of a lack of accompanying person, accompanies the Insured during their treatment or transport,

o. flood - shall be understood as the inundation of land as a consequence of rising water level in the beds of flowing or standing waters,

p. physical labour - shall be understood as any physical activity customarily performed for payment,

q. robbery - shall be understood as the seizure of property in order to enter into its possession, using violence or threat of, or by bringing the Insured into a state of unconsciousness or defencelessness,

r. extreme sports - shall be understood as sports disciplines, the practising of which requires special skills, courage and act is in high-risk conditions, often life threatening; in particular such sports as: bungee jumping, spelaeology, aircraft sports, mountain biking, motocross, car racing,

s. hazardous sports - shall be understood as diving with air apparatus, sports practised in mountain rivers, rock and mountain climbing, any kind of self-defence sport, hunting, horse riding, water skiing, sports that use vehicles designed to move on snow or ice, paragliding, parachuting, water scooters, skiing,

t. earthquake - shall be understood as a natural short and violent shake (or a series of shakes) of the ground, occurring under the surface and radiating in the form of seismic waves from the centre (epicentre) situated on the surface where the vibrations are strongest; the intensity of the earthquake shall be measured on the magnitude scale (Richter scale),

u. Insured - shall be understood as any foreign visitor indicated in the policy or certificate, for the benefit of whom the insurance agreement has been concluded,

v. aircraft crash - shall be understood as a catastrophe or emergency landing of an aircraft with an engine or without an engine or another flying object, as well as the fall of their parts or transported load,

w. high performance sports - shall be understood as practising sport disciplines within sport sections or clubs, as well as practising sports for profit-oriented purposes,

x. random event - shall be understood as a future and uncertain event, independent of the Insured's will, the occurrence of which results in damage to personal goods or to property, or the increase of material needs on the side of the Insured.

§ 12 Way of determination of the amount of loss and payment of indemnities or benefits

1. Europejskie shall pay an indemnity or benefit on the basis of recognition of the claim authorised in view of the insurance agreement, as a result of settlements reached in liquidated damages procedure, as a result of private arrangement, or valid court judgment.
2. Europejskie shall effect payment of indemnity or benefit within 30 days from the date of reporting the loss, after prior determination of actual circumstances of the loss, legitimacy of the claim, and the amount of indemnity.
3. If the determination of the circumstances required for establishing liability of the Insurer or amount of benefit is impossible within the term stated above, the benefit should be settled within 14 days from the day when proper justification of these circumstances is possible. However, the unquestionable part of indemnity shall be paid within the time provided under point 2 above.
4. Indemnity (benefit) shall be paid in Polish currency, except costs reimbursed directly to invoice issuers abroad.
5. If the amount of the claim is defined on the basis of invoices issued in a foreign currency and the indemnity is to be paid in Polish currency, then it should be converted into Polish currency in accordance with the NBP average exchange rate of currencies binding on the day of indemnity determination (date of indemnity payment).
6. The reimbursement of costs which constitute the basis of the claim, including medical costs, costs of transport and repatriation, shall follow exclusively upon presentation of original invoices.

§ 13 Procedure in case the decision of Europejskie is not accepted

1. If the person authorised to submit a claim does not agree with the decision of Europejskie regarding refusal of the claim to be satisfied and the amount of indemnity or benefit, they may submit a request to

Europejskie to reconsider the claim within a period of 30 days from the date of receipt of this decision.

2. Europejskie may act by an appointed proxy.

§ 14 Insurance recourse

1. On the date of benefit payment Europejskie shall take over, by virtue of law, any claims against a third party responsible for the loss, up to the amount of benefit paid (recourse claim).
2. Europejskie shall not take over any claim of the Insurer mentioned under point 1 above against persons with whom the Insurer remains in common household or for whom the Insurer bears responsibility.
3. The Insurer is obliged to secure the possibility to claim for damages against persons responsible for the loss, especially by providing the Insurance Company with any information or documents necessary to claim for damages.
4. If the Insurer, without the consent of Europejskie, has waived the right to claim for damages for loss that occurs to them against third parties, Europejskie can refuse payment of the benefit in total or in part respectively, or demand the indemnity be returned.
5. The rules resulting from the above paragraphs shall be applied respectively in the case of contracting an agreement for account of a third party.

§ 15 Form of notification

1. Any notifications addressed to Europejskie shall be submitted in writing, against a receipt, or sent by registered mail.
2. The Insurer shall be obliged to inform Europejskie about any change of their residence or address.
3. If the Insured changes their address or seat without informing Europejskie, any message sent to the last known address of the Insured shall have legal effect from the day it might have been delivered if the Insured had not changed their address.

§ 16 Claims and complaints

Any claims and complaints shall be considered promptly by Europejskie or by their authorised employee, after sending them in writing to the address of Europejskie headquarters.

§ 17 Competent court and the proper law

1. Any disputes resulting from this insurance agreement hereof can be solved by courts of justice according to their general competence or by a court of justice competent for the address of residence or seat of Insurer, Insured or Beneficiary in view of the insurance agreement.
2. The parties of the insurance agreement can allow any disputes to be settled by arbitration court.
3. Polish law shall apply to insurance agreements concluded on the basis of the General Insurance Terms and Conditions.

§ 18 General exclusions of Europejskie's liability

1. Europejskie shall be free of liability, if the Insurer causes loss wilfully. In the case of gross negligence no indemnity shall be paid, unless payment of indemnity conforms to legitimacy reasons under the given circumstances.
2. The rules defined under point 1 above concerning the conclusion of the agreement for a third party shall apply respectively to the Insured.
3. The insurance shall not cover losses occurring as result of:
 - a. strikes, breakdown of public order, war, acts of terrorism,
 - b. intoxication by alcohol, drugs or other narcotic substances,
 - c. attempted suicide or act of crime by the Insured,
 - d. accident caused under the influence of alcohol or while driving a vehicle without the required license,
 - e. practising extreme sports,
 - f. professional practising of sports,
 - g. nuclear energy activity,
 - h. travelling by aircraft (excluding flights as a passenger, unless the flight is conducted in accordance with binding legal regulations),
 - i. mental disorders
 - j. performing profit-oriented physical work,
 - k. practising high-risk sports, with reservation of §19.
 4. Europejskie shall not bear any liability for random events which occur on the territory of the Insured's country of residence.

§ 19 Extension of insurance scope

In compliance with other provisions of these General Insurance Terms and Conditions, the parties are able to extend the scope of cover to losses occurring as a

result of practising high-risk sports, provided that an additional premium is paid.

A Assistance cover

§ 20 Subject of cover

Europejskie, through its Emergency Centre, on request shall provide any information, before and after the commencement of travel, about the possibilities of receiving medical care, provided that Europejskie's liability exists within medical cost cover, and the Emergency Centre shall immediately render "assistance" in the scope defined under the following cases described under §§ 21-26 below.

BASIC cover variant: BASIC assistance insurance variant shall cover the benefits mentioned under §§ 21-25 below, during the stay of a foreign visitor in the territory of the Republic of Poland.

§ 21 Disease/accident

1. Hospitalisation.
If the Insured is treated in hospital, Europejskie shall cover the following benefits:
 - a. Medical care
A doctor working for Europejskie shall contact the doctors providing medical care, as well as the Insured's family doctor and in this way provide for the transfer of information among these doctors. On the Insured's request their next of kin shall be informed about the occurrence of the event.
 - b. Medical cost cover guarantee/settlement
The cost cover guarantee shall be granted to the hospital amounting to the maximum of the insurance sum. On behalf and on application of the person insured Europejskie shall take over any settlements of accounts as the entity responsible for settling hospital treatment costs.
 2. Patient's transport
If it is justified from a medical point of view, Europejskie shall organise transport to another medical care unit abroad, return transport to the country of the Insured's residence or to the medical care unit situated at the nearest distance from the Insured's place of residence. Transport of the Insured shall be carried out by a means of transport relevant to their health condition (including e.g. air ambulance).

§ 22 Death

If the Insured dies during their trip, on the request of the next of kin Europejskie shall organise a funeral in the territory of the Republic of Poland or the transport of the deceased's body to the country of the Insured's residence.

§ 23 Return transport of children

If children aged under 16 who participate in the trip cannot remain under the Insured's custody because of their death, personal accident or sudden disease, Europejskie shall organise their return journey to their place of residence and pay the costs of it. Europejskie shall cover the costs of return transport of the Insured's children under the condition that the return journey cannot be carried out by use of the means of transport previously planned. In the case of the return journey by the use of the means of transport planned earlier incurring additional costs, Europejskie shall only pay the additional costs of return transport (e.g. the cost of change in flight booking).

§ 24 Transport and accommodation costs for the person called to accompany

If the Insured stays in hospital outside their country of residence for a period exceeding 7 days, Europejskie shall organise a journey for the closest relative of the Insured or for another person indicated by them to the place of the Insured's stay and back to the place of residence. Europejskie shall cover travel and accommodation costs up to the amount of 2,000 Euros maximum.

§ 25 Delivery of medicines

On the request of the Insured Europejskie shall provide them with any necessary medicines or medicines to substitute original ones which have been lost during travel outside their country of residence. The Insured shall be obliged to reimburse the cost of purchase of such medicines within 10 days from the day of travel termination. This insurance cover exists regardless of whether Europejskie is liable for the insurance of medical treatment costs or not.

COMPLEX cover variant: COMPLEX assistance cover variant shall comprise any benefits mentioned under §§ 21-25 above, and additionally the benefits

mentioned under § 26 below, during the stay of a foreign visitor in the territory of the Republic of Poland and in the territory of any EU country.

§ 26 Europejskie shall additionally provide assistance in the following cases:

1. Loss of payment means, travel documents and baggage
 - a. In case the Insured has lost pecuniary means as a result of theft or robbery, Europejskie shall provide assistance in contacting the bank holding their account and, if necessary, shall assist in transferring the amount provided by the bank. If it is impossible to contact the bank within 24 hours, Europejskie shall grant reimbursable financial aid to the Insured amounting up to 500 Euros. The Insured shall be obliged to return the borrowed amount to Europejskie within one month from the date of travel termination,
 - b. In the case of theft or loss of the Insured's credit cards during travel, Europejskie shall provide aid in blocking their personal account by giving proper information to the bank. However, Europejskie shall not bear any responsibility for the correctness of the blocking procedure nor for any losses related thereto,
 - c. Europejskie shall provide aid to the Insured regarding the issue of new travel documents by giving any necessary information on the procedures required,
 - d. If baggage insurance agreement has been concluded with Europejskie, then in case of loss of baggage by the Insured, Europejskie shall provide aid and take any measures aimed at finding the baggage.
2. Driver substitution
Europejskie shall cover the costs of a professional driver or any other person having a driving license, who will bring the Insured by their car to the country of residence, when as a result of sudden disease or accident covered by medical cost insurance, the health condition of the Insured, confirmed in writing by the doctor who carries out the treatment, does not allow the Insured to drive a car themselves and the person accompanying the Insured has no driving licence. Europejskie shall cover the cost of hiring a driver amounting up to 500 Euros. In the case of driver's substitution costs being covered by Europejskie, no costs will be reimbursed related to repatriation of the Insured to the country of residence.
3. Legal aid:

In the case of the Insured having infringed the law of the place of their stay; Europejskie shall provide aid with regard to hiring a lawyer and interpreter. Europejskie shall cover the judicial and legal costs as well as the costs of interpreter amounting up to 2,500 Euros.

4. Rescue costs

Europejskie shall cover the costs of any rescue and search action carried out by special rescue services in a situation where the Insured has suffered an accident or a sudden disease covered by medical cost insurance. The upper limit of Europejskie liability in such a case amounts 5,000 Euros.

§ 27 Procedure in the case of loss occurrence

When a loss occurs the Insured is obliged to inform the Emergency Centre about the fact as soon as possible.

B Medical costs and transport insurance

§ 28 Subject of cover

1. In case the insured foreign visitor suffers a personal accident or a sudden disease, Europejskie shall cover the medical costs and transport costs, or in case of the Insured's death, the costs of transport of the deceased's body to the country of permanent residence:

- in BASIC variant - in the territory of the Republic of Poland,
- in COMPLEX variant - in the territory of the Republic of Poland and in the territory of other EU countries.

§ 29 Medical costs

The following costs shall be paid by Europejskie within the insurance cover:

1. Treatment that is necessary and recommended by doctors. Especially costs of hospitalisation (including surgical operations), out-patient treatment costs up to the amount of 1,500 Euros, medicines and bandages.
2. Costs of premature delivery which occurs no later than the 32nd week of pregnancy. Within the sum of insurance Europejskie shall bear the costs of medical care, medicines, hospitalisation, including the costs of the newborn's medical care amounting up to 1,500 Euros.

3. Dental treatment up to the amount of 100 Euros, only in case of acute pain.

§ 30 Transport and repatriation

Moreover, Europejskie shall also cover the following costs within their liability in view of medical cost insurance:

- a. transport from place of accident to nearest healthcare unit,
- b. transport to other healthcare unit if required due to the health condition of the Insured,
- c. return transport to the country of residence and / or to the place of residence, if required by the Insured's health condition and the return journey by the planned means of transport is impossible,
- d. if the Insured's return journey is impossible because of medical counter-indications before expiry of insurance cover, Europejskie shall bear the medical costs up to the day on which the Insured's health condition allows them to be transported; not longer, however, than 90 days from the day of loss occurrence and up to the amount of the sum insured,
- e. costs related to a funeral abroad or to transport of the deceased's body to the country of residence (place of funeral) up to the amount of 2,500 Euros.

§ 31 Loss reporting - duties of the Insured

1. The Insured's duties are as follows:

- a. to release the doctors who treated the Insured before the occurrence of accident covered by the insurance protection from their obligation of professional confidentiality and to give consent to making medical documentation of treatments accessible,
- b. to release public and non-public health care units from their obligation of professional confidentiality,
- c. to submit a properly filled-in loss report form, including original invoices proving costs incurred and documents of medical diagnoses, and other documents explaining the scope of medical aid,
- d. in case of the Insured's death, the beneficiary shall be obliged to deliver a copy of the death certificate, a document confirming kinship, and a document confirming the cause of death.

§ 32 Sum insured

1. Sum insured for one and all events during the insurance period amounts to:

- in BASIC variant - 15,000 Euros,
 - in COMPLEX variant - 50,000 Euros.
2. Europejskie shall bear their maximum liability up to the sum insured, complying with the limits specified in § 29.

§ 33 Exclusions of liability

1. Costs not insurable include:

- a. the cost of any treatment that was the aim of the trip,
- b. costs of treatment which the Insured was aware of before travel that would need to be carried out or continued (e.g. dialysis) despite travel being carried out as planned,
- c. dental treatment not related to the need for immediate medical aid,
- d. repair and purchase of artificial limbs or glasses,
- e. abortion, unless carried out in order to save life or health,
- f. treatment of mental disorders
- g. those connected with complications which occur after the 32nd week of pregnancy,
- h. those connected with delivery which occurs after the 32nd week of pregnancy,
- i. plastic and cosmetic surgery,
- j. medical treatment in case the Insured refuses to return to their country of residence, when their health condition allows them to return to the country of residence,
- k. those connected with the treatment of the consequences of chronic diseases which have been treated during the 12 months before the date of contracting insurance.

C Baggage insurance

§ 34 Subject of cover

1. For an additional premium Europejskie shall cover losses occurring to the travel baggage of a foreign visitor:

- a. in BASIC variant - in the territory of the Republic of Poland,
- b. in COMPLEX variant - in the territory of the Republic of Poland and in the territory of other EU countries.

2. The insurance covers the luggage of the Insured, which is considered to include items necessary during the journey as well as gifts and souvenirs.

§ 35 Scope of cover

1. The scope of insurance covers hand luggage being under direct care of the Insured as well as entrusted baggage not being under direct care of the Insured.
2. Hand luggage being under direct care of the Insured Europejskie shall indemnify losses to hand luggage which have occurred as a result of:

- a. robbery,
 - b. accident of a means of transport (e.g. public transport accident),
 - c. fire and elementary risks (the following are regarded as elementary risks: storm, flood, lightning, aircraft crash, hail, torrential rain, inundation and earthquake),
 - d. sudden disease or personal accident, the consequence of which the Insured loses control over their baggage.
3. Entrusted baggage not being under direct control of the Insured
- a. Europejskie shall cover lost or damaged baggage which has been entrusted to a professional carrier for transport,
 - b. Europejskie shall cover lost or damaged baggage which has been left in a locked room at the place of accommodation of the Insured as well as that given to a left-luggage office against a receipt, provided that such baggage has been lost or damaged as a consequence of theft by burglary,
 - c. Europejskie shall provide for insurance of baggage left in a locked boot of a vehicle under the condition that the baggage left is not visible from the outside and the boot of the car is not made from a non-durable material (e.g. textile), and it was locked.

§ 36 Exclusions of liability

1. Photographic equipment, audio-video sets including accessories thereof, as well as jewellery constituting the Insured's hand luggage, shall be covered only when they are under direct care of the Insured and up to one third of the sum insured.

2. Insurance shall cover the Insured's baggage situated in a parked vehicle only between the hours of 06:00 and 22:00. However, breaks in the lasting not more than 2 hours shall always be covered.

3. Any documents, money, silver, gold or platinum in the form of blocks or bars, securities, credit cards and tickets shall be excluded from cover.

4. Works of art, collections of art, and antiques shall be excluded from cover.

5. Any vehicle accessories and any objects constituting the equipment of camping trailers shall be excluded from cover.

6. Any loss or damage of an object related to its use shall be excluded from cover.

7. Any software and data on any kind of carrier shall be excluded from cover.

8. Insurance cover does not include loss of electric apparatus or devices due to defect or the operation of electric current, unless the operation of the current results in fire.

9. The insurance cover does not include loss involving solely damage or destruction of baggage containers (suitcases, chests, etc.).

10. Any mobile phones and any type of portable computer (notebooks) shall be excluded from cover.

§ 37 Amount of indemnity

1. In case of loss occurrence, Europejskie shall pay indemnity amounting up to the sum insured:

- a. in case of total loss of baggage, Europejskie shall pay indemnity to the amount of its actual value,
- b. in case of damage to objects, Europejskie shall pay indemnity to the amount that covers repair costs, or if these costs exceed the amount of the loss of value of the object, Europejskie shall pay indemnity equal to the loss of their value; not more, however, than the actual value of the object,
- c. in case of film stocks, and image, sound and data carriers, Europejskie shall pay indemnity up to the value of the material.

2. Actual value is the amount for which an object of the same standard and quality can be purchased, with the deduction of amortisation of the lost object (wear, year of production).

3. The indemnity due shall be decreased by the Insured's contribution of 50 Euros upon each loss. The Insured's contribution is understood as the amount by which the indemnity paid by Europejskie is decreased.

§ 38 Procedure in the case of loss occurrence

1. The Insured is obliged to notify promptly the nearest police station about any losses as a consequence of crime, presenting a list of lost or damaged objects and obtaining confirmation of the report in writing. Moreover, the Insured is obliged to submit the above confirmation to Europejskie.
2. Any losses which occur to baggage entrusted to transport or storage shall be reported promptly to the respective carrier or left-luggage office or administration, and confirmation of a report in writing shall be obtained. Moreover, the Insured is obliged to submit this confirmation to Europejskie. In case of revealing any hidden damages that occur at the time when the baggage is entrusted to the carrier, the Insured is obliged to, with observance of the time for submitting complaints, to carry out an inspection and to confirm this fact in writing 7 days from date of finding the loss at the latest.
3. The Insured is obliged to submit the loss report form properly filled in.
4. Failure to observe any of the duties specified above is basis to refuse payment of indemnity in total or in part depending on the extent to which such nonfeasance affects the determination of the cause of the accident, liability for loss or the amount of indemnity.

§ 39 Sum insured

1. Sum insured for one and all events during the insurance period amounts to:
 - in BASIC variant - 250 Euros,
 - in COMPLEX variant - 500 Euros.
3. Europejskie shall bear their maximum liability up to the sum insured.

D Personal accident insurance

§ 40 Insurance subject

1. The subjects of insurance are the consequences of personal accidents suffered by a foreign visitor covered:
 - in BASIC variant - in the territory of the Republic of Poland,
 - in COMPLEX variant - in the territory of the Republic of Poland and in the territory of other EU countries.

§ 41 Exclusions of liability

1. The following shall be excluded from the scope of cover:
 - a. any losses which occur as a result of loss of consciousness, stroke, spasmodic attacks, nervous system diseases, spinal disk damage, heart infarctions, alimentary intoxications,
 - b. death or health impairment occurring as result of treatment or surgical operations, unless such treatment or operations are the consequence of a personal accident covered with insurance protection,
 - c. infections, unless the Insured has been infected with pathogenic germs as a result of wounds suffered during a personal accident covered with insurance protection,
 - d. the consequences of chronic diseases.

§ 42 The Insured's death

If as a result of personal accident the victim dies within one year from the date of accident, Europejskie shall pay benefit amounting to 50% of the sum insured, as specified in the insurance agreement, to beneficiaries on the understanding of § 44 point 5 and 7. If the Insured has received benefit because of health impairment as a consequence of personal accident covered before, then death benefit shall be paid only in the case of its being higher than that paid to the Insured earlier, deducting the amount paid before.

§ 43 Permanent disability of the Insured person

1. In case of permanent disability suffered by the Insured as a consequence of personal accident, Europejskie shall pay benefit being the equivalent of the proportion of the sum insured relevant to the proportion of health impairment.
2. Benefit amount depends on the grade of permanent health impairment, as defined in the fixed benefit table below.
3. If more than one physical or mental function has been disabled, then the degrees of disability shall be summed up. However, the value of permanent health impairment cannot exceed 100% of disability.
4. If death resulting as a consequence of the accident occurs within 24 months from the day of the accident and before the disability benefit has been determined,

then no benefit for permanent health impairment shall be paid.

5. In the case of the Insured's death within 24 months from the date of accident, not being its consequence or in the case of death later than 24 months from the date of accident, regardless of its cause, prior to establishing or receiving health impairment benefit by the Insured, benefit shall be paid to the authorised person to the amount specified in the fixed benefit table.

FIXED BENEFIT TABLE	
Type of health impairment	Proportion of sum insured (applied to BASIC and COMPLEX variant)
Loss of one hand within arm section	65%
Loss of both upper limbs within arm section	90%
Loss of thumb	15%
Loss of forefinger	10%
Loss of other finger	5%
Loss of one lower limb	55%
Loss of both lower limbs	90%
Loss of one foot	30%
Loss of both feet	70%
Total loss of vision	100%
Total loss of vision in one eye	30%
Total loss of hearing	60%
Total loss of hearing in one ear	15%
Bone fracture	3%

§ 44 Payment of benefits in case of permanent disability

1. The degree of permanent health impairment shall be determined promptly upon termination of treatment including rehabilitation, 24 months from the date of accident at the latest.
2. The degree of permanent health impairment shall be determined by doctors appointed by Europejskie on the basis of medical documentation provided by the Insured.
3. Europejskie shall pay the benefit due within 14 days from the date of claim acceptance.
4. If the Insured dies before receiving any benefit related to health impairment resulting from personal accident covered by insurance protection, and their death is not related to the consequences of the accident, the due benefit shall be paid to the authorised person to the amount as specified in the fixed benefit table.
5. Benefit related to the Insured's death shall be paid to the beneficiary appointed by the Insured. Death benefit shall be paid on presentation of death certificate and other documents confirming the circumstances and cause of the Insured's death submitted by the beneficiary.
6. No benefit shall be paid to a beneficiary who wilfully causes the Insured's death.
7. If no beneficiary is appointed at the time of the Insured's death, then the benefit shall be paid to their family members in the following order:
 - a. spouse,
 - b. children,
 - c. parents,
 - d. other statutory beneficiaries.

§ 45 Sum insured

- The sum insured for one and all events during the insurance period shall amount to:
1. Sum insured for one and all events during insurance period amounts to:
 - in BASIC variant - 3,000 Euros,
 - in COMPLEX variant - 6,000 Euros.
 2. Europejskie shall bear their maximum liability up to the sum insured.

§ 46 Subject of cover

1. For an additional premium Europejskie shall provide protection within the scope of third party liability insurance of the insured foreign visitor:
 - a. in BASIC variant - in the territory of the Republic of Poland,
 - b. in COMPLEX variant - in the territory of the Republic of Poland and in the territory of other EU countries.
2. The insurance covers third party liability of the Insured in private life for causing death, bodily injury or health detriment (personal losses), or damage or

destruction of property (material losses) done to third parties, the compensation of which is obligatory for the Insured in view of the regulations of Polish law.

§ 47 Scope of insurance cover

1. Within its liability Europejskie is obliged to verify the legitimacy of the claim and to pay due indemnities on behalf of the Insured, or to reject unjustified claims.
2. Any indemnity shall be paid exclusively upon previous approval of the claim legitimacy by Europejskie or on the basis of a valid court judgment.
3. In case of a legal dispute concerning the determination of the Insured's civil liability, Europejskie shall take all necessary legal measures at their expense acting on behalf of the Insured.
4. Europejskie shall pay the costs of a solicitor appointed or accepted by them, who will represent the Insured in penal proceedings pending against them, the consequence of which the Insured may bear civil liability for their actions.
5. Europejskie shall not be responsible for any costs resulting from lack of the Insured's consent for Europejskie to negotiate an agreement with the aggrieved party or to satisfy the claims of the aggrieved party.
6. The sum insured shall constitute the upper limit of the liability of Europejskie for any events covered with insurance protection that may occur during the insurance period.

§ 48 Limits of insurance cover

1. Europejskie shall not bear responsibility for loss which occurs as a consequence of the Insured's wilful action or gross negligence.
2. Moreover, the scope of insurance cover does not include loss:
 - a. caused by the Insured to their closest relatives co-participating in the trip,
 - b. which occur as a result of disease transmission by the Insured,
 - c. which occur and are caused by doing professional activities,
 - d. caused by animals owned by the Insured,
 - e. which occur and are caused by the ownership or use of, or by driving automotive vehicles, flying and floating vehicles
 - f. which occur while hunting,
 - g. in movables which are used by the Insured on the basis of tenancy, rent, leasing, lending or other payable agreement,
 - h. in pecuniary values, documents, plans, archive collections, stamp and coin collections, or in pieces of art,
 - i. for which the Insured is responsible by virtue of contractual acceptance of third party liability or as a result of extension of the scope of their own civil liability resulting from the binding regulations.
3. In case of material losses the Insured's own contribution amounts to 200 Euros for each loss. Own contribution shall be considered as the amount by which the indemnity paid by insurer is decreased.

§ 49 Duties and proceedings in case of insurance accident occurrence

1. If a preliminary investigation is initiated, and a statement of claim or order for payment is filed against the Insured, they are obliged to inform Europejskie about the fact promptly, also in the situation when the insurance event is reported earlier. If the aggrieved party submits a claim against the Insured, then the Insured is obliged to notify Europejskie within 7 days from the date of obtaining the information about the complaint (its lodging).
2. The Insured is obliged to enable Europejskie to carry out actions necessary to establish the circumstances of the loss, and the legitimacy and amount of claim. The Insured's duty is to collaborate with Europejskie in respect of explaining the circumstances of loss occurrence. Moreover, the Insured is obliged to provide Europejskie with exhaustive and accurate reports concerning the loss and its descriptions. The Insured is also obliged to provide Europejskie, immediately upon the receipt of each summons and statement of claim, all extra-judicial files and judicial documents concerning the insurance event.
3. If an explanatory or judicial proceeding is initiated against the Insured, they are obliged to give power of attorney to run the case to the proxy appointed or indicated by Europejskie. In case of receipt of any orders for payment or any other warrants issued by administrative authorities, the Insured is obliged to file an objection without waiting for instructions from Europejskie.

4. The Insured must not confirm their liability or to accept any private arrangement without consent of Europejskie. Any actions taken by the Insured aimed at satisfying the aggrieved party and, especially, recognition of their claims or conclusion of a private arrangement without a written consent of Europejskie are ineffective against Europejskie.

5. Satisfying or recognising the aggrieved party's claim by the Insured without the written consent of Europejskie shall not influence the liability of Europejskie.

6. Europejskie is entitled to provide explanations on behalf of the Insured which are necessary to mitigate or to defend the claims put forward.

7. In case the Insured is given the opportunity to diminish or to eliminate the indemnity to be paid, as a result of change in the circumstances or change in legal regulations, then the Insured is obliged to make use of such an opportunity or right and to take any measures aimed at this by Europejskie.

8. If any of the duties mentioned under points 1-7 above are not fulfilled, it may constitute basis for refusal to pay the indemnity or a part thereof, depending on the extent to which such non-fulfilment of the duties affect the determination of the cause of the loss or liability for the loss.

9. Moreover, the Insured is obliged to take any possible measures in order to diminish loss and to refrain from any actions leading to its enhancement; in case of nonfeasance with this duty as a result of gross negligence or wilful act, the indemnity shall not be paid.

§ 50 Sum insured

1. The sum insured for one and all events during the insurance period shall amount 50,000 Euros, with reservation of point 2 below.

2. In case of material losses the sum insured for one and all events during insurance period shall amount 25,000 Euros.

3. Europejskie shall bear liability up to the sum insured.

These General Insurance Terms and Conditions were accepted by virtue of Resolution of the Board No. 01/GIC/2007 of 20 July 2007 and shall apply to agreements contracted from 10 August 2007 on.

Signatures of the Board



Chairman of the Board
Wolfgang Diels



Member of the Board
Richard Bader