

Information related to conditions for the payment of compensation (damages) and other benefits: §4, §6, §9 par. 1, par. 3, par. 4, par. 7, par. 8, §11, §14, §15, §16, §17, §19, §20, §23, §24, §27, §28, §30, §31, §33, §34, §36, §39, §40, §43, §44, §47.

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: §2 par. 16, §3 par. 5, §6, §8 par. 5, §9 par. 2, par. 5, par. 12, §10 par. 2, §11 par. 3 item 10, par. 4, §13, §16 par. 8, par. 11, §18, §22, §23 par. 7, §26, §28 par. 2, par. 4, §30 par. 4, §32, §35, §38, §39 par. 1, §42, §46, §48.

## GENERAL TERMS AND CONDITIONS OF TRAVEL PROTECT INSURANCE

These General Terms and Conditions of Travel Protect Travel Insurance for eSKY.pl Clients, 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 (Colonnade), hereinafter referred to as the Insurance Company, and individuals, legal entities or business units not having legal personality, where the law recognises their legal capacity, hereinafter referred to as the Policyholders, for the benefit of natural persons, hereinafter referred to as the Insured Persons, for the time of their travel beyond the borders of the Republic of Poland and beyond the borders of their country of residence. This insurance is underwritten by Colonnade Insurance S.A., registered in Luxembourg under number: B 61605, Head Office: rue Eugène Ruppert 20, L-2453 Luxembourg, Luxembourg, represented by Colonnade Insurance S.A. Branch in Poland, registered in the National Court Register under number 0000678377, tax identification number (NIP) 1070038451, Head Office: Marszałkowska st. 111, 00-102 Warsaw, Poland.

This insurance is underwritten by Colonnade Insurance S.A., registered in Luxembourg under number B 61605, Head Office: rue 1, rue Jean Piret, L-2350 Luxembourg, represented by Colonnade Insurance S.A. branch in Poland, registered in the National Court Register under number 0000678377, tax identification number (NIP) 1070038451, Head Office: ul. Marszałkowska 111, 00-102 Warszawa.

These General Terms and Conditions of Travel Protect Travel Insurance for eSKY.pl Clients, approved on 24 May 2018 by the Branch Manager of Colonnade Insurance Société Anonyme Oddział w Polsce, having its registered office in Warsaw, and taking effect on 24 May 2018, shall apply to any and all insurance contracts concluded on or after the above date.

## 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;
- 3) Personal Liability Insurance;
- 4) Luggage Loss, Theft or Damage Insurance;
- 5) Delayed Luggage Insurance;
- 6) Delayed Flight Insurance;
- 7) Trip Cancellation in Emergency Insurance;
- 8) Insurance of money drawn from an ATM and lost by the Insured Person as a result of theft or assault, during the Insured Person's trip;
- 9) Insurance of movable property, left in the Insured Person's apartment in the country of permanent residence of the Insured Person, against burglary and theft during the Insured Person's trip.

### § 2 Definitions

1. **Tourist agency** – an entrepreneur whose business activity consists in an ongoing intermediation in concluding tourism service agreements for the tour operators or for the other service providers established on the territory of the Republic of Poland;
2. **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, organised for the attainment of ideological, economic, political or religious goals and intended to give rise to chaos, intimidate people, and disrupt public life;
3. **Amateur diving** - non-professional and non-competitive diving with a breathing apparatus (aqualung) to the maximum depth of 18 meters;

4. **Amateur skiing or snowboarding** - non-professional and non-competitive skiing and snowboarding on designated ski / snowboard runs
5. **Amateur sport** – the Insured Person's sports activity conducted for recreational and entertainment purposes;
6. **Hand luggage** – the luggage which remains in the Insured Person's direct care for the entire duration of the trip;
7. **Luggage** – suitcases, bags, dressing cases, rucksacks and similar objects inclusive of their contents, i.e. clothes, shoes, cosmetics, perfumes, small appliances (a hair dryer, curling iron, iron, shaver), medicines prescribed by the doctor, blood pressure meters (sphygmomanometers), glucose meters (glucometers), wheelchairs (if the Insured Person's state of health requires their usage), prams and pushchairs, small gifts and souvenirs.
8. **Colonnade Emergency Centre** – a business unit indicated by the Insurance Company, to which the Insured Person is obliged to report any insured event;
9. **Chronic illness** – an illness which, in accordance with the current medical knowledge, is characterised 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;
10. **Pregnancy at risk** – a pregnancy which is considered risky by the doctor; a pregnancy card entry/medical documentation entry shall constitute a basis for considering a pregnancy risky;
11. **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-formalised 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).
12. **Torrential rain** – rain characterised 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;
13. **Insurance document** – insurance policy/certificate/Travel Insurance card/ or another document confirming that the insurance contract has been concluded, when issued by the Insurance Company or on its behalf;
14. **Child** – a person supported by his/her parents or legal guardians, aged less than 18;
15. **Reduction franchise** – an amount defined herein, by which the Insurance Company reduces each claim;
16. **Hospitalisation** – hospital treatment lasting continuously for at least 24 hours, resulting from a sudden illness or an accident;
17. **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;
18. **Tourist event** – a journey/return and stay abroad consisting of at least two tourist services forming a single programme and covered with single price, provided that such services comprise accommodation or last for over 24 hours, or if the programme includes a change of place of stay, or a stay in rented holiday apartments, lodgings or at a hotel, provided that such a tourist event is organised by a tour operator;
19. **Natural disaster** - an event connected with the operation of the forces of nature, causing severe changes in the natural environment and resulting from natural factors such as: seismic quakes, volcanic eruptions, volcanic ash, fires, droughts, floods, hurricanes, tsunami waves, ice phenomena on the rivers, seas, lakes and other bodies of water, long-lasting persistence of extreme temperatures, landslides, massive occurrence of pests, diseases of plants and animals;
20. **Medical treatment costs** - expenses incurred outside the territory of the Republic of Poland and the Insured Person's country of residence 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 Republic of Poland or the Insured Person's country of residence possible.
21. **Theft** – wilful taking of the Insured Person's property;
22. **Burglary (and theft)** – wilful taking or attempted wilful taking of the Insured Person's property, on the previous forceful removal of security measures or making entry with the use of tools or a duplicated or specially cut latchkey, or the original latchkey whose possession by the perpetrator results from his/her performing a burglary into another room or from an assault;
23. **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 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;
24. **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;
25. **Doctor** – a person qualified to perform the doctor's profession;
26. **Movable property** – the following devices and household objects: audio-visual, photographic, electronic and computer equipment, electrical household appliances and furniture;
27. **Apartment** – the place of permanent or registered residence of the Insured Person (whether a house or a flat);
28. **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 insurance cover;
29. **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 causing permanent damage/disability or death of the Insured Person;

30. **Insurance period** – a period indicated in the insurance document during which insurance cover is provided;
31. **Tour operator** – an entrepreneur organising a tourist event, registered on the territory of the Republic of Poland;
32. **Person accompanying the Insured Person** – a person travelling together with the Insured Person;
33. **Foreign trip** – the time of the Insured Person's journey/return and stay outside the Republic of Poland and the Insured Person's country of residence;
34. **Tourist broker/agent** – an entrepreneur whose activity consists in performing, at a customer's request, material and legal activities relating to the conclusion of tourism service agreements;
35. **Act of God** – an external, unpredictable event which cannot be prevented and which occurs irrespective of the Insured Person's will, such as, among others, burglary, fire, the apartment being flooded and a hurricane;
36. **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;
37. **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 1dm<sup>3</sup> of exhaled air;
38. **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 metres;
  - 8) Performing any work on vessels.

The term physical work shall also include performing the following occupations: a transport guard, carpenter, farmer.
39. **Mental work** – the performance of office work (i.e. work not involving any physical work) by the Insured Person while staying abroad and the Insured Person's participation in conferences and theoretical training courses;
40. **Portable electronic equipment** – a mobile phone, photographic equipment and video cameras/camcorders, notebooks, laptops, palmtops, portable computer equipment, equipment used to play or record sound, video games;
41. **Assault (robbery)** – wilful taking of a person's movable property by any third party with the purpose of appropriation, connected with the use of violence, or threatened immediate use of violence, towards the person in possession of such property, or resulting from rendering a person unconscious or defenceless, or making use of the said violent means by the perpetrator immediately following the wilful taking of the property/money, with the purpose of his or her retaining the possession of the said property/money; for the purposes of Insurance of money drawn from an ATM and lost by the Insured Person as a result of theft or assault during the Insured Person's trip, the following definition shall be used: robbery – any use, or threatened use, of violence towards the Insured Person by third parties, the intention of which is to take away from the Insured Person the money drawn by him/her from an ATM;
42. **Rules** – rules related to the conclusion of travel insurance contracts via the Internet;
43. **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;
44. **Extreme sports** – the following shall be deemed as extreme sports:
  - 1) aerial sports, piloting any engine-driven aircraft;
  - 2) martial arts, self-defence sports,
  - 3) bungee jumping ,
  - 4) heli-skiing, heli-boarding, mountain and rock climbing, speleology,
  - 5) rafting and all its types,
  - 6) diving with the use of specialist equipment below 18 metres, freediving below 4 metres,
  - 7) motor sports (except for amateur quad and motor scooter driving/riding), motorboating sports (except for amateur jet ski and motorboat sailing),
  - 8) participation in survival expeditions to places characterised by extreme climatic or natural conditions, such as

deserts, high mountains (above 5,500 metres above the sea level), the bush, the poles, jungle and glacial or snow terrain requiring protection or safety equipment;

45. **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;
46. **Geographical Zone(s)** – **Zone Europe** - the continent of Europe west of the Ural Mountains including its neighbouring islands and non-European countries bordering the Mediterranean (excluding Algeria, Israel, Lebanon, Libya and Russia which belong to world zone); **Zone Worldwide** – anywhere in the world except any trips in, to or through the territories of the following countries: Iran, Syria, Sudan, North Korea and the area of Crimea.
47. **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;
48. **Personal injury** – a bodily injury, health disorder or death;
49. **Damage to property** – damage, loss or deterioration of a property;
50. **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 centres, centres for the mentally ill, hospice for cancer patients, centres treating drug, alcohol etc. addictions, sanatoria, rehabilitation and recreational centres;
51. **Policyholder** – an individual, a legal entity or a business unit not having legal personality, concluding an insurance contract and obliged to pay a premium;
52. **Insured Person** – an individual aged below 85 for whom an insurance contract has been concluded;
53. **Beneficiary** – a person (or persons), whose name the Insured Person has indicated in writing, authorised 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 § 9 section 6 hereof shall apply;
54. **Competitive or professional sports** – regular and intensive training combined with participation in competitions or keep-fit events and camps, as part of one's membership in sports clubs, unions and organisations, irrespective of whether any income from a given sports discipline is derived or not;
55. **Carrying out work** – taking up by the Insured Person during his/her foreign trip any actions and activities under an employment contract or in order to earn, including non-profit activities, such as being a volunteer, participating in vocational traineeship and training;
56. **Mental disorder** – an illness classified in the International Statistical Classification of Diseases (ICD 10) as a mental or behavioural disorder (F00-F99);
57. **Wild and exotic animals** – animals that traditionally do not live with people at home or any other adequate place as people's pets/companions.

### § 3 Concluding an insurance contract

1. The Insurance Contract is concluded upon the request of the Policyholder, via the website.
2. Detailed regulations related to the procedure of concluding insurance contracts are set out in the Rules.
3. The insurance contract is concluded once the Policyholder becomes acquainted with the Rules and these General Terms and Conditions of Insurance, which the Policyholder confirms in a statement submitted on the website.
4. The minimum period of time for which the insurance contract may be concluded is 24 hours, subject to the below provisions.
5. The Policyholder is obliged to notify the Insurance Company about any circumstances that are known to the Policyholder, which the Insurance Company enquired about prior to the conclusion of the insurance contract. The Insurance Company is not liable for any consequences of circumstances that it has not been notified about in violation of the preceding sentence.
6. The insurance contract is concluded in Polish and/or English.
7. The conclusion of an insurance contract and relations between the Insurance Company and the Policyholder prior to the conclusion of such a contract, are governed by Polish law.
8. The conclusion of an insurance contract is confirmed by an insurance document, which, along with the General Terms and Conditions of Insurance is sent to the e-mail address indicated in the application by the Policyholder.
9. The insurance document, together with the attachments, if any, the application and these General Insurance Terms and Conditions shall constitute the insurance contract.
10. The Insurance Contract is concluded upon the Policyholder's receipt of the insurance document once the Policyholder submits an application to the Insurance Company via the website.
11. The Insurance Contract may be concluded for the benefit of a third party. In such case, the Policyholder, prior to the conclusion of the Insurance Contract, is obliged to transfer these General Terms and Conditions of Insurance to the Insured Person.
12. By accessing 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 Colonnade Emergency Centre doctors, as well as their foreign representatives.

### § 4 Territorial scope of cover

Insurance cover shall be provided depending on the geographical zone selected by the Policyholder, either Zone Europe or Zone Worldwide, always excluding the territory of the Republic of Poland and the Insured Person's

country of permanent residence.

## **§ 5 Types of insurance contracts**

1. An insurance contract may be concluded in the form of:
  - 1) An individual insurance contract, in which the Insured Person is a single individual;
  - 2) A family insurance contract, in which the Insured Persons are members of a family;
  - 3) A group insurance contract, in which the Insured Persons are at least two individuals.
2. In case of the insurance contract concluded in the form of a family or group insurance, all persons specified in one insurance contract must be covered under the same variant of insurance, scope of insurance and on the same conditions, whilst the sums insured shall refer to each and every of the insured persons separately.

## **§ 6 Beginning and end of insurance cover**

1. Insurance coverage under:
  - 1) Medical Treatment Costs and Assistance, Personal Liability, Luggage Loss, Theft or Damage insurance – shall begin as of the Insured Person's crossing the border of the Republic of Poland or the Insured Person's country of residence on departure, however 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, and shall end upon the Insured Person's crossing the border of the Republic of Poland or the Insured Person's country of permanent residence on return, however not later than at 24:00 on the day indicated in the insurance document as the ending date of the insurance cover;
  - 2) Accident Insurance shall begin upon the Insured Person's departure from home on the territory of the Republic of Poland or the Insured Person's country of permanent residence on departure, 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, which shall be evidenced by the Insured Person by providing of an travel documentation, , accommodation booking etc, and shall end upon the Insured Person's return home on the territory of the Republic of Poland or the Insured Person's country of permanent residence on return, however not later than at 24:00 on the day indicated in the insurance document as the ending date of the insurance cover;
  - 3) Trip Cancellation Insurance shall begin on the day of concluding an insurance contract, not earlier however than on the day following the day of insurance premium payment, and shall end
    - o at the time of departure indicated on the ticket in case of air travel,
    - o at the departure time of the train, in the case of rail travel,
    - o at the departure time of the coach in the case of coach travel,
    - o on the penultimate day of the planned stay in the hotel, in the case of purchasing accommodation.
  - 4) Insurance of money drawn from an ATM – shall begin upon the Insured Person's commencement of the trip and shall end upon his/her return to the Insured Person's country of permanent residence;
  - 5) Insurance of movable property, left in the Insured Person's place of residence – shall begin upon the Insured Person's departure from his/her apartment on the day of commencement of the planned trip and shall end upon his/her return to the Insured Person's country of permanent residence, however, not later than 24 hours from the planned time of the Insured Person's return.
2. Liability of the Insurance Company shall always end:
  - 1) Upon the exhaustion of the sum insured;
  - 2) Upon the termination of the insurance contract prior to the agreed date of the completion of insurance coverage, on the basis of mutual agreement of the parties or termination by one of the Parties;
  - 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;
  - 7) In case of air ticket cancellation insurance – as of the time indicated on the ticket as the departure time.
3. If the Insured Person remains outside of the territory of the Republic of Poland or 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 five days, counted from the day following the day on which the insurance contract was concluded, however not earlier than at the moment of effecting the payment of the insurance premium. The above limitation does not apply in case of renewals of insurance contracts, on the condition that the renewal takes place prior to the lapse of the insurance period resulting from the previous insurance contract concluded with the Insurance Company.

## **§ 7 Withdrawal from the insurance contract and termination thereof**

1. The Policyholder being a consumer in the meaning of the Civil Code has the right to withdraw from the insurance contract within 30 days from the date of being notified about the conclusion of the contract.
2. A written letter of withdrawal from the insurance contract should be sent to:
  - 1) the following address: Colonnade ul. Marszałkowska 111 00-102 Warszawa:  
ul. Marszałkowska 111, 00-102 Warszawa

- 2) e-mail address: info@colonnade.pl
3. The deadline shall be deemed as complied with if the letter is sent before the deadline.
  4. In the event of withdrawal from an insurance contract, the contract is deemed as not concluded, and the Policyholder and the Insurance Company are released from any obligations resulting from the insurance contract. The benefits provided by the parties are returned in an unchanged condition, unless the change was necessary within the framework of ordinary management, within 30 days of:
    - 1) the withdrawal from the insurance contract – in the case of benefits provided by the Policyholder;
    - 2) the receipt of the letter of withdrawal from the insurance contract – in the case of benefits provided by the Insurance Company.
  5. In the event of withdrawal from an insurance contract after the commencement of the insurance cover, the Insurance Company has the right to demand the payment of the insurance premium for the period during which it provided the cover. The due premium amount will be calculated pro rata to the period for which the insurance cover has been provided.
  6. The right of withdrawal does not apply in the case of insurance contracts that:
    - 1) are related to travel and luggage and the like, if concluded for a period of less than 30 days;
    - 2) were fully performed at the Policyholder's request prior to the lapse of the deadlines for the exercise of the right of withdrawal from the insurance contract.
  7. In the case of Policyholders that are business entities, the below provisions shall apply. If the insurance contract is concluded for a period of more than 6 months, the Policyholder has the right to withdraw from the insurance contract within 7 days of the date of its conclusion. The provisions of section 2 shall apply. Withdrawal from the insurance contract will not release the Policyholder from the obligation to pay the premium for the period in which the insurance company provided the insurance cover.
  8. Irrespective of the insurance period for which the insurance contract has been concluded, a Policyholder that is a consumer or a business entity has the right to withdraw from the contract at any time prior to the commencement of the insurance cover.
  9. The Policyholder has the right to withdraw from the insurance contract without indicating any causes upon one month's notice, with effect from the end of a calendar month.
  10. If the insurance relationship expires, the Policyholder has the right to receive a reimbursement of its insurance premium for the period of unused insurance cover.

## **§ 8 Insurance Premium**

1. The insurance premium shall be calculated on the basis of premium rates applicable on the day of concluding the contract, for a period during which the Insurance Company provides its insurance coverage.
2. Unless agreed otherwise, the Policyholder shall make the payment of the insurance premium not later than on the day of concluding the contract.
3. The premium shall be paid as a one-off payment in Polish currency (PLN), euro currency (EUR) or U.S. dollar (\$).
4. The date of the premium payment shall be deemed as the day on which an effective transfer is made, i.e. when the indicated account is credited with the required amount, on the transfer date. Failure to pay the premium on the date agreed before the date of commencement of insurance cover results in insurance cover not being provided by the Insurance Company.
5. Failure to pay the premium on the date agreed before the date of commencement of insurance cover results in insurance cover not being provided by the Insurance Company.

## **§ 9 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. It also constitutes a serious breach of contract by the Insured Person, which is the basis for termination of the said contract by the Insurance Company.
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 under individual insurance indicated in the insurance document.
8. Benefits payable to the Insured or an authorised person shall be effected in Polish zlotys 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 rate tables applicable on the day preceding the day on which a decision to pay the benefit or a part thereof has been made 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 ionising 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.

## **§ 10 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 Policyholder (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 (subject to Personal Liability Insurance as defined by these General Terms and Conditions of Insurance).
2. If the Policyholder (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 Policyholder's (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**

### **§ 11 Subject and scope of medical treatment costs and assistance insurance**

1. 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 residence or to a medical centre on the territory of the Republic of Poland or the Insured Person's country of residence, subject to section 5 below, 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 Republic of Poland or the territory of the Insured Person's country of residence:
  - 1) 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 Republic of Poland or the Insured Person's country of residence. Colonnade Emergency 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, arranges ambulance transportation to the hospital, informs the hospital about the terms of payment and remains 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, energising 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 hospitalised 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 Colonnade Emergency Centre have been made;
  - 7) Providing immediate medical assistance related to pregnancy complications, as well as, in connection with the above, transportation to the medical unit;
  - 8) Dental treatment in the event of sharp pains and inflammatory conditions, up to the equivalent of EUR 150 for all illnesses requiring immediate medical assistance, occurring during the insurance cover period.

9) A decompression chamber in medically justified cases.

3. Assistance Insurance shall comprise the following services:

**1) 24/7 Colonnade Emergency Centre service**

Colonnade Emergency 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 to his/her country of 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 Republic of Poland or the Insured Person's country of residence, if required due to the Insured Person's health condition, and 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 Republic of Poland or to the Insured Person's country of residence. It is Colonnade Emergency Centre that makes the decision whether such transportation is necessary and feasible. Colonnade Emergency Centre also selects, with the approval of the supervising doctor, the destination to which the Insured Person is transported. The Insured Person's transportation costs shall be covered up to the amount corresponding to the cost of arranging such transportation by Colonnade Emergency Centre to the territory of the Republic of Poland, and the transportation costs in question shall not decrease the sum insured under the medical treatment costs and assistance insurance.

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 Colonnade Emergency Centre would have incurred when arranging the Insured Person's transportation to the territory of the Republic of Poland.

**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 Republic of Poland or the Insured Person's country of residence. The cost of transportation of mortal remains shall be covered up to the amount corresponding to the cost of arranging such transportation by Colonnade Emergency Centre to the territory of the Republic of Poland, and the transportation cost in question shall not decrease 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 Colonnade Emergency Centre. Colonnade Emergency Centre may also organise and cover the costs of cremation and transportation of the urn (ashes) to the territory of the Republic of Poland or the Insured Person's country of residence, as well as the costs of the Insured Person's burial abroad, however, only up to the amount that Colonnade Emergency Centre would have incurred when arranging the transportation of the Insured Person's mortal remains to the territory of the Republic of Poland.

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 Colonnade Emergency Centre would have incurred when arranging the Insured Person's mortal remains transportation to the territory of the Republic of Poland.

**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 48 hours, 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 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 a case there is the risk that a foreign trip may be prolonged, the Insured Person is obliged to contact Colonnade Emergency 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, Colonnade Emergency 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, Colonnade Emergency Centre shall arrange and cover the costs of transportation to the territory of the Republic of Poland or the Insured Person's country of 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 Colonnade Emergency 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 Republic of Poland by Colonnade Emergency Centre, and such transportation costs shall not decrease the sum insured under the medical treatment costs and assistance insurance.

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

In case of the Insured Person's hospitalisation or death, if these events resulted from an accident or sudden illness, Colonnade Emergency 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 Colonnade Emergency 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 Republic of Poland or to the Insured Person's country of residence or to a place of residence of a person indicated by the Insured Person to take care of the child (children) on the territory of the Republic of Poland, the Insured Person's country of residence or the country of the Insured Person's hospitalisation. 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 to the territory of the Republic of Poland by Colonnade Emergency Centre. The costs of the transportation shall not decrease the sum insured under the medical treatment costs and assistance insurance.

#### **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 hospitalised, Colonnade Emergency 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 Colonnade Emergency Centre. The accompanying person shall be transported from the hospitalisation place of the Insured Person to the place of residence of the accompanying person on the territory of the Republic of Poland or the Insured Person's country of residence.
- b. In the event of the Insured Person's death as a result of a sudden illness or an accident, Colonnade Emergency 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 Republic of Poland or the Insured Person's country of residence. The person accompanying the Insured Person's corpse to the territory of the Republic of Poland or the Insured Person's country of residence shall be transported to the place of burial or to a relevant institution on the territory of the Republic of Poland or the Insured Person's country of residence. The choice of such a destination place shall be made at the discretion of Colonnade Emergency 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 Colonnade Emergency 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 Republic of Poland by Colonnade Emergency Centre. Such transportation costs shall not reduce the sum insured under the medical treatment costs and assistance insurance.

#### **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 hospitalised 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, Colonnade Emergency Centre shall arrange, and cover the costs of, the stay and transportation (including a return to the respective place of residence) to the Insured Person's hospitalisation place, of one person called by the Insured Person to accompany him/her, such a person domiciled on the territory of the Republic of Poland or of the Insured Person's country of residence or hospitalisation. The Insurance Company shall cover the costs of transportation by train or bus, at Colonnade Emergency 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 Republic of Poland by Colonnade Emergency Centre. Such transportation costs shall not decrease the sum insured under the medical treatment costs and assistance insurance.

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 specialised 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 being lost 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 specialised services. The Insurance Company shall not cover any costs in the case of a supposed risk of kidnapping.

**11) Reimbursement of the costs of a ski lift pass**

The insurance covers the costs of a ski pass entitling its holder to make use of ski lifts and to participate in the activities of a skiing or snowboarding school. The Insurance Company shall reimburse the costs of a ski lift pass if its holder is not able to make use of the ski pass due to his/her health condition resulting from a sudden illness or an accident covered by insurance as defined herein. The Insurance Company shall reimburse the costs of an unused ski pass for the period corresponding to the number of full days during which time its holder was not able to make use of it, however in the amount not exceeding the equivalent of EUR 250 per person.

**12) Benefit in the event of ski run closure**

In the event of closure of all marked ski runs situated in the skiing area in the vicinity of the Insured Person's place of accommodation (50 km radius), because of adverse weather conditions prevailing during the period of insurance cover, as a result of which the Insured Person was prevented from practising skiing or snowboarding, the Insurance Company shall pay a benefit in the amount of EUR 20 per person per each day of closure of ski runs, however, in the amount not exceeding the equivalent of EUR 200 per person, provided that the closure occurred in the period from 15 December to 15 March and not earlier than on the Insured Person's departure day, during the term of the insurance contract.

**13) Reimbursement of the costs of skiing equipment rental**

In the event that the Insured Person was prevented from making use of the skiing equipment due to:

- a. A personal accident or a sudden illness, reported to Colonnade Emergency Centre and confirmed by a doctor's diagnosis, as a result of which the Insured Person was prevented from looking after and securing the sports equipment,
- b. Loss, if the sports equipment was in the custody of a professional carrier on the basis of a relevant carriage document or was deposited at the left luggage office against a receipt,
- c. Damage to or destruction of the sports equipment during the practising of sports, if the said damage or destruction occurred as a result of a personal accident, taking place outside of the territory of the Republic of Poland and the Insured Person's country of permanent residence, confirmed by a doctor's diagnosis and reported to Colonnade Emergency Centre,

The Insurance Company shall reimburse the costs of rental of skiing equipment corresponding to the type of lost or damaged equipment, in the amount of EUR 20 per person per day of rental, however in the amount not exceeding the equivalent of EUR 200 per person.

**14) 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 Republic of Poland or to the Insured Person's country of residence, and the originally planned means of transportation cannot be used, Colonnade Emergency Centre shall arrange, and cover the costs of, the Insured Person's transportation to the territory of the Republic of Poland or to the Insured Person's country of residence by train or bus, at Colonnade Emergency Centre's discretion, and, in the event that the expected time of travel by train or bus exceeds 12 hours, Colonnade Emergency 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 hospitalisation or death,
- b. a burglary, fire or flooding of an apartment or a house at the Insured Person's place of residence on the territory of the Republic of Poland or 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 necessary.

The need of the Insured Person's earlier return must be documented and approved in advance by Colonnade Emergency Centre. Transportation costs shall be covered up to an amount corresponding to the cost of arranging such transportation to the territory of the Republic of Poland by Colonnade Emergency Centre. Such transportation costs shall not decrease the sum insured under the medical treatment costs and assistance insurance.

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

If the health conditions of the Insured Person does not demand hospitalisation, the originally scheduled period of the Insured Person's trip has elapsed and Colonnade Emergency Centre is not in a position to effect Insured Person's transportation due to reasons beyond the Insured Person's control, Colonnade Emergency 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.

**16) 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, Colonnade Emergency 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 hospitalisation to a subsequent stage of the interrupted trip (by train or bus, at Colonnade Emergency 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, subject to transportation referred to in section 3

items 2), 3), 6), 7), 8), 9), 14) above.

5. Transportation to the territory of the Insured Person's country of residence, referred to in section 3 hereof, shall take place following the effecting of the payment of the difference between the transportation costs to the territory of the Republic of Poland and the transportation costs to the territory of the Insured Person's country of residence (if applicable). In the event of failure to effect the payment of the said possible difference in the transportation costs, the Insurance Company shall perform the transportation only to the territory of the Republic of Poland.

## **§ 12 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 § 11 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.

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

1. In addition to the exclusions stated in § 48 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 residence or a health care unit on the territory of the Republic of Poland or the Insured Person's country of residence;
  - 3) resulting from illnesses, diseases or consequences of accidents that occurred outside the insurance period and whose treatment was not finalised;
  - 4) related to illnesses resulting from alcoholism;
  - 5) related to sanatorium treatment, therapies at recreational centres or addiction treatment centres, 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 Republic of Poland or 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 Republic of Poland or 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 Colonnade Emergency Centre;
  - 12) arising from chronic illnesses;
  - 13) related to a childbirth occurring after the 30th 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 § 11 section 2 item 5 hereof);
  - 18) resulting from the Insured Person's health deterioration as a result of a chronic disease becoming more acute.

## **§ 14 Procedure for incidents under the medical treatment costs and assistance insurance**

1. In the event of an incident covered by the insurance occurring, 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.
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 Colonnade Emergency Centre by telephone, as indicated in the insurance document, not later than within 24 hours from the occurrence of the incident covered by the insurance.
4. When contacting Colonnade Emergency 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 an Colonnade Emergency 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 Colonnade Emergency 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. It is the obligation of the Insured Person or a person acting on the Insured Person's behalf to:
    - a. comply with the Colonnade Emergency Centre's recommendations while providing all the indispensable information and authorisation;
    - b. allow Colonnade Emergency 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 authorisation, 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, with the exception of death or coma.
  7. At Colonnade Emergency Centre's request, the Insured Person or a person acting on the Insured Person's behalf shall produce the insurance document and the premium payment confirmation and, in the case of family or group insurance, the list of persons covered under a particular insurance contract has to be provided as well.
  8. In the event that the Insured Person or a person acting on the Insured Person's behalf does not contact Colonnade Emergency Centre in advance to obtain a guarantee that the costs will be covered or reimbursed, for reasons beyond his/her control, which shall be adequately evidenced, he/she shall notify Colonnade Emergency Centre of the incurred costs immediately after cessation of such reasons, however not later than within 7 days from the date when such reasons cease.
  9. 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 Colonnade Emergency Centre's approval to have the costs incurred reimbursed after his/her return to the territory of the Republic of Poland or the Insured Person's country of residence, he/she shall declare in writing his/her readiness to take advantage of guarantees defined in the insurance contract within 7 days from the date of returning to the territory of the Republic of Poland or to the Insured Person's country of 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, hospital certificates, which will allow the Insurance Company to determine the total treatment costs borne by the Insured Person.

## **ACCIDENT INSURANCE**

### **§ 15 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 benefit – payable as a percentage of the sum insured indicated in the insurance document, on the basis of the "Table for percentage assessment of permanent or prolonged bodily injury", constituting an annex to the Ordinance of the Minister of Labour and Social Policy dated 18 December 2002, on detailed principles of determining permanent or long-term bodily injury, the procedure for assessment of such injury and the procedure for payment of one-off compensation (Journal of Laws 02.234.1974); with the exception of Section O "Occupational Diseases";
  - 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.

### **§ 16 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 by a certified doctor or doctors appointed by the Insurance Company, subject to the following provisions:

- 1) The degree (percentage) of permanent bodily injury is determined on the basis of the "Table for percentage assessment of permanent or prolonged bodily injury" applicable on the date of concluding the insurance contract.
- 2) On the basis of the determined degree (percentage) of permanent bodily injury, the Insured Person is entitled to a benefit payable as a percentage of the sum insured under the permanent bodily injury insurance equalling the degree (percentage) to which the Insured Person was actually injured, however not exceeding the amount defined in the insurance contract;
- 3) A certificate issued by a doctor confirming the Insured Person's permanent bodily injury as a result of an accident may be subject to verification by the Insurance Company's medical consultant as to its compliance with the procedures for the determination of bodily injury.
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 relinquishes further post-accident treatment 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 expiry 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 defined 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 likely degree (percentage) of permanent bodily injury shall be determined by doctors appointed by the Insurance Company, in accordance with their medical knowledge, 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 Beneficiary shall only receive 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.

#### **§ 17 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.

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

In addition to the exclusions stated in § 48 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 recognised 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) An occupational disease and other illnesses, even those appearing abruptly or manifesting themselves after the accident has taken place;
- 6) Pregnancy and childbirth;
- 7) All somatic illnesses (e.g. heart attack, cerebral stroke, cerebral haemorrhage);
- 8) Chronic illnesses;
- 9) Mental disorders or disorders of consciousness, inclusive of alcoholism or 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;
- 10) A pathological fracture, i.e. a fracture resulting from prior pathological bone conditions or subperiosteal fracture (the so-called bone rupture).

#### **§ 19 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 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 Republic of Poland or to the Insured Person's country of 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 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 examination shall be borne by the Insurance Company.
  3. The Insurance Company shall investigate claims on the condition of receiving the Insured Person's authorisation, 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, with the exception of death or coma.
  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 § 9 section 6 hereof.

## **PERSONAL LIABILITY INSURANCE**

### **§ 20 Subject matter and scope of personal liability insurance**

1. The insurance shall cover the Insured Person's civil liability for personal injury or damage to person and property as a result of civil wrong (tort liability) against third parties outside the territory of the Republic of Poland and outside the Insured Person's country of residence, in connection to the performance of private life activities.
2. The Insurance Company's liability shall cover damage caused by the Insured Person, as well as by the persons and animals the Insured Person is liable for, if, under the laws of a country where he/she is staying, the Insured Person is obliged to redress such damage.

### **§ 21 Sum insured under personal liability insurance**

1. The sum insured under personal liability insurance against damage caused to persons and property shall constitute the upper limit of the Insurance Company's liability.
2. The sum insured shall be determined individually per each Insured Person and shall be each time decreased by the compensation paid.
3. Under the sum insured, the Insurance Company shall:
  - 1) Verify whether the claims against the Insured Person are legitimate;
  - 2) Pay the compensation which the Insured Person is obliged to pay to the aggrieved person on account of the damage caused covered by the insurance contract, on the basis of a settlement agreement concluded or approved by the Insurance Company, a recognition issued or approved by the Insurance Company or a legally valid court judgment;
  - 3) Cover the costs of a defence counsel hired to represent the Insured Person's welfare during the trial.

### **§ 22 Exclusions of liability under personal liability insurance**

1. In addition to the exclusions stated in § 48 hereof, the Insurance Company shall not be liable for the damage:
  - 1) Resulting from contractual liability (failure to perform or inadequate performance of an agreement);
  - 2) Caused by the Insured Person to his/her family members and caused to animals that the Insured Person is responsible for;
  - 3) Caused deliberately by members of the Insured Person's household;
  - 4) Resulting from owning wild and exotic animals remaining in charge of the Insured Person during a foreign trip, which the Insured Person is responsible for;
  - 5) Resulting from the loss of or damage to property belonging to the Insured Person or the property of another person, used by the Insured Person on the basis of a rental, lease, loan, custody or similar agreement (save for a room rented in a hotel or in a guesthouse);
  - 6) Resulting from ordinary use of an object or due to such object's technical wear and tear;

- 7) Comprising lost profits;
  - 8) Damage to property, such as means of payment, files, documents, plans, archives, stamp and numismatic collections, IT files, irrespective of the type of carrier, and works of art;
  - 9) Resulting from activities not related to the Insured Person's private life, irrespective of whether an additional premium has been paid;
  - 10) Relating to the violation of copyrights, patents, trademarks and registered names;
  - 11) Resulting from disease transmission;
  - 12) Caused by motor vehicles, vessels, machines or machinery driven by the Insured Person;
  - 13) To the natural environment;
  - 14) Arising from the Insured Person's possession and utilisation of any type of weapon, even for self-defence;
  - 15) Resulting from hunting of animals;
  - 16) Resulting from practising aerial sports;
  - 17) Caused by the Insured Person as a result of his or her alcoholism or events resulting from to 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;
  - 18) Whose value does not exceed PLN 300.
2. The insurance cover shall not apply to compensations (damages) awarded under criminal law, i.e. all financial penalties (mandatory fines), court fines, administrative penalties and taxes.

### **§ 23 Procedure for incidents under civil liability 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
3. Additionally, the Insured Person or a person acting on the Insured Person's behalf shall, prior to taking up any actions on his/her own, immediately contact Colonnade Emergency Centre by telephone, not later than within 7 days from the date of the incident which may result in the Insured Person's civil liability, and present the circumstances of the incident, as well as collect, secure and provide the Insurance Company with the evidence necessary to determine the circumstances of the incident.
4. In the case of each incident covered by the civil liability insurance contract, the Insured Person shall enable the Insurance Company to perform activities necessary to define the circumstances in which the loss arose, as well as the legitimacy of a claim and the amount thereof.
5. If the aggrieved person vindicates a claim against the Insured Person, the Insured Person shall without delay notify the Insurance Company thereof.
6. In the case the Insured Person is notified that preparatory proceedings have been instigated or legal action has been taken against him/her, the Insured Person shall:
  - 1) Without delay, however not later than within 2 days, inform the Insurance Company about such a fact (even if the insured incident has been already reported by him/her);
  - 2) Provide the Insurance Company with the necessary authorisations to conduct compensative cases, including the warrant of attorney, if the aggrieved person has taken legal action against the Insured Person. The above shall not discharge the Insured Person from his/her obligation to lodge an objection prior to the relevant time limit, or to take up necessary measures of appeal;
  - 3) Immediately present to the Insurance Company any summons, lawsuit, extrajudicial documentation and court documents addressed to the Insured Person or served on him/her;
  - 4) Present to the Insurance Company the original documents substantiating the occurrence of the incident.
7. In the event a claim is vindicated, the Insured Person or a person acting on the Insured Person's behalf shall not be entitled to take up any actions with a view to accepting and satisfying such a claim nor shall they attempt to make a settlement with the aggrieved person without the Insurance Company's consent. In the event of a breach of the above provision the Insurance Company shall be discharged from its obligation to pay the benefit, unless, on account of the circumstances of the case, the Insured Person could not have acted differently.

## **LUGGAGE LOSS, THEFT OR DAMAGE INSURANCE**

### **§ 24 Subject matter and scope of luggage loss, theft or damage insurance**

1. The subject matter of insurance is
  - 1) the Insured Person's luggage;
  - 2) portable electronic equipment which belongs to the Insured Person, subject to provisions of section 4 below.
2. The insurance cover shall apply to luggage which is under direct custody of the Insured Person or if the Insured Person:
  - 1) Entrusts luggage to a professional carrier for transportation on the basis of a relevant transportation document;
  - 2) Deposits luggage at the left luggage office against a receipt;
  - 3) Leaves luggage in a room occupied by the Insured Person at the place of accommodation locked with a

- mechanical or electronic lock (save for a tent);
- 4) Leaves luggage in a separate locked luggage room at a railway station or a bus station or at the airport;
  - 5) Places luggage in the locked luggage locker or a mechanically or electronically locked boot of a car kept at an attended car park and the luggage loss is confirmed with a relevant document;
  - 6) Places luggage in a mechanically or electronically locked vessel or car trailer (caravan) cabin kept at an attended site.
3. The Insurance Company shall pay to the Insured Person a compensation for luggage loss, theft, or damage (partial damage or entire destruction) in the case of:
- 1) occurrences such as a fire, hurricane, flood, torrential rain, hail, avalanche/landslide, being struck with direct lightning, earthquake, land sinking or sliding, explosion or a crash of aircraft, and water leakage out the plumbing installation;
  - 2) Rescue operation carried out in relation to acts of God referred to in item 1) above;
  - 3) A ground, aquatic or aerial traffic accident in which the Insured Person has been involved;
  - 4) A burglary, substantiated by notifying the police, occurring in the rooms specified in section 2. above or a robbery;
  - 5) An accident or sudden illness reported to Colonnade Emergency Centre and confirmed by a doctor's diagnosis, as a result of which the Insured Person was not in a position to exercise due care of and to secure his/her luggage;
  - 6) Loss of, or damage to, luggage, if the luggage was in charge of a professional carrier, on the basis of a carriage document, or was left at the left luggage office against a receipt;
  - 7) Damage (partial damage or entire destruction) to suitcases, rucksacks, bags, briefcases, parcels and similar containers solely if such damage is the result of a substantiated theft of a part of or the whole contents thereof.
4. The Insurance Company shall pay to the Insured Person a compensation for theft or robbery of portable electronic equipment, if the portable electronic equipment was in direct care of the Insured Person or was placed in hand luggage.

#### **§ 25 Sum insured under luggage loss, theft or damage insurance**

1. The sum insured under luggage insurance indicated in the insurance document shall be the sum per each Insured Person.
2. The sum insured shall constitute the upper limit of the Insurance Company's liability, save for the cases of theft/robbery of electronic equipment, when the upper limit of the Insurance Company's liability shall be 50% of the sum insured under luggage insurance indicated in the insurance document.
3. The sum insured shall be the sum per all incidents, which means that each benefit amount paid to the Insured Person shall decrease the sum insured.

#### **§ 26 Exclusions of liability under luggage loss, theft or damage insurance**

1. In addition to the exclusions stated in § 48 hereof, the scope of luggage insurance shall also not cover the loss, or damage (partial damage or entire destruction):
  - 1) Caused by the Insured Person, members of the Insured Person's family or persons the Insured Person is liable for;
  - 2) Done to objects left unattended, subject to the provisions of § 24 section 1 hereof;
  - 3) Resulting from confiscation, forfeiture or damage to luggage by the customs authorities or other public authorities;
  - 4) Not reported to the police or to the carrier within 24 hours from the date of discovering the loss covered by the insurance contract, except for the events beyond the Insured Person's control, as a result of which the Insured Person was prevented from doing so;
  - 5) Whose value does not exceed PLN 100.
2. Additionally, the insurance shall not cover any damage (partly damaged or entirely destroyed luggage):
  - 1) Resulting from defects of the insured object occurring due to ordinary wear and tear or damage (partly damaged or entirely destroyed luggage) to the insured object as an effect of its use;
  - 2) Caused by animals;
  - 3) Resulting from spontaneous combustion, decay, leak of liquids, fats, dyes or caustic substances deposited in the luggage;
  - 4) To fragile objects, especially those made of clay, glass, porcelain or marble;
  - 5) Caused to electrical or electronic apparatus and equipment as a result of defects thereof or the operation of electric current during their use, unless the operation of electric current caused the fire of the luggage.
3. The insurance shall not cover the following objects:
  - 1) Means of payment (payment cards, money etc.), travel tickets, vouchers, savings vouchers and coupons, securities and keys, tickets for cultural events (concert, theatre, or cinema tickets), as well as any documents;
  - 2) Jewellery, things made of precious metals and stones, watches, works of art, antiques, numismatic and other collections, documents and manuscripts, things of scientific and artistic value, trophies and musical instruments;

- 3) Means of transport, except for prams and wheelchairs;
- 4) Sports and tourist equipment, excluding tents, sleeping bags, foam mattresses, mattresses, and sailing equipment, such as dinghies, water pedal boats, boats etc;
- 5) Electronic equipment not in the direct care of the Insured Person, placed in the main luggage, deposited in the luggage compartment.
- 6) Medical equipment, rehabilitation equipment, prostheses/artificial limbs, all types of glasses, contact lenses, medical apparatuses, except for blood pressure meters (sphygmomanometers) and glucose meters (glucometers).

#### **§ 27 Procedure for incidents under luggage loss, theft or damage insurance**

1. The Insured Person shall comply with the regulations in place in a given country, aimed at counteracting damage and, in particular, shall exercise due diligence in guarding the property.
2. In the event of an incident covered by the Insurance Company's liability, the Insured Person or other persons acting on the Insured Person's behalf shall follow the provisions of this section.
3. In the event of an incident covered by the Insurance Company's liability, the Insured Person shall:
  - 1) Prevent, as far as possible, the escalation of damage and limit the consequences thereof;
  - 2) Notify the police of each case of burglary, robbery or loss of objects covered by the insurance and obtain a written confirmation thereof (a report/protocol), itemising the lost objects (their type, quantity) and the value thereof;
  - 3) Notify the relevant carrier or the management of the hotel, holiday house, camping site etc. of any damage occurring in the public means of transport or at the place of accommodation and obtain a written confirmation of such damage from a person or company responsible for luggage storing or liable for its damaging, itemising the lost objects (their type, quantity) and the value thereof;
  - 4) Collect, secure and provide the Insurance Company with evidence for the circumstances of the incident;
  - 5) Secure, until the case is closed, the damaged (partly damaged or entirely destroyed) objects so as to allow for their inspection by the Insurance Company, the police, airport services;
  - 6) Not later than within 7 days from the date of return to the territory of the Republic of Poland or to the Insured Person's country of residence, however not later than within 45 days from the date of occurrence of the damage, submit to the Insurance Company a claim notification, which 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 the loss (the date, place, description of the loss and actions taken by the Insured Person after the incident occurred);
    - c. A list of damaged or lost objects, drawn up by the Insured Person and confirmed by competent authorities or by the person or company responsible for luggage storing or carriage;
    - d. Documentation confirming the loss or damage to luggage (partial damage or entire destruction);
    - e. Medical documentation confirming circumstances which led to the loss of luggage as a result of events referred to in § 24 section 3 item 5);
    - f. A confirmation of submitting notification of theft, burglary or robbery/assault to the competent authorities;
    - g. The original luggage tickets or receipts;
    - h. The original bills for the repair of damaged luggage and proofs of their payment;
    - i. Documents confirming the purchase or ownership of the destroyed or lost objects (receipts and other documents required by the Insurance Company).

#### **§ 28 Determination of compensation under luggage loss, theft or damage insurance**

1. The compensation shall be paid in the part which is not covered by the professional carrier liable for the damage to luggage (partial damage or entire destruction), or its loss.
2. The compensation may neither exceed the value of the actual loss suffered nor cover the damage caused earlier, including the extent of ordinary wear and tear.
3. In the event of luggage damage, the compensation shall be determined at repair costs, and in the case of luggage loss, at the actual value of an object, taking into account the extent of its ordinary actual wear and tear. The value of objects shall be determined on the basis of original receipts of purchase or the value of new objects of identical functional features on the date of the incident.
4. In determining the extent of the loss, the following shall not be taken into consideration:
  - 1) Scientific, collector's, antique or commemorative value of objects;
  - 2) Costs borne to disinfect the remains of the loss.

#### **§ 29 Recovery of stolen or lost objects**

In the event of recovering stolen or lost objects:

- 1) The Insured Person shall immediately notify this fact to the Insurance Company;
- 2) If the benefit has not been paid yet, the Insured Person shall collect the recovered objects, on doing which the Insurance Company shall pay the compensation for the damaged or missing luggage, if any, in accordance with the provisions hereof;
- 3) If the compensation has already been paid, the Insured Person shall return the amount thereof to the Insurance Company or transfer the tenure or ownership rights to the recovered objects to the Insurance Company. The amount

of compensation to be returned by the Insured Person shall be decreased by the Insurance Company by the amount of compensation obtained by the Insured Person in respect of any damage or missing items.

## **DELAYED LUGGAGE INSURANCE**

### **§ 30 Subject matter and scope of delayed luggage insurance**

1. The insurance shall cover the costs incurred by the Insured Person in connection with a delay in luggage delivery.
2. The Insurance Company shall, on the basis of original receipts, reimburse the Insured Person the costs up to the equivalent of EUR 250, in the event when, as a result of an evidenced delay in luggage delivery by airlines to the Insured Person's place of stay outside the Republic of Poland and the Insured Person's country of permanent residence by not less than 4 hours, the Insured Person has borne expenses to buy basic necessities, such as clothes and toiletries.
3. The insurance cover pertaining to a delay in luggage delivery shall be granted provided that the luggage was entrusted to airlines against a receipt.
4. The insurance cover shall not be provided in the event of a delay in luggage delivery on the territory of the Republic of Poland or the Insured Person's country of permanent residence.

### **§ 31 Procedure for incidents under delayed luggage insurance**

1. In the event of an incident covered by the Insurance Company's liability, 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's liability, the Insured Person shall:
  - 1) Notify the carrier about it and obtain documents confirming a delay in luggage delivery and the time of delivering the luggage by the carrier to the Insured Person's place of stay.
  - 2) Obtain receipts and proofs of payment for the basic necessities.
  - 3) Not later than within 7 days from the date of return to the territory of the Republic of Poland or to the Insured Person's country of residence, however not later than within 45 days from the date of occurrence of the damage, submit to the Insurance Company a claim notification, which shall contain:
    - a. The insurance document number;
    - b. The date, place and description of the loss;
    - c. Documentation confirming a delay in luggage delivery;
    - d. The original receipts or invoices for the purchase of basic necessities;
    - e. All the original documents and information confirming the legitimacy of the claim and/or other information required by the Insurance Company in order to determine the entitlement to the compensation or the amount thereof.

### **§ 32 Exclusions of liability under delayed luggage insurance**

In addition to the exclusions stated in § 48 hereof, the scope of luggage insurance shall not cover:

- 1) A delay resulting from confiscation, forfeiture or damage to luggage by the customs authorities or other public authorities;
- 2) A delay in the trip in the case of the Insured Person's return to the Republic of Poland or his/her place of permanent residence;
- 3) Events occurring as a result of natural disasters;
- 4) Purchase of basic necessities in the event of a delay of less than 4 hours from the moment of the Insured Person's arrival at his/her destination.

## **DELAYED FLIGHT INSURANCE**

### **§ 33 Subject matter and scope of delayed flight insurance**

1. The insurance shall cover the costs incurred by the Insured Person in connection with a delayed flight.
2. The Insurance Company shall, on the basis of original receipts, reimburse the Insured Person the costs up to the equivalent of EUR 150, in the event when, as a result of an evidenced flight delay of no less than 4 hours as compared to the scheduled time, the Insured Person incurred necessary expenses for the purchase of basic necessities, such as clothes, toiletries, food, and for the reservation of accommodation for an additional night(s), and the transfer to and from the airport.
3. The Insurance Company's liability shall consist in reimbursing the indispensable expenses incurred by the Insured Person and not covered by the professional carrier, in the amount not exceeding the sum insured indicated in section 2 above.

### **§ 34 Procedure for incidents under delayed flight insurance**

1. In the event of an incident covered by the Insurance Company's liability, 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's liability, the Insured Person shall:
  - 1) Contact the carrier providing the flight and obtain from the carrier the documents confirming a flight delay ;

- 2) Obtain from the carrier information in writing on which costs incurred by the Insured Person due to a flight delay shall be covered by the carrier;
- 3) Obtain receipts and proofs of payment for the basic necessities, for the reservation of accommodation for an additional night(s), and for the transfer to and from the airport incurred due to a delayed flight, unless these expenses are covered by the professional carrier; the documents itemised above shall constitute the basis for the calculation and payment of the benefit;
- 4) Not later than within 7 days from the date of return to the territory of the Republic of Poland or to the Insured Person's country of residence, however not later than within 45 days from the date of occurrence of the damage, submit to the Insurance Company a claim notification, which shall contain:
  - a. The insurance document number or other data making it possible to identify the Insured Person;
  - b. The date, place and description of the loss;
  - c. Documentation confirming the flight delay;
  - d. The original receipts or invoices for the purchase of basic necessities and for the reservation of accommodation for an additional night(s), and the transfer to and from the airport;
  - e. All the original documents and information confirming the legitimacy of the claim and/or other information required by the Insurance Company in order to determine the entitlement to the compensation or the amount thereof.

### **§ 35 Exclusions of liability under delayed flight insurance**

1. In addition to the exclusions stated in § 48 hereof, the scope of insurance shall not cover:
  - 1) A flight delay occurring on the territory of the Republic of Poland or the Insured Person's country of residence;
  - 2) A delay in flight which was not previously confirmed/checked-in by the Insured Person, save for the cases in which the Insured Person was prevented from doing so due to a strike or occurrence of Force Majeure;
  - 3) The purchase of basic necessities in the event of a delay of less than 4 hours as compared to the scheduled departure time;
  - 4) A delay resulting from a strike, about which the Insured Person knew prior to the departure;
  - 5) A temporary or permanent withdrawal of an airplane by the airport authorities, civil aviation authorities or a competent authority of any country;
  - 6) Events occurring as a result of natural disasters.
2. The Insurance Company shall not be liable for any losses incurred by the Insured Person as a result of the departure not taking place as scheduled and for the expenses borne by the Insured Person in connection with a delay of a foreign scheduled flight, whose cover shall be the obligation of the professional aviation carrier subject to the law in force.

## **TRIP CANCELLATION IN EMERGENCY INSURANCE**

### **§ 36 Subject matter and scope of trip cancellation in emergency insurance**

1. The insurance shall cover the costs which the Insured Person is charged with by the tour operator, travel agency, airline, railway or coach carrier in connection with the cancellation by the Insured Person of a ticket or previously reserved accommodation prior to the commencement of the flight, as per the departure date specified on the first counterfoil of such an air ticket, or in the case of accommodation, prior to making use of accommodation.
2. The insurance shall apply to tickets and accommodation on all international routes, purchased on the territory of the Republic of Poland through the tour operator or a tourist broker or agent established on the territory of the Republic of Poland.
3. The trip cancellation insurance contract may be concluded not later than within 72 hours from the ticket issuing date, accommodation reservation date and the payment of a part or the whole fee, however, not later than one day prior to the date indicated on the ticket as the trip commencement date and not later than one day prior to the planned stay in a hotel.
4. The Insured Person may be covered by the trip cancellation insurance provided that such a risk has not previously been included in the cancellation of participation in a trip or earlier return from a trip insurance.
5. The Insurance Company shall reimburse the costs incurred by the Insured Person in connection with trip cancellation, provided that such cancellation results from:
  - 1) A personal accident resulting in the Insured Person's immediate hospitalisation or substantially limiting the Insured Person's physical abilities, i.e. resulting in his or her inability to move or fend for himself or herself without the assistance of a third party during the period of the trip planned by the Insured Person;
  - 2) A sudden serious illness of the Insured Person requiring his/her immediate hospitalisation and not prognosticating a recovery before the foreign trip planned by the Insured Person;
  - 3) A sudden serious illness or a personal accident of the Insured Person's family member, requiring his/her immediate hospitalisation and not prognosticating a recovery before the trip planned by the Insured Person,
  - 4) A sudden illness or a personal accident of the Insured Person's family member, substantially limiting this member's physical abilities (i.e. resulting his or her inability to move or fend for himself or herself without the assistance of a third party during the period of the trip planned by the Insured Person), requiring the Insured Person's presence on the territory of the Republic of Poland or the territory of the Insured Person's country of permanent residence, confirmed by a doctor's certificate;
  - 5) Pregnancy at risk, complications related to pregnancy of the Insured Person or the wife/partner of the Insured

Person, resulting in hospitalisation lasting at least seven days, taking place during the period of the foreign trip or during the period of 7 days immediately prior to the departure date; the Insurance Company is liable in connection with premature childbirth by the Insured Person or by the Insured Person's wife/partner, travelling together with the Insured Person; the liability of the Insurance Company for this reason occurs, provided that at the time of conclusion of the insurance contract the Insured Person and/or the spouse of the Insured Person was not more than in 8th week of pregnancy and when the event giving rise to cancellation of the air ticket occurred not later than before the end of the 24th week of pregnancy;

6) Death of the Insured Person;

7) Death of the Insured Person's family member, provided that the said death occurred within the period of 60 days prior to the departure date;

8) A burglary, fire or apartment or house flooding at the Insured Person's place of permanent residence on the territory of the Republic of Poland or 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 necessary.

9) A substantiated theft of the documents indispensable during the trip, for example the passport, personal ID, entry visa – provided that the said theft occurred within the period of 14 days prior to the departure date and was reported to the appropriate authorities.

10) A theft or fire of a vehicle, belonging to the Insured Person, at the Insured Person's place of residence, which require taking legal and administrative actions in the course of which the presence of the Insured Person in the country of the Insured Person's residence is necessary, in so far as this event occurred during 14 days immediately prior to the departure date.

### **§ 37 Sum insured under trip cancellation in emergency insurance**

1. The sum insured under trip cancellation insurance, indicated in the insurance document, shall be the sum per each Insured Person.
2. The sum insured in the case of trip cancellation insurance shall amount to the price of the air ticket and/or the price of the coach ticket and/or the price of a train ticket and/or the price of accommodation.
3. The sum insured indicated in the insurance document shall constitute the upper limit of the Insurance Company's liability, whose maximum amount, however, shall not exceed an equivalent of EUR 500.

### **§ 38 Exclusions of liability under trip cancellation in emergency insurance**

In addition to the exclusions stated in § 48 hereof, the Insurance Company shall not be liable for the costs of trip cancellation resulting from the following circumstances concerning the Insured Person or the members of the Insured Person's family:

- 1) If, prior to booking the air ticket or accommodation, there existed any medical contraindications against making the trip, or recommendations to undergo surgery or treatment at the hospital;
- 2) Chronic illnesses, complications, consequences and worsening of health conditions existing prior to the date of signing the insurance contract;
- 3) Accidents caused deliberately by the Insured Person or by the members of the Insured Person's family or resulting from the Insured Person's or the members of the Insured Person's family's gross negligence;
- 4) Alcoholism or events related to 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;
- 5) Pregnancy and any consequences related thereto, subject to provisions of § 36 section 5 item 5);
- 6) Abortion unless performed to rescue the Insured Person's life or health;
- 7) Artificial insemination or any other form of infertility treatment;
- 8) Cancelling the Insured Person's leave by the employer or the employer's not granting a leave or the Insured Person's changing the leave dates;
- 9) Events related directly to natural disasters;
- 10) Failure to inform in writing the tour operator about the cancellation of the ticket and reasons thereof.

### **§ 39 Procedure for incidents under trip cancellation in emergency insurance**

1. In the event of trip cancellation, the Insured Person shall inform the tour operator in writing about such cancellation and the reasons thereof within 24 hours from the occurrence of an incident justifying such cancellation, or – if such notification is not possible for reasons beyond the Insured Person's control – not later than within 7 days from the date of cessation of reason justifying the cancellation. In the event of the Insured Person's defaulting on the abovementioned deadline, the Insurance Company may decrease the costs reimbursed to the amount that the Insured Person would be charged with by the tour operator on the day of reporting the incident.
2. The Insured Person shall inform the Insurance Company in writing about the trip cancellation within 7 days from the date of occurrence of such an event and provide the Insurance Company with:
  - 1) The air ticket and/or the coach ticket and/or the train ticket and/or confirmation of booking the accommodation;
  - 2) A statement confirming the cancellation of the trip;

- 3) A certificate of the event organiser confirming the amount of deductions on account of the cancellation of the trip;
- 4) Documentation confirming the occurrence of circumstances resulting in the necessity of cancellation of the air ticket and/or the coach ticket and/or the train ticket and/or accommodation, including in particular:
  - a. medical documentation, a doctor's certificate confirming a sudden illness, a doctor's certificate confirming the contraindications against the making the trip;
  - b. a copy of the death certificate and a copy of the statement of death – in the event of death;
  - c. in case of the event referred to in § 36 section 5 item 4 taking place – a doctor's certificate confirming that the presence of the Insured Person on the territory of the Republic of Poland or on the territory of the country of his/her permanent residence is required;
  - d. a police certificate confirming occurrence of damage to property;
  - e. a police certificate confirming the theft of documents indispensable during the trip;
  - f. a police certificate confirming the theft or fire of a vehicle owned by the Insured Person;
  - g. a certificate from the local authorities, confirming the occurrence of acts of God giving rise to the cancellation.

#### **INSURANCE OF MONEY DRAWN FROM AN ATM AND LOST BY THE INSURED PERSON AS A RESULT OF THEFT OR ASSAULT DURING THE INSURED PERSON'S TRIP**

##### **§40 Subject matter and scope of insurance of money drawn from an ATM and lost as a result of an assault (robbery)**

1. The insurance shall cover the money withdrawn from an ATM by the Insured Person during a foreign trip and lost as a result of an assault (robbery) taking place not later than 2 hours from the moment of withdrawing the money from an ATM.
2. The insurance shall cover the money withdrawn from any ATM worldwide, excluding the ATMs operating on the territory of the Republic of Poland and the Insured Person's country of permanent residence.

##### **§ 41 Sum insured under insurance of money drawn from an ATM and lost as a result of an assault (robbery)**

1. The sum insured shall be the actual amount withdrawn from an ATM and lost as a result of an assault (robbery), however not more than an equivalent of EUR 150 for the total length of the Insured Person's stay abroad.
2. The sum insured under insurance of money drawn from an ATM and lost as a result of an assault (robbery) shall be the sum per each Insured Person for the total length of this Insured Person's stay abroad.

##### **§ 42 Exclusions of liability under insurance of money drawn from an ATM and lost as a result of an assault (robbery)**

In addition to the exclusions stated in § 48 hereof, the Insurance Company shall not be liable for the money drawn from an ATM and lost as a result of an assault (robbery) when:

- 1) the withdrawal of money took place on the territory of the Republic of Poland or the Insured Person's country of permanent residence;
- 2) the stay abroad lasts for more than 16 days from the moment of commencing the trip by the Insured Person;
- 3) the loss of money as a result of an assault (robbery) occurred after the lapse of 2 hours from the moment of withdrawing the money from an ATM;
- 4) the loss of money was not documented by a police report, drawn up by the local police in the country of the Insured Person's stay.

##### **§ 43 Procedure for incidents under insurance of money drawn from an ATM and lost as a result of an assault (robbery)**

The Insured Person is obliged to notify the Insurance Company in writing about the loss of money drawn from an ATM as a result of an assault (robbery) within 7 days from the date of the trip's end and provide:

- 1) a police report on the incident, drawn up by the local police;
- 2) a bank statement confirming the fact of making a withdrawal from an ATM.

#### **INSURANCE OF MOVABLE PROPERTY, LEFT IN THE INSURED PERSON'S APARTMENT IN THE COUNTRY OF PERMANENT RESIDENCE OF THE INSURED PERSON, AGAINST BURGLARY AND THEFT DURING THE INSURED PERSON'S FOREIGN TRIP**

##### **§ 44 Subject matter and scope of insurance of movable property left in the Insured Person's apartment**

The insurance shall cover the movable property of the Insured Person, left in the Insured Person's apartment in the country of permanent residence of the Insured Person, which was damaged, destroyed or lost as a result of a burglary and theft occurring during the Insured Person's foreign trip.

##### **§ 45 Sum insured under insurance of movable property left in the Insured Person's apartment**

1. The sum insured shall be the actual value of movable property owned by the Insured Person, which was

damaged, destroyed or lost as a result of burglary and theft from the Insured Person's apartment, however not more than an equivalent of EUR 3,200 for any one accident.

2. The sum insured under the movable property insurance, indicated in the insurance document shall be the sum per each Insured Person for the total length of this Insured Person's stay abroad.

#### **§ 46 Exclusions of liability under insurance of movable property left in the Insured Person's apartment**

In addition to the exclusions stated in § 48 hereof, the Insurance Company shall not be liable for movable property owned by the Insured Person which was damaged, destroyed or lost as a result of burglary and theft when:

- 1) the stay abroad lasts for more than 16 days from the moment of commencing the trip by the Insured Person; in the event of a stay abroad lasting for more than 16 days, the insurance cover shall come to an end on the 16th day of stay abroad.
- 2) the accident, damage, destruction or loss of the Insured Person's movable property as a result of burglary and theft took place outside of the period of coverage;
- 3) the damage, destruction or loss of the Insured Person's movable property was caused by events other than burglary and theft;
- 4) the damage, destruction or loss of the Insured Person's movable property was caused by events connected with the use of the nuclear, biological and chemical weapons.

#### **§ 47 Procedure for incidents under insurance of movable property left in the Insured Person's apartment**

1. The Insured Person is obliged to notify the Insurance Company in writing about any damage, destruction or loss of the Insured Person's movable property as a result of burglary and theft within 7 days from the date of the trip's end and provide:
  - 1) a police report on the incident, drawn up by the local police and confirming the occurrence of an event within the period of coverage;
  - 2) documents and information confirming grounds for the claim and/or other information that the Insurance Company may request from the Insured Person in order to establish his/her right to compensation and the amount thereof.
2. The Insured Person is obliged to notify the police about any damage, destruction or loss of the Insured Person's movable property as a result of burglary and theft as soon as possible after establishing it has taken place, however not later than until the lapse of the 24th hour from the planned time of the trip's end.

### **FINAL PROVISIONS**

#### **§ 48 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 Republic of Poland or 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, 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;
  - 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 ionising 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 and acts of terror, during active participation in any events occurring in the areas engulfed by local and international war actions and acts of terror;
  - 11) resulting from the Insured Person's participation in fights, or resulting from incidents caused by the Insured Person's committing or attempting to commit a crime;
  - 12) resulting from the Insured Person's stay in restricted access areas;
  - 13) resulting from actions against the local law and local authorities' bans;
  - 14) resulting from the Insured Person's practising sports in unauthorised places;
  - 15) resulting from the Insured Person's participation in animal hunting;

- 16) resulting from practising extreme sports;
  - 17) related to aviation accidents, unless the Insured Person was a passenger of licensed airlines;
  - 18) resulting from the failure to respect the commonly accepted safety rules, if this contributed to a loss;
  - 19) 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;
  - 20) 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;
  - 21) 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;
  - 22) arising from accidents occurring during the performance of stuntman's duties;
  - 23) arising from participation in any manoeuvres carried out under the supervision of the military authorities, or for the actions of paramilitary organisations;
  - 24) resulting from performing physical work;
  - 25) resulting from practising competitive or professional sports.
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 or law of the European Union or the United States of America relating to trade and economic sanctions.

#### § 49 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 the Polish or English language. 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 authorised 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 authorised to obtain the benefit under the insurance contract would like to make a complaint to the Insurance Company, it should do it
  - 1) in writing to the address: Colonnade Insurance S.A. Oddział w Polsce ul. Marszałkowska 111 00-102 Warszawa or
  - 2) by phone under number +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 extraordinarily 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. 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 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.
11. 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.
12. The Financial Ombudsman (*Rzecznik Finansowy* ([www.rf.gov.pl](http://www.rf.gov.pl))) is an entity that is entitled to conduct out-of-court proceedings related to the resolution of consumer disputes.

Colonnade Insurance Société Anonyme Oddział w Polsce  
ul. Marszałkowska 111  
00-102 Warszawa  
Polska  
tel. +48 22 528 51 00  
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e-mail: 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 completion 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 the case of concluding a contract via the internet the provided data will be processed in an automated or profiled way, i.e. without human intervention.

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 legally justified interests of the Administrator (i.e. reduction of insurance risk through its reinsurance, prevention of Administrator's sustaining damage through counteracting insurance crime, 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 be disclosed to other entities only 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) as well as to other entities in connection with the justified purpose of the Administrator (including insurance companies, reinsurers, payment operators, entities directly providing services to the injured). Depending on the purpose, personal data is 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 specified by law, in particular if conditions ensuring an adequate level of personal data security are met. In order to comply with established international sanctions, your 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 law.

The Administrator may make automated decisions, including profiling, regarding the assessment of insurance risk, which may affect the scope of the offered product, 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, destination, number of insured person, insurance coverage. The person whom the data concerns shall have the right to obtain human intervention from the administrator, to express his or her views and to challenge this decision by contacting the Administrator in the manner set out below

The person whom the data concerns has the right to request access to personal data, to correct it, delete it or limit the processing of it or to object to the processing of it, 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 completion 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. Supplying a telephone number and an email address is voluntary, unless it is necessary for an insurance file.

You can contact the Administrator by writing to Colonnade, calling +48 22 276 26 02 and sending an email to [bok@colonnade.pl](mailto:bok@colonnade.pl). For all matters relating to the processing of personal data, in particular 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 any time.