GENERAL TERMS AND CONDITIONS OF INSURANCE
WARTA TRAVEL plus

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CHAPTER I. PRELIMINARY PROVISIONS

Who and what can be insured?

Art. 1

1. Pursuant to these General Terms and Conditions of Insurance (hereinafter referred to as OWU) to the extent specified in the insurance contract, we insure natural persons and provide with insurance coverage in travel, in one of the selected geographical zones:
   1) zone 1 – the territory of Europe, including the European part of Russia, the Asian part of Turkey, and Cyprus (S1),
   2) zone 2 – the territory of the entire world (S2).

2. Subject to Art. 1.3, the insurance contract is concluded with basic coverage (P), and subject to an additional premium – with additional coverage (D), as specified in the table below:

<table>
<thead>
<tr>
<th>SUBJECT OF INSURANCE</th>
<th>INSURANCE COVERAGE</th>
<th>AVAILABILITY OF BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) COSTS OF MEDICAL TREATMENT:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) sudden illness</td>
<td>P</td>
<td>S1*/S2*</td>
</tr>
<tr>
<td>b) accidents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) PERSONAL ACCIDENT INSURANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) death of the Insured</td>
<td>P</td>
<td>S1/S2</td>
</tr>
<tr>
<td>b) permanent bodily injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) ASSISTANCE STANDARD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) emergency medical assistance</td>
<td>P</td>
<td>S1/S2</td>
</tr>
<tr>
<td>b) transport of the Insured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) delivery of information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) early return of the Insured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) legal assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) recovery and re-direction of luggage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) assistance in recovering lost documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h) rescue service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) ASSISTANCE SUPER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) return of the Insured’s close friend or relative</td>
<td>D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>b) travel continuation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) care over underage children</td>
<td></td>
<td></td>
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<tr>
<td>d) substitute driver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) visit by a close friend or relative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) provision of indispensable personal belongings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) financial assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h) accommodation for the duration of convalescence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) interpreter/translator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) CIVIL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6) TRAVEL LUGGAGE (including sports equipment) and delay in luggage delivery</td>
<td>D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>7) COSTS OF CANCELLING PARTICIPATION IN TRAVEL PACKAGE</td>
<td>P/D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>8) COSTS OF ACCOMMODATION CANCELLATION</td>
<td>P/D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>9) COSTS OF TICKET CANCELLATION</td>
<td>P/D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>10) COSTS OF FLIGHT CANCELLATION / DELAY</td>
<td>D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>11) CONTINUATION OF POST-ACCIDENT MEDICAL TREATMENT IN POLAND</td>
<td>D</td>
<td>S1/S2</td>
</tr>
<tr>
<td>12) SKIPLUS</td>
<td>D</td>
<td>S1/S2</td>
</tr>
</tbody>
</table>

excluding the Republic of Poland
3. Insurance against the costs of cancelling participation in a travel package, cancellation of accommodation, ticket cancellation, may be purchased separately, without concluding a basic contract.

4. Depending on the geographical zone (S1 or S2) and subject of insurance, the contract may be extended by the risks specified below:

<table>
<thead>
<tr>
<th>SUBJECT OF INSURANCE</th>
<th>RISKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AMATEUR SKIING</td>
</tr>
<tr>
<td>1) COSTS OF MEDICAL TREATMENT</td>
<td>S1/S2</td>
</tr>
<tr>
<td>2) PERSONAL ACCIDENT INSURANCE</td>
<td>S1/S2</td>
</tr>
<tr>
<td>3) ASSISTANCE STANDARD</td>
<td>S1/S2</td>
</tr>
<tr>
<td>4) ASSISTANCE SUPER</td>
<td>S1/S2</td>
</tr>
<tr>
<td>5) CIVIL LIABILITY</td>
<td>S1/S2</td>
</tr>
<tr>
<td>6) TRAVEL LUGGAGE</td>
<td>S1/S2</td>
</tr>
<tr>
<td>(including sports equipment) and delay in luggage delivery</td>
<td></td>
</tr>
<tr>
<td>7) COSTS OF CANCELLING PARTICIPATION IN TRAVEL PACKAGE</td>
<td></td>
</tr>
<tr>
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<tr>
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<tr>
<td>11) CONTINUATION OF POST-ACCIDENT MEDICAL TREATMENT IN POLAND</td>
<td>S1/S2</td>
</tr>
<tr>
<td>12) SKIPLUS</td>
<td>S1/S2</td>
</tr>
</tbody>
</table>

* excluding the Republic of Poland

5. A contract concluded with an extension covering extreme sports is concluded jointly with an extension for amateur skiing.

6. In a contract covering the costs of medical treatment concluded on account of persons over 70 years of age, an extension is required to cover the risk of effects of chronic diseases.

7. Insurance contracts may be concluded directly by the Insured person, or indirectly on his/her own account by a third party (Insuring Party).

8. The contract is concluded with Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" Spółka Akcyjna hereinafter referred to as WARTA).

**What do the terms mean?**

**Art. 2**

1. **Amateur skiing** – recreational downhill, cross-country, water skiing, snowboarding, windsurfing, snowmobiling and jet skiing, on marked trails, ski routes, in designated waters.

2. **COK** – CUSTOMER SERVICE CENTRE (Polish: CENTRUM OBSŁUGI KLIENTA). An organisational unit that on behalf of WARTA arranges, or arranges and provides assistance services to the Insured, as specified in these General Terms and Conditions of Insurance (Polish: Ogólne Warunki Ubezpieczenia, OWU).

3. **Chronic diseases** – long lasting diseases, usually months or years, treated continuously or periodically.

4. **Hostilities** – when the territory of a country, in whole or in part, is subject to military activities resulting from a military conflict of the country with other countries, or a civil war.
5. **Travel package** – all kinds of trips and sojourns away from the place of residence, lasting over 24 hours, organised by a travel agency, workplace establishment or another organisational entity, in the form of: trips, summer camps, camps for children and youth, package holidays, incentive travel packages, as well as sojourns in sanatoriums and guest houses, sojourns in cottages, accommodation or holiday apartments rented by institutional organiser.

6. **Burglary (breaking and entering)** – an action of illegal seizure of the insured objects for appropriation, after removal of the existing security, using physical force or tools.

7. **Country of permanent residence** – the country of which the Insured is a citizen or the country in which the Insured is currently covered by social insurance on the basis of a settlement permit;

8. **Place of residence** – the address of residence in the territory of the Republic of Poland, designated in the insurance contract.

9. **Sudden illness** – a sudden medical condition that occurred after crossing the border of the Republic of Poland, threatening the life or health of the Insured, requiring immediate medical assistance, resulting in a need for medical treatment before completion of the trip;

10. **Consequences of chronic diseases** – intensification of a chronic disease occurring in a sudden way after crossing the border of the Republic of Poland, requiring immediate medical assistance, and resulting in a need for medical treatment before completion of the trip.

11. **Personal accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, independent of his/her will, suffered a permanent injury, health disorder or died.

12. **Close friend or relative** – member of the Insured’s immediate family, i.e. spouse/cohabitant, child, stepchild, adopted child and child accepted for upbringing, parent, sibling, parents-in-law, grandparents.

13. **Accessories** – auxiliary equipment related to a sports discipline that the Insured is going to practise during his or her travel, such as ski bindings, skog, aquadrive, harness lines.

14. **Travel** – the period from leaving the place of residence in the territory of the Republic of Poland until the return to the place of residence.

15. **Prostheses** – any artificial replacement (instrument, device) of a missing part of the body or organ.

16. **Professional carrier** – an enterprise holding licences required enabling the payable transport of persons.

17. **Robbery** – effects resulting from robbery, i.e. illegal seizure of insured objects using physical violence or threat of its immediate use or rendering a natural person unconscious or vulnerable;

18. **RP** – the Republic of Poland.

19. **Extreme sports** – high risk sports – air, water, land sports, practised in order to get maximum sensations, in particular: mountain and rock climbing, speleology, motorsports or water motorsports, motocross, hunting, martial arts and self-defence sports, mountain biking, skiing outside marked ski runs, ski jumping, diving with the use of specialized equipment, freediving, canyoning, rafting, sea sailing, ballooning, bungee, B.A.S.E. jumping, surfing, kitesurfing, paragliding, parachuting, gliding, car rallies. Extreme sports shall also be regarded as participation in expeditions or excursions to places characterised by extreme weather or natural conditions, e.g. mountains higher than 5 500 m above sea level, glacial areas (with the exception of signposted pistes), jungle.

20. **Permanent bodily injury** – permanent defect of structure and function of an organ or a system, causing a permanent malfunction.

21. **State of emergency** – an increased military readiness introduced by decision of the national authorities in the whole country or a part thereof, resulting from a threat of military conflict, social unrest, riots, catastrophes, epidemics.

22. **Personal injury** – damage resulting in death, bodily injury or health disorder.

23. **Material loss** – damage occurring as damage to, destruction or loss of property.

24. **Insuring Party** – a natural person, a legal person or an organisational entity without legal personality, entering into an insurance contract.

25. **Family insurance** – a contract concluded on account of minimum one adult aged above 21 years of age (parents, grandparents, legal guardians) and an accompanying child/children or teenagers, aged under 18 years of age.

26. **Group insurance** – a contract concluded on account of a group of minimum 6 persons.
27. **Insured** – a natural person with permanent or temporary residence in the Republic of Poland, on account of whom the insurance contract has been concluded. Temporary residence shall be understood as a documented intention to stay in the territory of the Republic of Poland in connection with work/education for a minimum period of 1 year.

28. **Assistance services** – services provided to the Insured by COK in connection with events specified herein.

29. **Replacement value** – the value equivalent to the costs of repair or if repair is impossible, the costs of purchase of a new item – the same or similar, of the same (or similar) brand, type and class, subject to the average prices prevailing at the Insured's place of residence in the Republic of Poland.

30. **Competitive practising of sports** – practising of sports in sections or clubs entailing regular participation in training camps, sporting events (includes also professional practicing of sports).

31. **Performance of work** – activities taken up by the Insured in the form of employment, wage earning, apprenticeships, voluntary work. Performance of work shall be understood as performance of all works increasing the risk of damage, in particular activities involving the use of hazardous tools, chemicals, work at height, assembly and construction works, transportation works in agriculture, work underground, in metallurgy, work in catering services.

32. **Fortuitous event** - any event resulting from operation of natural forces, independent of the will of the Insured, i.e. fire, hurricane, flood, torrential rain, hail, avalanche, strike of lightning, earthquake, earth collapse or slide, explosion, aircraft fall.

**CHAPTER II. COSTS OF MEDICAL TREATMENT**

**Subject of insurance or what WARTA insures and what it is liable for**

Art. 3

1. The insurance covers any required and documented medical treatment costs of the Insured who during a trip had to undergo immediate medical treatment in the country of event as a result of:
   1) sudden illness or accident that occurred after crossing the border of the Republic of Poland,
   2) accident that occurred in the territory of the Republic of Poland.

**What are the duties of WARTA when damage occurs?**

Art. 4

We make payments or we reimburse expenses – up to the insured amounts specified in the insurance contract – related to medical treatment covering:

1) hospitalisation and hospital treatment,
2) doctor’s visits,
3) tests, surgeries and operations recommended by the doctor,
4) purchase of the necessary medications and dressings prescribed by the doctor
5) transport:
   a) between medical clinics where medical assistance was provided,
   b) to the place of accommodation after medical treatment was provided,
   provided that such transport was recommended by the doctor in charge due to the condition of the Insured,
6) repair/purchase of eyeglasses/contact lenses or repair of prostheses provided that:
   a) such repair/purchase was indispensable for the correct functioning of the Insured during the planned trip,
   and
   b) the damage was related to an accident referred to in Art. 2.11.

**Sum insured – what is our maximum liability?**

Art. 5

1. The sum insured is the upper limit of WARTA's liability as agreed with the Insured and may amount to:
### Costs of Medical Treatment

<table>
<thead>
<tr>
<th>Costs of Medical Treatment</th>
<th>Sum Insured (in PLN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 000 60 000 80 000 120 000 160 000 250 000 400 000 600 000 800 000</td>
<td></td>
</tr>
</tbody>
</table>

Separate dedicated sums insured are set for the following types of treatment:

1. **Costs of dental treatment**: 1 000
2. **Costs of treatment related to pregnancy and childbirth**: 4 000
3. **Costs of repair / purchase of eyeglasses/contact lenses and repair of prostheses**: 2 000

2. For persons travelling to zone 2 countries, as specified in Art. 1.1, the minimum sum insured for medical costs is PLN 80 000.

3. The sum insured for costs of medical treatment refers to each event – a sudden illness or accident.

4. The sum insured for:
   a) dental treatment,
   b) costs of treatment related to pregnancy and childbirth,
   c) costs of repair / purchase of eyeglasses/contact lenses and repair of prostheses
   refers to one and all events covered with the insurance and that occur during the insurance period.

5. The sum insured specified in the contract covers each Insured separately.

6. The sums insured are translated into the currency in which the benefit will be provided at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day of the event.

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### What is WARTA not liable for?

**Art. 6**

1. We shall not be liable for costs resulting from:
   1) medical contraindications to travel for health reasons,
   2) indications before the trip to perform a medical operation or undergo treatment,
   3) treatment exceeding the scope necessary to restore the health condition sufficient for the Insured to return to his/her place of residence,
   4) treatment at the place of residence,
   5) treatment at the country of permanent residence of the Insured, other than the Republic of Poland,
   6) treatment in the Republic of Poland with the exception of costs of treatment of consequences of accidents that occurred in the territory of the Republic of Poland as referred to in Art. 3.1.2,
   7) childbirth and the related treatment and medical care of the mother or the child if the childbirth took place after 32nd week of pregnancy,
   8) artificial insemination or treatment of infertility,
   9) artificial miscarriage – with the exception of ectopic pregnancy,
   10) bodily injury and health disorder resulting from treatment or medical procedures irrespective of who performed them,
   11) wilful actions or gross negligence by the Insured, unless in the case of gross negligence, the compensation payment is due to the aspects of equity in the specific applicable circumstances,
   12) treatment of chronic diseases,
   13) treatment of illnesses resulting from contracting HIV virus and sexually transmitted diseases irrespective of the method it may have been contracted,
   14) plastic surgery,
   15) preventive and prosthetic dental treatment,
   16) treatment by the Insured or treatment by a doctor who is a close friend or relative to the Insured,
   17) an attack of epilepsy,
   18) nervous or psychological disorder of the Insured,
   19) events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
   20) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
   21) participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
   22) events related to professional practicing of sports,
   23) acting contrary to the local law and orders of local authorities,
   24) attempted or committed crime or suicide by the Insured,
preventive treatment, e.g. immunisation, preventive and periodic check-ups and acupuncture, chiropractic treatment, cryotherapy, physiotherapy,
trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water,
treatment and sojourn in sanatoriums and spas and special nourishment centres, even if recommended by the doctor.

What should the Insured do in the case of injury?

Art. 7

1. In the case of injury, the Insured shall be obliged to:
   1) seek immediate medical assistance as far as possible using public medical services or immediately notify COK to seek adequate medical assistance,
   2) obtain medical documentation with the diagnosis justifying the need to seek immediate medical assistance or hospitalisation,
   3) collect evidence related to sudden illness or accident to justify claims,
   4) upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation,
   5) if costs are covered by the Insured, the injury shall be immediately reported to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the injury,
   6) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed injury notification form along with medical documentation related to the event and confirming the claims are justified.

2. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 7.1.5, WARTA may reduce the compensation accordingly if such failure resulted in increased injury or prevented WARTA from determining the circumstances and consequences of the accident or sudden illness.

3. If the other conditions referred to in Art. 7.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event, liability of WARTA, or the determination of the extent of the injury.

4. WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident or sudden illness.

5. WARTA may refuse to pay compensation or reduce the compensation if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in Art. 7.4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.

How is the amount of compensation determined and how is the compensation paid?

Art. 8

1. Determination of the grounds of claims – or determination if compensation is due and the amount of compensation – is made on the basis of documentation submitted by the Insured; however, WARTA is entitled to verify the documentation and obtain specialist opinions.

2. The following documents are required to confirm the reported claims:
   1) evidence confirming the need for immediate medical treatment resulting from a sudden illness or accident,
   2) original bills, original payment evidence for the medical assistance provided and purchased medicines and dressings, identifying the treated person,
   3) medical documentation from earlier treatment.

3. The obligations resulting from contracts insuring medical treatment costs shall be executed directly by WARTA or via COK to the bank account of the medical institution that provided assistance to the Insured, subject to Art. 8.4.

4. When the costs of treatment are covered directly by the Insured, the expenses will be refunded directly to a PLN bank account in the Republic of Poland designated by the Insured.
When costs have been incurred by the organiser of the travel package in which the Insured participated, the expenses may be refunded to the organiser that will have priority in satisfying its claims. Such solution applies to general insurance contracts.

5. Costs and expenses related to treatment that is subject to insurance coverage, incurred in foreign currencies, shall be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.

CHAPTER III. CONSEQUENCES OF PERSONAL ACCIDENTS

Subject of insurance or what WARTA insures and what it is liable for

Art. 9

1. The insurance covers the consequences of accidents resulting in permanent bodily injury, health disorder or death of the Insured, caused by an external reason, independent of the will of the Insured, which occurred during a trip.

2. The insurance covers:
   1) death of the Insured, resulting from an accident,
   2) permanent bodily injury resulting from an accident.

What are the duties of WARTA when injury occurs?

Art. 10

We pay benefits up to the sums insured specified in the insurance contract in the following instances:
   1) death of the Insured equivalent to 100% of the sum insured,
   2) permanent bodily injury

   in the amount of benefit corresponding to the percentage of permanent bodily injury as ascertained by doctors of WARTA in relation to the sum insured. Irrespective of the amount of the disbursed benefit, we shall refund the Insured the necessary expenses incurred for trips within the Republic of Poland with the cheapest means of travel to the doctors designated by WARTA and the costs of tests requested by the doctors required to justify the claims to be performed in the Republic of Poland.

Sum insured – what is our maximum liability?

Art. 11

1. The sum insured is the upper limit of WARTA’s liability as agreed with the Insured and may amount to:

   CONSEQUENCES OF PERSONAL ACCIDENTS | SUM INSURED (in PLN)
   --- | ---
   1) death of the Insured | 5 000 | 10 000 | 20 000 | 30 000 | 50 000
   2) permanent bodily injury | 100% of the sum insured | % of the sum insured

   1. The sum insured of the consequences of accidents relates to each event covered by the insurance contract and that occurred during the insurance period.
   2. The sum insured covers each Insured separately.

What is WARTA not liable for?

Art. 12

We shall not be liable for events resulting from:
   1) attempted or committed crime or suicide by the Insured,
   2) wilful actions or gross negligence by the Insured unless in the case of gross negligence, the compensation payment is due to the aspects of equity in the specific applicable circumstances,
   3) an attack of epilepsy,
   4) nervous or psychological disorder of the Insured,
   5) events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
   6) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
   7) bodily injury, resulting from treatment or medical procedures irrespective of who performed them,
   8) trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water etc.
   9) riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
10) events related to professional practicing of sports,
11) acting contrary to the local law and orders of local authorities.

**What should the Insured do in the case of injury?**

**Art. 13**

1. In the case of injury, the Insured shall be obliged to:
   1) seek immediate medical assistance,
   2) obtain medical documentation confirming medical diagnosis,
   3) collect evidence related to the accident to justify claims,
   4) immediately report the injury to COK to the telephone number designated in the insurance document, at the latest within 7 days of return from the trip, or after disappearance of the reasons preventing earlier notification of the injury,
   5) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with medical documentation related to the event and confirming the claims are justified,
   6) upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation, in order to determine the permanent bodily injury,
   7) in the case of death of the Insured – the person entitled to receive the benefit shall additionally submit an extract from the death certificate and a document confirming relationship or kinship with the deceased.

2. If due to wilful misconduct or gross negligence, the Insured failed to report the injury within the timeframe specified in Art. 13.1.4, WARTA may reduce the compensation accordingly if such failure resulted in increased injury or prevented WARTA from determining the circumstances and effects of the accident.

3. If the other duties referred to in Art. 13.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the injury.

4. WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident.

5. WARTA may refuse to pay compensation or reduce the compensation if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in Art. 7.4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.

**How is the amount of benefit determined and how is the compensation paid?**

**Art. 14**

1. Determination of the grounds of claims – or determination if compensation is due and the amount of compensation – is made on the basis of documentation submitted by the Insured or the Authorised Person; however, WARTA is entitled to verify the documentation and obtain specialist opinions.

2. The evidence confirming the notified claim shall include in particular:
   1) full medical documentation from the medical treatment after the accident,
   2) medical documentation from before the accident.

3. The benefit for permanent bodily injury is disbursed as a percentage of the sum insured equivalent to the permanent bodily injury suffered by the Insured.

4. Determining the percentage of the permanent bodily injury will not be subject to the profession of the Insured.

5. The percentage of permanent bodily injury shall be determined by WARTA on the basis of documents submitted by the Insured and the Table of standard percentage of permanent bodily injury of TUiR “WARTA” S.A. which is available on the website [www.warta.pl](http://www.warta.pl).

6. In the case of extended treatment, the percentage of permanent bodily injury shall be determined at latest 24 months from the date of the accident.

7. In the case of loss of or damage to an organ or a system whose functions were impaired before the accident as a result of an illness or a permanent bodily injury, the percentage of permanent bodily injury resulting from the accident is determined as the difference between the extent of detriment to health after the accident and the condition before the accident.

8. If as a result of an accident covered by WARTA the Insured died within less than two years from the accident, we shall pay a one-off benefit equivalent to the sum insured.
9. If the Insured is disbursed a benefit related to a permanent bodily injury and subsequently died as a result of the same accident, the death benefit shall be disbursed net of the amount disbursed earlier.

10. If the Insured died after the determination of a percentage of permanent bodily injury and the death was not related to the accident, the benefit for permanent bodily injury not disbursed before the Insured’s death shall be disbursed to the Authorised Person; if there is no Authorised Person, documented expenses of the funeral shall be refunded to the person who incurred such expenses, up to the amount of the damage.

11. If the percentage of permanent bodily injury has not been determined before the Insured’s death, the permanent bodily injury shall be the probable percentage of permanent bodily injury as assessed by WARTA’s doctors.

12. The benefits resulting from insurance contracts covering consequences of accidents are disbursed in the Republic of Poland in PLN.

CHAPTER IV. ASSISTANCE SERVICES

Subject of insurance or what WARTA insures and what it is liable for

Art. 15

The insurance covers assistance services provided in connection with events that occur during a trip – consisting in the organisation and coverage of costs of benefits provided to the Insured via COK – subject to the terms and conditions specified herein.

What are the duties of WARTA when damage occurs?

Art. 16

We organise or we organise and cover the costs of assistance services as follows:

1. STANDARD covering:

   1) emergency medical assistance
      provision of first medical advice by telephone on the basis of the information obtained from the Insured, if required, organisation of medical assistance with the costs covered from the insurance of medical treatment costs,

   2) transport of the Insured
      organisation and coverage of the costs of:
      a) transport of the Insured from the site of the accident or sudden illness to a hospital or an outpatient treatment centre with medical means of transportation, excluding rescue costs referred to in Art. 16.1.8
      b) return of the Insured in conditions recommended by the doctor attending to the Insured in consultation with a doctor designated by COK, to:
         - place of residence,
         - a medical institution close to the place of residence
      for continued treatment.
      When a county other than the Republic of Poland is the Insured’s country of permanent residence, WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland.
      The benefit additionally covers the costs of accommodation of the Insured (maximum 3 nights) if the Insured is not transported on the day he/she leaves the hospital for reasons independent of WARTA.
      c) transport of the Insured’s body – arranging for all formalities and cover of costs related to transport of the Insured’s body to a place in the Republic of Poland designated by a close friend or relative.
         Upon request of a close friend or relative, COK may also arrange and cover the costs of:
         - cremation and transport of the ashes to the Republic of Poland,
         - transport of the body/ashes to the Insured’s place of residence outside the Republic of Poland,
         - burial in the country of the event covered by insurance,
      up to the amount of costs WARTA would have incurred organising the transport of the Insured’s body to the Republic of Poland.
      If the transport is organised by third parties, WARTA will refund the relevant expenses up to the amount WARTA would have incurred if it organised the transport.
3) delivery of information
   delivery – upon a request of the Insured – to a person designated by him/her in the Republic of Poland of an urgent message related to any event covered by insurance,

4) early return of the Insured
   arrangement and coverage of the costs of return of the Insured and his/her close friends or relatives travelling together to his/her place of residence in the following instances:
   a) a sickness hazardous to the life of a close friend or relatives of the Insured,
   b) death of a close friend or relatives of the Insured,
   c) occurrence of a fortuitous event at the Insured’s place of residence and a need to perform related legal and administrative actions.
   The costs of return by means of transportation selected by COK will be covered only when the means of transportation planned earlier cannot be used,

5) legal assistance
   arrangement and coverage of lawyers’ costs in proceedings in bodies of justice or in other proceedings when the Insured falls in conflict with the local law when staying outside the territory of the Republic of Poland.
   Legal assistance will not be arranged and the relevant costs will not be covered when the situation requiring legal assistance is related to:
   a) the work or professional activity of the Insured,
   b) owning or driving a mechanical vehicle by the Insured,
   c) involvement of the Insured in criminal activity,
   d) committed or attempted crime by the Insured within the meaning of the local regulations,

6) recovery and re-direction of luggage
   arrangement and coverage of the costs of dispatch to the Insured’s place of residence of luggage owned by the Insured that has been lost or misdirected by the carrier,

7) assistance in recovering lost documents
   provision of the Insured with information on the actions to be taken in the case of loss or theft of: personal documents (passport, ID card), insurance documents (policy), bills of exchange, credit card or ticket (bus, air, rail, ferry ticket).
   When the Insured loses his/her credit card, COK – pursuant to his/her written authorisation – shall take action to block the insured’s bank account provided the bank maintaining the Insured’s account accepts such form of card cancellation,

8) rescue services
   we arrange and cover the costs of providing assistance to the Insured covering the following costs:
   a) search action performed by special rescue services on land, in mountains, on water,
   b) provision of medical assistance at the site of the event,
   c) transport from the place of the event to the closest place of medical assistance.
   If the search is organised by third parties, WARTA will refund the relevant expenses up to the amount WARTA would have incurred if it organised the service.

2. SUPER covering:
1) return of the Insured’s close friends or relatives
   arrangement and coverage of the costs of return of the Insured’s close friends or relatives travelling together with the Insured in the case of required hospitalisation or return to the place of residence or a medical institution, confirmed with a written recommendation of the attending doctor.
   The costs of return of the close friends or relatives to the Republic of Poland by means of transportation selected by COK will be covered only when the means of transportation planned earlier cannot be used,

2) travel continuation
   arrangement and coverage of the costs of return of the Insured who participates in a travel package, from the place where medical treatment is provided to a place to continue the interrupted trip.
   The costs of continuation of the planned travel by means of transportation selected by COK will be covered only when in the opinion of a COK doctor the Insured’s health condition is adequate to continue the trip,
3) care over underage children

a) arrangement and coverage of the costs of care over underage children in the country of the event or return of the children to the place of residence when the Insured who is the sole guardian of the children accompanying the Insured requires hospitalisation or transport to the Insured’s place of residence,

b) arrangement and coverage of the costs of accommodation of the guardian travelling jointly with an underage child when the child requires hospitalisation as a result of an event covered by the insurance and provided that the attending doctor in consultation with a COK doctor recommends permanent presence of the guardian with the child in hospital,

4) substitute driver

arrangement and coverage of the costs of hiring a professional driver or another person holding a driving licence who will transport the Insured to his/her place of residence when the Insured’s health condition confirmed in writing by the attending doctor prohibits the Insured from driving his/her own car and the person accompanying the Insured does not have a driving licence,

5) visit by a designated person

arrangement and coverage of the costs of transport by means of transportation selected by COK and costs of accommodation for maximum 4 days of one adult person resident in the Republic of Poland, designated by the Insured.

The costs of a visit by a person designated by the Insured shall be covered in circumstances when the Insured’s health condition is dangerous to his/her health and prevents his/her return to the place of residence or if hospitalisation in the country of the event is expected to last more than 10 days,

6) provision of indispensable personal belongings

arrangement and coverage of the costs of dispatch of personal belongings required to continue the trip (contact lenses, eyeglasses, etc.) to the place of sojourn of the Insured in the case of damage, loss or destruction resulting from an accident.

The service can be performed if COK is provided with the required objects,

7) financial assistance

deposit of a bail required by a court or other authorities (a body of administration or the police) of the Insured’s country of sojourn – to free the Insured from forced detention or arrest; coverage of financial obligations related to the loss, damage or destruction of means of payment such as: cash, cheques, credit cards. Financial assistance shall be provided:

a) up to the equivalent of PLN 2,000 – on the basis of a written statement made by the Insured with COK ro with an institution designated by COK where the Insured will undertake to refund the amount of the financial assistance,

b) up to the equivalent of PLN 8,000 – when the Insured signs a promissory note for the amount of the provided financial assistance.

The amount of the financial assistance provided by WARTA shall be refunded within 30 days.

No financial assistance may be provided if the Insured is detained or temporarily arrested as a result of trading in drugs or other intoxicants,

8) accommodation for the duration of convalescence

arrangement and coverage of the costs of accommodation of the Insured in a hotel provided that the attending doctor recommends convalescence and a COK doctor accepts it.

9) translator / interpreter

arrangement and coverage of the costs of assistance by a translator/interpreter if the Insured trespasses on local law outside the Republic of Poland.

**Sum insured – what is our maximum liability?**

**Art. 17**

1. The sum insured being the upper limit of WARTA’s liability shall be:

<table>
<thead>
<tr>
<th>ASSISTANCE SERVICES:</th>
<th>SUM INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) STANDARD:</td>
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<tr>
<td>a) emergency medical assistance</td>
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<tr>
<td>b) transport of the Insured</td>
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<tr>
<td>c) delivery of information</td>
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<tr>
<td>d) early return of the Insured</td>
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<tr>
<td>e) legal assistance</td>
<td>PLN 8 000</td>
</tr>
<tr>
<td>f) recovery and re-direction of luggage</td>
<td></td>
</tr>
<tr>
<td>g) assistance in recovering lost documents</td>
<td></td>
</tr>
</tbody>
</table>

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### 2) SUPER:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>a) return of the Insured’s close friends or relatives</td>
<td>*</td>
</tr>
<tr>
<td>b) travel continuation</td>
<td>*</td>
</tr>
<tr>
<td>c) care over underage children</td>
<td>5 days at PLN 500 daily (accommodation)</td>
</tr>
<tr>
<td>d) substitute driver</td>
<td>*</td>
</tr>
<tr>
<td>e) visit by a designated person</td>
<td>*</td>
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<tr>
<td>f) provision of indispensable personal belongings</td>
<td>*</td>
</tr>
<tr>
<td>g) financial assistance</td>
<td>PLN 8 000**</td>
</tr>
<tr>
<td>h) accommodation for the duration of convalescence</td>
<td>5 days at PLN 500 daily</td>
</tr>
<tr>
<td>i) interpreter/translator</td>
<td>PLN 1 000</td>
</tr>
</tbody>
</table>

(*) up to the costs of assistance services provided by COK
(**) refundable

2. The sum insured of the assistance services relates to each event covered by the insurance contract and that occurred during the insurance period.
3. The sum insured covers each Insured separately.
4. The sums insured are translated into the currency in which the benefit will be provided at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day of the event.
5. Costs and expenses related to assistance services, incurred in foreign currencies, shall be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained/settled.

**What is WARTA not liable for?**

Art. 18

1. WARTA does not arrange and cover the costs of benefits if the provision thereof is prevented by effects of force majeure events, such as: earthquake, flood, hurricane, forest fire, failure or unavailability of telecommunication devices.
2. If force majeure circumstances occur referred to in Art. 18.1, in particular the operation of which prevented notification to COK of an insured event, WARTA shall refund the documented costs incurred by the Insured up to such an amount as if it organised the assistance services.
3. We shall not be liable for events and costs:
   1) when the Insured took actions without consulting COK – with the exception of the following costs:
      a) transport from the site of an accident or sudden illness,
      b) transport of the Insured’s body, as specified in Art. 16.1.2a, 16.1.2c,
   2) for which WARTA is not liable under the concluded insurance contract covering costs of medical treatment.

**What should the Insured do in the case of injury?**

Art. 19

1. If an event occurs that is covered by the assistance insurance, the Insured shall:
   1) immediately, however not later than within 48 hours from the occurrence of the event, contact COK (by phone) operating round the clock with the telephone number specified in the insurance document,
   2) provide all available information as required to provide assistance services, in particular:
      a) first and last name,
      b) policy number,
      c) name of place and telephone number where COK can contact the Insured or his/her representative,
      d) a short description of the event covered by assistance insurance and the type of help required,
   3) upon request of COK, the Insured shall submit documents confirming the event,
2. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 10.1.1, WARTA may reduce the compensation accordingly if such failure resulted in increased injury or prevented WARTA from determining the circumstances and effects of the accident.
How is the assistance service provided?

Art. 20

We perform our services via COK by organising assistance or by organising assistance and coverage of costs related to the provision of assistance services.

CHAPTER V. CIVIL LIABILITY

Subject of insurance or what WARTA insures and what it is liable for?

Art. 21

The insurance covers the Insured’s civil liability in his/her private life, during trips, for personal or material damage caused as a result of a prohibited act to third persons that according to the law has to be repaired by the Insured.

What are the duties of WARTA when damage occurs?

Art. 22

1. Up to the sum insured specified in the insurance contract, we take over responsibility for Insured’s civil liability in relation to persons to whom the Insured has caused damage with a prohibited act.

2. Additionally, up to the sum insured, we are liable for the costs of:
   1) fees for experts retained or approved by WARTA in order to determine the circumstances and size of the damage,
   2) court defence against claims of the harmed persons in a dispute conducted in accordance with WARTA’s recommendations,
   3) defence if as a result causing the Insured’s liability, penal proceedings are initiated against the Insured and WARTA agrees to cover such costs.

Sum insured – what is our maximum liability?

Art. 23

1. The sum insured is the upper limit of WARTA’s liability as agreed with the Insured and may amount to:

<table>
<thead>
<tr>
<th>CIVIL LIABILITY</th>
<th>SUM INSURED (in PLN):</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 000</td>
<td>50 000</td>
</tr>
<tr>
<td>100 000</td>
<td>200 000</td>
</tr>
<tr>
<td>300 000</td>
<td></td>
</tr>
</tbody>
</table>

2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.

2. The sum insured covers each Insured separately.

What is WARTA not liable for?

Art. 24

1. We shall not be held liable for damage caused:

1) by wilful actions or gross negligence by the Insured or persons in the same household with the Insured or gross negligence of the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable circumstances,

2) as a result of consumption of alcohol, use of drugs or other intoxicants by the Insured,

3) by use or driving by the Insured of mechanical vehicles that are subject to mandatory civil liability insurance.

4) by use or driving by the Insured of vehicles, machines or aircraft, watercraft other than equipment for one’s own use,

5) to property that was used by the Insured pursuant to a hire, rental, lending, storage, lease or similar contract.

6) by performance of work,

7) by hostilities, state of emergency and participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),

8) by nervous or psychological disorder of the Insured,

9) by an attack of epilepsy,

10) by events related to professional practicing of sports,

11) by practicing extreme sports,

12) by the Insured to the natural environment,

13) by contracting by the Insured of tropical and contagious diseases (including HIV virus),

14) by contracting of any diseases of animals owned by the Insured or under his/her care,
15) by possessing and using of any type of arms by the Insured,
16) in the country of the Insured’s permanent residence other than the Republic of Poland,
17) under PLN 100.
2. We shall neither be liable for damage related to:
   1) imposed fines, administrative or court penalties or other monetary penalties, including penal compensation,
   2) losses incurred due to a fault of the Insured by close friends or relatives or persons in the same household.

What should the Insured do in the case of damage?

Art. 25

1. The Insured shall be obliged to:
   1) apply all available means to prevent damage or to reduce the volume of the damage,
   2) make a protocol/statement detailing the circumstances of the damage,
   3) endeavour to identify witnesses of the event,
   4) immediately report the damage to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
   5) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage report and provide written information on the circumstances and reasons of the damage, attaching the documents related to the circumstances of the event and his/her own statement on his/her liability for the damage,
   6) immediately, however within maximum 3 days from receipt a claim for compensation from a third party, notify WARTA thereof in writing,
   7) notify WARTA in writing if penal, administrative or other proceedings have been initiated against the Insured or when a third party sued the insured for compensation,
   8) upon request of WARTA, provide additional clarification and submit any available evidence as required to ascertain the circumstances of the event and support any clarification proceedings,
   9) provide WARTA with a court ruling related to the event stating the Insured’s liability, within a timeframe sufficient to enable WARTA to take its position with respect to any appeal.

2. If as a result of wilful actions or gross negligence, the Insured failed to apply the means specified in Art. 25.1.1, WARTA shall not be liable for any resultant damage.

3. If in connection with the damage, WARTA has recommended in writing any specific measures that can be applied by the Insured, in order to prevent any future events, and the Insured failed to comply, WARTA shall be entitled to refuse to pay the compensation or to reduce the compensation accordingly for subsequent damage resulting from the same reason unless failure to comply with WARTA’s recommendation had no effect on the damage.

4. Coverage or admittance by the Insured of any claim for compensation covered with this civil liability insurance shall have no legal effects to WARTA unless it has provided its prior consent thereto.

How is the amount of compensation determined and how is the compensation paid?

Art. 26

1. We determine the grounds and amount of compensation in accordance with the law in force in the country where the event occurred that results in liability of the Insured, on the basis of evidence submitted by the Insured or the Authorized Person confirming the claims; however, WARTA is entitled to verify the documentation and obtain specialist opinions.

2. We pay the compensation on the basis of our discretion, as a result of a settlement or a legally valid court decision.

3. Refund of the costs incurred by the Insured of:
   1) court defence,
   2) fees to experts, is made on the basis of original bills.

4. WARTA’s benefits are paid in the currency of the country in which WARTA is obliged to make payments.

5. The compensation is translated into the currency in which the compensation will be paid at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day of the compensation is ascertained.

CHAPTER VI. TRAVEL LUGGAGE
Subject of insurance or what WARTA insures and what it is liable for

Art. 27
1. The insurance covers travel luggage – objects owned by the Insured or held by it and used during a trip.

2. The insurance covers:
   1) personal belongings including suitcases, bags, rucksacks in which the objects were carried during the trip,
   2) portable computers, mobile telephones, photographic equipment, cameras, portable music and film players with earphones as well as chargers for those devices,
   3) single objects carried as gifts,
   4) perambulator, wheelchair,
   5) sports equipment with accessories required for their correct functioning. Sports equipment includes:
      a) cross-country skis, downhill skills and water skis,
      b) snowboard,
      c) windsurfing board,
      d) surfing board,
      e) bicycle,
      f) trekking, Nordic walking, ski sticks,
      g) diving equipment,
      h) tennis equipment,
      i) golf equipment,
      j) equipment for mountain or rock climbing.

What are the duties of WARTA when damage occurs?

Art. 28

1. We shall pay compensation for loss, damage or destruction to travel luggage in the following instances:
   1) documented burglary or robbery,
   2) loss when in the hands of a professional carrier,
   3) loss, damage or destruction resulting from:
      a) sickness, accident as a result of which the Insured was not able to take care of and protect luggage and sports equipment against theft,
      b) fortuitous event,
      c) accident or catastrophe of a means of communication, or rescue action related thereto.

2. We shall pay compensation in the case of delayed delivery of the travel luggage by a professional carrier – starting from 5th hour from arrival by the Insured at the place of destination, WARTA shall refund expenses incurred by the Insured until the time the luggage is delivered for purchases of indispensable things for personal use (clothing, toiletries).

3. We shall be liable for travel luggage provided it is under the direct care of the Insured and also when the Insured:
   1) entrusted the luggage to a professional carrier for carriage on the basis of a waybill,
   2) left the luggage in a locked:
      a) individual luggage compartment at a railway station or at a hotel, or left it in a left-luggage office against a receipt,
      b) at his/her accommodation place (excepting tents and caravans) or in the boot of a car left at a guarded site
      c) car/car boot/car trailer or floating vessel located in a guarded site, which would require tools or physical force to open.

Sum insured – what is our maximum liability?

Art. 29

1. The sum insured is the upper limit of WARTA’s liability as agreed with the Insured and may amount to:

<table>
<thead>
<tr>
<th>TRAVEL LUGGAGE</th>
<th>SUM INSURED (in PLN):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>500</td>
</tr>
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<td></td>
<td>1 500</td>
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<td>3 000</td>
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<td></td>
<td>5 000</td>
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<td>10 000</td>
</tr>
</tbody>
</table>

2. The sum insured for travel luggage refers to one and all events covered by the insurance and that occurred during the insurance period.

3. The sum insured covers each Insured separately.

What is WARTA not liable for?

Art. 30

1. We shall not be held liable for damage:
1) caused wilfully by the Insured or by persons in the same household with the Insured or caused by gross negligence of the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable circumstances,
2) caused during transport in conditions not assuring safety,
3) caused by events related to professional practicing of sports,
4) caused by the Insured, persons in the same household or close friends or relatives as a result of consumption of alcohol, use of drugs or other intoxicants,
5) related to driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
6) caused by nervous or psychological disorder of the Insured,
7) caused as a result of epileptic attacks of the Insured,
8) participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
9) resulting from confiscation, detention or destruction by customs or other authorities,
10) resulting from normal wear and tear of the insured objects, spontaneous combustion, breakdown and leak, or with respect to breakable goods or in glass packaging – breakage or lost value of the damaged object,
11) with the value under PLN 100,
12) resulting from:
   a) structural defects
   b) use contrary to application
   c) use in an inappropriate place.

2. We shall neither be held liable for:
1) documents, manuscripts, cash and securities, savings books and bills, transport tickets, credit cards,
2) works of art, collection items, gold, silver, platinum in scrap and in bars, precious stones and precious organic substances,
3) musical instruments, objects of scientific, artistic or collection value (postal stamps, numismatics and collections thereof), and all kinds of armaments,
4) sports equipment other than specified in Art.27.2.5,
5) additional equipment and motor spare parts and fuels,
6) things the quantity or assortment of which indicate their commercial nature,
7) scratches – no matter how produced,
8) objects and parts used for service provision and production,
9) means of transportation with the exception of perambulators, wheelchairs,
10) tents and windscreens.

What should the Insured do in the case of damage?

Art. 31

1. The Insured, in the case of:
   1) burglary or robbery, shall immediately notify (within maximum 6 hours) from discovering the event:
      a) a local police station,
      b) operator of the means of communication, management of the hotel or another place or accommodation, or the operator of the left-luggage office, parking lot – if the theft occurred from premises supervised by them,
   and obtain a written confirmation of the theft with details of the stolen objects,
   2) loss of travel luggage entrusted to a professional carrier against receipt, notify the loss immediately when discovered to the services at the airport, train manager, etc. and obtain a damage protocol with details of the lost objects,
   3) damage or destruction to travel luggage:
      a) apply all available means to prevent damage or to reduce the volume of the damage,
      b) entrusted to a professional carrier against receipt, notify the loss immediately when discovered to the employees of the carrier and obtain a damage protocol with details of the damaged, destroyed objects,
      c) safeguard the damaged or destroyed objects to be submitted for inspection by a WARTA representative,
   4) delay in delivery of the luggage, the Insured shall be obliged to report the fact to the carrier and obtain evidence confirming the delay and the time when the luggage was delivered by the carrier to the place of destination or place of sojourn of the Insured.
2. Additionally, the Insured shall be obliged to:
   1) immediately report the damage to COK to the telephone number designated in the insurance document, at the latest within 7 days of return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
   2) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with the required documentation (Art. 31.1), confirming the claims and the amount thereof are justified,
3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 31.2.1, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.

4. If the other duties referred to in Art. 31.1 and 31.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event, liability of WARTA, or the determination of the extent of the damage.

**How is the amount of compensation determined and how the compensation is paid?**

**Art. 32**

1. Determination of the grounds of claims – or determination if the compensation is due and the amount of the compensation – is made on the basis of documentation submitted by the Insured or the Authorised Person confirming the claim; however, WARTA is entitled to verify the documentation and obtain specialist opinions.

2. The amount of compensation shall be determined at the replacement value of the objects, however not higher than the sum insured specified in the insurance contract.

3. With respect to damaged objects, the amount of compensation shall be determined on the basis of a valuation made by WARTA and shall be equal to the costs of repair of the damage confirmed in the damage protocol, and may not exceed the value of the insured objects specified in the insurance application.

4. If compensation is received from a third party obliged to repair the damage, such received amount shall be deducted from the value of the loss suffered.

5. If before receiving the compensation, the Insured recovered the lost objects undamaged, we shall refund solely the costs related to such recovery up to the amount that would have been paid as compensation if the objects were not recovered.

6. If the objects were recovered undamaged after payment of the compensation, the Insured shall accept the objects and refund the received compensation to WARTA reduced by the amount of documented costs related to such recovery.

**CHAPTER VII. COSTS OF CANCELLING PARTICIPATION IN TRAVEL PACKAGE, CANCELLATION OF ACCOMMODATION OR TICKET**

**Subject of insurance or what WARTA insures and what it is liable for**

**Art. 33**

1. The insurance covers financial losses suffered by the Insured resulting from:
   1) **cancelling participation in a travel package** purchased for the insured – cancelling participation in a travel package before it commences or earlier return from a commenced travel package,
   2) **cancellation of a ticket** valid for international and domestic routes, purchased or booked for the Insured before the trip commences
   3) **cancellation of accommodation** purchased or booked for the Insured before the trip commences by the trip organiser, travel company or travel agent, by the Insured for reasons beyond the Insured’s control.

2. The reasons referred to in Art. 33.1 include:
   1) accident, sudden illness confirmed with a medical certificate specifying contraindications to travelling, or death of the Insured,
   2) accident, sudden illness confirmed with a medical certificate specifying contraindications to travelling, or death of a close friend or relative travelling jointly with the Insured,
   3) death or illness hazardous to a close friend or relative to the Insured in the Republic of Poland,
   4) damage to the Insured’s property in the Republic of Poland as a result of a fortuitous event or a crime, resulting in a need to perform legal and administrative actions requiring the presence of the Insured or close friends or relatives travelling jointly with him/her
   5) a fortuitous event within the meaning of this (Art. 2.32) preventing the Insured from staying at the planned place of accommodation during the trip,
   6) theft if the Insured's documents required for the trip (passport, entry visa, ID card) provided that the theft occurred 7 days before the trip and was reported to the Police.

**What are the duties of WARTA when damage occurs?**

**Art. 34**

Up to the sum insured specified in the insurance contract, we refund financial losses resulting from:

1) **cancelling participation in a travel package incurred in connection with the trip**, including the costs of:
   a) sojourn in a holiday house or another holiday lodging,
   b) advances for booking of sojourn in a holiday house, parking or camping spaces,
   c) car rental,
   d) participation in additional trips or optional events,
e) transport:
- to/from the travel package,
  or
- earlier return being the difference between the cost of the originally purchased ticket and the cost of a ticket for earlier return from the event, when transport was specified in the participation contract – with the specified means of transportation,
f) related to evacuation from the place of sojourn where a fortuitous event occurred.

2) cancellation of accommodation or a ticket covering the price thereof.

Sum insured – what is our maximum liability?

Art. 35

1. The sum insured being the upper limit of WARTA's liability shall be:

<table>
<thead>
<tr>
<th>SUM INSURED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>costs of cancelling participation in travel package</td>
</tr>
<tr>
<td>ticket cancellation</td>
</tr>
<tr>
<td>accommodation cancellation</td>
</tr>
</tbody>
</table>

* - refers to the total costs during the planned trip

2. The sum insured covers each Insured separately.

3. The price of the travel package/ticket/accommodation into PLN when purchased in another currency will be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day of the event.

What is WARTA not liable for?

Art. 36

1. We shall not be liable for events resulting from:
   1) attempted or committed crime or suicide by the Insured,
   2) wilful actions by the Insured,
   3) nervous or psychological disorder of the Insured,
   4) an attack of epilepsy,
   5) pregnancy of the Insured with all the consequences and complications,
   6) events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
   7) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
   8) hostilities, state of emergency and participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
   9) failure to undergo the required vaccinations or preventive treatment before travelling to countries where those are required,
   10) events that occurred before conclusion of the insurance contract, participation contract in a travel package or purchase of a ticket, accommodation

2. Further, we shall not be liable for financial losses resulting from CANCELLING PARTICIPATION in a travel package / cancellation of a ticket or accommodation when the organiser of the travel package / carrier is notified of cancelled participation / cancellation of ticket / cancellation of accommodation and reasons thereof later than 2 working days from the event.

3. We shall not refund the costs of a handling fee set by the travel organiser/carrier.

What should the Insured do in the case of damage?

Art. 37

1. The Insured shall be obliged to:
   1) notify:
      a) the organiser about CANCELLING PARTICIPATION in the travel package, cancellation of accommodation,
      b) the carrier about cancellation of the ticket,
      as soon as information is received of an event causing the cancellation, however not later than within 2 working days of the date of the event,
   2) obtain from the organiser/carrier a dated confirmation of the notification referred to in Art. 37.1.1,
   3) immediately report the damage to COK to the telephone number specified in the insurance document, at the latest within 7 days from notifying the travel organiser/carrier,
   4) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with documents confirming:
a) conclusion of a participation contract in a travel package with evidence of payment for the package,
b) purchase of a ticket or accommodation with details of the ticket / accommodation cost (ticket or another document issued at Internet sale),

5) deliver:
   a) a statement about the filed:
      - cancelling participation in the travel package, cancellation of accommodation, certified by the travel organiser,
      - cancellation of the ticket, certified by the carrier,
   b) certificate from the travel organiser/carrier of the amount refunded by the organiser/carrier in connection with the cancelling participation/cancellation of ticket or accommodation,
   c) medical documentation (certificate, sick leave related to sudden illness or accident, etc.),
   d) Police certificate in the case of damage to property, theft of documents required in a foreign trip,
   e) certificate from local authorities confirming the occurrence of fortuitous events,
   f) original bills and payment confirmation for transport in the case of earlier return from a travel package when the cost of transport was included in the participation contract – with details of the means of transportation.

2. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in art. 38.1.3, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.

3. If the other duties referred to in art. 38.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.

**How is the amount of compensation determined and how is the compensation paid?**

**Art. 38**

1. The amount of compensation in the case of cancelling participation in a package travel, cancellation of ticket or cancellation of accommodation shall be the difference between the cost of the package travel/ticket/accommodation and the refund made by the carrier/organiser.

2. Compensation or benefits under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.

3. The damage denominated in foreign currencies shall be translated into PLN at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation are determined.

4. If the Insured’s death was reason to make claims for compensation in the amount specified in Art. 38.1, the compensation shall be disbursed to the Authorised Person.

5. The grounds and amounts of the compensation are determined on the basis of the documents specified in Art. 37.1.5 to be submitted by the Insured.

6. WARTA shall pay compensation net of any compensation paid under another insurance contract.

**CHAPTER VIII. COSTS OF FLIGHT CANCELLATION / DELAY**

**Subject of insurance or what WARTA insures and what it is liable for**

**Art. 39**

1. The insurance covers the required and documented costs incurred by the Insured in connection with cancellation or delay of a scheduled flight for which the Insured held a valid ticket purchased in the Republic of Poland, for the following reasons:
   - adverse weather conditions,
   - strike by employees of the carrier or staff of the airport,
   - defect in the aircraft.

2. The insurance does not cover charter flights.

**What are the duties of WARTA when damage occurs?**

**Art. 40**

1. In connection with the events specified in Art. 39 and confirmed by a professional carrier, WARTA shall refund to the Insured the necessary documented expenses incurred until the departure time, in particular costs of meals, accommodation and objects of personal use (clothing, toiletries), not covered by the professional carrier.

2. Compensation shall be payable when the delay is minimum 5 hours, in the maximum amount of the sum insured specified in the insurance contract.
**Sum insured – what is our maximum liability?**

**Art. 41**

1. The sum insured being the upper limit of WARTA’s liability is PLN 500.
2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.
3. The sum insured covers each Insured separately.

**What should the Insured do in the case of damage?**

**Art. 42**

1. The Insured shall be obliged to:
   1) immediately report the damage to COK to the telephone number designated in the insurance document, at the latest within 7 days of return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
   2) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form and additionally submit confirmation of the flight delay / cancellation detailing the amount of the expenses incurred, original bills.
2. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 31.1.1, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.
3. If the other duties referred to in art. 42.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event, liability of WARTA, or the determination of the extent of the damage.

**How is the amount of compensation determined and how is the compensation paid?**

**Art. 43**

1. Compensation under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.
2. The grounds and amounts of the compensation are determined on the basis of the documents specified in Art. 42.1.2.
3. Expenses incurred in foreign currencies, shall be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.

**CHAPTER IX. CONTINUATION OF POST-ACCIDENT MEDICAL TREATMENT IN THE REPUBLIC OF POLAND**

**Subject of insurance or what WARTA insures and what it is liable for**

**Art. 44**

1. The insurance covers costs of medical treatment related to a personal accident of the Insured for which WARTA has assumed liability under the concluded contract in compliance with these General Terms and Conditions of Insurance.
2. The costs of treatment referred to in Art. 44.1 shall include all required and documented expenses incurred:
   1) in the territory of the Republic of Poland for continued medical treatment commenced during the trip,
   2) within maximum 3 months from the date of the event.

**What are the duties of WARTA when injury occurs?**

**Art. 45**

We shall cover the expenses incurred on medical treatment in the Republic of Poland covering:
1) tests, surgeries and operations,
2) hospitalisation,
3) purchase of the necessary medicines and dressings prescribed by the doctor, provided such expenses have not been covered from social insurance or another insurance contract.

**Sum insured – what is our maximum liability?**

**Art. 46**

1. The sum insured being the upper limit of WARTA’s liability is PLN 2,000.
2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.

3. The sum insured covers each Insured separately.

**What is WARTA not liable for?**

**Art. 47**

1. We shall not be held liable for injury caused by:
   1) wilful actions or gross negligence by the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable circumstances,
   2) attempted or committed crime or suicide by the Insured,
   3) as a result of consumption of alcohol, use of drugs or other intoxicants by the Insured,
   4) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the injury,
   5) hostilities, state of emergency and participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
   6) acting contrary to the local law and orders of local authorities,
   7) nervous or psychological disorder of the Insured,
   8) an attack of epilepsy,
   9) professional practicing of sports.

2. We shall nether be held liable for the costs incurred on:
   1) plastic surgery,
   2) treatment and sojourn in sanatoriums and spas and special nourishment, even if recommended by the doctor,
   3) treatment by the Insured or treatment by a doctor who is related to the Insured,
   4) treatment of conditions resulting from injuries suffered in the past.

**What should the Insured do in the case of injury?**

**Art. 48**

1. The Insured shall be obliged to:
   1) submit medical documentation from the post-accident treatment constituting the medical history,
   2) submit to WARTA bills for provided medical assistance, performed tests, surgeries or operations along with evidence of payment of the costs specified therein.

2. Additionally, the Insured shall be obliged to:
   1) report the injury to COK at the telephone number specified in the insurance document, latest within 100 days from the insured event,
   2) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed injury notification form along with confirmation that the claims and the amount thereof are justified.

3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in art. 48.2.1, WARTA may reduce the compensation accordingly if such failure resulted in increased injury or prevented WARTA from determining the circumstances and consequences of the accident or sudden illness.

4. If the other duties referred to in art. 48.1 and 48.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the injury.

5. WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident or illness.

6. WARTA may refuse to pay compensation or reduce the compensation if the information referred to in Art. 48.5 is refused and if the above affected the confirmation of the existence or scope of its liability.

**How is the amount of compensation determined and how is the compensation paid?**

**Art. 49**

1. The grounds and amount of the compensation are determined on the basis of complete medical documentation from the post-accident treatment performed directly after the accident and continuation thereof at the insured’s place of residence, original bills for the medical treatment held in the Republic of Poland and evidence of payment thereof, submitted by the Insured.

2. WARTA shall be entitled to verify the documentation and obtain specialist opinions.

3. Compensation under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.
CHAPTER XII. SKI PLUS

Subject of insurance or what WARTA insures and what it is liable for?

Art. 50

1. The insurance covers:
   1) **costs of rental** of cross-country skis, downhill skis, snowboard when the Insured was deprived of the use of equipment insured pursuant to these General Terms and Conditions of Insurance for reasons and in circumstances specified in Art. 28,
   2) **costs of carnet** authorising the use of ski lifts and participation in a ski or snowboarding school. We shall be liable for the Insured being prevented from the use of a carnet – as a result of his/her health condition due to a personal accident or sudden illness covered with insurance pursuant to these General Terms and Conditions of Insurance.
   3) **closing of all downhill signposted pistes** in the skiing region close to the Insured’s accommodation place as a result of unfavourable weather conditions during the insurance period as a result of which the Insured was prevented from practicing skiing or snowboarding,

2. The insurance contract in the SKI PLUS variant requires the extension of the contract covering amateur practicing of skiing.

What are the duties of WARTA when damage occurs?

Art. 51

1. We refund the costs of rental of cross-country skis, downhill skis, snowboard, equivalent to the type of equipment that is covered by the insurance for a maximum joint period of 7 days.
2. We shall refund the costs of an unused carnet for the period corresponding to the number of full days when it could not be used.
3. We shall pay the benefit or each full day when all signposted skiing pistes were closed in the skiing region close to the Insured’s accommodation place – provided the pistes were closed in the period from 15 December to 15 April and not earlier than on the departure date of the Insured, during the term of the insurance contract.

Sum insured – what is our maximum liability?

Art. 52

1. The sum insured being the upper limit of WARTA’s liability shall be:

<table>
<thead>
<tr>
<th>SUBJECT OF INSURANCE</th>
<th>SUM INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>rental of equipment</td>
<td>PLN 40 daily / max. 7 days</td>
</tr>
<tr>
<td>carnet cost</td>
<td>80% of carnet value</td>
</tr>
<tr>
<td>closing of downhill pistes</td>
<td>PLN 40 daily</td>
</tr>
</tbody>
</table>

2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.
3. The sum insured covers each Insured separately.

What should the Insured do in the case of damage?

Art. 53

1. The Insured shall be obliged to:
   1) submit evidence of rental of cross-country skis, downhill skis, snowboard, detailing:
      a) first and last name of the renting person (Insured),
      b) type of equipment,
      c) date of rental and return of the equipment,
      d) price of the service,
   2) retain for submission to WARTA the carnet that was unused for reasons referred to in Art. 50.1.2 – that entitled during the insurance period to use downhill pistes located close to the Insured’s place of accommodation and/or a document confirming the purchase of ski or snowboarding classes during the term of the insurance,
   3) notify COK within 24 hours from the event of closing the downhill pistes providing a telephone number and address of accommodation when the event is reported and obtain the report number from COK confirming that COK received the notification.
2. Additionally, the Insured shall immediately, at the latest within 7 days of return from the trip, submit to WARTA a completed and signed damage notification form confirming the grounds and amount of the claim.
3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in art. 54.2, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident.

4. If the other duties referred to in art. 54.1 and 54.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.

**How is the amount of compensation determined and how is the compensation paid?**

**Art. 54**

1. We shall determine the amount of compensation/benefit taking into account the following:
   1) the amounts of expenses incurred by the Insured for rental of cross-country skis, downhill skis, snowboard,
   2) the number of days the Insured did not use the carnet and the daily cost of the carnet,
   3) the number of days during which the Insured could not use downhill pistes.
2. Compensation or benefits under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.
3. The damage denominated in foreign currencies shall be translated into PLN at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.

**CHAPTER XIII. COMMON PROVISIONS**

**How is the insurance contract concluded?**

**Art. 55**

1. Unless agreed otherwise, insurance contracts are concluded pursuant to a written insurance application (WARTA’s form), submitted to a WARTA representative and after payment of the premium for the entire term of insurance in advance.
2. When contracts are concluded via telecommunication means, the insurance application – depending on the distribution channel – may be submitted electronically (via the Internet service) or during a telephone conversation (via the infoline).
3. When contracts are concluded electronically, the contract is concluded subject to the client getting acquainted earlier with the Regulations on the provision of electronic services.
4. Concluded contracts are confirmed with an insurance document.
5. Unless agreed otherwise, insurance contracts are concluded with basic coverage with extension options by the Insured with additional coverage.
6. Insurance contracts may be concluded in the form of:
   1) individual insurance,
   2) group insurance,
   3) family insurance.
7. Concluded contracts are confirmed with an insurance document.
8. In the case of group or family insurance contracts (in excess of 5 persons), the list of the Insured constitutes an integral part of the insurance contract,
9. Insurance contracts for more than one person are concluded with the same insurance coverage, insurance period and sum insured, except contracts extended by additional risks as referred to in Art. 1.4.

**How is the insurance premium calculated?**

**Art. 56**

1. The insurance premium is calculated on the basis of the premium tariff in force on the day of the insurance contract.
2. The amount of the premium is calculated subject to:
   1) subject of the insurance,
   2) sum insured,
   3) form of concluding the insurance contract,
   4) the period for which the insurance contract was concluded,
   5) age of the Insured,
   6) number of insured persons,
   7) price of the travel package, ticket or accommodation.
3. Depending on the insurance coverage, the premium shall be:
   1) increased for coverage of the risk of:
      a) amateur skiing,
      b) effects of chronic diseases,
      c) effects of personal accidents resulting from tropical diseases,
      d) hostilities, state of emergency,
      e) practicing of extreme sports,
f) performance of work abroad,
2) reduced for group or family contracts.
3. Pursuant to an analysis of the history of insurance and risk assessment, special reductions/increases may be applied.
4. The minimum premium may be 40% of the premium, however no less than PLN 10 per insurance contract.
5. The premium shall be rounded up to a full zloty when the amount has 50 or more decimal points, and when the amount has less than 50 decimal points – to a full zloty down.

**How long is the insurance contract?**

**Art. 57**

1. Insurance contracts are concluded for one-year or shorter periods.
2. Insurance contracts covering the costs of cancelling participation in travel packages shall be concluded:
   1) within a maximum of 5 working days from conclusion of a participation contract in a travel package and from the date of paying an advance for the costs of the travel package or paying the full costs of the travel package,
   2) on the basis of the original contract on participation in the travel package specifying the price.
3. Insurance contracts covering the cancellation of accommodation or tickets shall be concluded for:
   1) within a maximum of 5 working days from payment for accommodation, ticket,
   2) on the basis of a document detailing the costs of accommodation, ticket (ticket or another document issued at Internet sale),
4. WARTA's liability commences from the day specified in the insurance document as the beginning of the insurance coverage, however not earlier than:
   1) from the day following the conclusion of the insurance contract and premium payment,
   2) from the date and time of concluding the insurance contract and premium payment when the contract was concluded at a border crossing,
   3) after expiry of 3 days from the day following the date of the contract and premium payment when the contract was concluded for the Insured who at that time stayed outside the Republic of Poland.
5. The provision of Art. 57.4.3 does not apply to the insurance of the costs of cancelling participation in a package travel, cancellation of accommodation or ticket.
6. The liability ends on the day designated in the insurance document as the end of the insured period (travel), with the exception of the provisions in Art. 57.7 and 57.8.
7. With reference to the insurance of costs of cancelling participation in a package travel, WARTA's liability begins on the day following the date of the contract and premium payment. The liability ends on the day designated in the insurance document as the end of the insured period (travel).
8. With reference to the insurance of cancellation costs of ticket or accommodation, WARTA's liability begins on the day following the date of the contract and premium payment, and ends on the date and at the time of:
   1) departure of the Insured to the place of destination designated in the ticket,
   2) checking in of the Insured at the accommodation place designated in the booking document.
9. If the insurance contract is concluded for more than 6 months, the Insured may terminate the insurance contract within 30 days – and if the Insured is an entrepreneur – within 7 days from conclusion of the contract.
10. A consumer who concluded the contract via telecommunication means may terminate it without specifying a reason by submitting an appropriate written statement, within 30 days from notification that the contract was concluded or from the date the conclusion of the contract was confirmed, whichever is later.
11. The right to terminate the insurance contract, referred to in Art. 57.10 shall not apply in the case of insurance contracts concluded for less than thirty days.
12. Termination of the contract as specified in Art. 57.9 does not release the Insured from paying the premium for the period during which WARTA provided insurance coverage.
13. Insurance contracts shall be terminated at expiry of the insurance relationship.
14. The insurance relationship shall expire:
   1) at 24:00 hours of the last day of the period designated in the insurance document;
   2) when the sum insured has been exhausted;
   3) when the insurance contract is terminated by the Insured as specified in Art. 57.9,
   4) when WARTA receives a written termination of the contract by the Insured in the case of return from the trip by the Insured earlier than specified in the insurance contract.
15. When the insurance relationship expires before the term of the insurance contract, the Insured shall be entitled to refund of the premium for the period of unused insurance coverage.
16. The refundable premium shall be calculated for each day of unused insurance period starting from the day following the day when the insurance relationship expired.
17. The insurance period may be extended before expiry of the insurance period by providing the number of the insurance document and the insurance period, and subject to premium payment.
When is the compensation paid?

Art. 58

1. Compensation/benefits shall be paid within 30 days from notifying WARTA of the event.
2. If clarification of all circumstances required to determine the liability of WARTA or the amount of the benefit proves impossible within the period of time specified in Art. 58.1, the benefit shall be disbursed within 14 days from the day when clarification of those circumstances was possible subject to due diligence. WARTA shall pay the undisputed part of the compensation within 30 days from the date specified in Art. 58.1.
3. When payment of compensation is refused in whole or in part, WARTA shall notify the Insured in writing thereof specifying the circumstances, legal basis and informing about the possibility to pursue claims in court.

What can you do when you do not agree with WARTA’s position?

Art. 59

1. Complaints and claims may be submitted by the Insured or the Party Authorised under the insurance contract in writing to TUIR WARTA S.A. The body competent to review complaints or claims are as follows:
   1) The director of the organisational unit in whose jurisdiction the insurance contract was concluded – with respect to sale of insurance,
   2) The director of the organisational unit in whose jurisdiction the loss was assessed – with respect to loss assessment,
   who will provide a written response to the person filing the complaint or claim.
2. Any proceedings for claims resulting from the insurance contract may be initiated either in accordance with general law or at the court competent for the place of residence or registration of the Insuring Party, the Insured or the Person Authorised under the insurance contract.

Recourse claims

Art. 60

1. Any claims of the Insured against third parties responsible for the damage shall be transferred to WARTA up to the amount of the paid compensation. If WARTA covered only a portion of the damage, with respect to the remaining portion of the damage the Insured shall be entitled to be satisfied before any claims of WARTA.
2. No claim by the Insured from his/her close friends or relatives or persons in the same household shall not be transferred to WARTA unless such damage was made wilfully.
3. The Insured shall be obliged to safeguard the possibility to WARTA to make claims for compensation from persons responsible for the damage.
4. If without WARTA’s consent the Insured waived claims against the person responsible for the damage or reduced it, WARTA may refuse disbursement of the compensation or reduce the compensation.
5. If such waiver or reduction of the compensation was disclosed after payment of the compensation, WARTA may request the Insured to refund the compensation in whole or in part.

Final provisions

Art. 61

1. In all matters not provided for in these General Terms and Conditions of Insurance, the applicable provisions of the Civil Code and the Act on insurance operations shall apply.
2. In agreement with the Insured, the insurance contract may be extended by additional provisions or provisions that would be different from those specified in these General Terms and Conditions of Insurance.
3. In order to be valid, all amendments to these General Terms and Conditions of Insurance shall be made in writing in the policy or made as an annex to the policy.
4. Insurance contracts concluded pursuant to these General Terms and Conditions of Insurance shall be subject to Polish law.
5. These General Terms and Conditions of Insurance as worded above apply to insurance contract concluded on or after 1 March 2013.