

**General Conditions of Foreign Visitor Insurance
Europäische Reiseversicherung AG
Branch in Poland (2007)**

No. 10.19.002

Paragraphs 1-19 shall apply to all types of insurance called Foreign Visitors Europäische Reiseversicherung AG Branch in Poland, (hereinafter referred to as Europejskie) concluded by virtue of these General Insurance Conditions. Subject and scope of cover has been defined in a relevant way under sections A – E.

§ 1 Insurance contract

Basing on these General Insurance Conditions Europejskie, within the activities of its enterprise, concludes insurance contracts with foreigners covering medical costs, assistance, luggage, consequences of accidents and third party liability. Insurance contracts shall be concluded with natural persons, legal entities and with organizational units not being legal entities

§ 2 Agreement for account of a third party

1. Policyholder can conclude insurance agreement for account of a third party.
2. Europejskie shall be entitled to any claims related to premium payment and exclusively against the Policyholder. Any reproach or allegation influencing the liability of Europejskie can be raised by Europejskie also against the Insured.
3. Insured shall be entitled to demand any benefit due directly from Europejskie.
4. The Insured can demand Europejskie to provide him with the information about the provisions
3. In the case the contract has been concluded for the benefit of a third party all the provisions binding upon the Policyholder shall apply to the Insured, as well.
4. Upon agreement between the parties hereto additional provisions can be introduced into the GIC which differ from these GIC and which precede the provisions of these GIC.
5. Any regulations differing from the provisions hereof and any additional agreements are required to be made in writing, otherwise they are null and void.

§ 3 Scope of cover

1. The Insured, in view of the insurance agreement, can be a natural person staying on territory of the Republic of Poland (Basic variant) or on territory of any EU country (Complex variant).
2. Europejskie shall be liable for any random events mentioned in sections A-E hereof, which occurred:
 - in BASIC variant – on territory of the Republic of Poland,
 - in COMPLEX variant – on territory of any EU country.
3. If the Insured stays outside his or her country of residence on the date of insurance agreement conclusion (both in BASIC and COMPLEX variants), liability of Europejskie shall commence on expiration of 7 day period counting from the day following the date of agreement conclusion and premium payment. It is possible to arrange, by a special provision in the agreement, the commencement of cover after a longer period than 7 days.
4. The provision under 3 above shall not apply in the case of extension of insurance agreement duration (renewal of cover), provided that such a renewal takes place prior to the expiration of current agreement validity.

§ 4 Agreement clauses

1. Insurance agreements may be concluded on the conditions agreed upon between the parties and differing from those provided by these conditions.
2. Agreement clauses agreed upon between the parties in the way described under 1 above, should be drawn up in writing and attached, in full wording, to the agreement, otherwise being null and void.

§ 5 Conclusion of the agreement

1. Conclusion of an insurance agreement shall be confirmed by a policy or an insurance certificate (hereinafter referred to as certificate).
2. Policy or certificate must contain at least name and surname of the Insured and Policyholder, duration of the insurance, insurance variant and amount of premium.

§ 6 Method of insurance premium determination and payment

1. Insurance premium shall be determined on the basis of tariffs which are binding on the date of agreement conclusion. The amount of the insurance payment shall depend on insurance variant and duration of cover.
2. The premium shall be paid in the form of one-time payment, in total, by the time of agreement conclusion at the latest.
3. Withdrawal from insurance agreement shall not deprive Europejskie of its right to demand payment for the period during which Europejskie provided the cover.

§ 7 Insurance period and duration of insurance agreement

1. Insurance period shall be specified in the insurance agreement (on policy or certificate).
2. Liability of Europejskie shall begin on the date specified in the insurance agreement as the commencement date of insurance period, provided that the premium has been paid, with reservations stipulated under § 3 item 3 hereof.
3. Liability of Europejskie shall be ended on expiration of the insurance period, unless the insurance relation has elapsed prior to this date.

§ 8 General duties of the Policyholder

1. Policyholder shall be obliged to notify Europejskie about any circumstances known to him or her, which were asked for by Europejskie in the offer form or in other correspondence dated prior to the date of agreement. If the agreement is concluded by the Policyholder through his or her representative, this duty is also binding on such a representative and covers, besides, the circumstances known to such a person. In the case the agreement has been concluded by Europejskie in spite of the lack of response to particular questions, the omitted circumstances shall be considered to be insignificant.
2. During the insurance period the Policyholder shall be obliged to promptly report to Europejskie any changes in the circumstances which can influence the probability of an insurance event and which were asked for in writing before the agreement was concluded.
3. In the case of insurance agreement having been concluded for the account of any third party, the duties described above shall be binding on both Policyholder and the Insured, unless the Insured has not been informed about agreement conclusion for his account.
4. Europejskie shall not bear any liability for the consequences brought by the circumstances which, with prejudice to the preceding paragraphs, have not been given to its knowledge. If the preceding paragraphs have been breached willfully, then, in case of doubt, it shall be assumed that the event covered and the consequences thereof result out of the circumstances mentioned in the preceding sentence.

§ 9 The Insured's duties in the case of loss occurrence

1. The Insured shall be obliged to notify Europejskie about the loss, promptly, not later than three days from loss occurrence or the date of getting the knowledge thereof. In the case of breach of this duty, willfully or by gross negligence, Europejskie shall be entitled to appropriately reduce the indemnity, if such a breach contributed to the increase of loss or made it impossible for Europejskie to determine the circumstances or consequences of the loss. Consequences of such a breach shall not apply, if Europejskie received the message about such circumstances within the time limit specified in the agreement.
2. Moreover, the Insured shall be obliged:
 - a. to use any available means in order to diminish the loss and to give up any actions leading to its enhancement,
 - b. to enable Europejskie to perform the procedure aimed at determining the circumstances of loss occurrence, fairness and amount of claim, to deliver original documentation, to provide assistance and explanations and, if necessary, to release doctors from professional secrecy,
 - c. to obey the recommendations of Europejskie, to provide necessary information and necessary powers,
 - d. to notify Europejskie if he or she has another policy covering the same risks as this agreement and purchased at another insurer's, indicating the name of the insurer and the sum insured.

If it has been failed to observe any of the duties described above, it can be the reason to refuse the payment of indemnity or a part thereof, depending on the extent to which it affected the determining of the reason of the event, liability for the loss or the amount of indemnity.

3. In case of an accident the Policyholder shall be obliged to use any available means aimed at saving the subject of insurance and to avoid the loss or to diminish its scale.
4. If the Policyholder, willfully or by gross negligence, failed to use the means defined under 3 above, Europejskie is free of any liability for the losses caused by this reason.
5. Europejskie shall be obliged, within the sum insured, to reimburse the costs resulting from the use of the means mentioned under 3 above, provided such means were reasonable, even if they proved ineffective. .

§ 10 Withdrawal from insurance agreement

1. If the insurance agreement has been concluded for the period exceeding 6 months, the Policyholder shall be entitled to withdraw from the agreement within 30 days and, in case Policyholder is a legal entity, within 7 days from agreement conclusion.
2. Policyholder shall be entitled for his or her premium for unused insurance period to be returned.

§ 11 Definitions

According to these General Insurance Conditions:

- a. **chronic disease** shall be understood as a sickness of slow development and long time duration, undergoing a permanent or periodic therapy, during which there appear remission or intensification (acuition) periods, diagnosed prior to insurance agreement conclusion,
- b. **foreign visitor** shall be understood as a person bearing the citizenship of another country than the Republic of Poland and the Polish citizen residing permanently outside Poland,
- c. **tempestuous rain** shall be understood as a rainfall of capacity index at least 4,
- d. **hail** shall be understood as a precipitation consisting of ice lumps,
- e. **storm** shall be understood as the action of the wind of the speed exceeding 24 m/s causing massive losses; individual losses shall be considered as those caused by a storm, if the consequences of the storm have been found in the neighborhood,
- f. **burglary** – shall be understood as a seizure of property or attempt thereof from any premises upon removal of locks by means of physical force or by means of a forged key or a master-key or by means of the genuine key into possession of which the perpetrator entered in the consequence of breaking into another premises or a robbery,
- g. **country of residence** – shall be understood as the country where the Insured has the status of permanent resident or where the Insured is covered by social insurance,
- h. **sudden disease** – shall be understood as morbid symptoms occurring suddenly and requiring immediate medical aid,
- i. **Insured's next of kin** – shall be understood as:
 - parents, spouse, children, also those adopted, concubinage partner, grand-parents, brother or sister, parents-in-law,
 - persons who looked after Insured's children or other Insured's family member who require care, during the Insured's travel,
- j. **personal accident** shall be understood as a sudden event caused by external circumstances, in the consequence of which the Insured suffered an injury, health disorder or died,
- k. **accompanying person** shall be understood as the person traveling along with the Insured and indicated by him or her to accompany the Insured during the therapy or transport,
- l. **third party** shall be understood as a person remaining outside of the insurance relation
- m. **beneficiary** shall be understood as a person or persons who are authorized by the Insured, in writing, to receive the benefit granted in the case of the Insured's death,
- n. **person called to accompany** shall be understood as a next of kin or another person indicated by the Insured who, in the case of no accompanying person has been indicated, will come in order to accompany the Insured during his or her therapy or transport,
- o. **flood** shall be understood as the inundation of the land in the consequence of raising the level of water in the beds of flowing or standing waters,
- p. **physical labour** shall be understood as any physical activities which are usually paid for,
- q. **robbery** shall be understood as the seizure of any property in order to enter into its possession, using physical constraint or threat of its use or driving the Insured unconscious or vulnerable,
- r. **extreme sports** shall be understood as sport disciplines, the practising of which requires special skills, braveness and acting under the circumstances of a high risk, sometimes accompanied by life threat, especially such sports as bungee, speleology, airborne sports, mountain cycling, motocross, motor racing,
- s. **high risk sports** shall be understood as diving with air apparatus, sports practised in mountain rivers, rock and mountain climbing, any kind of defense art., hunting, horse riding, water skiing, sports in which vehicles going on snow or ice are used, paragliding, parachuting, water scooters, skiing,
- t. **earthquake** shall be understood as a natural short and violent shake (or a series of shakes) of the land, occurring under the ground and radiating in the form of seismic waves from epicenter situated on the surface, where the shakes are strongest, whereby the intensity of the earthquake shall be measured on the magnitude scale (Richter scale),
- u. **Insured** shall be understood as any foreign visitor indicated in the policy or certificate, for the benefit of whom insurance agreement has been concluded,
- v. **aircraft crash** shall be understood as a catastrophe or emergency landing of an aircraft, a glider or another flying object, as well as the fall of their load or parts,

- w. **practising record-seeking sports** shall be understood as practising sports within sport sections or clubs as well as practising sports for earning money,
- x. **loss event** shall be understood as a future and uncertain event, independent on the Insured's will, the materialization of which causes detriment to personal goods or to property or an increase of material needs on the side of the Insured.

§ 12 Determination of loss amount and payment of indemnities or benefits

1. Europejskie shall pay an indemnity or benefit on the grounds of recognition of the claim submitted by the person authorized in view of insurance agreement as a result of loss adjustment procedure, on the grounds of the concluded concordance or court judgment.
2. Europejskie shall effect the payment of indemnity or benefit within 30 days from the date the loss was reported, after the circumstances of the loss, claim fairness and the amount of indemnity have been determined.
3. If it is impossible for insurer to determine the circumstances required for insurer's liability to be established or the amount of indemnity to be paid, then the benefit should be settled within 14 days from the day on which it was possible to determine, with proper care, such circumstances. However, the undisputable part of indemnity shall be paid within the time foreseen under 2 above.
4. Indemnity (benefit) shall be paid in Polish currency, except the costs to be reimbursed directly to invoice issuers abroad.
5. If the claim amount has been defined on the basis of invoices issued in a foreign currency and the indemnity is to be paid in Polish currency, then it should be converted into the Polish currency subject to the NBP average exchange rate of currencies being in force on the date of indemnity determination (date of indemnity payment).
6. Reimbursement of the costs incurred and constituting the subject of the claim, including medical costs, costs of transport and repatriation, shall follow exclusively, on presentation of original invoices.

§ 13 Procedure In the case of the lack of acceptance for the decision of Europejskie.

1. If the person authorized to submit a claim does not agree with the arguments of Europejskie regarding the refusal of the claim to be satisfied and the amount of indemnity or benefit to be paid, he or she shall be entitled to submit an application to Europejskie to reconsider the claim, within 30 days from the date such decision has been received.
2. Europejskie may act without any appointed attorney.

§ 14 Insurance recourse

1. On the date of benefit payment Europejskie shall take over, by virtue of the law, any claims (recourse) against a third party responsible for the loss up to the amount of the benefit paid.
2. Europejskie shall not take over any claim mentioned under 1 above against the persons with whom the Insured remains in the common household or for whom the Insured bears responsibility.
3. Policyholder shall be obliged to secure the possibility for insurer to sue the claims towards the persons responsible for the loss, especially to provide the Insurer with any information or documents necessary to sue for the claim.
4. If the Insured, without consent of Europejskie, has waived a claim against a third party responsible for the loss or limited such a claim, then Europejskie may refuse the payment of the benefit, reduce it, or to demand the indemnity, already paid, to be returned
5. The rules resulting out of the above paragraphs shall be relevant in the case of conclusion of the agreement for account of a third party.

§ 15 Form of notification

1. Any notifications transmitted to Europejskie shall be submitted In writing, against a receipt, or sent by recommended Lester.
2. Policyholder shall be obliged to inform Europejskie about any change of his or her residence or address.
3. If the Insured has changed his or her address or seat and has not notified Europejskie about this fact, then any message sent to the last address known to the insurer shall have the legal effect from the time it would have been delivered, if the Insured had not changed his or her address.

§ 16 Proposals and complaints

Any proposals and complaints shall be considered promptly by Europejskie or by its authorized employee, after such proposals or complaints hale been sent to the address of Europejskie headquarters.

§ 17 Competent court and the proper law

1. Any disputes resulting from this insurance agreement can be solved by courts of justice according to their general competence or by a court of justice competent for the address of residence or seat of Policyholder Insured or Beneficiary in view of insurance agreement.
2. The parties of insurance agreement can put any disputes resulting therefrom to be settled in the way of amicable arbitration.
3. Polish law shall apply to the insurance agreements concluded on the basis hereof.

§ 18 General exclusions of Europejskie liability

1. Europejskie shall be free of any liability, if the Insured caused the loss willfully; In the case of Gross negligence no indemnity shall be paid, unless the payment of indemnity conforms to fairness reasons under the given circumstances.
2. The rules defined under 1 above shall apply relevantly in the case of the agreement for the account of a third party.
3. The losses shall be excluded from cover which have been caused in the consequence of:
 - a. strikes, internal commotions, war, acts of terrorism,
 - b. intoxication by alcohol, drugs or other narcotic substances,
 - c. attempt of committing suicide or a crime by the Insured,
 - d. accident caused under the influence of alcohol or driving a vehicle without the license required,
 - e. practicing extreme sports,
 - f. practising record-seeking sports,
 - g. nuclear energy,
 - h. traveling by aircrafts (excluding the flights as a passenger, unless the flight was performed In accordance with legal regulations In force),
 - i. mental disturbances,
 - j. performing physical work,
 - k. practising high-risk sports, with reservation of §19.
4. Europejskie shall not bear any liability for loss events which occurred on territory of the Insured's country of residence.

§ 19 Extension of insurance scope

Without prejudice to any other provisions of these General Insurance Conditions, the parties hetero shall be entitled to extend the scope of cover by the losses occurring In the consequence of practising high-risk sports, provided that the additional premium has been paid

A Assistance cover

§ 20 Subject of cover

Europejskie, through its Emergency Centre, shall, at the request, provide any information, before and after the travel has been begun, about the possibilities to receive medical care and, provided that there exists Europejskie's liability within a medical cost cover, the Emergency Centre shall immediately render the „assistance” in the scope defined under the following cases described under §§ 21-26 below.

BASIC cover variant:

BASIC assistance insurance variant shall cover the benefits mentioned under §§ 21-26 below, during the stay of a foreign visitor on territory of the Republic of Poland.

§ 21 Disease/accident

1. Hospitalization.
If the Insured is hospitalized, Europejskie shall cover the following benefits:
 - a. Medical care
The doctor working for Europejskie and the doctor providing medical care shall be contacted as well as the Insured's family doctor and in this way the transfer of information among these doctors shall be ensured. At the Insured's request his or her next of kin shall be informed about the occurrence of the event.
 - b. Medical cost cover guarantee/Settlement
Cost cover guarantee shall be granted to the hospital amounting to maximum the sum insured. On behalf and on application of the person insured Europejskie shall take over any settlements of accounts as the entity responsible for hospitalization costs.
2. Patient's transport
If it is justified from medical point of view, Europejskie shall provide the transport to another medical care unit abroad, return transport to the country of the Insured's residence or to the medical care unit situated at the nearest distance from the Insured's place of residence. Transport of the Insured shall be carried out by a mean of transport relevant to his or her health condition (including e.g. airborne ambulance).

§ 22 Death

If the Insured died during his or her travel, Europejskie shall organize, at the request of the next of kin, the burial on territory of the Republic of Poland or transport of corpse to the country of the Insured's residence.

§ 23 Return transport of the children

If the children aged under 16 who participate in the travel, cannot remain under the Insured's custody because of his or her death, personal accident or a sudden disease, Europejskie shall organize and pay the costs of their return journey to the place of residence. Europejskie shall cover the costs of return transport of the Insured's children, provided that it cannot be done by the use of the mean of transport planned earlier. In the case the return by the use of the mean of transport planned earlier is connected with additional expenses, then Europejskie shall pay only the additional costs of return transport (e.g. the cost of the change in flight booking).

§ 24 Transport and accommodation costs for the person called to accompany

If the Insured stays at the hospital outside of his or her country of residence for a period exceeding 7 days, Europejskie shall organize the journey for the closest relative of the Insured or for another person indicated by him or her, to the place of the Insured's stay and back to the place of residence. Europejskie shall cover travel and accommodation costs up to the amount not exceeding 2000 euro.

§ 25 Delivery of medicines

Europejskie shall provide the Insured, at his or her request, any necessary medicines or the medicines which are to substitute the original ones, which have been lost during the travel outside the country of residence. The Insured shall be obliged to reimburse the cost of purchase of such medicines within 10 days from the date when the travel is over. The cover exists regardless of Europejskie's liability within the cover of medical costs.

COMPLEX cover variant:

COMPLEX assistance cover variant shall comprise any benefits mentioned under §§ 21-25 above, and, additionally, the benefits mentioned under § 26 below, during the stay of foreign visitor on territory of the Republic of Poland and on territory of any EU country.

§ 26 Additionally Europejskie shall provide the aid in the following cases:

1. Loss of cash, travel documents and baggage
 - a. In case the Insured has lost cash in the consequence of a theft or robbery, Europejskie shall provide assistance in contacting the bank keeping his or her account and, if necessary, shall assist w transferring the amount given by the bank. If it is impossible to contact the bank within 24 hours, Europejskie shall grant reimbursable financial aid to the Insured amounting up to 500 euro. The Insured shall be obliged to return the borrowed amount to Europejskie within one month from the date the travel is over,
 - b. In the case of theft or loss of credit cards during the travel belonging to the Insured, Europejskie shall provide the aid to block is or her personal account by giving proper information to the bank. However, Europejskie shall not bear any responsibility for the correctness of blockade procedure or for any losses related thereto,
 - c. Europejskie shall provide aid to the Insured regarding the issuance of new travel documents by giving any necessary information on the procedures required,
 - d. If baggage insurance agreement has been concluded with Europejskie, then, in the case of the loss of baggage by the Insured, Europejskie shall provide the aid and take any measures aimed at finding the baggage.
2. Driver's substitution
Europejskie shall cover the costs of a professional driver or any other person having a driving license, who will bring the Insured, by his or her car, to the country of residence, in the case the Insured's health, in the consequence of a sudden disease or an accident covered by personal accident insurance, health condition of the Insured, confirmed by the doctor who leads the treatment, does not allow the Insured to drive him- or herself and the person accompanying te Insured has no driving license. Europejskie shall cover the cost of hiring a driver amounting up to 500 euro. In the case driver's substitution costs are covered by Europejskie, no costs will be reimbursed related to repatriation of the Insured to the country of residence.
3. Legal aid:

In the case the Insured has infringed the law of the place of his or her stay, Europejskie shall provide the aid with regard to hiring a lawyer and interpreter. Europejskie shall cover the judicial and legal costs as well as the costs of interpreter amounting up to 2500 euro.

4. Rescue costs
Europejskie shall cover the costs of any rescue and search action carried out by special rescue services in the situation when the Insured has suffered an accident or a sudden disease covered by medical cost insurance. The upper limit of Europejskie's liability amounts to 5 000 euro.

§ 27 Procedure in case of loss occurrence.

When a loss occurs the Insured shall be obliged to inform Emergency Centre about that fact, promptly.

B Medical cost and transport insurance

§ 28 Subject of cover

1. In the case the foreign visitor covered suffers a personal accident or a sudden disease, Europejskie shall cover the medical costs and transport costs or, in the case of the Insured's death, the costs of corpse transport to the country of permanent residence:
 - in BASIC variant – on territory of the Republic of Poland,
 - in COMPLEX variant – on territory of the Republic of Poland and on territory of other EU countries.

§ 29 Medical costs

The following costs shall be borne by Europejskie within insurance cover:

1. Therapy which is necessary and recommended by doctors. Especially the costs of hospitalization (including surgical operations), out-patient's treatment costs up to the amount of 1500 euro, medicines and bandages.
2. Costs of premature delivery which occurred not later than in the 32nd week of pregnancy. Within the sum insured Europejskie shall bear the costs of medical care, medicines, hospitalization, including the costs of newborn's medical care amounting up to 1500 euro.
3. Dental treatment up to the amount of 100 euro, only in case of acute pain.

§ 30 Transport and repatriation

Moreover, Europejskie shall also cover the following costs within its liability in view of medical cost insurance:

- a. transport from the place of accident to the nearest health service unit,
- b. transport to other health service unit in the case it is required by health condition of the Insured,
- c. return transport to the country of residence to the place of residence, if this is required by the Insured's health condition and the return journey by the planned mean of transport is impossible,
- d. if the Insured's return journey is impossible because of medical counter-indications before expiration of the insurance, Europejskie shall bear the medical costs up to the day, on which the Insured's health condition allows him or her to be transported, not longer however than 90 days from loss occurrence and up to the amount of the sum insured,
- e. costs related to the burial abroad or to the transport of corpse to the country of residence (place of burial) up to the amount of 2500 euro.

§ 31 Loss reporting – Insured's duties.

1. The insured's duties cover the following:
 - a. to release the doctors who treated the Insured before the accident occurrence, from the obligation of professional secrecy and to allow the access to the medical documentation of therapies,
 - b. to release public and non-public health care units from the obligation of professional secrecy,
 - c. to submit loss report form, properly filled-in, including original invoices evidencing the costs borne and the documents with medical diagnoses and other documents explaining the scope of the medical aid,
 - d. in the case of the Insured's death, the beneficiary shall be obliged to deliver a copy of death certificate, the document confirming the relationship and the document confirming the cause of death.

§ 32 Sum insured

Pursuant hereto:

1. Sum insured for one and all events during insurance period amounts to:
 - in BASIC variant – 15 000 euro,
 - in COMPLEX variant – 50 000 euro.
2. Europejskie shall bear its maximum liability up to the sum insured, taking the limits mentioned under § 29 into account.

§ 33 Exclusions of liability

1. The following costs shall be excluded from cover:

- a. costs of therapy which was the aim of the travel,
- b. costs of therapy about which the Insured knew prior to the travel, that it would have to be continued (e.g. dialysis) in spite of being carried out as planned,
- c. dental treatment not related to the need of immediate medical aid,
- d. repair and purchase of artificial limbs or glasses,
- e. abortion, unless carried out in order to rescue life or health,
- f. treatment of mental disturbances,
- g. those connected with complications which occurred after the 32nd week of pregnancy,
- h. those connected with delivery which occurred after the 32nd week of pregnancy,
- i. plastic and cosmetic surgery,
- j. medical treatment in the case the Insured refused to return to his or her country of residence whereby his or her health condition allowed to return to the country of residence,
- k. connected with the treatment of the consequences of chronic diseases which had been treated during 12 months before the insurance was concluded.

C Baggage insurance

§ 34 Subject of cover

1. For an additional premium Europejskie shall cover the losses occurring in the travel baggage of the foreign visitor covered:
 - a. in BASIC variant – on territory of the Republic of Poland,
 - b. in COMPLEX variant – on territory of the Republic of Poland and on territory of other EU countries.
2. Subject of cover is the baggage of the Insured, which is considered to comprise the things necessary during the journey as well as gifts and souvenirs.

§ 35 Scope of cover

1. Scope of insurance covers hand baggage being under direct care of the Insured as well as the entrusted baggage not being under direct care of the Insured.
2. Hand baggage being under direct care of the Insured
Europejskie shall indemnify the losses to hand baggage which have occurred in the consequence of:
 - a. robbery,
 - b. accident of a vehicle (e.g. accidents of means of transport),
 - c. fire and elementary risks (elementary risks are: storm, flood, lightening, aircraft crash, hail, heavy rain, inundation and earthquake),
 - d. sudden disease or personal accident, in the consequence of which the Insured lost control over his or her baggage.
3. Entrusted baggage not being under direct control of the Insured
 - a. Europejskie shall cover the lost or damaged baggage which had been entrusted to the professional forwarder for transport,
 - b. Europejskie shall cover the lost or damaged baggage which has been left in a locked room at the place of accommodation of the Insured as well as that given to left-luggage office against the receipt, provided that such baggage has been lost or damaged in the consequence of a burglary,
 - c. Europejskie shall cover the baggage in a locked automotive vehicle ; the baggage left in the vehicle shall be covered provided it has been left in the boot and not visible from outside and the boot is not made from a soft material (e.g. textile) and was locked.

§ 36 Exclusions of liability

1. Photography equipment, audio-video sets including accessories thereof, jewelery constituting the Insured's hand baggage, shall be covered only when they are under direct care of the Insured and up to one third of the sum insured.
2. Insurance shall cover the Insured's baggage situated in a parked vehicle only between 06:00 to 22:00 o'clock. However, the breaks in the travel lasting not more than 2 hours shall always be covered.
3. Any documents, money, silver, gold, platinum in the form of scratch or bars, bonds, credit cards and tickets shall be excluded from cover.
4. Pieces of art, collections of art, antiquities shall be excluded from cover.
5. Any vehicle accessories and any objects constituting the equipment of camping trailers shall be excluded from cover.
6. Any loss or damage of an object covered related to its use shall be excluded from cover.
7. Any software and data on any kind of carriers shall be excluded from cover.
8. The losses shall be excluded from cover which occurred in the electric apparatus or devices because of their defects or the action of electric current, unless the action of electricity caused fire.
9. The losses shall be excluded from cover which lie exclusively in a damage or destruction of baggage containers (suitcases, trunks, etc.).
10. Any mobile phones and any types of portable computers (notebooks) shall be excluded from cover.

§ 37 Amount of indemnity

1. In the case of loss occurrence, Europejskie shall pay indemnity amounting up to the sum insured:
 - a. in the case of total loss of baggage, Europejskie shall pay indemnity in amount of its real value,
 - b. in the case of baggage contents damage, Europejskie shall pay indemnity in amount of repair costs or, if the costs exceed the amount of the loss of value, Europejskie shall pay indemnity equal to the loss of their value, not more however than the real value of the object,
 - c. in the case of films, image sound and data carriers Europejskie shall pay indemnity amounting to the value of the material.
2. Real value shall be considered the amount for which the object of the same standard and quality can be purchased, decreased by the amortization of the lost object (wear, year of production).
3. The indemnity due shall be decreased by a deductible of 50 euro for each loss. The deductible shall be considered the amount by which the indemnity paid by Europejskie shall be decreased.

§ 38 Procedure in the case of loss occurrence

1. The Insured shall be obliged to promptly notify the nearest police station about any losses being the consequence of a crime, presenting the list of lost or damaged objects and to obtain the confirmation, in writing, of the report. Moreover, the Insured shall be obliged to submit the above confirmation to Europejskie.
2. Any losses which have occurred to the baggage entrusted to be transported or kept, shall promptly be reported to relevant forwarder or left luggage office or administration whereby such a report shall be confirmed in writing. Moreover, the Insured shall be obliged to submit such a confirmation to Europejskie. In the case any hidden damages have been found which occurred at the time when the baggage was entrusted to the forwarder, the forwarder should be required, with observance of the time for submitting complaints, to carry out an inspection and to confirm this fact in writing, 7 days from date of finding the loss, at the latest.
3. The Insured shall be obliged to submit the loss report form which has been filled in properly.
4. If it has been failed to observe any of the duties mentioned under 1-3 above, it can be the basis to refuse the payment of indemnity or a part thereof, depending on the extent to which such a failure affected the procedure aimed at finding the reason of the loss, establishing liability for the loss or determining the amount of indemnity.

§ 39 Sum insured

1. Sum insured for one and all events during insurance period shall amount:
 - for BASIC variant – 250 euro,
 - for COMPLEX variant – 500 euro.
2. Europejskie shall bear maximum liability up to the amount of the sum insured.

D Personal accident insurance

§ 40 Insurance subject

1. The subject of cover are the consequences of personal accidents suffered by a foreign visitor covered:
 - in BASIC variant – on territory of the Republic of Poland,
 - in COMPLEX variant – on territory of the Republic of Poland and on territory of other EU countries.

§ 41 Exclusions of liability

1. The following shall be excluded from the scope of cover:
 - a. any losses which occurred as a result of the loss of consciousness, apoplexy, spasmodic attacks, sicknesses of nervous system, spinal disk damage, heart infarctions, alimentary intoxications,
 - b. death or health detriment being the consequence of a therapy or operations, unless such a therapy or operations were the consequence of a personal accident covered,
 - c. infections, unless the Insured has been infected with pathogenic germs in the consequence of wounds suffered during a personal accident covered,
 - d. consequences of chronic diseases.

§ 42 The Insured's death

If the Insured who suffered a personal accident, died within one year from the date of accident, Europejskie shall pay the benefit amounting to 50% of the sum insured, as specified in the insurance agreement, to beneficiaries in the understanding of § 44 item 5 and 7. If the Insured received the benefit because of health detriment in the consequence of a personal accident covered before, then the death benefit shall be paid only in the case it is higher than the one paid to the Insured earlier, deducting the amount paid before.

§ 43 Trwałe inwalidztwo osoby ubezpieczonej

1. In the case of a permanent disability suffered by the Insured in the consequence of a personal accident, Europejskie shall pay the benefit being the equivalent of the percentage of sum insured relevant to the percentage of permanent disability.
2. The benefit amount depends on the grade of permanent health detriment, as defined in the fixed benefit table presented below.

FIXED BENEFIT TABLE	
Type of health detriment	Percentage of sum insured (applied to BASIC and COMPLEX variant)
Loss of one hand within arm section	65%
Loss of both upper extremities within arm section	90%
Loss of thumb	15%
Loss of forefinger	10%
Loss of other finger	5%
Loss of one lower extremity	55%
Loss of both lower extremities	90%
Loss of one foot	30%
Loss of both feet	70%
Total loss of vision	100%
Total loss of vision in one eye	30%
Total loss of hearing	60%
Total loss of hearing in one ear	15%
Bone fracture	3%

3. If more than one physical or mental function have been disabled, then the grades of disability shall be summed up. However, the value of permanent health detriment cannot exceed 100% of disability.
4. If the death in the consequence of the accident occurs within 24 months from the date of accident and before the disability benefit has been determined, then no benefit for permanent health detriment shall be paid.
5. In the case of the Insured's death within 24 months from the date of accident, not being its consequence or in the case of death later than 24 months from the date of accident, regardless of its cause, prior to establishing or receiving health detriment benefit by the Insured, the benefit shall be paid to the authorized person in amount specified in fixed benefit table.

§ 44 Payment of benefits in case of permanent disability

1. The grade of permanent health detriment shall be established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest.
2. The grade of permanent health detriment shall be established on the basis of medical documentation provided by the Insured to the doctors appointed by Europejskie.
3. Europejskie shall pay the due benefit within 14 days from the date of claim acceptance.
4. In the case the Insured died before receiving any benefit related to health detriment in the consequence of a personal accident covered, whereby his or her death was not related to the consequences of the accident, the due benefit shall be paid to the authorized person (beneficiary) in the amount as specified in fixed benefit table.
5. The benefit related to the Insured's death shall be paid to beneficiary appointed by the Insured. Death benefit shall be paid on presentation of death certificate and other documents confirming the circumstances and the cause of the Insured's death, to be submitted by beneficiary.
6. No benefit shall be paid to the beneficiary who willfully caused the Insured's death.
7. If no beneficiary was appointed at the time of the Insured's death, then the benefit shall be paid to his or her family members in the following order:
 - a. spouse,
 - b. children,
 - c. parents,
 - d. other statutory heirs.

§ 45 Sum insured

1. Sum insured for one and all events during insurance period shall amount to:

- for BASIC variant – 3000 euro,
- for COMPLEX variant – 6000 euro.

2. Europejskie shall bear maximum liability up to the amount of the sum insured.

E Third party liability insurance

§ 46 Subject of cover

1. For an additional premium Europejskie shall cover the losses occurring in the travel baggage of the foreign visitor covered:
 - in BASIC variant – on territory of the Republic of Poland,
 - in COMPLEX variant – on territory of the Republic of Poland and on territory of other EU countries.
2. Subject of cover is the civil liability of the Insured in private life for causing death, injuries or health disorder (personal losses) or for damage or destruction of property (material losses) done to third parties, for compensating of which the Insured is obliged in view of the regulations of Polish law.

§ 47 Scope of cover

1. Within its liability Europejskie shall be obliged to verify the fairness of the claim and to pay due indemnities on behalf of the Insured or to reject unjustified claims.
2. Any indemnity shall be paid exclusively upon previous approval of the claim fairness by Europejskie or on the basis of a legally valid judicial judgment.
3. In the case of a legal dispute concerning the determination of the Insured's liability, Europejskie shall take, at its expense, necessary legal measures, acting on behalf of the Insured.
4. Europejskie shall pay the costs of a solicitor appointed or accepted by it, who will represent the Insured in a penal proceedings pending against him or her, in the consequence of which the Insured can bear civil liability for his or her actions.
5. Europejskie shall be responsible for any costs resulting out of the lack of the Insured's consent for Europejskie to conclude a composition with the sufferer or to satisfy his or her claims.
6. Sum insured shall constitute the upper limit of liability of Europejskie for any events covered, which are to occur during insurance period.

§ 48 Limits of cover

1. Europejskie shall not bear any responsibility for the losses which occurred in the consequence of the Insured's willful action or gross negligence.
2. Moreover, the scope of cover does not include the following losses:
 - a. done by the Insured to his or her closest relatives participating in the travel,
 - b. occurring as a result of infecting another person by the Insured,
 - c. occurring and caused in relation to the performance of occupational activities,
 - d. done by animals owned by the Insured,
 - e. occurring and caused in relation to the ownership, use or driving automotive vehicles, aircrafts or water-ships,
 - f. occurring during hunting events,
 - g. those in movables used by the Insured on the basis of rent, leasing or other agreement connected with a fee,
 - h. those in money, documents, plans, archive collections, stamp and coin collections, pieces of art,
 - i. those the Insured is responsible for by virtue of contractual acceptance of third party's liability or extension of the scope of the own civil liability resulting out of legal regulations.
3. In respect of material losses the Insured's deductible amounts to 200 euro for each loss. Deductible shall be considered as the amount by which the indemnity paid by insurer shall be decreased.

§ 49 Obowiązki i postępowanie w razie zajęcia wypadku ubezpieczeniowego.

1. If an investigation has been commenced, a complaint against the Insured submitted or call for payment issued, he or she shall be obliged to inform Europejskie about that fact promptly, also in the situation when the insurance event had been reported earlier. If the sufferer submits a claim against the Insured, then the Insured shall be obliged to notify Europejskie about it within 7 days from the date the submission of complaint was known to him or her.

2. The Insured shall be obliged to enable Europejskie to carry on the actions necessary for the circumstances of loss to be determined and the fairness and amount of claim to be assessed. The Insured's duty is to co-operate with Europejskie in respect of explaining the circumstances of loss occurrence. Moreover, the Insured shall be obliged to provide Europejskie with exhausting and accurate reports and loss descriptions. The Insured shall also be obliged to provide Europejskie, immediately upon receiving, any summons, complaint, any non-judicial deeds and judicial documents concerning the insurance event.
3. If any investigation or judicial proceedings has been commenced against the Insured, he or she shall be obliged to grant any powers to the attorney appointed or indicated by Europejskie related to the representation of the Insured's interests. In the case any calls for payment or any other warrant are received from administration authorities, the Insured shall be obliged to bring objection without waiting for instructions from Europejskie.
4. The Insured shall not be entitled to confirm his or her liability or to accept any composition without consent of Europejskie. Any actions taken by the Insured aimed at satisfying the sufferer and, especially, recognition of his or her claims or conclusion of composition without consent of Europejskie expressed in writing, shall be of no effect towards Europejskie.
5. Satisfying or recognizing the sufferer's claim by the Insured without the written consent of Europejskie shall not influence the liability of Europejskie.
6. Europejskie shall be entitled to express explanations on behalf of the Insured which are necessary to mitigate or to defend the claims which have been brought.
7. In the case the Insured is given the opportunity to diminish or to eliminate the indemnity to be paid, as a result of change in the circumstances or change in legal regulations, then the Insured shall be obliged to make use of such an opportunity or right and to take any measures, through Europejskie, aimed thereat.
8. If any of the duties mentioned under 1-7 above has not been fulfilled, it may constitute the basis of refusal to pay the indemnity or a part thereof, depending on the extent to which such non-fulfillment of the duties has affected the determination of the reason of loss or liability for the loss.
9. Moreover, the Insured shall be obliged to take any possible measures in order to diminish the loss and to give up any actions leading to its enhancement; if it is failed to fulfill this duty as a result of gross negligence or willfully, the indemnity shall not be paid.

§ 50 Sum insured

1. Sum insured for one and all events during insurance period shall amount to 50 000 euro, with reservation of 2 below.
2. In the case of material losses the sum insured for one and all events during insurance period shall amount to 25 000 euro.
3. Europejskie shall bear liability up to the sum insured.

These Insurance Conditions have been accepted by virtue of the Resolution of the Board No. 01/GIC/2007 dated July 20th 2007 and shall apply to the contracts concluded from August 10th 2007 on.

Signatures of the Board



Board President
Wolfgang Diels



Board Member
Richard Bader