

Paragraphs 1-15 shall apply to all corporate travel insurance of Europäische Reiseversicherung AG Branch in Poland, (hereinafter referred to as Europejskie) made under these General Insurance Terms and Conditions No. 10.21.003. Subject and scope of cover is properly specified in sections A-J.

## **§ 1 General Provisions**

1. On the basis of these General Insurance Terms and Conditions Europejskie within the scope of their business activity shall contract insurance agreements to cover for: medical expenses, personal accidents, the costs of rescue and search, travel cancellation / interruption in the travel, travel expenses of an employee replacing the Insured person, hand luggage and third party liability, with the Insurers - entrepreneurs (Employers) for the benefit of the persons employed by the Insurers and other persons designated by them - the Insured.

2. The Insurance covers a corporate travel, i.e. a travel away from the place of residence / temporary place of residence or workplace, which is undertaken on the request of the employer and aimed at performing the employee's duties for the benefit of the employer.

3. The Insurance cover also applies during the three days immediately preceding or immediately following the corporate travel for the private purposes travel, but closely related to the corporate travel.

## **§ 2 Definitions**

In accordance with these General Insurance Terms and Conditions:

a) chronic disease - is regarded to be a medical condition characterised by slow development and long-term duration, treated in a permanent or periodic way, during which the resolution of symptoms or periods of exacerbation may occur, diagnosed before the conclusion of the insurance agreement,

b) torrential rain - is regarded to be the precipitation at a ratio of at least 4,

c) hail - is regarded to be a precipitation consisting of lumps of ice,

d) hurricane - is regarded to be the wind with the speed not less than 24 m / s, causing massive damage; single damage shall be considered as caused by the hurricane, if in the nearest vicinity, the hurricane activity was stated,

e) cancellation costs - these are provided in the contract to participate in the travel or in the contract of transport costs that are forfeited for the benefit of the travel organiser or carrier, in case of the resignation from the travel,

f) costs of travel interruption - shall be understood as additional costs paid by the Insurer in relation to return transport in connection with the earlier, not specified in the itinerary, return to the country of residence, and the cost of unused, and paid benefits arising from the participation agreement, such as accommodation, meals, excursions, etc.

g) country of residence - shall be regarded as the Republic of Poland and the country in which the insured resides on a permanent basis and the country where the insured is covered with social insurance,

h) outpatient treatment - shall be regarded as the treatment connected with a stay in hospital or other medical establishment lasting continuously for at least 24 hours,

i) country of residence - shall be regarded as the place of registration for permanent address, and the place where the insured person resides or stays with the intention of permanent residence,

j) sudden disease - is regarded to be a medical condition occurring suddenly, requiring immediate medical attention,

k) the nearest relative of the insured - shall be understood as the:

- parents, spouse, children, including the adopted, 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 nearest relatives,

l) personal accident - shall be understood as a sudden event caused by external circumstances, in the consequence of which the Insured suffers a permanent bodily injury, permanent health impairment or dies,

m) third person - a person considered to be outside the insurance relation,

n) accompanying person - shall be understood as a person travelling along with the Insured and indicated by them to accompany the Insured during therapy or transportation,

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

p) 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, will come to accompany the Insured during their treatment or transport,

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

r) robbery - shall be understood as a seizure of movable property in order to enter into its possession, using violence or threat of using such violence, and also by bringing the Insured into a state of unconsciousness or defencelessness,

s) extreme sports - shall be understood as sport disciplines, the practising of which requires extraordinary skills, courage and acting in high-risk conditions, often life-threatening, in particular, bungee jumping, caving, aircraft sports, mountain biking, motocross, car racing,

t) 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, riding quads, water skiing, riding water scooters, kite surfing, downhill skiing, including amateur skiing, and sports, which involve the use of vehicles designed to move on snow or ice, paragliding, sport parachuting,

u) strike - shall be understood as a collective, voluntary refraining from work by employees for a specified period of time in one or more factories, institutions, which is an expression of protest, such as political, or economic, and demand for changes,

v) terrorism - shall be understood as illegal actions organised because of ideological or political reasons, individual or group, aiming against persons or objects in order to cause chaos, intimidate the population and disorganisation of public life by using violence and directed against the society with the aim of intimidation to achieve political or social goals,

w) 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),

x) Insured - shall be understood as a person indicated in the policy or certificate, for the benefit of whom the insurance agreement is concluded,

xi) 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,

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

xiii) physical labour - shall be understood as any physical activity customarily performed for remuneration, including the activity not arising from employment relation, increasing the risk of loss, e.g. the activities which involve the use of dangerous tools, working at heights, acting with the use of chemical substances,

y) mental disorder - a disease qualified in the International Statistical Classification of Diseases and Health-Related Problems (ICD 10) as mental disorder or behaviour disorder (F00 - F99)

z) 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.

## **§ 3 Conclusion of insurance agreement**

1. The insurance agreement may be concluded with the indication of insured persons with a specific limit of days to cover with insurance protection to be used during the period of insurance by the Insurer (the employer - an agreement to someone else's account).

**A - medical expenses and transport insurance**  
**B - assistance insurance**  
**C - personal accident insurance**  
**D - insurance of rescue and search costs**  
**E - insurance of travel cancellation / travel interruption costs**  
**F - insurance of travel costs for a replacement person**  
**G - baggage insurance**  
**H - third party liability insurance**  
**I - kidnapping**  
**J - insurance cover in the warlike / high risk zone**

2. Only Europejskie has the right to claim for payment of a premium against the Insurer. The allegation that affects the liability of the insurance underwriter may be raised also against the Insured.

3. The Insured is entitled to demand the benefit due directly from Europejskie.

4. The Insured may request Europejskie to provide them with information about the provisions included in the insurance agreements and the General Insurance Terms and Conditions, within the scope in which they are related to the rights and responsibilities of the Insured.

5. When concluding an agreement on behalf of someone else, the provisions of these General Insurance Terms and Conditions shall apply respectively to the person for the benefit of whom the insurance agreement is concluded.

6. The insurance agreement is concluded on the basis of the application of the Insurer, which includes at least the following items:

- a) name / business name and address of the Insurer,
- b) REGON number of the Insurer,
- c) period of insurance,
- d) name, address and date of birth of the Insured - in case of agreements with the indication of persons insured,
- e) declared number of days of insurance cover to be used in the period of insurance - in case of agreements with a limit of days covered with insurance protection for use during the period of insurance by the Insurer (employer).

7. In the case of insurance agreements with the indication of the persons insured, the insurance cover of Europejskie includes all the travels of the Insured completed during the period of insurance, with the reservation that the single trip lasts no longer than 90 days, unless the Insurance Underwriter, agrees to other conditions in writing.

8. The Insurance cover in the form of limit of days to cover with insurance protection for use during the period of insurance by the Insurer (Employer), includes persons employed by Insurer, or a group of employees indicated by the entrepreneur (Insurer) covered with the same scope of insurance protection and the sum insured. Unless otherwise agreed, the responsibility of the Insurer is, at the latest on the date of departure of the insured person, to provide Europejskie with the notification of the departure, which includes: name, date of travel commencement and termination, and travel destination (destination).

9. The insurance agreements may be complemented with additional provisions or the provisions differing from these General Insurance Terms and Conditions with the reservation that they should be construed in writing and attached to the agreement in full wording, on pain of nullity.

10. The conclusion of insurance agreement is confirmed with the insurance policy or certificate.

## **§ 4 Period of Insurance**

1. The period of insurance is defined in the insurance policy or certificate.

2. The beginning of the period of insurance shall be the date agreed by the parties, the agreement is concluded for the period of one year.

3. The Insurance cover begins at the moment of the travel commencement by the Insured, provided that the insurance premium is paid, with reservation of section 5, 6 and 7 below.

4. The travel commencement is regarded to be the moment, in which the insured person leaves their place residence / temporary place of residence or workplace in order to complete a corporate travel abroad, and its termination is considered to be the moment of return to any of the above-mentioned places, but no later than on the day indicated in the policy / certificate of insurance, as the end of the period of insurance.
5. In the case of medical costs insurance and third party liability insurance, the insurance protection begins at the moment when the Insured crosses the border of the Republic of Poland when departing, and ends at the moment of crossing the border when returning.
6. In the case of travel cancellation insurance, the insurance cover begins on the day of booking the travel, and ends at the moment when the Insured leaves their place of residence on the day shown on the policy or certificate as the date of departure.
7. If the journey is interrupted before returning to the place of residence, temporary place of residence or workplace, the insurance cover ends at the moment of this interruption.
8. In the case of contracting the Insurance agreement for the Insured stationed outside the Republic of Poland the responsibility of Europejskie begins at the earliest after 5 days counting from the day following the conclusion of the insurance agreement.

#### **§ 5 Insurance premium**

1. The premium rate depends on the variant of insurance, the territorial scope, the sum insured, and the insurance risk.
2. The premium is paid once, within 14 days from the date of the contracting the agreement, by wire transfer to the bank account of the Insurance Underwriter, subject to section 5.
3. If Europejskie bear the responsibility prior to the premium payment, and the premium is not paid on time, Europejskie may terminate the agreement with the immediate effect and demand payment of the premium for the period during which they would bear responsibility. In the absence of notice to the agreements, it expires at the end of the period for which the unpaid premium is due.
4. In the case of revealing the circumstances, which involve significant change in the likelihood of accident either party may request the appropriate change of the amount of premium, starting from the moment in which this circumstance occurred, but not earlier than from the beginning of the current period of insurance. If such a request is submitted, the other party, within 14 days, may terminate the agreement with immediate effect.
5. In the case of agreements with the specified limit of days to cover with insurance protection for use during the period of insurance, the premium is determined initially on the basis of data presented in the insurance application. The final premium (payable) will be determined within 30 days counted from the end of the period of insurance on the basis of the actual data, based on the notifications of travels delivered by the Insurer. In the case of the necessity of additional payment towards the initial premium payment, the additional payment is due within 14 days from the day of the final premium determination.

#### **§ 6 General responsibilities 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 Insurer concludes the agreement by the representative, this responsibility is also binding for the representative, and moreover it includes the circumstances known to the representative. In the case of the agreement being contracted by Europejskie despite the 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 requested in writing before the agreement is contracted.
3. In the case of the insurance agreement having been concluded for the account of any third party, the responsibilities 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 do not assume responsibility for the effects of the circumstances which, with the breach of the preceding paragraphs, Europejskie is not notified about. If the violation of the preceding paragraphs occurred as a result of willful misconduct, in case of

doubts, it is assumed that the incident provided in the agreement and its consequences are the result of the circumstances referred to in the preceding sentence.

5. The Insurer is obliged to inform Europejskie in writing of any change of address of residence or the seat of company.

#### **§ 7 Insurer's responsibilities in case of loss occurrence**

1. The Insurer is obliged to promptly notify Europejskie about loss occurrence as soon as possible, and not later than three days from the 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 consequences of the loss. There shall be no consequences of failure to notify the insurance underwriter about the accident if Europejskie in due time receives information about such circumstances of which they should have been notified.
2. If the accident occurs the Insured is obliged to use any available means to save the object of insurance, and avoid the loss or reduce its scale.
3. If the Insurer, either wilfully or by gross negligence, fails to use the means defined under section 2 above, Europejskie shall be free from any liability for the loss caused because of this.
4. Europejskie is obliged, within the sum insured, to reimburse costs resulting from the use of the means mentioned under section 2 above, provided that such means were reasonable, even if they proved ineffective.
5. In addition, the Insured shall be obliged to:
  - a) use all available means in order to reduce the loss and to secure the property at direct risk from the loss,
  - b) enable Europejskie to take actions aiming at the determination of the circumstances of loss occurrence, the legitimacy and amount of claim, deliver original documentation, give assistance and explanations, and when necessary, to release physicians from their duty of professional confidentiality,
  - c) comply with the recommendations of Europejskie, provide information and necessary powers of attorneys,
  - d) notify Europejskie about possession of another insurance policy covering the risks insured with this agreement and purchased with another insurance underwriter at the same time indicating the name of the insurance underwriter and the sum insured.
6. When a loss occurs the Insured is obliged to provide the insurance underwriter with:
  - a) loss report form (including a description of the circumstances of the incident and the extent of loss),
  - b) documents proving the event covered with insurance protection, and in order to document the legitimacy of the reported claim.
7. If the Insured failed to observe the obligations, referred to in section 5 and 6, and this affected the determination of the cause of the loss, the liability for the loss or the amount of indemnity, the insurance underwriter is entitled to reduce the amount of indemnity or refuse to pay indemnity.

#### **§ 8 Termination of insurance relation**

1. If the insurance agreement is concluded for a period exceeding six months, the Insurer shall be entitled to withdraw from the agreement within seven days from the day of entering into agreement. The withdrawal from the agreement does not exempt the Insurer from the obligation to pay premiums for the period in which Europejskie render the insurance cover.
2. In the case of withdrawal from the agreement during the insurance period, the Insurer is entitled to the reimbursement of premiums for the unused period of insurance.

#### **§ 9 Determination and payment of indemnity**

1. The Insurance Underwriter pays indemnity on the basis of recognition of the claim authorised in accordance with insurance agreement, as a result of the findings in the liquidation proceedings within 30 days from the date of receipt of the notice of the loss.
2. If the explanation of all the circumstances necessary to determine the liability of the Insurance Underwriter or the amount of the benefit specified in the time in section 1 proved to be impossible to provide, the benefit must be paid within 14 days from the date in which, with due diligence, the explanation of these circumstances becomes possible.
3. If one is not entitled to indemnity, or is entitled to indemnity at a different rate than the one specified in the claim reported, the Insurance Underwriter informs

the person making the claim about this in writing, pointing to the circumstances and the legal basis explaining the complete or partial denial of indemnity payment.

4. If the person entitled to claim for indemnity does not agree with the position of the Insurance Underwriter in terms of the refusal to satisfy the claim or in terms of the amount of indemnity, they may apply for reconsideration of the case, by writing to the following address within 30 days: Europäische Reiseversicherung AG Branch in Poland, ul. Chmielna 101/102, 80-748 Gdańsk,

#### **§ 10 Insurance recourse**

1. If not otherwise agreed, on the day of payment of the indemnity (benefit) by the Insurance Underwriter, the Insurer's claim against a third party responsible for the loss, in accordance with the law passes to the Insurance Underwriter up to the amount of the indemnity paid.
2. The Insurance Underwriter shall not take over any claim of the Insurer against persons with whom the Insured remains in common household or for whom they are responsible.
3. The Insurer is obliged to provide the Insurance Underwriter with the information and documents, and undertake activities necessary to effectively claim recourse rights by the Insurance Underwriter.
4. In case the Insured waives their rights towards third parties for any losses without the Insurance Underwriter's consent or in case of failure to fulfil the duties referred to in section 3 above, the Insurance Underwriter may refuse to pay indemnity in whole or in part, and if the indemnity is paid already - they may demand the refund respectively in whole or in part.

#### **§ 11 Multiple insurance**

1. If the same object of insurance at the same time is insured against the same risk in two or more insurance underwriters for sums, which in total exceed the value of insurance, each of the insurance companies is liable to the amount of loss in such proportion in which the sum insured assumed by them remains to the total of the sums resulting from double or multiple insurance.
2. If in any of the insurance agreements as referred to in section 1, it was agreed that the sum paid by the Insurance Underwriter upon insurance may be higher than the loss suffered, the payment of the benefit exceeding the amount of the loss, may be claimed only from this Insurance Underwriter by the Insurer. In this case, to determine the liability between insurance underwriters it is recommended to assume that in the insurance referred to in this paragraph the sum insured shall be equal to the insurance value.

#### **§ 12 Notifications and statements**

1. All notices and statements addressed to the Insurance Underwriter should be submitted in return of a written receipt or sent by registered mail.
2. If the Insurer / Insured changes their address and fails to notify the Insurance Underwriter, any letter sent by the Insurer to the last known address bears legal effects from the time it would have been served if the Insurer / Insured did not change the address.

#### **§ 13 Complaints and grievances**

1. Complaints and grievances of the Insured who is a natural person will be dealt with immediately by the Insurance Underwriter or authorized employee after submitting them in writing to the following address: Europäische Reiseversicherung AG Branch in Poland, ul. Chmielna 101/102, 80-748 Gdańsk.
2. After considering a complaint or grievance, the Insurer sends its position immediately to the address indicated in the complaint or grievance.

#### **§ 14 Disputes and claims for damages, applicable law**

1. Disputes arising from the insurance agreement hereof may be brought before the courts of general jurisdiction or competent court for a place of residence or a seat of the Insurer, the Insured or the person entitled on the basis of the insurance agreement.
2. The contracting parties may request the arbitration court to settle the disputes arising therefrom.
3. The insurance agreements concluded under these General Insurance Terms and Conditions shall be governed by the Polish law.

#### **§ 15 Exclusions of liability**

1. The insurance Underwriter is free from liability, if the insurer caused injury intentionally; in the event of gross negligence indemnity shall not be payable, unless the agreement or the General Insurance Terms and Conditions state otherwise, or the payment of

- indemnity under the given circumstances is justifiable.
2. When concluding an agreement on behalf of someone else, the rules referred to in section 1, shall apply respectively to the Insured.
3. The Insurance Underwriter's liability shall exclude the losses, which occurred as result of:
- strikes, internal riots, war operations, terrorist attacks,
  - intoxication with alcohol, drugs or other narcotic substances,
  - an attempt to commit or committing a suicide or a crime by the Insured,
  - an accident caused under the influence of alcohol,
  - driving a vehicle without the required license,
  - practicing extreme sports,
  - nuclear energy activity,
  - traveling by aircraft (excluding flights as a passenger, if the flight was performed in accordance with the binding law),
  - mental disorders.

## A Medical cost and transport insurance

### § 16 Object of Insurance

- Within their insurance coverage, Europejskie shall cover medical costs if the Insured suddenly falls ill or suffers from personal accident during a corporate travel outside the territory of Poland.
- Within their insurance cover Europejskie shall pay the costs of treatment abroad in the following cases:
  - treatment that is necessary and recommended by doctors, in particular the cost of hospitalization (including surgeries),
  - outpatient care and the purchase of medicines and dressings, infusion fluids, orthopedic aids (prosthesis, crutches) prescribed by a doctor, except for health supporting nutrients and cosmetic preparations,
  - premature delivery, which occurred no later than in the 32nd week of gestation. Within the sum insured Europejskie shall bear the costs of medical care, medicines, hospitalization, including the costs of the newborn's medical care,
  - dental treatment up to the amount of 500 Euro, only in cases of acute pain conditions, or if it is necessary due to trauma suffered as a result of a personal accident. Europejskie do not cover the costs of permanent dental crowns and dentures,
  - repair or purchase of glasses, and repair of prosthesis immediately after the accident, in case when damage is directly related to personal accident.

### § 17 Transport and repatriation

- Provided that there is liability resulting from the insurance of medical treatments costs, Europejskie shall cover additionally:
  - transport from the accident scene to the nearest facility of healthcare services,
  - transport to other health care facilities abroad when required by the health condition of the Insured,
  - the return transport to the country of residence to the place of residence, if required by the health condition of the insured, and the return transport cannot be carried out by the planned means of transportation,
  - transport after the completion of treatment to the place, from where the journey can be continued,
  - accommodation including the cost of food in the hotel, in case when the transport of the insured as referred to in point d, cannot be carried out immediately after the completion of treatment and the costs are accepted by the Emergency Centre,
  - 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,
  - costs related to a funeral abroad or to transport of the deceased's body to the country of residence (place of funeral).

### § 18 Psychological aid

Europejskie shall cover the costs of psychological or psychiatric consultation during a corporate travel outside the territory of Poland up to a maximum of 1,000 Euro when required by the health condition of the Insured caused by the accident covered with insurance protection.

### § 19 Sum insured

- The sum insured is specified in the policy or insurance certificate.

- Europejskie shall be liable maximum up to the amounts of sums insured, with the reservation of the limits specified in § § 16, 17 and 18 above.
- The amount referred to in § 16, section 2, point d) every time shall be reduced by the amount of the indemnity paid until it is fully consumed.

### § 20 Responsibilities of the insured

- The responsibilities of the Insured shall include:
  - immediately notify the Emergency Centre about a loss occurrence,
  - in the case of outpatient treatment, which is referred to in § 16, section 2 point b), it is necessary to obtain approval of the Emergency Centre to incur the costs over 500 Euro,
  - in the case of psychological assistance, as referred to in § 18, it is necessary to obtain approval of the Emergency Centre to incur the costs,
  - in the case of the costs associated with the funeral abroad purchase of a coffin, or transporting the body of the deceased to their country of residence (the place of burial), as referred to in § 17 point. g, it is necessary to obtain approval of the Emergency Centre to incur the costs. In the case of organizing transport by the family members of the Insured or third parties on their own, the Insurance Underwriter will reimburse the costs incurred, but only to the amount of costs, which the Emergency Centre would have paid for organizing the transport of the body of the Insured to the country of residence (place of burial),
  - 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,
  - release the public and non-public healthcare facilities from the obligation of their professional confidentiality,
  - submit original invoices proving costs incurred and documents of medical diagnoses, and other documents explaining the scope of medical aid,
  - 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.
- Failure to observe any of the duties referred to in section 1 provides the basis to refuse payment of indemnity respectively 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.

### § 21 Exclusions of liability

- The indemnity is not payable for the following costs:
  - an accident or illness, which are caused after alcohol consumption, or the consumption of other drugs / alcoholic beverages, barbiturates or narcotic substances,
  - which are related to pregnancy (including childbirth), and which appear after 32nd week of pregnancy,
  - incurred for preventive health care, vaccinations, check-ups during pregnancy,
  - which are covered by other insurance,
  - if the Insured is informed by the doctor that traveling represents a risk to health of the Insured,
  - treatment, about which the Insured knew before the travel commencement that, despite its planned course, will have to be carried out or will have to be continued (e.g. dialysis),
  - dental treatment not associated with providing the immediate medical assistance and expenses incurred in orthodontics,
  - abortion procedure, unless it has been made in order to save life or health,
  - treatment of mental disorders, with the reservation of the provisions of § 18,
  - plastic surgery or cosmetic surgery,
  - treatment in the event when the Insured refuses to return to their country of residence, and their health condition allows them to return to their country of residence,
  - practicing high-risk sports, with the reservation of the provisions of § 22,
  - high-performance sports, with the reservation of the provisions of § 23,
  - resulting from the treatment of consequences of chronic diseases, because of which the Insured was treated within the last 12 months before the date of concluding the insurance, with the reservation of the provisions of § 24.

### § 22 Insurance of high risk sports

At the request of the Insurer and for additional premium the parties are able to extend the scope of

cover to losses occurring as a result of practicing high-risk sports, within the scope specified in this section (A), with the reservation that the Insured covered by an extension must always be mentioned by name in the insurance agreement.

### § 23 Practicing high - performance sports

At the request of the Insurer and for additional premium the parties are able to extend the scope of cover to losses occurring as a result high performance sport within the scope specified in this section (A), with the reservation that the Insured covered by an extension must always be mentioned by name in the insurance agreement.

### § 24 Insurance of chronic diseases

At the request of the Insurer and for additional premium the parties are able to extend the scope of cover to losses occurring as a result treatment of chronic diseases within the scope specified in this section (A), with the reservation that the Insured covered by an extension must always be mentioned by name in the insurance agreement.

## B Assistance Insurance

### § 25 Object of Insurance

- On request, through the Emergency Centre, before and after the travel commencement, Europejskie shall inform about available medical assistance, and provided there is Europejskie's liability upon insurance of medical treatment costs, the Emergency Centre shall provide immediate "assistance" within the range specified in the following cases specified in § § 26-30
- The scope of insurance is specified in each case in the insurance policy or certificate.

### § 26 Illness / accident

- Hospital treatment
 

If the Insured is treated in hospital, Europejskie shall cover the following benefits:

  - 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.
  - Medical cost cover guarantee / settlement
 

The cost cover guarantee shall be granted to the hospital amounting to the maximum of the sum insured. 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.
- Patient's transport
 

If it is justified from a medical point of view, Europejskie shall organize 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. The transportation of the Insured shall be carried out with the means of transport adapted to their health condition (including, for example: air ambulance).

### § 27 Death

If the insured dies during the travel, Europejskie shall organise at the request of the relatives, the funeral abroad, or transportation of the remains to their country of residence.

### § 28 Accommodation costs of accompanying person

Europejskie shall cover the additional cost of food and accommodation for the person accompanying the Insured necessary to settle things related to the Insured's return to the Republic of Poland for a period not longer than 7 days, up to the equivalent in PLN amounting 100 Euro per day. Europejskie shall also cover the costs of transport of the person accompanying the Insured. Each time the type of transport will be specified by Europejskie.

### § 29 Costs of transport and accommodation of a person requested to accompany

If the Insured's stay in hospital outside the country of residence lasts more than seven days and they are not accompanied by any person of age, Europejskie organize the journey to the Insured's place of stay and the return journey to the place of residence for the closest relative of the Insured or other person designated by them, Europejskie shall cover the costs of transport and accommodation costs and meals for a

period not longer than 7 days, up to a maximum amounting 100 Euro per day. Each time Europejskie will specify the type of transport.

### § 30 Additionally, Europejskie 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 300 Euro. 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 hiring 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 personal 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 does not have a driving license. Europejskie shall cover the costs of hiring a driver up to a maximum of 500 Euro. In the case of driver's substitution costs being covered by Europejskie, no costs will be reimbursed related to repatriation of the Insured to their country of residence.

#### 3. Legal Aid

Europejskie will provide assistance in hiring a lawyer and an interpreter if the Insured infringes the law of the place of stay. Europejskie shall cover the judicial and legal costs as well as the costs of interpreter amounting up to 1,500 Euro. Europejskie shall also provide a loan for a deposit up to a maximum of 10,000 Euro. The Insured is obliged to reimburse payments made by Europejskie immediately, not later than three months after returning from the travel.

#### 4. Notification of family

In case an unpredicted event occurs, which is independent of the Insured, which caused the change or delay in the travel of the Insured, Europejskie, on request of the Insured, shall pass the necessary information to the family or employer.

#### 5. Flight delay

In case of delay, of at least 5 hours, organized by a carrier, associated in IATA, for which the Insured possess a valid ticket, Europejskie shall reimburse necessary expenses (not covered by the carrier) incurred by the Insured to a maximum of 200 Euro.

#### 6. Travel Delay

In case of delay, of at least 5 hours, of ship's departure, the departure of a train or bus during a trip abroad of the Insured, for which the insured has a valid ticket, caused by strike, labor unrest, mechanical failures or adverse weather conditions, Europejskie shall reimburse to the Insured the necessary and justified expenses (meals and accommodation) not covered by a carrier up to a maximum of 200 Euro for each event based on the original invoices.

#### 7. Change of flight booking

Europejskie shall cover the necessary and documented costs incurred by the Insured while changing the airline ticket reservations before the commencement of travel up to a maximum 200 Euro, provided that the Insured cannot travel in the originally scheduled time and means of transport due to:

- a) sudden disease or personal accident of the Insured,
- b) death, personal accident, sudden disease of the nearest relative if the cause of rebooking a flight is a death of the nearest relative of the Insured or the nearest relative of the person co-participating in the travel, Europejskie shall reimburse the cost incurred related to the rebooking, on condition that the death

occurred within 14 days immediately preceding the date of departure.

c) occurrence of loss in the property of the Insured, their nearest relative or co-participant in the travel: within 7 days immediately preceding the day of departure, resulting in the need for legal and administrative action and legally binding obligation of the Insured's presence. Europejskie are not liable for the cost of rebooking of plane tickets, if the reason for change of booking arose before the date of entering into insurance agreement. The insurance cover related to rebooking a flight exists, irrespectively of the fact whether Europejskie are liable for medical cost insurance.

#### 8. Delivery of medicines

Europejskie shall provide, on the request of the Insured, all necessary medicines or replacement medicines to replace the medicines, which were lost while travelling away from the country of residence of the Insured. The Insured is obliged to reimburse the costs of purchase of these medicines within 10 days from the date of travel termination. The insurance protection exists regardless of whether Europejskie are liable for medical cost insurance.

#### 9. VIP (Voyage Information Portal)

Europejskie shall provide authorised access to the travel portal. The portal contains information on individual countries, the risks associated with travel, indications concerning the required vaccinations, recommended medical facilities, etc.

### § 31 Procedure in the event of loss occurrence

1. When a loss occurs the Insured is obliged to immediately inform the Emergency Centre about the event. Moreover, in case of the occurrence of the events referred to in § 30 section 1 point a), the Insured is obliged to submit, prior to receiving the loan, a written confirmation of commitment to its return, and in case of the occurrence of an event specified in § 30, section 2, to submit, within 14 days of receipt of the amount, the written confirmation of reimbursement of the costs paid by Europejskie.

2. In the case of an event specified in § 30 section 4, the Insured is obliged to submit the original invoices and the confirmation of the carrier concerning the occurrence of delay and the duration of travel delay.

3. In the case of an event specified in § 30 section 5, the Insured is obliged to submit the original invoices and the confirmation of the carrier concerning the occurrence of delay and the duration of travel delay.

4. In the case of an event specified in § 30 section 6, the Insured is obliged to inform the carrier about the incident, in order to reduce the cost of change of plane tickets booking and obtain from them a written confirmation of this fact with the calculation of the costs resulting from a change in booking and inform the Emergency Centre about this event, as well as to obtain the approval to incur the costs associated with making changes to the original flight reservation.

5. The Insured shall be obliged to provide Europejskie with: the summary of costs related to change of reservation issued by the carrier and approved by the Emergency Centre, the insurance policy or certificate and Loss Report Form completed accordingly.

6. In case when the reason for the change of booking is a personal accident or sudden disease, the Insured is obliged to submit relevant medical documents proving this event, including a medical certificate confirming the sudden disease, and in case of death submit a copy of death certificate. Additionally, in case of a personal accident or sudden disease, on the request of Europejskie, it is required to submit a certificate of incapacity to work, as well as the above-mentioned medical certificates. Europejskie reserves the right to check, through the specialists, the reason for inability to travel, due to sudden illness or personal accident.

7. In case when the reason for the change of booking is a loss to the property of the Insurer / the Insured caused by a random event, it is recommended to submit the relevant documents confirming the occurrence of the event, and documents confirming the absolute necessity of the presence of the Insured at place of random event, during the planned travel.

8. In case when the reason for the change of booking is a loss to the property of the Insurer / the Insured, which is the consequence of a crime, it is recommended to submit a police report confirming the occurrence of the incident and documents proving the absolute necessity of the presence of Insured at a place of event, during the planned travel.

9. The failure to observe any of the duties referred to in section 1-8 provides the basis to refuse payment of indemnity respectively 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.

### § 32 Exclusions of liability

1. In case of the occurrence of the event specified in § 30 section 5 the indemnity is not payable in case of:
  - a) delays in a departure of a ship, or a train, or a bus in the territory of the Republic of Poland or another country of residence of the Insured,
  - b) strikes, Europejskie shall not pay the benefit, if the strike lasted before the day on which the ticket reservation was made by the Insured, or there was a warning concerning the possibility of its inception published in the mass media (radio, television, newspapers, Internet),
  - c) delays resulting from the withdrawal from service on permanent or temporary basis, of the ship, train or bus on the basis of resolution or recommendations of the port authorities, rail directorate or relevant authority at any country.

## C Personal accident insurance

### § 33 Object of Insurance

Within their insurance cover, the indemnity is paid in case of permanent health impairment, and in case of death due to personal accident suffered by the Insured during a corporate travel abroad.

### § 34 Permanent disability of the Insured person

1. If in case of the injuries suffered during the accident, the Insured suffers a permanent health impairment, Europejskie shall pay benefit being the equivalent of the proportion of the sum insured relevant to the proportion of health impairment.
2. The amount of benefit depends on the degree of permanent health impairment:
  - a) a permanent health impairment (excluding proven higher or lower health impairment) when the loss or functional incapacity applies to:

a hand at the shoulder .....	70%
a hand above the elbow .....	65%
a hand below the elbow .....	60%
a hand at the wrist .....	55%
a thumb .....	20%
an index finger .....	10%
another finger .....	5%
a leg above mid-thigh .....	70%
a leg up to mid-thigh .....	60%
a leg below the knee .....	50%
a leg up to the middle part of the leg .....	45%
a foot at the ankle joint .....	40%
a big toe .....	5%
another toe .....	2%
one eye .....	50%
hearing in one ear .....	30%
smell .....	10%
taste .....	5%
  - b) with partial loss or damage to the function of one of the body parts or any of sense organs, the respective proportion of health impairment adopted in point a) is assumed,
  - c) in case of loss or damage to an organ, apparatus or system, whose injury is not regulated on the basis of data from the point a) or b) the degree of permanent health impairment is determined by a doctor designated by Europejskie,
  - d) if as a result of the accident more than one mental or physical function are impaired, degrees of disability will be summed. Permanent health impairment, however, cannot exceed 100% of disability.
3. In case of loss or damage to an organ, apparatus or system, whose functions were already impaired before the accident due to illness or permanent health impairment resulting from a different incident, the degree of permanent health impairment shall be defined as the difference between the degree of permanent health impairment after the accident, and the degree of permanent health impairment existing prior to the accident.
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 authorized person and its amount is specified by a physician on the basis of the submitted medical documentation as a supposed degree of permanent health impairment.

6. If in case of the injuries suffered during a personal accident caused by aircraft crash, the Insured dies, the amount of indemnity due paid by Europejskie, in accordance with the sum insured indicated in the policy, will be doubled with the reservation of section 7 and 8 below.

7. When a group of Insured employees co-participating in the travel within one personal accident insurance agreement die, the amount of indemnity paid by Europejskie for the death of all insured persons cannot exceed six times the sum insured to a single person indicated in the policy.

8. In the situation referred to in section 7 above, the Insurance Underwriter will pay respectively to the persons authorized the amount proportionally decreased in regards to the number of people insured that have died as a result of one event.

### § 35 Payment of benefits in case permanent disability

1. The amount of permanent health impairment shall be determined immediately after the completion of treatment, including rehabilitation, not later than within 24 months from the date of the accident.

2. The amount of permanent health impairment is determined on the basis of medical documentation supplied by the Insured, by the doctors appointed by Europejskie.

3. Europejskie shall pay the indemnity due within 14 days from the date of the 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 authorized person.

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 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 willfully 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.

8. In the case of Insured's death the upper limit of Insurance Underwriter's liability is 100% of the sum insured indicated in the insurance policy or insurance certificate.

### § 36 Sum insured

1. The sum insured is specified in the policy or insurance certificate.

### § 37 Exclusions of liability

1. The indemnity is not payable either in the following cases:

- a) personal injury as a result of bacterial infection, virus or by contact with another contagious substance,
- b) bodily injury arising from the loss of consciousness, strokes, seizures, heart attacks,
- c) death and injuries caused as a result of treatment or the procedures carried out, unless the treatment or procedures were the consequence of the occurrence of accident covered by the insurance protection,
- d) infection, however, the insurance protection exists, if the Insured is infected with pathogenic micro-organisms because of wounds suffered as a result of a personal accident covered by the insurance protection.

## D The costs of rescue and search

### § 38 Object of Insurance

1. Europejskie shall cover the necessary and documented costs of rescue and search action, carried out in the mountains or at sea, by specialist rescue services in order to rescue life of the Insured, if the liability of Europejskie in relation to the costs of rescue and search is covered by the scope of insurance.

2. The search action costs shall be understood as the costs associated with the search in the mountains or at sea from the moment of the report concerning the person missing until finding them or discontinuance of search action of the Insured.

3. The rescue costs shall be understood as the costs of emergency medical care incurred from the moment of finding the Insured to the moment of transporting them to the nearest healthcare facility.

### § 39 Sum insured

1. The sum insured is specified in the policy or insurance certificate.

## E Insurance of travel cancellation costs / travel interruption

### § 40 Object of Insurance

1. Europejskie shall pay the costs associated with the resignation from the travel incurred when the resignation follows:

- a) the consequences of the severe accident, sudden severe disease or also death of the Insured or their close relative,
- b) due to loss in the property of the employer, the Insured or their nearest relative resulting from the random event or crime (e.g. burglary) provided that this causes the necessity to carry out legal and administrative actions and requires absolute presence of the Insured during the planned travel, and the event took place not more than 7 days before the planned travel,
- c) due to sudden and unpredicted consequences of natural disaster of large size, which the local authorities classify as a catastrophic situation, and which happens in the planned destination of the Insured's travel or in its vicinity.

2. Europejskie reimburse the costs of transport of the Insured to their country of residence, provided that the return by the previously planned means of transport is not possible. If the Insured is forced to disrupt their business trip with immediate effect due to the occurrence of the following events:

- a) sudden illness / accident, which result in a threat to life or death of the nearest relative of the Insured in their country of residence,
- b) significant loss, which occurred in the workplace or place of residence of the Insured resulting from a random event or from the consequence of crime (e.g. burglary), provided that this caused the necessity to carry out legal and administrative actions and required the immediate presence of the Insured in the place of residence / work

### § 41 The sum of insurance and personal contribution

1. The sum insured for each event during the insurance period is specified in the policy or insurance certificate.

2. The Insurer shall bear the cost of their own contribution in the amount of 20% in each loss, not less, however, than the equivalence 25 Euro in Polish currency per person. One's personal contribution shall be understood as the amount by which the Insurance Underwriter decreases the indemnity paid.

### § 42 Payment of indemnity

1. The indemnity is paid for the costs related to resignation from the trip, which shall be forfeited to the travel agency or carrier, according to their established rules regarding the cancellation of tickets or travel.

2. The indemnity paid upon insurance of cost of trip cancellation / travel interruption shall be paid to the employer (Insurer).

### § 43 Responsibilities of the insured

1. The return journey must be accepted by the Emergency Centre of Europejskie before its commencement.

2. The return journey must begin no later than at least 36 hours before the scheduled and booked travel home.

3. The return journey must be carried out by means of transport based on the widely available timetable, or as an alternative - a motor vehicle.

4. The cause of travel cancellation / interruption in the travel must be documented.

5. All expenses must be documented through the submission of original bills / invoices.

6. Failure to observe any of the duties mentioned above provides a basis to refuse to pay 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 damage or the amount of indemnity.

### § 44 Procedure in the event of insurance accident occurrence

1. When a loss occurs the Insured is obliged to provide Europejskie with the calculation of resignation costs issued by the travel agency, the cancelled ticket, insurance policy, and Loss Report Form completed accordingly.

a) if the reason for cancellation of travel / interruption in the travel is a personal accident, then relevant medical documents proving the event should be submitted including a medical certificate confirming this fact sudden disease, and in case of death, submit a copy of the death certificate. Moreover, in case of the occurrence of personal accident or sudden disease Europejskie shall request to provide them with a certificate of incapacity to work, as well as the above-mentioned medical certificates. Europejskie reserves the right to check through the specialists the reason for inability to travel, resulting from sudden disease or personal accident.

b) if the reason for cancellation of travel / interruption in the travel is the loss occurring in the property of the Insurer / Insured as a result of random event, then relevant documents confirming the occurrence of the event, and documents proving the absolute necessity of the presence of the Insured during the planned travel should be submitted,

c) if the reason for cancellation of travel / interruption in the travel is the loss occurring in the property of the Insurer / Insured being a consequence of a crime, it is recommended to submit a police report confirming the occurrence of the event, and documents proving the absolute necessity of the presence of the Insured during the planned travel,

d) in the event of travel cancellation as a consequence of natural disaster, it is recommended to attach the original copy of the written statement from relevant authorities.

2. Failure to observe any of the duties referred to in section 1 provides the basis to refuse payment of indemnity respectively in total or in part depending on to which such nonfeasance affects the determination of the cause of the accident, liability for the loss or the amount of indemnity.

### § 45 Limitation of Liability

The scope of coverage, in addition to losses resulting from the events listed in § 15, also excludes the costs of travel cancellation, if the resignation was due to chronic disease, because of which the Insured, next of kin of the Insured or co-participant in the travel is treated during the 12 months prior to travel booking date.

## F Travel insurance costs for a replacement person

### § 46 Object of insurance

Within their insurance cover the indemnity is paid for necessary and reasonable expenses, if the insured is forced to stop their business trip and, because of business reasons, must be replaced immediately by another person:

- a) in the event of a sudden illness / personal accident of the Insured, as a result of which, as indicated by their doctor is not able to do their job,
- b) in the event of a sudden illness / personal accident, which result in life threat or death of the nearest relative of the Insured remaining in the country of residence of the insured,
- c) In case of significant loss, which occurred in the workplace or place of residence of the Insured, arising from random events or resulting from a crime (e.g. burglary), provided that it resulted in the need for legal and administrative action and required the necessity of immediate presence of the Insured in the place of residence / work.

2. The indemnity paid upon insurance of cost of trip cancellation / travel interruption shall be paid to the employer (Insurer).

### § 47 Payment of indemnity

The indemnity is paid for the additional costs of travel carried out by regular means of transport operating on the basis of a timetable.

### § 48 Sum insured

The sum insured is specified in the insurance policy or certificate.

### § 49 Responsibilities of the insured

1. Travels must be approved by the Emergency Centre of Europejskie before their commencement.

2. The proof of incapacity to work of the Insured and the number of sick leave days must be delivered to Europejskie in the form of medical certificates issued by an impartial and qualified doctor.

3. The costs of travel tickets must be documented by submitting the original proof of purchase.

4. Failure to observe any of the duties referred to in section 1, 2 and 3 provides the basis to refuse payment of indemnity respectively in total or in part depending on to which such nonfeasance affects the determination of the cause of the accident or liability for the loss or the amount of indemnity.

## G Luggage insurance

### § 50 Object of Insurance

Within their insurance cover, the indemnity is paid for loss caused to baggage of the Insured during a corporate travel abroad. The insurance covers the luggage of the Insured, which is considered to include items necessary during the journey as well as gifts and souvenirs.

### § 51 Scope of Insurance

1. The insurance covers hand luggage, which is under the direct supervision of the Insured and luggage entrusted, not being under direct care of the Insured.
2. Europejskie shall pay indemnity for loss in the hand luggage caused by:
  - a) robbery,
  - b) accident of the means of transport (e.g. traffic accidents)
  - c) risks of fire and basic risks (the basic risks shall be understood a hurricane, flood, lightning, the collapse of the aircraft, hail, torrential rain, flooding and earthquake),
  - d) sudden illness or accident as a result of which the Insured lost their ability to look after the luggage.
3. Luggage entrusted (not under direct care of the Insured):
  - a) Europejskie shall cover with insurance protection the lost or damaged luggage, entrusted to a professional carrier or left in place of accommodation of the insured as well as left in the left-luggage office against the receipt,
  - b) Europejskie shall cover with insurance protection baggage left in the car - the luggage is covered with insurance protection only when stored in the 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 is locked with a safety lock.

### § 52 Exclusions of liability of the Insurance Underwriter

1. Photographic equipment, audio-video sets including accessories thereof, not being the property of the employer (the Insurer) shall not be 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 travel 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. The insurance does not cover works of art, antiques, and collections.
5. The insurance does not cover any vehicle accessories and any objects constituting the equipment of camping trailers.
6. The insurance does not cover damages involving the loss or damage of things in connection with their use.
7. The insurance does not cover computer software and data on the carriers of all kinds.
8. The insurance does not cover damages in 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 does not cover damages involving only damage or destruction of storage containers (suitcases, trunks, etc.).
10. The insurance does not cover mobile phones and portable computers of all types not owned by the employer (Insurer).
11. The insurance does not cover any types of samples, materials trading, commodities, etc.
12. The insurance does not cover damages resulting from the detention, destruction or confiscation by customs authorities or other authority.

### § 53 Amount of indemnity

1. When loss occurs Europejskie shall pay indemnity up to the amount of the sum insured.
  - a) in case of total loss of baggage Europejskie shall pay indemnity in 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. 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).

2. The indemnity is not payable for the slight damages such as scratches, or similar losses which are insignificant for the use of the object.
3. The property for which indemnity is paid becomes the property of Europejskie. If the lost object, for which the indemnity was paid, is found, the Insured shall deliver it and transfer it to Europejskie or promptly return the indemnity which has been paid.

### § 54 Sum insured

1. The sum insured is specified in the policy or insurance certificate.
2. The personal contribution of the Insured is introduced and it amounts 100 PLN in each loss.

### § 55 Responsibilities of the insured

1. The Insured shall be obliged to inform the nearest police station immediately of any losses caused as a result of crime, submitting a list of lost or damaged objects and obtain a written police report confirming the report of loss. In addition, the Insured shall be required to submit the above-mentioned report 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. In addition, the Insured shall be obliged to: submit the above mentioned 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, with observance of the time for submitting complaints, to carry out an inspection and to confirm this fact within 7 days from the date of its observance.
3. Failure to observe any of the duties referred to in section 1-2 provides the basis to refuse payment of indemnity respectively in total or in part depending on to which such nonfeasance affects the determination of the cause of the accident, liability for the loss or the amount of indemnity.

### § 56 Delay of baggage

1. Europejskie shall reimburse up to a maximum of 200 Euro, the costs of:
  - a) purchase of clothing and necessary toiletries in the case of baggage delay, if the delay in arrival of baggage exceeds 5 hours,
  - b) the expenditure on clothing and necessary toiletries if the checked baggage is delayed while home, and the Insured intends to go into a new business trip within 48 hours after arriving home.
2. In case of reporting the loss upon the delay of baggage delivery, the Insured shall submit the original invoices for the items purchased and the confirmation from the carrier concerning the occurrence and duration of the delay in baggage delivery.

## H Third Party Liability insurance

### § 57 Object of Insurance

Within their insurance cover the indemnity is paid in the event of the third party liability of the Insured in private life for causing death, bodily injury or health impairment (personal injury) or damage or destruction of property (property loss) caused to third parties, to remedy which the Insured is obliged under the law.

### § 58 The scope of insurance cover

1. Europejskie as part of their responsibility undertake to verify the legitimacy of claims, payment of due indemnities on behalf of the Insured, and the dismissal of claims which are not legitimate.
2. The payment of indemnity occurs only after the prior confirmation of the claim legitimacy by Europejskie, or on the basis of a valid court judgment.
3. In the event of litigation concerning the establishment of the third party liability of the Insured, Europejskie will take at their own expense, legal action acting on behalf of the Insured.
4. Europejskie shall cover the costs of an appointed or approved by them attorney at law, acting on behalf of the Insured in pending criminal proceedings against them, as a result of which the Insured may be held liable for their actions.
5. Europejskie shall not be responsible for the costs arising from the lack of consent of the insured to the conclusion of private arrangement with the aggrieved party or satisfying their claims.

### § 59 Sum insured

1. The guarantee sum, for one and all events in the period of insurance is specified in the policy or insurance certificate.

2. The guarantee sum is the upper limit of the indemnity for each event, for which the claim exists, even if several Insured persons are liable for the payment of indemnity, with the reservation of section 3.
3. In the case of damage to property within the meaning of § 50 the upper limit of Europejskie's liability is 50% of the guarantee sum specified in the policy or insurance certificate and the Insured's contribution in property loss amounts 200 Euro.

### § 60 Responsibilities of the insured

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.
2. The Insured is obliged to take any available measures in order to diminish the loss and to refrain from any actions leading to its enhancement; the Insured shall also enable Europejskie to carry out actions necessary to establish the circumstances of the loss, and the legitimacy and amount of claim. The obligation of the Insured is to collaborate with Europejskie in respect of explaining the circumstances of loss occurrence. In addition, the Insured shall be 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 the 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 required written consent of Europejskie shall not influence the liability of Europejskie.
6. Europejskie is entitled to provide explanations on behalf of the Insured, necessary to lessen or 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. Failure to observe any of the duties referred to in section 1-7 provides the basis to refuse payment of indemnity respectively in total or in part depending on to which such nonfeasance affects the determination of the cause of the accident, liability for the loss or the amount of indemnity.

### § 61 Insurance cover exclusions

1. The insurance does not cover any interests that accrued because of delays of the Insured in fulfilling their duties.
2. The scope of insurance coverage does not include losses:
  - a) caused by the Insured to their co-workers co-participating in the travel,
  - b) resulting from disease transmission by the Insured,
  - c) caused and resulting from the performance of professional activities,
  - d) caused by animals the Insured is the owner of,
  - e) which occur and are caused by the ownership or use of, or by driving automotive vehicles, flying and floating vehicles,
  - f) occurred during the hunt,
  - g) in property, which the insured person uses on the basis of lease, rental, leasing agreements, loan or other agreement for consideration,
  - h) in monetary value, documents, collections of archives, stamps, coins or works of art,
  - i) for which the Insured is responsible as a result of contractual transfer of third party liability or as result

of the extension of their liability arising from applicable law.

3. Moreover, the insurance coverage of third party liability does not cover:

- a) loss of a purely economic nature, i.e. economic loss, which have no connection with personal injury or loss in property,
- b) losses for which the Insured has taken responsibility above the binding law,
- c) expenses that were incurred due to the fact that the ship or aircraft had to change route of journey as a result of bodily injury suffered by the Insured.

## I Kidnapping

### § 62 Scope of insurance

1. If the insured person is kidnapped during the corporate travel, Europejskie shall pay compensation and will cover the cost of return travel to the country of residence of the Insured. Kidnapping shall be understood as an event when the kidnapper deprives the Insured of freedom against their will.
2. Compensation will be paid in the amount of 100 Euro for each day of the kidnapping, and can be paid for a maximum period of 60 days.
3. Europejskie will organize and cover the return travel costs to their country of residence, up to 2,000 Euro.
4. Europejskie may refuse to pay indemnity if the incident was caused by gross negligence of the Insured or persons for whom they are responsible.

### § 63 Responsibilities of the insured

1. The Insured must notify the Emergency Centre of Europejskie immediately after regaining their freedom.
2. The Insured must provide the Insurance Underwriter with the report on the incident prepared by the relevant services.

## J Insurance coverage in war zone / high risk zone

### § 64 Definition

The terms "war zone" (war zone) / "high-risk zone" (risk zone) refer to the areas where the following prevail: war, conditions similar to those of war, revolution, social unrest, riots, terror and similar, or else the areas affected by natural disasters earthquake or landslide - depending on the size or intensity of the phenomena. "High risk zones" may also include areas where all kinds of epidemics exist.

### § 65 Classification of risk areas

The current list of the war zones (war zone) and zones of high risk (risk zone) is published on the website: [www.vip-online.com](http://www.vip-online.com). The Insured is required to regularly check this list and be informed about which countries are qualified as "war zones" (war zone), or "high risk zones" (risk zone).

### § 66 Scope of insurance

In the case of travel to war zones areas (war zone) or high-risk zone (risk zone), the insurance coverage is applicable only under the conditions specified below:

1. The travel to the war zone (war zone) / high risk (risk zone).
  - a) The cover will be applicable only if the Insurer / Insured has informed Europejskie about their intention to travel to the war zone (war zone) / high risk (risk zone), paid an additional premium and obtained the confirmation from Europejskie upon insurance coverage during this trip. Europejskie reserve the right to refuse to provide protection if the risk in the suggested area is too high.
  - b) If the insurance coverage will be granted the scope, limits and the maximum amount of indemnity, which will apply are defined as follows:
    - in relation to medical expenses, according to the recorded provisions in Section A - within the limits of the sum insured;
    - in relation to assistance insurance (Section B) the extent of insurance coverage is limited to paragraphs No. 26-29 (medical assistance);
    - in relation to personal accidents in accordance with the provisions of Section C - within the limits of the sum insured;
    - in relation to the baggage insurance cover in accordance with the provisions of Section G, the following exclusions / limitations shall apply:
      - the maximum amount of indemnity to be paid is 50% of the sum insured as specified in the insurance policy or certificate.
2. If the area where the Insured stays is qualified as a "war zone" (war zone) / or "high-risk zone" (risk zone). If the area, while the Insured is already a resident in, is classified as the zone of war (war zone) / high-risk

zone (risk zone), the conditions of insurance in force earlier shall remain in force for a period of 14 days, from the day when the area was classified as a war area (war zone) or high-risk zone (risk zone). During this period, it is necessary to contact Europejskie, and the Insured may:

- leave the mentioned area;
- or, if Europejskie approve, purchase the insurance for the war area (war zone) or area of high risk (risk zone), in accordance with the provisions of Section 1 above.

### § 67 Exclusions of liability

1. Insurance does not apply in respect to losses that arise when the Insured takes part in the war, a fight in conditions close to war, revolution, social unrest, riots or other similar disturbances, or assumes the tasks associated with the above, as a person acting as a reporter, photo-reporter or the like.
2. All activities related to transport and repatriation will be undertaken immediately when the situation in war zone or high risk zone will allow to do it.

These General Terms and Conditions shall enter into force pursuant to the resolution of the Board No O2/GIC/2010 of 03.11.2010r. and apply to insurance agreements concluded from 15.11.2010.

Signatures of the Board

Chairman of the Board  
Richard Bader

Member of the Board  
Torsten Haase

**Sample Corporate Travel insurance sum depending on the variant.**

1. The scope of insurance may include:

<b>SCOPE OF INSURANCE</b>	<b>SUMS INSURED</b>
The cost of treatment and transport:	from 10,000 € to 150,000 €
- the costs of hospitalisation	up to the amount of the sum insured
- outpatient treatment	up to the amount of the sum insured
- dental treatment	500 €
- repair or purchase of glasses or dentures	YES
- transport and repatriation	to the sum insured KL
- the cost of purchasing a coffin	no limit
- psychological assistance	1,000 €
<b>ASSISTANCE:</b>	
Guarantee to cover the cost of treatment	up to the amount of the sum insured
Accommodation costs for an accompanying person	100 € for 1 person per 1 day, max 7 days, plus transportation costs
Costs of accommodation and transport of a person summoned	100 € for 1 person per 1 day, max 7 days, plus transportation costs
Organisation of transport of the insured	up to the amount of the sum insured
Loss of money, documents, luggage - Financial assistance	up to 300 € repayable loan
Substitute Driver	500 €
Legal Aid	1,500 €
Loan for deposit	10,000 €
Flight Delay	€ 200 (delay of more than 5 h)
Travel Delay	€ 200 (delay of more than 5 h)
Change of flight booking	200 €
Delivery of medicines	YES
Notification of family	YES
VIP Online Portal	YES
Costs of rescue and search	7,000 €
Accident insurance - personal injury	from 15,000 PLN to 100,000 PLN
Accident Insurance - death	from 15,000 PLN to 100,000 PLN
Baggage insurance	from 1,000 PLN to 8,000 PLN
Baggage delay insurance	€ 200 (delay of more than 5 h)
Travel insurance of a replacement person	from 1,000 € to 3,000 €
Insurance of travel cancellation costs / trip interruption costs	from PLN 10,000 to 40,000 PLN
Insurance of liability in private life for personal injury	from 50,000 € to 200,000 €
Insurance of liability in private life for damage to property	from 25,000 € to 100,000 €
<b>ADDITIONAL RISKS:</b>	
Performing physical labour	YES
Consequences of chronic diseases	YES
War Zones / High Risk Zones	YES
Kidnapping	YES
Practising high-risk sports	YES
Practising high-performance sports	YES