

TYPE OF INFORMATION	TEXT DIVISION UNIT NUMBER
1. Information related to conditions for the payment of compensation (damages) and other benefits:	§ 3, § 6 par. 12, § 7 par. 1, § 9.
2. Information related to the limitation and exclusion of the insurance company's liability under which the insurance company may refuse to pay compensation (damages) or pay damages in a limited amount are contained in the following parts of the general terms and conditions of insurance:	§ 3 par. 3 items 5, items 6, par 7, items. 9, items. 10, § 4 par. 3, § 5, § 6 par. 2, § 7, § 9 par. 1 and par. 5, § 10 par. 2,

## GENERAL TERMS AND CONDITIONS OF TRAVEL PROTECT COSTS OF TRIP CANCELLATION IN EMERGENCY GROUP INSURANCE

These General Terms and Conditions of Travel Protect Costs Of Trip Cancellation In Emergency Group Insurance, hereinafter referred to as the General Terms and Conditions of Insurance, shall apply to insurance contracts concluded between Colonnade Insurance Société Anonyme Oddział w Polsce, hereinafter referred to as the **Insurance Company**, and eSky.pl S.A., hereinafter referred to as the **Policyholder**, for the benefit of natural persons, hereinafter referred to as the **Insured Persons**.

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

These General Terms and Conditions of Travel Protect Travelling Luggage Group Insurance were approved by the Branch Manager of Colonnade Insurance Société Anonyme Oddział w Polsce and took effect on 10.12.2018.

### COMMON PROVISIONS APPLICABLE TO ALL INSURANCE

#### § 1 The scope of the insurance

Based on the rules stipulated in these General Terms and Conditions, the scope of insurance covers the costs of trip cancellation, consisting of the price and cancellation costs related to an air, railway, coach ticket or accommodation.

#### § 2 Definitions

- Act of terror** – any illegal, unlawful actions of individuals or groups conducted with the use of force or violence (or threat of their use) against people or property, organized for the attainment of ideological, economic, political or religious goals and intended to give rise to chaos, intimidate people, and disrupt public life;
- Family member, family** – a spouse, children, parents/parent, legal guardian(s) travelling with a child/children, inclusive of adopted child/children, parents-in-law, siblings, grandparents, grandchildren and adopted persons; the term family members shall also include persons remaining in a common-law marriage, understood as a non-formalized relationship of two adult persons sharing a common household; the term family members shall also include other adult persons travelling together with a child/children, provided that there exists a blood relationship between the child/children and the travelling adult person(s).
- Insurance certificate / document** – a document issued by the Policyholder, confirming providing coverage to the Insured Person under group insurance contract;
- Child** – a person supported by his/her parents or legal guardians, aged less than 18;
- Hospitalization** – hospital treatment lasting continuously for at least 24 hours, resulting from a sudden illness or an accident;
- Tourist event** – a journey/return and the stay abroad consisting of at least two tourism services forming a single programme and covered with one price, provided that such services comprise accommodation or last for no less than 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;
- 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;

8. **Insured Person's country of permanent residence** – a country in which the Insured Person has resided for at least one year immediately preceding the conclusion 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;
9. **House/flat** – the place of permanent or registered residence of the Insured Person;
10. **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;
11. **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;
12. **Insurance period** – a period indicated in the insurance document during which insurance cover is provided;
13. **Tour operator** – an entrepreneur organising a tourist event;
14. **Domestic trip** – any type of journey/travel and/or stay away from the Insured Person's place of residence in the Insured Person's country of residence;
15. **Foreign trip** – the time of the Insured Person's journey/return and stay outside the Insured Person's country of residence;
16. **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;
17. **Being under the influence of alcohol** – a condition resulting from the Insured Person's consuming such a quantity of alcohol that the content thereof is or leads to alcohol concentration in the blood of above 0.2‰ of alcohol or the presence of more than 0.1 mg of alcohol in 1 dm<sup>3</sup> of exhaled air;
18. **Rules and Regulations** – a set of rules, available on Policyholder's website, determining the principles governing the Insured Persons' accessing the insurance;
19. **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;
20. **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;
21. **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;
22. **Policyholder** – eSky.pl S.A.;
23. **Insured Person** – an individual up to the age of 85, accessing the insurance;
24. **Mental disorder** – an illness classified in the International Statistical Classification of Diseases (ICD 10) as a mental or behavioural disorder (F00-F99).

### § 3 Subject matter and scope of costs 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.
2. The insurance shall apply to tickets and accommodation on all domestic and international routes, purchased through the tour operator or a tourist broker or agent.
5. The Insurance Company shall reimburse the costs incurred by the Insured Person in connection with trip cancellation, provided that the cancellation results from:
  - 1) A personal accident resulting in the Insured Person's immediate hospitalisation or 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 trip planned by the Insured Person;
  - 3) A sudden 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, 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 Insured Person's country of permanent residence, as confirmed by a doctor's referral;
  - 5) Complications related to pregnancy of the Insured Person or the wife/partner of the Insured Person, resulting in hospitalization lasting at least seven days, taking place during the period of the 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 8<sup>th</sup> week of pregnancy and when the event giving rise to cancellation of the air ticket occurred not later than before the end of the 24<sup>th</sup> 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 not more than 60 days prior to the departure date;

- 8) A burglary, fire or apartment flooding at the Insured Person's place of residence on the territory of the Insured Person's country of permanent residence, requiring taking legal and administrative actions during the period of the planned trip, in the course of which the presence of the Insured Person is 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 is necessary, in so far as this event occurred during the 14 days immediately prior to the departure date.

**§ 4 Sum insured under costs of trip cancellation in emergency insurance**

1. The sum insured under costs of trip cancellation insurance, indicated in the insurance document, shall be the sum per each Insured Person.
2. The sum insured in the case of costs 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 5,000.

**§ 5 Exclusions of liability under costs of trip cancellation in emergency insurance**

1. The Insurance Company shall not be held liable if the Policyholder, the Insured Person or a member of the Insured Person's family brought about the event leading to the cancellation of the trip or accommodation intentionally or as a result of gross negligence, unless the payment of a benefit is equitable in the specific circumstances.
2. 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, train, or coach ticket or accommodation, there existed any medical contraindications against making the trip, or recommendations to undergo an operation or treatment at the hospital;
  - 2) Chronic illnesses, complications, consequences and worsening of health conditions existing prior to the Insured Person's accessing the insurance;
  - 3) 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, unless this did not contribute to the occurrence of the insured event
  - 4) Abortion, unless performed to rescue the Insured Person's life or health or the life or health of the Insured Person's family member;
  - 5) Artificial insemination or any other form of infertility treatment;
  - 6) 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;
  - 7) Failure to inform in writing the tour operator about the cancellation of the ticket and reasons thereof;
  - 8) Accidents arising from illnesses or the consequences of accidents taking place outside of the period of insurance;
  - 9) Accidents arising from mental disorders or diseases, neurosis, depression, even if they are consequences of an accident), as well as accidents related to psychoanalytical and psychotherapeutic treatment;
  - 10) Accidents arising from sexually transmitted diseases, AIDS and HIV infection;
  - 11) Accidents caused deliberately by the Insured Person, self-mutilation, attempted suicide and consequences of suicide, irrespective of the Insured Person's sanity;
  - 12) Accidents resulting from epidemics or contamination, or caused by any type of radioactive or ionising radiation;
  - 13) Accidents Resulting from incidents directly related to social riots and unrest, disturbances, strike, sabotage and coups;
  - 14) Accidents Resulting from war activities and acts of terror, unless these occurred unexpectedly during the Insured Person's foreign trip;
  - 15) Consequences of acts of terror in areas/regions in which acts of terror have taken place during the 60 days preceding the event giving rise to the loss; a region shall be construed as the area within a 200 km radius from the place of the insured event;
  - 16) Accidents 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;
  - 17) Accidents 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;
3. The Insurance Company shall not provide insurance cover, and shall not be liable to pay any compensation or benefit whatsoever under this contract of insurance, inasmuch as providing such cover, or the payment of such compensation or benefit would expose the Insurance Company or its parent company to a sanction, ban/prohibition or restriction on the strength of a resolution of the United Nations, Great Britain, or the law of the European Union or the United States of America concerning trade of economic sanctions.

**§ 6 Concluding an insurance contract and accessing the insurance**

1. The insurance contract is concluded for a specified period of time.
2. The Policyholder and the Insured Person are obliged to notify the Insurance Company about any circumstances that are known to the Policyholder and the Insured Person, and which the Insurance Company enquired about prior to the conclusion of the insurance contract. The Insurance Company is not liable for any consequences of the circumstances that it has not been notified about in violation of the provisions contained in the preceding sentence.

3. The insurance contract and the relations between the Insurance Company and the Policyholder prior to the conclusion of the said contract are governed by the Polish law.
4. The Insured Person's accessing the insurance takes effect during the process of his or her purchasing services with the Policyholder – through completing an application in the website service or over the telephone. The procedure of accessing the insurance by the Insured Persons is set out in the Rules and Regulations.
5. Accessing the insurance over the telephone may take place not later than within 5 days from the ticket issuing date, accommodation reservation date and the payment of a part or the whole fee, however, not later than 1 day prior to the date indicated on the ticket as the trip commencement date and not later than 1 day prior to the planned stay in a hotel.
6. The Insured Person's accessing the insurance takes effect upon the Insured Person becoming acquainted with the Rules and Regulations and these General Terms and Conditions of Insurance, which is confirmed by the Insured Person in a statement submitted on the website or during the telephone conversation.
7. Prior to taking out insurance the Policyholder provides these General Terms and Conditions of Insurance to the Insured Person in writing or, upon the Insured Person's consent, on other durable media.
8. The Insured Person may take up insurance no later than on the day of his 85<sup>th</sup> birthday.
9. Prior to accessing the insurance the Insured Person is obliged to effect, to the benefit of the Policyholder, the payment of the insurance premium due on account of the Insured Person, and possibly other Insured Persons, being insured. The amount of the premium is indicated in the website service maintained by the Policyholder during the process of completing the insurance application by the Insured Person, or during a telephone conversation.
10. The Insured Person's accessing the insurance is confirmed by the insurance certificate, which is immediately delivered to the Insured Person by the Policyholder, along with these General Terms and Conditions of Insurance, upon the Insured Person's accessing the insurance, to the e-mail address indicated by the Policyholder, or – at the Insured Person's request – in another form.
11. The insurance document, together with the attachments, if any, and these General Insurance Terms and Conditions shall determine the period and scope of insurance which the Insured Person is covered by.
12. The Insurance Contract may also cover other persons, indicated by the Insured Person in the insurance application completed in the website service maintained by the Policyholder or during a telephone conversation. Prior to covering the said persons with insurance, the Insured Person is obliged to obtain their consent to being covered by insurance and to provide to them a copy of these General Insurance Terms and Conditions. As of the time of issuing the insurance document and on the conditions stipulated therein, those persons become Insured Persons – all of these persons are covered by the same scope of insurance, on the same conditions, with sums of insurance applying to each of those persons individually.
13. The minimum period of insurance for one Insured Person shall be one day (24 hours).
14. 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 Emergency Centre doctors, as well as their representatives.

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

1. Insurance coverage under insurance of the costs of trip cancellation in an emergency begins on the day of concluding the insurance contract, however not earlier than on the day following the premium payment day, and it ends:
  - at the time of departure indicated on the ticket in case of air travel,
  - at the departure time of the train, in the case of rail travel,
  - at the departure time of the coach in the case of coach travel,
  - on the penultimate day of the planned stay in the hotel, in the case of purchasing accommodation.
2. The Insurance Company's liability shall always end:
  - 1) upon the exhaustion of the sum insured;
  - 2) upon the death of the Insured Person – with respect to this Insured Person;

#### **§ 8 Insurance Premium**

1. The insurance premium shall be paid by the Insured Persons to the benefit of the Policyholder, which shall then make the premium payment to the benefit of the Insurance Company.
2. The insurance premium shall be calculated for a period during which the Insurance Company provides its insurance coverage.
3. The amount of insurance premium depends on 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.
4. The premium shall be paid as a one-off payment.
5. The date of the premium payment shall be the day on which an effective transfer is made, i.e. when the required amount is paid via the website service maintained by the Policyholder or to the bank account indicated by the Policyholder during the telephone conversation.

#### **§ 9 Benefits**

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 occurrence of an incident 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) Information regarding the ticket or the booking;
  - 2) A statement confirming the cancellation of the trip;
  - 3) A certificate of the event organizer confirming the amount of deductions on account of the cancellation of the air ticket and/or the coach ticket and/or the train ticket and/or accommodation;
  - 4) Documentation confirming the occurrence of circumstances resulting in the necessity of cancelling the trip, 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 – in the event of death of the Insured Person's family member;
    - c) in case of the event referred to in § 3 par. 3 item 4) taking place – a doctor's certificate confirming that the presence of the Insured Person on the territory of the Republic of Poland is required;
    - d) a police certificate confirming occurrence of property damage;
    - e) a police certificate confirming the theft of the 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.
3. Legitimacy of the claim and the amount of the benefit shall be determined on the basis of full documentation, defined herein, to be submitted by the Insured Person or a person acting on his/her behalf.
4. At the Insurance Company's request, the Insured Person or a person acting on his/her behalf, shall present other documents that the Insurance Company finds necessary to confirm whether the claims are legitimate and to determine the amount of the benefit.
5. Providing by the Insured Person untrue statements about the circumstances or consequences of the insured event or his/her failure to provide explanations may prevent the Insurance Company from assessing the insured event correctly and may result in a refusal of the payment of the benefit.
6. The Insurance Company shall make the payment of the benefit up to the amount of the sum insured.
7. Benefits payable to the Insured or an authorized person shall be effected in Polish zlotys, American dollars, or euros (at the Insured Person's discretion), as an equivalent of amounts in other currencies, converted into zlotys, dollars or euros at a foreign exchange rate published by the National Bank of Poland in its foreign exchange average rate tables applicable on the day of occurrence of the event giving rise to the insurance liability and shall be in the amounts not exceeding the sums insured defined in the insurance contract.
8. The Insurance Company is obliged to effect the payment of the benefit within 30 days from being notified of an insured event.
9. 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 8 above.

## **§ 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 Insured Person shall have the priority in satisfying his/her claims over the Insurance Company's claims in relation to the remaining part of the loss.
2. If the Insured Person resigns or has resigned from the right to make any claims against a third party or the right to secure claims, without the consent of the Insurance Company, the Insurance Company shall be discharged from its obligation to make the payment of the benefit and neither the Policyholder nor the Insured Person shall not be entitled to a reimbursement of his/her premium.
3. Claims shall not be taken over by the Insurance Company if a person causing the damage is a member of the Insured Person's household, unless the perpetrator has caused such damage intentionally.
4. The Insured Person is obliged to provide the Insurance Company with all information and documents, and to enable the Insurance Company to conduct the activities required to make efficient recourse claims.

## **FINAL PROVISIONS**

### **§ 11 General provisions**

1. Unless stipulated otherwise herein, any and all notices and representations addressed to the Insurance Company to be valid shall be submitted in writing.
2. All correspondence and contacts with the Insurance Company shall be conducted in Polish, English or Spanish, however medical documentation must be submitted in either the Polish or 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. If the Insured Person or another individual authorized to obtain the benefit under the insurance contract would like to make a complaint to the Insurance Company, this should be done:
  - 1) in writing, sending a letter to: Colonnade ul. Marszałkowska 111, 00-102 Warszawa, or

- 2) by telephone, calling +48 22 528 51 00 or orally for the record during a visit at the Insurance Company's seat, or
  - 3) via e-mail: reklamacje@colonnade.pl.
6. The Insurance Company replies to a complaint in writing within 30 days from the date of its receipt, and in particularly complicated cases, within 60 days from the date of its receipt. A reply to a complaint may be sent via email, if the complaining person has requested so and indicated an e-mail.
  7. 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.
  8. 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.
  9. 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.
  10. The Financial Ombudsman (*Rzecznik Finansowy* ([www.rf.gov.pl](http://www.rf.gov.pl))) is the entity entitled to conduct out-of-court proceedings related to the resolution of consumer disputes.

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

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

The administrator of personal data is Colonnade Insurance S.A., carrying out operations in Poland through its local office (hereinafter: Colonnade or the Administrator). The legal basis and purpose of the processing of personal data is to take action prior to the conclusion and 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 collecting data concerning the state of health, the legal basis for their processing is the consent.

Personal data may also be processed in order to fulfil the legal obligations incumbent on the Administrator, and the necessity of their processing always stems from legal regulations (concerning insurance activity, complaint handling, tax and accounting issues, statistical and actuarial obligations and consumer protection), as well as for purposes arising from the 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, conducting direct marketing of in-house products through conducting analytical activities and contacting the person whom the data concern, ensuring compliance with international sanctions through analyses, and also to assert or defend against claims arising from the Administrator's activity, including any necessary actions to secure them). Personal data may 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 and marketing agencies), as well as to other entities in connection with the justified purpose of the Administrator (including insurance companies, reinsurers, payment operators, and entities providing services directly to the benefit of the Insured Person).

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 person whom the data concern 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. Notwithstanding the above, conducting direct marketing activities by e-mail or by telephone shall not be possible without prior consent, which may be revoked at all times by making contact in the manner set forth in the General Terms and Conditions of Insurance or on the site [www.colonnade.pl](http://www.colonnade.pl).

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, claims number/history, subject-matter of insurance. The person whom the data concerns shall have the right to obtain human intervention from the Administrator, to express his or her views and to challenge this decision by contacting the Administrator in the manner set out below. The Administrator may be contacted by writing a letter to Colonnade, calling +48 22 276 26 00 and sending an email to [bok@colonnade.pl](mailto:bok@colonnade.pl). For all matters relating to the processing of personal data, in particular exercising your rights in relation to data processing, objection, or data transfer outside the EEA, you may contact the Data Protection Officer at Colonnade ([dpo@colonnade.pl](mailto:dpo@colonnade.pl)) or send a letter to Colonnade at all times.

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

# TRAVEL PROTECT Costs of Trip Cancellation in Emergency Insurance

Document containing information on an insurance product

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

**Product:** TRAVEL PROTECT Costs of Trip Cancellation in Emergency Insurance

This document constitutes demonstrative material only. Full and binding information regarding the insurance contract can be found in the General Terms and Conditions (GT&C) of Colonnade Insurance S.A. Oddział w Polsce TRAVEL PROTECT Costs of Trip Cancellation in Emergency Insurance of 10<sup>th</sup> December 2018.

## What kind of insurance is this?

Insurance of costs of domestic or foreign trip cancellation, in connection with certain situations provided for in the insurance contract.



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

✓ 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. The insurance shall apply to tickets and accommodation on all domestic and international routes, purchased through a tourism organizer, tourist broker or tourist agent. The Insurance Company shall reimburse the costs incurred by the Insured Person in connection with trip cancellation, provided that the insured event results from:

- an accident (an accidental event of sudden character, caused by external factors, irrespective of the Insured Person's health condition) suffered by the Insured Person, resulting in the Insured Person's immediate hospitalisation (treatment lasting not less than 24 hours) 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;
- a sudden illness of the Insured Person (a condition arising suddenly and not related to earlier disorders and illnesses suffered by the Insured Person) requiring his/her immediate hospitalisation and not prognosticating a recovery before the foreign trip planned by the Insured Person;
- a sudden illness or an accident of the Insured Person's family member (the persons indicated in the GT&C, among others, spouse, children, siblings, or partners with whom the Insured Person shares the common household), requiring that member's immediate hospitalisation and not prognosticating a recovery before the trip planned by the Insured Person;
- a sudden illness or an 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 Insured Person's country of residence, confirmed by a doctor's referral;
- complications related to pregnancy of the Insured Person or the wife/partner of the Insured Person, resulting in hospitalization 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;
- death of the Insured Person;
- death of the Insured Person's family member, provided that the said death occurred within the period of not more than 60 days prior to the departure date;
- a burglary, fire or apartment/house flooding at the Insured Person's place of residence on the territory of the Insured Person's country of 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;
- 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;
- a theft or fire of a vehicle, belonging to the Insured Person, at the Insured Person's place of residence, which requires taking legal and administrative actions in the course of which the presence of the Insured Person is necessary, in so far as this event occurred during the 14 days immediately prior to the departure date.

**Sum insured,** i.e. the amount constituting the upper limit of the Insurance Company's liability for the losses/damage occurring during the period of insurance is indicated in the insurance document, however:

- the Insurance Company is liable to the maximum amount of EUR 5,000;



### What the insurance does not cover

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

- ✗ connected with trip cancellation for reasons other than those stated in the subject-matter of insurance or reservations made without the involvement of a tour operator, tourist broker or agent;
- ✗ bankruptcy of the entity organizing the trip;
- ✗ covered by insurance, if 5 or more days have elapsed from the day of issuing the ticket or reserving the accommodation and the payment of part or of the whole price;
- ✗ covered by insurance, if less than one day remains until the departure flight or the planned stay in the hotel;
- ✗ if the Insured Person was not previously covered under costs of tourist event cancellation insurance or under costs of earlier return from tourist event insurance;
- ✗ connected with hospitalization lasting less than 24 hours;
- ✗ 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;
- ✗ costs of new bookings made by the Insured Person following the trip cancellation in an emergency;
- ✗ Connected with insured events, if the Insured Person failed to inform in writing the tour operator about the cancellation of the ticket and the reasons of this cancellation.



### What are the limitations of insurance cover?

The Insurance Company is not liable, among others, for the trip cancellation costs arising out of the following circumstances, concerning the Insured Persons or members of the Insured Person's household:

- ! if prior to the booking of the flight ticked there had been medical contraindications or recommendations to undergo a surgery or hospital treatment;
- ! chronic illnesses, complications, consequences and worsening of health conditions existing prior to the date of signing the insurance contract;
- ! 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;
- ! events related to 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;
- ! abortion unless performed to rescue the Insured Person's life or health;
- ! artificial insemination or any other form of infertility treatment;
- ! events related directly to natural disasters;
- ! accidents arising from mental disorders or diseases, neurosis, depression, even if they are consequences of an accident, connected with treatment, as well as for accidents related to psychoanalytical or psychotherapeutic treatment;
- ! accidents arising from sexually transmitted diseases, AIDS and HIV infection;
- ! accidents caused deliberately by the Insured Person, self-mutilation, attempted suicide and consequences of suicide, irrespective of the Insured Person's sanity;
- ! accidents resulting from diseases and accidents caused by epidemics or contamination, or any type of radioactive or ionising radiation;
- ! resulting from incidents directly related to social riots and unrest, disturbances, strike, sabotage and coups;
- ! resulting from events directly related to local and international war activities;
- ! accidents resulting from acts of terror, unless these occurred unexpectedly during the Insured Person's foreign trip; in this case the Insurance Company's liability shall last until the end of the 7th day, counting from the day on which the sudden act of terror transpired; the Insurance Company shall provide insurance cover only with respect to medical treatment costs and the transportation I to the Insured Person's country of residence or the country which Insured is a citizen
- ! consequences of acts of terror in areas/regions in which acts of terror have taken place during the 60 days preceding the event giving rise to the loss; a region shall be construed as the area within a 200 km radius from the place of the insured event;
- ! 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;
- ! resulting from the Insured Person's movement in restricted access areas;
- ! resulting from actions against the local law and local authorities' bans;
- ! resulting from the Insured Person's practising sports in unauthorised places;



- the sum insured in the case of costs of trip cancellation insurance is the price of the flight ticket and/or the price of the coach ticket and/or the price of a train ticket and/or the price of accommodation;
- in the 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.

- ! resulting from the Insured Person's participation in animal hunting;
- ! resulting from accidents occurring as a consequence of practising extreme sports;
- ! resulting from the failure to respect the commonly accepted safety rules, if this contributed to a loss;
- ! 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;
- ! arising from accidents occurring during the performance of stuntman's duties;
- ! arising from participation in any manoeuvres carried out under the supervision of the military authorities, or for the actions of paramilitary organisations.
- ! when insured person at the moment of accessing to insurance was older than 85 years old



#### Where the insurance is valid

- ✓ Insurance cover is provided for both domestic and foreign trips.



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

- Informing the tour operator in writing about the trip cancellation and its reasons within 24 hours from the circumstances justifying such cancellation.
- Informing the Insurance Company in writing about the trip cancellation within 7 days from the date of occurrence of such an event.
- Providing to the Insurance Company the documents and information concerning the insured event.



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

As a one-off payment, at the time of taking out travel insurance, to the account specified in the insurance document.



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

The insurance cover under insurance of the costs of trip cancellation in an emergency begins on the day of concluding the insurance contract, however not earlier than on the day following the premium payment day, and it ends:

- at the time of departure indicated on the ticket in case of air travel,
- at the departure time of the train, in the case of rail travel,
- at the departure time of the coach in the case of coach travel,
- on the penultimate day of the planned stay in the hotel, in the case of purchasing accommodation.

The Insurance Company's liability 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) not later than as of midnight of the last day of the period of insurance (which may not exceed 4 months, indicated in the insurance document).



#### How to terminate an insurance contract?

The insurance contract as concluded for a definite period is not subject to termination.

The Insured has the right to withdraw from the insurance at any time before the commencement of insurance cover. After the commencement of the insurance cover, it is not possible to withdraw from the insurance.