

Information related to conditions for the payment of compensation (damages) and other benefits: § 5, § 9, § 12, § 13, § 14, § 16, § 17.

Information related to the limitation and exclusion of the insurance company's liability under which the insurance company may refuse to pay compensation (damages) or pay damages in a limited amount are contained in the following parts of the general terms and conditions of insurance: § 3 para. 3, § 5, § 7 para. 2, para. 5 and para.11, § 8 para. 2, § 11, § 14 para. 4-8, para. 10 and para. 11, § 18.

## GENERAL TERMS AND CONDITIONS OF GROUP FOREIGN TRAVEL INSURANCE eSky BASIC

These General Terms and Conditions of Group Foreign Travel Insurance eSky BASIC, hereinafter referred to as the General Terms and Conditions of Insurance, shall apply to insurance contracts concluded between Colonnade Insurance Société Anonyme Oddział w Polsce, hereinafter referred to as the **Insurance Company**, and eSky.pl S.A., hereinafter referred to as the **Policyholder**, for the benefit of natural persons, hereinafter referred to as the **Insured Persons**, for the duration of their travel outside the country of permanent residence

This insurance is underwritten by Colonnade Insurance S.A., registered in Luxembourg under number B 61605, Head Office: Rue Jean Piret 1, L-2350 Luxembourg, carrying out operations in Poland through its local office Colonnade Insurance S.A. Oddział w Polsce, registered by the District Court for the capital city of Warsaw, 12<sup>th</sup> Division of the National Court Register, under the number 0000678377, tax identification number (NIP) 1070038451, having its registered office at ul. Marszałkowska 111, 00-102 Warszawa

These General Terms and Conditions of Group Foreign Travel Insurance eSky BASIC were approved by the Branch Manager of Colonnade Insurance Société Anonyme Oddział w Polsce and took effect on May 10, 2019.

## COMMON PROVISIONS APPLICABLE TO ALL INSURANCE

### § 1 The scope of the insurance

The insurance coverage may include:

- 1) Medical Treatment Costs and Assistance Insurance;
- 2) Accident Insurance;

### § 2 Definitions

1. **Act of terror** – any illegal, unlawful actions of individuals or groups conducted with the use of force or violence (or threat of their use) against people or property, organized for the attainment of ideological, economic, political or religious goals and intended to give rise to chaos, intimidate people, and disrupt public life;
2. **Assistance Centre** – a business unit indicated by the Insurance Company, to which the Insured Person is obliged to report any insured event;
3. **Insurance certificate / document** – a document issued by the Insurance Company, confirming providing coverage to the Insured Person under group insurance contract;
4. **Chronic illness** – an illness which, in accordance with the current medical knowledge, is characterized by long-lasting, permanent or recurrent symptoms or deviations in additional medical examinations and which was diagnosed, treated or exhibited its symptoms within 24 months preceding the insurance contract signing date;
5. **Family member, family** – a spouse, children, parents/parent, legal guardian(s) travelling with a child/children, inclusive of adopted child/children, parents-in-law, siblings, grandparents, grandchildren and adopted persons; the term family members shall also include persons remaining in a common-law marriage, understood as a non-formalized relationship of two adult persons sharing a common household; the term family members shall also include other adult persons travelling together with a child/children, provided that there exists a blood relationship between the child/children and the travelling adult person(s);
6. **Torrential rain** – rain characterized by the efficiency coefficient of at least 4 as determined by the Institute of Meteorology and Water Management (IMGW). In the case of unavailability of relevant information for reasons for which the Insurance Company is not liable, the occurrence of a torrential rain shall be determined on the basis of material facts and the extent of the damage in the place of its occurrence or in its immediate vicinity;
7. **Child** – a person supported by his/her parents or legal guardians, aged less than 18;
8. **Hospitalization** – hospital treatment lasting continuously for at least 24 hours, resulting from a sudden illness or an accident;
9. **Hurricane** – wind whose speed is not lower than 24 meters per second, as determined by the Institute of Meteorology and Water Management (IMGW), and whose activity causes massive damage. In case of unavailability of relevant

- information for reasons for which the Insurance Company is not liable, the occurrence of a hurricane shall be determined on the basis of material facts and the extent of the damage in the place of its occurrence or in its immediate vicinity;
10. **Medical treatment costs** - expenses incurred outside the territory of the Insured Person's country of permanent residence, or outside the territory of the country the Insured Person is a citizen of, for arranging medical services, treatment at an outpatients' clinic, hospital or dental treatment, as well as incurred for medicines and dressings indispensable to restore the Insured Person's health to the state which would make his/her return or transportation to the territory of the Insured Person's country of permanent residence possible.
  11. **Insured Person's country of permanent residence** – a country in which the Insured Person has resided for at least one year immediately preceding the execution of the insurance contract and where he/she leads the dominant part of his/her personal and professional life. The country of permanent residence is not a country in which a given person is staying for educational purposes or to which he/she has been delegated to work;
  12. **Avalanche/landslide** – a sudden and abrupt sliding or rolling down of masses of snow, ice, mud or stones from the slopes in mountainous or undulating terrain;
  13. **House/flat** – the place of permanent or registered residence of the Insured Person;
  14. **Sudden illness** – a condition arising suddenly and not related to earlier accidents, illnesses or diseases suffered by the ill person before the commencement of the insurance cover, requiring immediate medical assistance. Sudden illness shall also be construed to comprise a heart attack and a cerebral stroke, provided that the ill person did not suffer from a cardiovascular illness (including hypertension or coronary thrombosis) or diabetes and lipid disorder before the commencement of the insurance cover;
  15. **Accident** – an accidental event of a sudden nature, caused by external factors, which has taken place within the Insurance Company's period of liability, and as a result of which the Insured Person has suffered from, regardless of his/her will and health condition, physical injuries;
  16. **Insurance period** – a period indicated in the insurance document during which insurance cover is provided;
  17. **Person accompanying the Insured Person** – a person travelling together with the Insured Person;
  18. **Foreign trip** – the time of the Insured Person's journey/return and stay outside the Insured Person's country of permanent residence;
  19. **Flood** – flooding an area as a result of an increase in the level of water in the channels of flowing or stagnant waters, or flooding an area as a result of a torrential rain, or the flow of waters down the hillsides or slopes in the mountainous terrain;
  20. **Being under the influence of alcohol** – a condition resulting from the Insured Person's consuming such a quantity of alcohol that the content thereof is or leads to alcohol concentration in the blood of above 0.2‰ of alcohol or the presence of more than 0.1 mg of alcohol in 1 dm<sup>3</sup> of exhaled air;
  21. **Physical work** – Performing actions and activities in the form of employment or gainful work, but also actions not resulting from the employment relationship and non-gainful actions:
    - 1) Performing actions involving the use of paints and lacquers, liquid fuels and solvents, technical and exhaust gases, hot technical oils or liquids;
    - 2) Performing work in transportation, while performing activities connected with unloading, handling or loading of goods;
    - 3) Performing work in emergency ambulance services, police forces, city guard and national fire service forces, the armed forces (with the reservation that the scope of cover does not include events related to performing maneuvers under the supervision of military authorities), security or guard services (irrespective of whether the person performing work carries firearms or not);
    - 4) Performing work in the building industry, building tunnels, roads, bridges, operating building machinery, work on the outside of buildings, carrying out finishing work;
    - 5) Performing work in: the gas industry, power industry, metallurgy, mining industry, heavy industry, lumber mills (also by entrepreneurs performing such activities in person);
    - 6) Performing activities involving the use of hazardous tools, such as hammer drills, motor-driven saws, pneumatic hammers, sawing machines, mechanical grinders, machine tools, cranes and construction equipment, road building/repairing machinery;
    - 7) Performing any work at heights above 5 meters;
    - 8) Performing any work on vessels.

The term physical work shall also include performing the following occupations: a transport guard, carpenter, and farmer.
  22. **Insurance premium** – an insurance fee calculated on the basis of a selected insurance variant, number of days, number of the insured persons, a geographical zone and additional risks, including discounts and increases, if any;
  23. **Extreme sports** – the following shall be deemed extreme sports:
    - 1) aerial sports, piloting any engine-driven aircraft,
    - 2) martial arts, self-defence sports,
    - 3) bungee jumping, jumping, parkour
    - 4) heli-skiing, heli-boarding, mountain, rock and ice climbing, climbing above 5,500 meters above the sea level and/or requiring protection or safety equipment, speleology,
    - 5) rafting and all its types, mountain canoeing,
    - 6) diving with the use of specialist equipment below the depth of 18 meters, freediving below the depth of 4 meters,
    - 7) motor sports (except for amateur quad and motor scooter driving/riding), motorboating sports (except for amateur jet ski and motorboat sailing),
    - 8) mountain bike riding,
    - 9) participation in survival expeditions to places characterized by extreme climatic or natural conditions, such as deserts, high mountains (above 5,500 meters above the sea level), the bush, the poles, jungle and glacial or snow terrain;
    - 10) skiing and snowboarding outside of the marked ski/snowboard runs.
  24. **Aerial sports** – gliding, ballooning, parachuting, hang-gliding, paragliding, motor-gliding and any other variants thereof, as well as any other disciplines connected with movement in the airspace;
  25. **Geographical Zones – Zone Europe** – the continent of Europe (excluding Russia) including its neighbouring islands resting on the continental bases and non-European countries bordering the Mediterranean (excluding Algeria, Israel,

- Lebanon and Libya); **Zone Worldwide** – anywhere in the world, except the following countries: Iran, Syria, Sudan, North Korea and the area of Crimea;
26. **Sum insured** – an amount indicated in the insurance contract and constituting the top limit of the Insurance Company's liability for damage occurring during the insurance period;
27. **Hospital** – an inpatients' medical centre operating in accordance with the law, for ill persons who require medical treatment, surgery or diagnosis, providing all-day-round medical care of junior and senior medical personnel. The definition of a hospital shall not cover social care centers, centers for the mentally ill, hospice for cancer patients, centers treating drug, alcohol etc. addictions, sanatoria, rehabilitation and recreational centers;
28. **Policyholder** - eSky.pl S.A.
29. **Insured Person** – an individual up to the age of 85, taking out insurance;
30. **Beneficiary** – a person (or persons), whose name the Insured Person has indicated in writing, authorized to obtain a benefit in the case of the Insured Person's death. The Insured Person may indicate the Beneficiary both on conclusion of the insurance contract, as well as at any time during the insurance contract term. The Insured has the right to change the Beneficiary at any time during the insurance contract term. Such a change shall come into force as of a day following the day of receipt of such information by the Insurance Company. Should the sum of percentage shares of Beneficiaries not add up to 100, it shall be assumed that the shares of such persons in the benefit due are determined subject to mutual proportions indicated by the Insured Person. In the case no Beneficiary is specified, the provisions of § 8 para. 6 hereof shall apply;
31. **Competitive or professional sports** – physical activity consisting in practising a sport:
- 1) connected with regular training combined with participation in competitions or practice or keep-fit and training events and camps,
  - 2) connected with participation in professional matches/tournaments, whether national or international
  - 3) resulting from one's membership in a sports club and the connected with it participation in professional matches/tournaments, whether national or international
  - 4) by persons entitled on the basis of an employment contract or a civil-law agreement, to receive, in connection with the sport practised, remuneration of any kind, inclusive of scholarships/grants or reimbursement of costs
32. **Mental disorder** – an illness classified in the International Statistical Classification of Diseases (ICD 10) as a mental or behavioural disorder (F00-F99);

### § 3 Concluding an insurance contract

1. The insurance contract is concluded for a specified period of time, at the Policyholder's request.
2. The Insurer confirms the conclusion of the contract by issuing and transferring the insurance certificate to the Policyholder, which together with the General Terms and Conditions of Insurance defines the content of the insurance contract.
3. The Policyholder is obliged to provide the Insurer with all known circumstances which the Insurance Company inquired about before the insurance contract was entered into. The Insurance Company is not liable for any consequences of the circumstances that it has not been notified about in violation of the provisions contained in the preceding sentence.
4. The insurance contract and the relations between the Insurance Company and the Policyholder prior to the conclusion of such a contract are governed by the Polish law.
5. Joining group insurance by the Insured takes place during the Insured's purchase of services offered by the Policyholder. Prior to the Insured Person's entering into insurance, the Policyholder provides these General Terms and Conditions of Insurance to the Insured Person in writing or, upon the Insured Person's consent, on other durable media.
6. The Insured Person may take up insurance no later than on the day of his 85<sup>th</sup> birthday.
7. The Insured Person's joining the insurance is confirmed by the insurance certificate, which, along with these General Terms and Conditions of Insurance, is delivered to the Insured Person by the Policyholder. The certificate shall indicate the term and the scope of insurance applicable to a particular Insured Person.
8. If the Insured purchases a service for several persons with the Policyholder, all these persons are covered by insurance, which is confirmed by the wording of the certificate.
9. The minimum period of insurance for one Insured Person shall be one day (24 hours).
10. By joining the insurance, the Insured Person discharges his/her doctors from medical confidentiality (doctor-patient privilege) and expresses his/her consent to deliver medical documentation to the Insurance Company's medical consultants and Assistance Centre doctors, as well as their foreign representatives.

### § 4 Territorial scope of cover

Insurance cover shall be provided in the geographical zone selected by the Policyholder, comprising either Zone Europe or Zone Worldwide.

### § 5 Beginning and end of insurance cover

1. Insurance coverage under:
  - 1) Medical Treatment Costs and Assistance – starts when the Insured Person crosses the border of the Insured Person's country of permanent residence at the time of departure, but not earlier than on the day indicated in the insurance document as the starting date of insurance coverage and after paying the premium and ends when the Insured Person crosses the border of the Insured's country of permanent residence on return, no later than at 23.59 on the day indicated in the insurance document as the day when the insurance coverage is terminated;
  - 2) Accident Insurance - shall begin upon the Insured Person's departure from home (house/flat) on the territory of the Insured Person's country of permanent residence for the purpose of commencing the foreign trip, however not earlier than on the day indicated as the commencement date of the insurance cover in the insurance document and after the

premium payment has been made; the intention to travel shall be evidenced by the Insured Person's providing the travelling documents, accommodation booking etc, and shall end upon the Insured Person's return home on the territory of the Insured Person's country of permanent residence on return, however not later than at 23:59 on the day indicated in the insurance document as the ending date of the insurance cover;

2. The liability of the Insurance Company shall always end:
  - 1) Upon the exhaustion of the sum insured;
  - 2) On the day of termination of the contract before the agreed deadline for the termination of the insurance cover, by mutual agreement or termination
  - 3) Upon withdrawal from the insurance contract;
  - 4) Upon the death of the Insured Person – with respect to such Insured Person;
  - 5) Upon leaving by the Insured Person the territory of the countries belonging to the geographical zone indicated in the insurance contract;
  - 6) not later however than as of midnight of the last day of the period of insurance.
3. If the Insured Person remains outside of the territory of his/her country of permanent residence at the time of joining the insurance, the liability of the Insurance Company commences not earlier than after the lapse of three days, counted from the day following the day on which the insurance was entered into.

## **§ 6 Insurance Premium**

1. The insurance premium is calculated on the basis of the tariff valid on the date of the contract, for the period in which the Insurer grants coverage.
2. The premium for this insurance shall be paid by the Policyholder. The insured does not finance the cost of the premium.
3. The payment of the premium is considered the moment of crediting the Insurance Company's account with the amount of the premium.

## **§ 7 Benefits**

1. The burden of proof relating to the occurrence of an insured event covered by the Insurance Company and demonstrating the entitlement to receive a benefit shall lie with the person applying for such a benefit.
2. The Insurance Company shall not be held liable if the Policyholder or the Insured Person caused any loss intentionally or as a result of gross negligence, unless the payment of a benefit is equitable in the specific circumstances.
3. Legitimacy of the claim and the amount of the benefit shall be determined on the basis of full documentation, defined herein, to be submitted by the Insured Person or a person acting on his/her behalf.
4. At the Insurance Company's request, the Insured Person or a person acting on his/her behalf, shall present other documents that the Insurance Company finds necessary to confirm whether the claims are legitimate and to determine the amount of the benefit.
5. Providing by the Insured Person untrue statements about the circumstances or consequences of the insured event or his/her failure to provide explanations may prevent the Insurance Company from assessing the insured event correctly and may result in a refusal of the payment of the benefit.
6. The right to receive the benefit payable in the event of the Insured Person's death shall be granted to the Beneficiary, upon the production of the Insured Person's death certificate. If the Beneficiary has not been indicated, is no longer alive on the day of the Insured Person's death or has lost the right to the benefit, the benefit shall be payable to the Insured Person's family members in the following order:
  - 1) spouse,
  - 2) children in equal parts (if there is no spouse);
  - 3) parents in equal parts (if there is no spouse and children);
  - 4) siblings in equal parts (if there is no spouse, children and parents);
  - 5) further statutory heirs (if there is no spouse, children, parents and siblings).
7. The Insurance Company shall make the payment of the benefit up to the amount of the sums insured corresponding to the relevant scope of cover.
8. Benefits payable to the Insured or an authorized person shall be effected in Polish zlotys, American dollars, or euros (at the Insured Person's discretion), as an equivalent of amounts in other currencies, converted into zlotys at a foreign exchange rate published by the National Bank of Poland in its foreign exchange average rate tables applicable on the day of occurrence of the event giving rise to the insurance liability and shall be in the amounts not exceeding the sums insured defined in the insurance contract.
9. The Insurance Company is obliged to effect the payment of the benefit within 30 days from being notified of an insured event.
10. If it is not possible to clarify the circumstances required to determine the liability or the amount of the benefit within 30 days, the benefit shall be payable within 14 days from the day on which, with due diligence, it has become possible to clarify such circumstances. However, the Insurance Company shall pay any part of the benefit that is undisputable under the documents submitted within the time limit referred to in Section 9 above.
11. Assistance services guaranteed hereunder may be delayed as a result of strikes, riots, social unrest, acts of terror, civil war or international war, radioactive or ionizing radiation, act of God or Force Majeure.
12. The Foreign Travel Insurance shall not cover any compensation for harm, pain, and physical or moral suffering.

## § 8 Recourse Claims

1. As of the benefit payment date, the Insurance Company shall take over any claims against a third party responsible for damage up to the amount of compensation paid by the Insurance Company. If the Insurance Company has covered only a part of the loss, the Insured Person shall have the priority in satisfying his/her claims over the Insurance Company's claims in relation to the remaining part of the loss.
2. If the Insured Person resigns or has resigned from the right to make any claims against a third party or the right to secure claims, without the consent of the Insurance Company, the Insurance Company shall be discharged from its obligation to make the payment of the benefit and the Policyholder shall not be entitled to a reimbursement of his/her premium.
3. Claims shall not be taken over by the Insurance Company if a person causing the damage is a member of the Insured Person's household, unless the perpetrator has caused such damage intentionally.
4. The Insured Person is obliged to provide the Insurance Company with all information and documents, and to enable the Insurance Company to conduct the activities required to make efficient recourse claims.

## MEDICAL TREATMENT COSTS AND ASSISTANCE INSURANCE

### § 9 Subject and scope of medical treatment costs and assistance insurance

- a) The insurance shall cover medical treatment costs incurred by the Insured Person who, during his/her foreign trip, had to undergo immediate medical treatment due to a sudden illness or an accident to the extent required to bring the Insured Person's health back to a condition allowing for his/her return or transportation to the place of permanent residence or to a medical centre on the territory of the Insured Person's country of permanent residence, as well as the costs of services connected with providing aid during the trip i.e. assistance services.
2. Medical treatment costs shall comprise the following expenses, if incurred outside the territory of the Insured Person's country of permanent residence:
  - 1) Outpatient medical examinations and treatments recommended by a doctor;
  - 2) Doctor consultations and fees;
  - 3) Hospital stay, i.e. medication, medical examinations, treatments and surgery whose performance, given the Insured Person's state of health, could not be postponed until his/her return to the territory of the Insured Person's country of permanent residence. The Assistance Centre shall make the choice of the hospital which is best suited to the Insured Person's state of health, make the reservation with the hospital and, if required due to the Insured Person's health condition, arrange ambulance transportation to the hospital, inform the hospital about the terms of payment and remain in an ongoing contact with the hospital.
  - 4) Doctor's arrival from the nearest health care unit to the Insured Person's place of accommodation, if required due to the Insured Person's health condition;
  - 5) Purchase of medicines and dressing, plasma substitutes, as well as orthopaedic aids (e.g. artificial limbs, crutches) prescribed by a doctor, except for supplements, energizing agents and cosmetic preparations;
  - 6) The Insured Person's transportation from the place of an accident or a sudden illness to the nearest hospital or health care unit, or the Insured Person's transportation to another hospital, if a medical unit where the Insured Person is hospitalized does not provide medical care suited to the Insured Person's state of health, in accordance with a written recommendation of a supervising doctor, after appropriate arrangements with the Assistance Centre have been made;
  - 7) Providing immediate medical assistance related to pregnancy complications, as well as transportation to the medical unit resulting from such complications;
  - 8) Dental treatment in the event of sharp pains and inflammatory conditions occurring during the insurance cover period, up to the equivalent of EUR 150 for all illnesses requiring immediate medical assistance.
  - 9) A decompression chamber in medically justified cases.
3. Assistance Insurance shall comprise the following services:

- 1) **24/7 Assistance Centre call-duty service**

The Assistance Centre, on the basis of the information obtained from the Insured Person, shall arrange assistance in each and every situation covered by the insurance.

- 2) **The Insured Person's transportation to the territory of the Republic of Poland or his/her country of permanent residence**

The Insurance Company shall ensure the arrangement and cover costs of transportation of the Insured Person to a health care unit or a place of residence on the territory of the Insured Person's country of permanent residence, if required due to the Insured Person's health condition, and if the previously planned means of transportation cannot be used. The Insured Person shall be transported by the means of transportation suited to his/her health condition, after the Insured Person has been provided with indispensable medical assistance abroad, allowing for his/her transportation to the territory of the Insured Person's country of permanent residence.

The decision regarding the necessity and feasibility of such transportation, as well as the choice of the destination to which the Insured Person is transported is made by the Assistance Centre, with the approval of the supervising doctor. The Insured Person's transportation costs shall be covered up to the amount corresponding to the cost of arranging such transportation by the Assistance Centre to the territory of the Insured Person's country of permanent residence, but not more than up to the sum insured for medical expenses and assistance and shall reduce the sum insured for treatment and assistance costs.

In the event of arranging transportation independently by the Insured Person's family members or a third party, the Insurance Company shall reimburse the incurred costs, however, only up to the amount that the Assistance Centre would have incurred when arranging the Insured Person's transportation to the territory of the Insured Person's country of permanent residence.

**3) Transportation of mortal remains of the Insured Person**

If the Insured Person dies during a foreign trip as a result of an accident or a sudden illness, the Insurance Company, with the approval of the Insured Person's family, shall arrange for all the formalities and cover the costs of:

- a) Transportation of mortal remains of the Insured Person to the place of burial on the territory of the Insured Person's country of permanent residence. The cost of transportation of mortal remains shall be covered up to the amount corresponding to the cost of arranging such transportation by the Assistance Centre to the territory of the Insured Person's country of permanent residence, and the transportation cost in question shall reduce the sum insured under the medical treatment costs and assistance insurance.
- b) Purchase of a transportation coffin up to the equivalent of EUR 1,000.

The manner and means of transportation of mortal remains shall be chosen by the Assistance Centre. The Assistance Centre may also organize and cover the costs of cremation and transportation of the urn (ashes) to the territory of the Insured Person's country of permanent residence, as well as the costs of the Insured Person's burial abroad, however, only up to the amount that the Assistance Centre would have incurred when arranging the transportation of the Insured Person's mortal remains to the territory of the Insured Person's country of permanent residence, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

In the event of the Insured Person's family members or a third party arranging transportation independently the Insurance Company shall reimburse the incurred costs, however, only up to the amount that the Assistance Centre would have incurred when arranging the Insured Person's mortal remains transportation to the territory of the Insured Person's country of permanent residence, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

**4) Extension of the insurance cover in emergency cases**

The insurance period shall be extended without the need to make payment of an additional premium, by not more than three days, in the event that the Insured Person's return is delayed for reasons named in points a) – f) below, which are beyond the Insured Person's control:

- a) Breakdown of a means of transportation (land, water or air transportation);
- b) Acts of God: fire, hurricane, flood, torrential rain, hail, volcanic ash,
- c) Avalanche, being struck with direct lightning, earthquake, land sinking or sliding, an explosion or a crash of aircraft;
- d) Rescue operation conducted in connection with acts of God specified in item b) above;
- e) Cancellation or delay of a public means of transportation due to adverse weather conditions;
- f) Accident of a ground, water or air means of transport.

In the event that there is the risk that a foreign trip may be prolonged, the Insured Person is obliged to contact the Assistance Centre immediately. The Insurance Company shall pay a benefit during the extended insurance period in emergency cases provided that the Insured Person presents evidence for the occurrence of the above events. In the case of a breakdown of a means of transport, such evidence shall be a car repair or towing bill or a written confirmation of such a breakdown by the carrier.

**5) Delivery of urgent information**

In the case of an unexpected event occurring, such an event being beyond control of the Insured Person and causing a delay or change in the course of the Insured Person's trip, the Assistance Centre, at the Insured Person's request, shall deliver the necessary information to the indicated person or institution.

**6) Transportation of family members accompanying the Insured Person during a foreign trip in the event of the Insured Person's death**

In the event the Insured Person dies as a result of an accident or sudden illness during a foreign trip, the Assistance Centre shall arrange and cover the costs of transportation to the territory of the Insured Person's country of permanent residence of his/her family members insured with the Insurance Company who accompanied the Insured Person on the day of his/her death during a foreign trip. The Insurance Company shall cover the costs of transportation of the Insured Person's family members by train or bus, at the Assistance Centre's discretion. In the event that the expected transportation time by train or bus exceeds 12 hours, the Insurance Company shall cover the costs of transportation by air (economy class), provided that the originally planned means of transportation cannot be used.

The above costs of transportation of the insured family members accompanying the Insured Person shall be covered up to the amount corresponding to the costs of arrangement of such transportation to the territory of the Insured Person's country of permanent residence by the Assistance Centre, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

**7) Transportation of minor children of the Insured Person and covering the cost of their stay**

In case of the Insured Person's hospitalization or death, if these events resulted from an accident or sudden illness, the Assistance Centre shall arrange and cover the costs of accommodation, meals and transportation of a minor child (children) travelling together with the Insured Person, provided that the child has been exclusively under the Insured Person's custody during the trip. The Insurance Company shall cover expenses borne for accommodation and meals of a minor child (children) for up to 7 days, with a daily limit of EUR 150. The Insurance Company shall cover the costs of transportation of the Insured Person's minor child (children) by train or bus, at the discretion of the Assistance Centre. In the event that the expected time of transportation by train or bus exceeds 12 hours, the Insurance Company shall cover the costs of transportation by air (economy class) to the territory of the Insured Person's country of permanent residence or to a place of permanent residence of a person indicated by the Insured Person to take care of the child (children) on the territory of the Insured Person's country of permanent residence or the country of the Insured Person's hospitalization. During the transportation, the children shall remain under the custody of the Insurance Company's representative.

The above costs of transportation of the Insured Person's minor child (children) shall be covered up to an amount corresponding to the cost of arranging such transportation by the Assistance Centre to the territory of the Insured Person's country of permanent residence, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

**8) Coverage of costs related to the stay and transportation of a person accompanying the Insured Person in a foreign trip**

- a) If, as a result of a sudden illness or an accident, the Insured Person has to be hospitalized, the Assistance Centre shall arrange and cover the costs of accommodation, meals and return transportation for one person accompanying the Insured Person, provided that the presence of such a person is necessary and recommended in writing by the doctor supervising the Insured Person's treatment abroad, appointed or approved by the Assistance Centre. The accompanying person shall be transported from the hospitalization place of the Insured Person to the place of permanent residence of the accompanying person on the territory of the Insured Person's country of permanent residence.
- b) In the event of the Insured Person's death as a result of a sudden illness or an accident, the Assistance Centre shall arrange and cover the costs of accommodation, meals and return transportation for one person remaining with the Insured Person's corpse and accompanying it during the transportation to the territory of the Insured Person's country of permanent residence. The person accompanying the Insured Person's corpse to the territory of the Insured Person's country of permanent residence shall be transported to the place of burial or to a relevant institution on the territory of the Insured Person's country of permanent residence. The choice of such a destination place shall be made at the discretion of the Assistance Centre.

The above costs shall be reimbursed for the maximum of 7 days, with a daily limit of EUR 100. The Insurance Company shall cover the costs of the person's transportation by train or bus – at Assistance Centre's discretion. In the event that the expected time of travel by train or bus exceeds 12 hours, the Insurance Company shall cover the costs of air transportation (economy class). The transportation costs referred to above shall be reimbursed up to the amount corresponding to the costs of arranging such transportation to the territory of the country of permanent residence by the Assistance Centre, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

**9) Transportation and stay of a family member called to the Insured Person or of another person indicated by the Insured Person**

In the event that the Insured Person is hospitalized abroad for a period of time exceeding 7 days and is not accompanied during his/her trip by any adult person, or if the Insured Person's life is at risk, as confirmed by the written opinion of a supervising doctor, the Assistance Centre shall arrange, and cover the costs of, the stay and transportation (including a return to the respective place of permanent residence) to the Insured Person's hospitalization place, of one person called by the Insured Person to accompany him/her, such a person domiciled on the territory of the Insured Person's country of permanent residence or hospitalization. The Insurance Company shall cover the costs of transportation by train or bus, at the Assistance Centre's discretion. In the event that the expected time of transportation by train or bus exceeds 12 hours, the Insurance Company shall cover the costs of air transportation (economy class). The costs of transportation shall be covered up to the amount corresponding to costs of arranging such transportation to and from the territory of the country of permanent residence by the Assistance Centre, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs. The costs incurred in connection with the stay of a person called to accompany the Insured Person shall be reimbursed for the maximum of 7 days, with the daily limit of EUR 100.

**10) Coverage of costs of search and rescue in the mountains and at sea**

The Insurance Company shall cover the costs of search and rescue of the Insured Person in the mountains and at sea up to the equivalent of EUR 6,000. The search and rescue shall be carried out by specialized mountain or sea rescue services on the territory of a given country or in the international area. The search service shall be provided from the moment of notifying the relevant services of the Insured Person's missing until the Insured Person has been found, or until the search operation is abandoned. The rescue service shall be provided from the moment of finding the Insured Person until he/she is conveyed to the relevant medical services, and consists in providing first aid by specialized services. The Insurance Company shall not cover any costs in the case of a supposed risk of kidnapping.

**11) Assistance in the event of the necessary earlier return of the Insured Person**

If the Insured Person is forced to make an unexpected, earlier-than-scheduled return to the territory of the Insured Person's country of permanent residence, and the originally planned means of transportation cannot be used, the Assistance Centre shall arrange, and cover the costs of, the Insured Person's transportation to the territory of the Insured Person's country of permanent residence by train or bus, at Assistance Centre's discretion, and, in the event that the expected time of travel by train or bus exceeds 12 hours, the Assistance Centre shall arrange, and cover the costs of, air transportation (economy class). Such a service shall only be provided in the event of:

- a) a sudden illness of the Insured Person's family member resulting in that family member's hospitalization or death,
- b) a burglary, fire or flooding of an apartment or a house at the Insured Person's place of permanent residence on the territory of the Insured Person's country of permanent residence, requiring taking legal and administrative actions during the period of the planned trip, in the course of which the presence of the Insured Person is indispensable.

The need of the Insured Person's earlier return must be documented and approved in advance by the Assistance Centre. Transportation costs shall be covered up to an amount corresponding to the cost of arranging such transportation to the territory of the Insured Person's country of permanent residence by the Assistance Centre, but not more than up to the sum insured for medical expenses and assistance and such costs shall reduce the sum insured for treatment and assistance costs.

**12) Assistance in the event of the necessary prolongation of the Insured Person's trip**

If the health condition of the Insured Person does not demand hospitalization, the originally scheduled period of the Insured Person's trip has elapsed, and the Assistance Centre is not in a position to effect the Insured Person's transportation due to reasons beyond the Insured Person's control, the Assistance Centre shall arrange, and cover the cost of, accommodation and meals for the Insured Person. Additionally, the costs incurred in connection with the stay of a person called to accompany the Insured Person shall be reimbursed for the maximum period of 3 days, with the daily limit of EUR 100.

**13) Continuation of the Insured Person's planned trip**

If the health conditions of the Insured Person, after completion of the treatment connected with a sudden illness or an accident, allows him/her to continue the trip, the Assistance Centre, at the Insured Person's request, shall arrange, and cover the costs of, the transportation of the Insured Person, together with the Insured members of the Insured Person's family accompanying him/her, from the place of his/her hospitalization to a subsequent stage of the interrupted trip (by train or bus, at Assistance Centre's discretion, and if the expected time of travel by train or bus exceeds 12 hours, by air (economy class)), to enable the Insured Person to continue the trip.

4. The Insurance Company's liability limits defined in items 2 and 3 of this Section shall decrease the sum insured under the medical treatment costs and assistance insurance.

**§ 10 Sum insured under the medical treatment costs and assistance insurance**

1. The sum insured indicated in the insurance document under the medical treatment costs and assistance insurance shall be the sum per each Insured Person.
2. The Insurance Company shall be liable to the maximum amount of the sum insured, as defined in the insurance document, including the limits stipulated in Section § 9 hereof.
3. The sum insured shall be the sum per incident, which shall mean that any amounts of benefit paid to the Insured Person in connection with the same incident shall not decrease the sum insured, unless otherwise provided herein.

**§ 11 Exclusions of liability under the medical treatment costs and assistance insurance**

1. In addition to the exclusions stated in § 18 hereof, the Insurance Company shall not be liable for medical treatment and assistance costs:
  - 1) if there had been medical contraindications, known to the Insured Person or the Policyholder, against the Insured Person's making a foreign trip or if, before the Insured Person's departure abroad, there had been recommendations for him/her to undergo a surgery or hospital treatment;
  - 2) exceeding the amounts required for the Insured Person to make sufficient recovery allowing him/her to return or to be transported to his/her place of permanent residence or a health care unit on the territory of the Insured Person's country of permanent residence;
  - 3) resulting from illnesses, diseases or consequences of accidents that occurred outside the insurance period and whose treatment was not finalized;
  - 4) related to illnesses resulting from alcoholism;
  - 5) related to sanatorium treatment, therapies at recreational centers or addiction treatment centers, physiotherapy, heliotherapy, aesthetic operations, plastic surgery and beauty treatments;
  - 6) if, in the opinion of a supervising doctor, the commencement of the treatment may be postponed until the Insured Person returns to the territory of the Insured Person's country of permanent residence;
  - 7) not resulting from a sudden illness or an accident;
  - 8) occurring on the territory of the Insured Person's country of permanent residence;
  - 9) not required to diagnose or to treat an illness, related to a medical check-up or preventive vaccination;
  - 10) related to foreign trips with a view to obtaining medical advice, resulting from the planned treatment and complications related thereto;
  - 11) resulting from one's failure to comply with the recommendations of a supervising doctor or doctors of the Assistance Centre;
  - 12) arising from chronic illnesses;
  - 13) related to a childbirth occurring after the 30<sup>th</sup> week of pregnancy;
  - 14) related to abortion, unless such abortion has been conducted to save the Insured Person's life or health and is allowed by the law of the country where it has been carried out;
  - 15) related to artificial insemination or infertility treatment, as well as to the purchase of contraceptives;
  - 16) resulting from operations or treatment by unconventional methods;
  - 17) related to repair and purchase of corrective glasses and repair of prosthesis (including denture), medical equipment, medical apparatus and rehabilitation equipment, subject to the provisions of § 9 Section 2 item 5 hereof;

**§ 12 Procedure for events insured under the medical treatment costs and assistance insurance**

1. If an event covered by the insurance occurs, the Insured Person or other persons acting on the Insured Person's behalf shall follow the provisions of this section.
2. If an event covered by the insurance occurs, the Insured Person shall, as far as possible, prevent the escalation of the loss and limit the consequences thereof.
3. Moreover, the Insured Person or a person acting on the Insured Person's behalf, shall, prior to taking up any actions on his/her own, contact the Assistance Centre by telephone, as indicated in the insurance document, not later than within 24 hours from the occurrence of the event covered by the insurance.
4. When contacting the Assistance Centre, the Insured Person or a person acting on the Insured Person's behalf shall:
  - 1) state the insurance document number and the Insured Person's name;
  - 2) provide to a Colonnade Assistance Centre consultant an accurate description of the circumstances of the insured event as well as the Insured Person's current situation;
  - 3) define what assistance is needed;
  - 4) provide a telephone number at which the Assistance Centre may contact the Insured Person or a person acting on the Insured Person's behalf;
  - 5) provide the Insurance Company's doctors with access to all medical information.
5. The Insured Person or a person acting on the Insured Person's behalf is obliged to:
  - 1) comply with Assistance Centre's recommendations while providing all the indispensable information and authorization;

- 2) allow the Assistance Centre to perform activities required to determine the circumstances of the loss and claim, to confirm whether the claims are legitimate and to determine the amount of the benefit, as well as to provide all the necessary assistance and explanations.
6. The Insurance Company shall investigate claims on the condition of receiving the Insured Person's authorization, which shall be made in writing to be valid, to consult doctors conducting the treatment and other persons or offices in matters related to the accident or a sudden illness to such an extent as is related to loss adjustment procedure.
7. In the event that, for reasons beyond his/her control (which shall be adequately evidenced), the Insured Person or a person acting on the Insured Person's behalf does not contact the Assistance Centre in advance to obtain a guarantee that the costs will be covered or reimbursed, he/she shall notify the Assistance Centre of the incurred costs immediately after the cessation of such reasons, however not later than within 7 days from the date when such reasons cease.
8. In the event that the Insured Person or a person acting on the Insured Person's behalf, for reasons beyond his/her control, which shall be adequately evidenced, did not fulfil the obligation referred to in section 3 above and the Insured Person borne expenses, or if the Insured Person has obtained Assistance Centre's approval to have the costs incurred reimbursed after his/her return to the territory of the Insured Person's country of permanent residence, he/she shall declare in writing his/her readiness to take advantage of the guarantees defined in the insurance contract within 7 days from the date of returning to the territory of the Insured Person's country of permanent residence, however not later than within 45 days from the accident date. The notification of a claim for the payment of benefit under the medical treatment costs and assistance insurance shall contain:
  - 1) the insurance document number or other data making it possible to identify the Insured Person;
  - 2) a detailed description of the circumstances of the accident;
  - 3) a medical certificate describing the type and nature of injuries, including an exact diagnosis and the recommended treatment;
  - 4) the original bills and payment certificates, documents confirming the reasons and scope of medical assistance provided or related to other costs under insurance, and hospital certificates, which will allow the Insurance Company to determine the total treatment costs borne by the Insured Person.

## ACCIDENT INSURANCE

### § 13 Subject matter and scope of accident insurance

1. Accident insurance shall cover the Insured Person's health and life.
2. The insurance cover shall apply to consequences of accidents occurring during the term of the insurance contract.
3. The Insurance Company guarantees the payment of the following benefits:
  - 1) Permanent disability resulting from an accident benefit – payable as a percentage of the sum insured indicated in the insurance document, on the basis of the Table of Benefits, constituting Annex 1 to these General Terms and Conditions of Insurance
  - 2) Accidental death benefit, in the event of the Insured Person's death within 12 months from the date of the accident. The benefit shall be payable at 100% of the sum insured under accident insurance indicated in the insurance document.

### § 14 Determining the benefits under accident insurance

1. The amount of benefit under accident insurance shall be determined after the confirmation that there is a causative relation between the accident and permanent disability/bodily injury or death.
2. The degree (percentage) of permanent disability/injury to health shall be determined immediately after the completion of treatment, taking into account the recommended rehabilitation treatment, however not later than within 24 months from the date of the accident.
3. Permanent bodily injury shall be determined subject to the following provisions:
  - 1) The degree (percentage) of permanent bodily injury is determined on the basis of the Table of Benefits, constituting Annex 1 to these General Terms and Conditions of Insurance.
  - 2) On the basis of the determined degree (percentage) of permanent bodily injury, the Insured Person is entitled to a benefit payable in the amount resulting from multiplying the sum insured indicated in the insurance document by the determined degree (percentage) of the Insured Person's permanent bodily injury, however not exceeding the amount determined in the insurance document;
4. When determining the degree (percentage) of permanent bodily injury, the type of work or activities performed by the Insured Person shall not be taken into account.
5. The combined degree (percentage) of permanent bodily injury shall equal the sum of percentages determined for individual types of permanent bodily injury suffered by the Insured Person, on the condition that the combined value may not exceed 100%.
6. In the event the Insured Person abandons further post-accident treatment which has been explicitly recommended by the doctors, the degree (percentage) of permanent bodily injury shall be determined for the health condition which, to the knowledge of a doctor making such a recommendation, would result from such recommended treatment.
7. In the event of a loss of or injury to an organ or system whose functions were already impaired before the accident, the degree (percentage) of permanent bodily injury shall be determined as the difference between a condition after the accident and a condition existing directly prior to the accident.
8. In the event the Insured Person dies as a result of the accident before the lapse of 12 months from the date of the accident, the Insurance Company shall pay to the Beneficiary a one-off benefit equal to the full sum insured in the event of death as determined in the insurance document, provided that no benefit on account of permanent disability/bodily injury was

paid earlier. However, if the permanent bodily injury benefit was already paid, the death benefit shall be reduced by the amount previously paid.

9. In the event the Insured Person dies for reasons not related to the accident and the degree (percentage) of permanent bodily injury was not determined earlier, the degree (percentage) of permanent bodily injury shall be determined on the basis of the medical documentation collected.
10. In the event the Insured Person dies after his/her permanent bodily injury resulting from the accident was determined, but no benefit due to permanent bodily injury was paid, the Insurance Company shall only be obliged to pay the death benefit.
11. In the event of the Insured Person's death after the expiry of 12 months from the date of the accident, the death benefit under the accident insurance shall not be payable.

#### **§ 15 Sum insured under accident insurance**

1. The sum insured under accident insurance indicated in the insurance document shall be the sum per capita.
2. The Insurance Company's liability shall not exceed the amount of the sum insured.
3. The sum insured shall be the sum per all incidents, which means that any amount of benefit paid in connection with the same incident to the Insured Person's benefit shall decrease the sum insured.

#### **§ 16 Exclusions of liability under accident insurance**

In addition to the exclusions stated in § 18 hereof, the insurance cover shall not apply to the consequences of accidents resulting from:

- 1) Intentional self-mutilation or injury at one's own request or a suicide attempt and consequences of the Insured Person's suicide, irrespective of the Insured Person's sanity;
- 2) The Insured Person's undergoing medical treatment or procedures, except for those that were related to the treatment of consequences of an accident and were recommended by a doctor;
- 3) Unorthodox procedures or treatment, not recognized scientifically or medically;
- 4) Poisoning with solid or liquid substances which entered the Insured Person's organism through respiratory tract, digestive tract or skin;
- 5) Any diseases, even those appearing abruptly or manifesting themselves after the accident has taken place;
- 6) Pregnancy and childbirth;
- 7) All somatic illnesses;
- 8) Chronic illnesses;
- 9) Mental disorders
- 10) Events resulting from the Insured Person's being under the influence of alcohol, taking drugs, intoxicants, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor, but not taken as recommended;
- 11) A pathological fracture, i.e. a fracture resulting from prior pathological bone conditions or subperiosteal fracture (the so-called bone rupture).

#### **§ 17 Procedure for incidents under accident insurance**

1. In the event of occurrence of an incident covered by the Insurance Company, the Insured Person or other persons acting on the Insured Person's behalf shall follow the provisions of this section.
2. In the event of an incident covered by the Insurance Company, the Insured Person shall, as far as possible, prevent the escalation of loss and limit the consequences thereof, as well as shall remain obliged to:
  - 1) Immediately submit himself/herself to medical care and to take up actions to mitigate the consequences of an accident by following the doctor's recommendations;
  - 2) Secure, at the place of the accident, the documents required to determine the legitimacy of the claim and the amount of the benefit, as well as the description of medical treatment, including the medical examination results (a doctor's diagnosis), justifying the necessity of providing immediate assistance, as well as other documents related to the accident which has taken place (e.g. a police memorandum describing the circumstances of a traffic accident, an industrial safety report in the case of an industrial accident);
  - 3) Submit to the Insurance Company in writing a loss notification, with the use of the form indicated by the Insurance Company or of contents corresponding to the contents of such a form, together with the comprehensive documentation of the accident, within 7 days from the date of return to the territory of the Insured Person's country of permanent residence, however not later than within 45 days from the date of the accident. The loss notification shall contain:
    - a) The insurance document number or other data making it possible to identify the Insured Person;
    - b) A detailed description of the circumstances of loss (the date, place, description of the loss and the actions taken by the Insured Person after the incident);
    - c) Medical documentation confirming the occurrence of the incident and injuries resulting therefrom;
  - 4) Undergo a medical examination (to the extent determined by the Insurance Company), to be conducted by doctors appointed by the Insurance Company, in order to determine the condition of the Insured Person's health or his/her bodily injury; the costs of such an examination shall be borne by the Insurance Company.
3. The Insurance Company shall investigate claims on the condition of receiving the Insured Person's authorization, which shall be made in writing to be valid, to consult doctors conducting the treatment and other persons or offices in matters related to the accident to such an extent as is related to loss adjustment procedure.
4. In the event of the Insured Person's death, the persons entitled to the benefit, on production of a death certificate, shall be determined in accordance with § 7 section 6 hereof.

## FINAL PROVISIONS

### § 18 General exclusions of liability

1. This section deals with exclusions of the Insurance Company's liability relating to all risks covered by the insurance contract.
2. The Insurance Company shall not be liable for incidents:
  - 1) resulting from illnesses or consequences of personal accidents that have occurred outside the insurance period
  - 2) resulting from the Insured Person's failure to undergo vaccination or other preventive treatment necessary prior to departing to countries where such treatment is required;
  - 3) occurring on the territory of the Insured Person's country of permanent residence;
  - 4) arising from mental disorders or diseases, neurosis, depression (even if they are consequences of an accident), and for the incidents connected with psychoanalytical or psychotherapeutic treatment;
  - 5) arising from sexually transmitted diseases, AIDS and HIV infection;
  - 6) resulting from the Insured Person's being under the influence of alcohol, drugs, intoxicants, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor, but not taken as recommended, unless this did not affect the insured event occurring;
  - 7) caused deliberately by the Insured Person, self-mutilation, attempted suicide and consequences of a suicide, irrespective of the Insured Person's sanity;
  - 8) resulting from diseases and accidents caused by epidemics or contamination, or any type of radioactive or ionizing radiation;
  - 9) resulting from incidents directly related to social riots and unrest, disturbances, strike, sabotage and coups;
  - 10) resulting from events directly related to local and international war activities;
  - 11) resulting from acts of terror, unless these occurred unexpectedly during the Insured Person's foreign trip; in this case the Insurance Company's liability shall last until the end of the 7<sup>th</sup> day, counting from the day on which the sudden act of terror transpired, and shall be limited to medical treatment costs and the transportation of the Insured Person to the territory of the Insured Person's country of permanent residence;
  - 12) resulting from acts of terror occurring in regions in which acts of terror have taken place during the 60 days preceding the event giving rise to the loss; a region shall be construed as the area within a 200 km radius from the place of the insured event;
  - 13) resulting from the Insured Person's stay in restricted access areas;
  - 14) resulting from actions against the local law and local authorities' bans;
  - 15) resulting from the Insured Person's practising sports in unauthorized places;
  - 16) resulting from the Insured Person's participation in animal hunting;
  - 17) resulting from practising extreme sports;
  - 18) related to aviation accidents, unless the Insured Person was a passenger of licensed airlines;
  - 19) resulting from the failure to respect the commonly accepted safety rules, if this contributed to a loss;
  - 20) resulting from the Insured Person's driving a vehicle without a valid and required driving licence or from the Insured Person's driving a vehicle under the influence of alcohol, drugs, toxicants, psychotropic substances;
  - 21) arising from the Insured Person's participation in competitions or races as a driver, a driver's assistant or a passenger of any motor vehicle, including any types of test or trial drives;
  - 22) caused by the Insured Person, or resulting from the Insured Person's complicity, intentionally or as a result of the Insured Person's gross negligence;
  - 23) arising from accidents occurring during the performance of stuntman's duties;
  - 24) arising from participation in any manoeuvres carried out under the supervision of the military authorities, or for the actions of paramilitary organizations;
  - 25) resulting from performing physical work;
  - 26) resulting from practising competitive or professional sports, except for the participation in marathons races.
3. The Insurance Company will not provide coverage, will not be obliged to pay any compensation or benefit under this Insurance Contract to the extent to which provision of such coverage, payment of such compensation or benefit would expose the Insurance Company or its parent company to any penalty, ban/prohibition or restriction pursuant to Resolutions of the United Nations, Great Britain or law of the European Union or the United States of America relating to trade and economic sanctions.

### § 19 General provisions

1. Unless stipulated otherwise herein, any and all notices and representations addressed to the Insurance Company to be valid shall be submitted in writing.
2. All correspondence and contacts with the Insurance Company shall be conducted in Polish, English or Spanish. Medical documentation may be submitted in the English language. The Insurance Company may demand that documents be translated from a foreign language into Polish, in which case the document shall be translated into Polish by a sworn translator.
3. The insurance contract may be complemented with additional provisions or regulations, different from these General Terms and Conditions of Insurance. Such amendments to be valid shall be made in writing.
4. In matters not provided for herein, the provisions of the Polish law shall apply.
5. In the event that the Policyholder, the Insured Person or a person authorized to make claims does not concur with the Insurance Company's decisions concerning a refusal to satisfy the claim, or submits any other complaints or appeals, such persons may apply to the Insurance Company to re-examine a particular case.
6. If the Policyholder/Insured Person or another individual authorized to obtain the benefit under the insurance contract would like to make a complaint to the Insurance Company, this should be done
  - 1) in writing, sending a letter to: Colonnade ul. Marszałkowska 111, 00-102 Warszawa, or

- 2) by telephone, calling +48 22 528 51 00 or orally for the record during a visit at the Insurance Company's seat, or
- 3) via e-mail: reklamacje@colonnade.pl.
7. The Insurance Company replies to a complaint in writing within 30 days from the date of its receipt, and in particularly complicated cases, within 60 days from the date of its receipt. A reply to a complaint may be sent via email, if the complaining person has requested so and indicated an e-mail.
8. Moreover, the Policyholder/Insured Person may complain to:
  - 1) the Financial Ombudsman;
  - 2) the Financial Supervision Authority, which supervises the Insurance Company's operations in Poland;
  - 3) the Municipal and District Consumer Ombudsmen.
9. Irrespective of the provisions of this section, the Policyholder/Insured Person or another person entitled to obtain the benefit may take legal actions in order to pursue their claims.
10. The Financial Ombudsman (*Rzecznik Finansowy* ([www.rf.gov.pl](http://www.rf.gov.pl))) is the entity entitled to conduct out-of-court proceedings related to the resolution of consumer disputes.
11. Any disputes arising from the insurance contract will be considered by a court of a competent jurisdiction in accordance with the provisions on general jurisdiction or by a court of a competent jurisdiction for the place of permanent residence or registered seat of the Policyholder, the Insured Person, the Beneficiary under the insurance contract or heirs of the Insured Person or the Beneficiary.
12. The Insured Person is provided with assistance in connection with an incident covered by the insurance contract under state regulations of the country in which it is provided, or under international regulations.

Colonnade Insurance Société Anonyme Oddział w Polsce  
ul. Marszałkowska 111  
00-102 Warszawa  
Polska  
tel. +48 22 528 51 00  
fax +48 22 528 52 52  
e-mail: [info@colonnade.pl](mailto:info@colonnade.pl)

### ***Rules for the processing of personal data***

The administrator of personal data is Colonnade Insurance S.A., carrying out operations in Poland through its local office (hereinafter: Colonnade or the Administrator). The legal basis and purpose of the processing of personal data is to take action prior to the conclusion and execution of an insurance contract, including the fulfilment of Colonnade's legal obligation to assess an insurance risk and to assess the needs (adequacy of the product offered). In case of collecting the data concerning the state of health, the legal basis for the processing of those data is the person's consent. Personal data may also be processed in order to fulfil the legal obligations incumbent on the Administrator, and the necessity of their processing always stems from legal regulations (concerning insurance activity, complaint handling, tax and accounting issues, statistical and actuarial obligations and consumer protection), as well as for purposes arising from the legitimate interests of the Administrator (i.e. reduction of insurance risk through its reinsurance, prevention of Administrator's sustaining damage through counteracting insurance crime, conducting direct marketing of in-house products through conducting analytical activities and contacting the person whom the data concern, ensuring compliance with international sanctions through analyses, and also to assert or defend against claims arising from the Administrator's activity, including any necessary actions to secure them).

Personal data may only be disclosed to other entities in connection with the implementation of the aforementioned objectives and on the basis of a written agreement (including IT service providers, insurance intermediaries, loss adjusters, debt collectors and marketing agencies), as well as to other entities in connection with the legitimate purpose of the Administrator (including insurance companies, reinsurers, payment operators).

Depending on the purpose, personal data are always processed no longer than provided for by the statute of limitations of claims or legal regulations. Personal data may be transferred to third countries (outside the European Economic Area) only in situations defined by law, in particular if conditions ensuring an adequate level of personal data security are met. In order to comply with established international sanctions, personal data may be transferred to DXC Technology, a company based in the United States, which has joined the Privacy Shield program, meaning that DXC Technology ensures that appropriate measures are taken to protect and secure personal data as required by European legislation.

The person whom the data concern has the right to request access to personal data, to rectify, erase or restrict the processing of the said data or to object to their processing, the right to transfer the data and to lodge a complaint with the data protection supervisory authority (both in Poland and Luxembourg) and the right to withdraw his or her consent. The provision of personal data is necessary for the conclusion and execution of an insurance agreement and for the fulfilment of Colonnade's legal obligations. It is not possible to conclude an insurance contract without supplying personal data. Providing a telephone number and an email address is voluntary, unless the latter is necessary for the purpose of delivering insurance documentation. Notwithstanding the above, conducting direct marketing activities by e-mail or by telephone shall not be possible without prior consent, which may be revoked at all times by making contact, in the manner indicated below.

The Administrator may make automated decisions, including profiling, regarding the assessment of insurance risk, which may affect the scope of the product offered, the amount of premium or the refusal to conclude an insurance agreement on account of the information provided, in particular, concerning age, place of residence, claims number/history, subject-matter of insurance. The person whom the data concerns shall have the right to obtain human intervention from the Administrator, to express his or her position and to challenge this decision by contacting the Administrator in the manner set out below.

The Administrator may be contacted by writing a letter to Colonnade, calling +48 22 276 26 00 and sending an email to [bok@colonnade.pl](mailto:bok@colonnade.pl). For all matters relating to the processing of personal data, in particular to exercising your rights in relation to data processing, objection, or data transfer outside the EEA, you may contact the Data Protection Officer at Colonnade ([dpo@colonnade.pl](mailto:dpo@colonnade.pl)) or send a letter to Colonnade at all times.

In particular, the person whom the data concerns shall have the right to object to the processing of the personal data for the purpose of conducting direct marketing campaigns.

**ANNEX 1 – TABLE OF BENEFITS  
TO GENERAL TERMS AND CONDITIONS OF GROUP FOREIGN TRAVEL INSURANCE eSKY BASIC**

Type of permanent disability	Percent of permanent disability
Total loss of sight of both eyes	100
Total loss of both arms or hands	100
Total deafness	100
Total removal of the lower jaw	100
Total loss of speech	100
Total loss of one arm and one leg	100
Total loss of one arm and one foot	100
Total loss of one hand and one leg	100
Total loss of one hand and one foot	100
Total loss of both legs	100
Total loss of both feet	100

**Head**

Loss of osseous substance in all its thickness:	
- surface of at least 6 sq. cm	40
- surface of 3 to 6 sq. cm	20
- surface less than 3 sq. cm	10
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40
Total loss of one eye	40
Total deafness of one ear	30

**Upper limbs**

	Right [%]	Left [%]
Loss of one arm or one hand	60	50
Loss of osseous substance of the arm (definite and incurable lesion)	50	40
Total paralysis of the upper limb (incurable lesion of the nerves)	65	55
Total paralysis of the axillary nerve	20	15
Shoulder ankylosis	40	30
Elbow ankylosis:		
- in favourable position (90° ± 15°)	25	20
- in unfavourable position	40	35
Loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40	30
Total paralysis of the median nerve	45	35
Total paralysis of the radial nerve at the torsion cradle	40	35
Total paralysis of the forearm radial nerve	30	25
Total paralysis of the hand radial nerve	20	15
Total paralysis of the cubital nerve	30	25
Ankylosis of the wrist in favourable position (straight and in pronation)	20	15
Ankylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30	25
Total loss of one thumb	20	15
Partial loss of one thumb (ungula phalanx)	10	5
Total ankylosis of one thumb	20	15
Total loss of one forefinger	15	10
Amputation of two phalanges of forefinger	10	8

Total loss of the ungual phalanx of one forefinger	5	3
Simultaneous amputation of thumb and forefinger	35	25
Total loss of thumb and finger of one hand, excluding forefinger	25	20
Total loss of two fingers of one hand, excluding thumb and forefinger	12	8
Total loss of three fingers of one hand, excluding thumb and forefinger	20	15
Total loss of four fingers of one hand, including thumb	45	40
Total loss of four fingers of one hand, excluding thumb	40	35
Total loss of one median finger	10	8
Total loss of a finger excluding thumb, forefinger and median	7	3

**Lower limbs**

	Right or left [%]
Amputation of thigh (upper half)	60
Amputation of thigh (lower half) and leg (shank)	50
Total loss of foot (tibio-tarsal disarticulation)	45
Partial loss of foot (sub-ankle-bone disarticulation)	40
Partial loss of foot (medio-tarsal disarticulation)	35
Partial loss of foot (tarso-metatarsal disarticulation)	30
Total paralysis of lower limb (incurable nerve lesion)	60
Complete paralysis of the external popliteal sciatic nerve	30
Complete paralysis of the internal popliteal sciatic nerve	20
Complete paralysis of two nerves (popliteal sciatic external and internal)	40
Anchylosis of the hip	30
Anchylosis of the knee	20
Loss of osseous substance from thigh or both bones of the leg (incurable condition)	60
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40
Loss of osseous substance of the knee-pan while the movements are preserved	40
Shortening of the lower limb by at least 5 cm	20
Shortening of the lower limb by 3 to 5 cm	20
Shortening of the lower limb by 1 to 3 cm	10
Total amputation of all the toes	25
Amputation of four toes including big toe	20
Amputation of four toes	10
Amputation of the big toe	10
Amputation of two toes	5
Amputation of one toe other than the big toe	3

If the Insured Person is left-handed, the percent values of the benefits provided in the Table of Benefits for the left and right limbs shall be transposed.

# Travel Insurance BASIC for eSky.pl Clients

Document containing information on an insurance product

**Company:** Colonnade Insurance S.A. registered in Luxembourg carrying out its operations in Poland through its local Office

**Product: BASIC**

Travel Insurance for eSky.pl clients

This document constitutes demonstrative material only. Full and binding information regarding the insurance contract can be found in the General Terms and Conditions of group foreign travel insurance eSky BASIC (GT&C) of Colonnade Insurance S.A. Oddział w Polsce Travel Insurance for eSky.pl clients of 10<sup>th</sup> May 2019.

## What kind of insurance is this?

A comprehensive insurance provided for in the insurance contract, which can arise during a foreign trip.



### What is the subject-matter of the insurance?

The scope of insurance covers:

✓ **Medical treatment costs**, as specified in the GT&C, incurred by the Insured Person (for ex. medical examinations, medication) who, during his/her foreign trip, had to undergo immediate medical treatment due to a sudden illness (a state arising suddenly and not related to previously sustained accidents, conditions and illnesses suffered by the Insured Person prior to the commencement of the insurance cover), or an accident (an event of sudden nature, caused by external factors, irrespective of the Insured Person's state of health) to the extent required to bring the Insured Person's health back to a condition allowing for his/her return or transportation to the place of residence or to a medical centre on the territory of the Insured Person's country of residence.

**Sum Insured** per each Insured Person and per each accident amounts to PLN 40.000, unless it is decreased by the costs relating to assistance services.

✓ **Assistance** – the costs of services connected with a sudden illness or an accident whose full list can be found in the GT&C, in particular:

- 1) 24/7 emergency centre call-duty service in connection with the insurance cover.
- 2) Transportation of the Insured Person to the territory of Poland or to the territory of his/her country of residence required and arranged due to the Insured Person's health condition. Sum Insured: PLN 40.000.
- 3) Transportation of the mortal remains of the Insured Person who died as a result of an accident or a sudden illness during a foreign trip and arranging for all the formalities, inclusive of the transportation coffin. Sum Insured: no limit regarding the transportation and up to EUR 1000 for the coffin.
- 4) Delivery of urgent information in connection with the accident which caused a delay or a change in the course of the trip.
- 5) Transportation of family members accompanying the Insured Person during a foreign trip in the event of the Insured Person's death as a result of an accident or sudden illness during that foreign trip, to the territory of the Insured Person's country of residence provided that the originally planned means of transportation cannot be used. Transportation by air (economy class) is provided in the event that the expected transportation time by train or bus exceeds 12 hours.
- 6) Transportation and covering the costs of the stay (accommodation, meals) of minor children travelling with the Insured Person in case of Insured Person's hospitalization or death as a result of an accident or sudden illness. The costs are covered for the period of 7 days with a daily limit of EUR 150, and as regards the transportation, according to the rules outlined above.
- 7) Covering the costs of stay and transportation of one person accompanying the Insured Person to the Insured Person's country of residence in connection with his/her sudden illness or accident requiring that the Insured Person be hospitalized or resulting in the Insured Person's death. The costs are covered for the period of 7 days with a daily limit of EUR 100, and as regards the transportation, according to the rules outlined above.
- 8) Transportation and stay of a family member called to the Insured Person or of another person indicated by the Insured Person in connection with his/her hospitalization exceeding the period of 7 days, when not accompanied during his/her trip by any adult person, or in the event of the Insured Person's death. The Insurance Company shall arrange, and cover the costs of, the stay and transportation to the Insured Person's hospitalization place, including a return to the respective place of residence. The costs are covered for the period of 7 days with a daily limit of EUR 100, and as regards the transportation, according to the rules outlined above.
- 9) Covering of costs of search and rescue in the mountains and at sea up to the equivalent of EUR 3.000.
- 10) Assistance in the event of the necessary earlier return of the Insured Person, in the situations provided for in the GT&C (for ex. sudden serious illness of a family member, burglary) to the territory of the Insured Person's country of residence, provided that the originally planned means of transportation cannot be used. Transportation by air (economy class) is provided in the event that the expected transportation time by train or bus exceeds 12 hours.
- 11) Continuation of the Insured Person's planned trip. After completion of the Insured Person's treatment connected with a sudden illness or an accident and when the health condition of the Insured Person allows him/her to continue the trip Colonnade shall arrange, and cover the costs of, the transportation of the Insured Person, together with the Insured members of the Insured Person's family accompanying him/her, from the place of his/her hospitalization to a subsequent stage of the interrupted trip, by air (economy class), if the expected time of travel by train or bus exceeds 12 hours).

Benefits connected with assistance services decrease the sum insured under the medical treatment and assistance costs.



### What the insurance does not cover

The insurance does not cover, among others, the risks:

- ✗ connected with trip cancellation;
  - ✗ connected with the performance of physical work.
- under medical treatment costs and assistance:**
- ✗ costs the exceeding the amounts required for the Insured Person to make sufficient recovery allowing him/her to return or to be transported to his/her place of residence or a health care unit on the territory of the Insured Person's country of residence;
  - ✗ where the commencement of the treatment may be postponed until the Insured Person returns to the territory of the Insured Person's country of permanent residence;
  - ✗ related to chronic illnesses;
  - ✗ related to extreme sports;
  - ✗ accidents falling outside of the scope insurance or occurring prior to the period of insurance;
  - ✗ procedures or treatment not recognized scientifically or medically, as well as sanatorium treatment, aesthetic operations or connected with the planned treatment.

**under accident insurance** the insurance does not cover, among others, the risks:

- ✗ arising as a result of the Insured Person's undergoing medical treatment or procedures, unless these were connected with treating the consequences of an accident and were recommended by a doctor;
- ✗ connected with procedures or treatment not recognized scientifically or medically;
- ✗ connected with any illness, inclusive of chronic illness and pregnancy.



### What are the limitations of insurance cover?

Depending on the type of insurance, different exclusions may apply:

**Under medical costs and assistance** insurance excluded are, among others,

- ! costs arising out of events related to medical contraindications or recommendations to undergo a surgery or hospital treatment known to the Insured Person or Policyholder;
  - ! costs related to illnesses resulting from alcoholism;
  - ! costs resulting from non-compliance with doctors' recommendations
  - ! costs of repair and purchase of medical equipment/apparatus provided for in the insurance contract (corrective glasses, prosthesis, hearing aids);
- Under accident insurance** excluded are, among others,
- ! self-mutilation caused deliberately by the Insured Person, mutilation at the Insured Person's request, attempted suicide and consequences of the Insured Person's suicide;
  - ! poisoning with solid or liquid substances, which entered the Insured Person's organism through respiratory tract, digestive tract or skin;
  - ! events resulting from the Insured Person's remaining under the influence of intoxicants defined in the insurance contract (alcohol, drugs);
  - ! pathological fractures, i.e. a fracture resulting from prior pathological bone conditions or subperiosteal fracture (the so-called bone rupture).

Additionally, **with respect to all insurance** Colonnade is not liable, among others, for:

- ! events resulting from the failure to undergo the required preventive treatment (for ex. vaccination);
- ! events arising on the territory of the Insured Person's country of residence (except for the Accident Insurance);
- ! arising from mental disorders or diseases, depression, neurosis;
- ! events resulting from the Insured Person's remaining under the influence of intoxicants defined in the GT&C (alcohol, drugs), or driving a vehicle without a valid and required driving licence;
- ! caused deliberately by the Insured Person, as well as self-mutilation, attempted suicide and consequences of suicide;
- ! caused by epidemics or contamination, or any type of radioactive radiation;
- ! connected with social riots and unrest, disturbances, strike, sabotage, coups and war activities;
- ! resulting from acts of terror, unless these occurred unexpectedly during the Insured Person's foreign trip; in this case the Insurance Company's liability shall last until the end of the 7th day, counting from the day on which the sudden act of terror transpired; the Insurance Company shall provide insurance cover only with respect to medical treatment costs and the transportation of the Insured Person;
- ! in areas/regions in which acts of terror have taken place during the period of last 60 days;

✓ **Accident Insurance** applying to the consequences of accidents occurring during the term of the insurance contract, resulting in permanent disability of the Insured Person. The permanent disability benefit is payable as a percentage of the sum insured indicated in the Table of Benefits contained in the GT&C, whereas in the event of death (accidental death benefit) it amounts to 100% of the sum insured. **Sum Insured** per each Insured Person per all accidents amounts to PLN 20.000.

✓ **Accident Insurance** applying to the consequences of accidents occurring during the term of the insurance contract, resulting in death of the Insured Person. The benefit in the event of death (accidental death benefit) it amounts to 100% of the sum insured. **Sum Insured** per each Insured Person per all accidents amounts to PLN 10.000.

! resulting from the Insured Person's stay in restricted access areas or his/her failure to respect the commonly accepted safety rules;  
! events resulting from practising sports in unauthorized places;  
! events resulting from practising extreme sports, unless insurance premium for the coverage of this risk was paid;  
! events resulting from aviation accidents, unless the Insured Person was a passenger of licensed airlines;  
! arising from the Insured Person's participation in competitions or races as a driver, a driver's assistant or a passenger of any motor vehicle, including any types of test or trial drives;  
! caused by the Insured Person, or resulting from the Insured Person's complicity, intentionally or as a result of the Insured Person's gross negligence;  
! resulting from practising competitive or professional sports, except for the participation in marathons races;  
! persons with respect to whom international sanctions have been imposed.



#### Where the insurance is valid

At the Insured Person discretion:

- ✓ Europe – the continent of Europe (excluding Russia) including its neighbouring islands resting on the continental bases and non-European countries bordering the Mediterranean (excluding Algeria, Israel, Lebanon, Libya and Russia which belong to worldwide zone);
- ✓ Worldwide – World wide world except for travel to, through or on the territory of the following countries: Iran, Syria, Sudan, North Korea and Crimea.



#### What are the obligations of the Insured Person?

- In the event of a loss occurring, the Insured Person is obliged to prevent, as far as possible, the escalation of the loss and limit its consequences, as well as to inform the Insurance Company of the event and prove the event has taken place.
- In case of **medical costs** and assistance **insurance** – contacting Colonnade Emergency Centre by telephone prior to taking any actions, not later than within 24 hours from the occurrence of the event covered by the insurance and complying with the Colonnade Emergency Centre's further recommendations.
- In case of **accident insurance** – immediate submitting to medical care.
- Providing to the Insurance Company the documents, receipts and information in possession of the Insured Person and concerning the insured event and enabling the Insurance Company to perform activities necessary for the determination of the circumstances of the event.
- The Policyholder, prior to taking out insurance to the benefit of third parties, is obliged to hand over these General Terms and Conditions of Insurance to the Insured Person.



#### How and when are insurance premiums to be paid?

The premium for this insurance shall be paid by the Policyholder.



#### When does the insurance cover begin and when does it end?

- The insurance cover begins not earlier than on the day indicated in the insurance document as the commencement date of the insurance coverage and after the premium payment has been made. Additionally, for the insurance of:
- medical costs and assistance – the cover begins as of the Insured Person's crossing the border of the Insured Person's country of residence on departure.
- The cover ends upon the Insured Person's crossing the border of the Insured Person's country of permanent residence on return.
- accident insurance – begins upon the Insured Person's departure from home on the territory of the Insured Person's country of permanent residence on departure.
- The cover ends upon the Insured Person's return home on the territory of the Insured Person's country of permanent residence on return.

Insurance cover shall always end:

- upon the exhaustion of the sum insured;
- upon the termination of the insurance contract prior to the agreed date of the completion of insurance coverage;
- upon withdrawal from the insurance contract;
- upon the death of the Insured Person – with respect to such Insured Person;
- upon leaving by the Insured Person the territory of the countries belonging to the geographical zone indicated in the insurance contract;
- not later than as of midnight of the last day of the period of insurance (which may not exceed 4 months), indicated in the insurance document.

If the Insured Person remains outside of the territory of his/her country of residence at the time of concluding the insurance contract, the liability of the Insurance Company commences not earlier than after the lapse of 3 (three) days, counted from the day following the day on which the insurance contract was concluded.



#### How to terminate an insurance contract?

In writing, observing one month's notice period, resulting in the insurance contract being terminated as of the end of the calendar month, addressing the letter to: Biuro Obsługi Klienta Colonnade, ul. Marszałkowska 111, 00-102 Warszawa, by telephone, calling 22 276 26 02, or by email: [info@colonnade.pl](mailto:info@colonnade.pl).