

General Terms and Conditions of Travel Insurance provided by Europäische Reiseversicherung AG Branch in Poland (2010)

No. 10.10.005 (0310)

The paragraphs 1-20 shall apply to all kinds of travel insurance provided by Europäische Reiseversicherung AG Branch in Poland (hereinafter referred to as Europejskie), concluded on the basis of these General Insurance Terms and Conditions. The subject and scope of cover have been defined properly under the sections A – G.

- A – Cancellation and curtailment insurance**
- B – Assistance insurance**
- C – Medical treatment and transport**
- D – Travel baggage insurance**
- E – Personal accident insurance**
- F – Personal liability insurance**
- G – SKI package and SPORT package**
 - I. Rehabilitation costs**
 - II. The cost of ski passport and equipment hire**
 - III. Costs of search and rescue action**
 - IV. Cover for ski or sport equipment**
 - V. Personal liability**

§ 1 Insurance agreement

1. Basing on these General Insurance Terms and Conditions Europejskie, concludes insurance contracts, within the scope of its enterprise, covering trip cancellation costs, curtailment costs, assistance, medical treatment, baggage, personal accidents, personal liability, with natural persons legal entities or any organizational units not being legal entities

2. The scope of cover provided within the insurance agreement mentioned under 1 above, may be extended by the following:

- a) amateur skiing insurance within high-risk sports cover or SKI package,
- b) high-risk sports cover,
- c) extreme sports cover,
- d) professional sports cover, as defined under § 11, item 44, let. a),
- e) SKI package – compulsory in respect of amateur skiing and covering the costs of search and rescue action, skiing equipment, personal liability and the costs of hiring the equipment, the cost of the unused ski-pass and/or participation in skiing lessons,
- f) SPORT package covering the costs of search and rescue action, sport equipment, personal liability, the costs of hiring sport equipment.

§ 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 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 of General Insurance Terms and Conditions and of the insurance contract in the scope of the Insured's rights and duties.

5. In the case the contract has been concluded for the benefit of a third party all the provisions hereof shall be binding upon the person for the benefit of whom the agreement has been concluded.

§ 3 Insurance agreement concluded for account of a person staying outside the Republic of Poland

1. In the case of an insurance agreement concluded for account of the Insured staying outside the Republic of Poland, the liability of Europejskie starts not earlier than 7 days beginning from the day following the date of the agreement conclusion and premium payment.

2. The above provision shall not apply in the case of insurance agreement extension (cover

renewal), provided that the renewal takes place prior to expiration of the current period of cover.

§ 4 Contractual provisions

1. Insurance agreements can be concluded on terms which differ from those hereof.

2. Any regulations agreed upon by the parties by way of 1 above are required to be made in writing and in exact wording and attached to the agreement, otherwise they are null and void.

§ 5 Conclusion of insurance agreement

1. Insurance agreement shall be concluded on application of the Insured.

2. The following types of agreements may be concluded within these General Insurance Terms and Conditions:

a) individual agreement – is concluded in the case of cover provided to a natural persons.

Conclusion of the agreement for the sake of children and school-age youth aged up to 24, is a special form of individual insurance agreement,

b) family agreement shall be concluded provided that the agreement covers not more than two adult persons who travel with not more than 4 children aged up to 18,

c) group agreement shall be applied provided that all the persons mentioned in the insurance

agreement are covered by the same scope of liability, their number being not smaller than 10.

3. Conclusion of an insurance agreement shall be certified by the policy or insurance certificate (hereinafter referred to as certificate).

4. The policy or certificate must include at least the name of Policyholder and the Insured, insurance duration, insurance variant and the amount of premium.

5. Insurance agreement with regard to cancellation costs may be concluded within 3 days from the date the conclusion of trip participation agreement, unless trip participation agreement follows in a shorter period than 30 days prior to the date of departure. In such a case the agreement of cancellation cost insurance may be concluded on the date of conclusion of trip participation agreement.

Reservation of hotel, apartment, air ticket, railway ticket, ferry ticket shall also be regarded as the conclusion of trip participation agreement, if financial sanctions are foreseen in the case of withdrawal from such reservations.

§ 6 Determination and payment of insurance premium

1. Insurance premium shall be calculated on the ground of tariffs which are valid on the date of insurance agreement conclusion. The amount of premium depends on insurance variant, scope of additional risks, territorial range, period of cover, type of agreement.

2. The premium shall be effected by one-time payment in total on the date of insurance agreement conclusion at the latest.

3. In the case of withdrawal from the insurance agreement, Europejskie shall be entitled to collect premium for the period in which Europejskie provided the cover.

§ 7 Insurance period and duration of insurance agreement

1. Insurance period shall be specified in the insurance agreement (in the policy or certificate).

2. The cover given by Europejskie begins on the date specified in the agreement as the date of trip commencement, provided the premium has been paid, without prejudice to items 4 and 5.

3. The cover given by Europejskie ends on expiration of insurance period (cover period), unless the

insurance relation has expired before.

4. In the case of the insurance of trip cancellation costs the period of cover begins on the date of insurance agreement conclusion and ends on the date the Insured leaves his or her place of residence on the date specified in the policy or certificate as the date of trip commencement.

5. In the case of annual insurance (insurance agreements concluded for the period of one year) trip cancellation cost insurance covers the period from the date of trip participation agreement up to the date of departure, in respect of every trip the commencement of which falls during the period of cover.

6. In the case of annual cover (insurance agreements concluded for the period of one year) the insurance covers any number of trips whose duration does not exceed 40 days, each time.

§ 8 General duties of Policyholder

1. Policyholder shall be obliged to notify Europejskie of all the circumstances known to him or her which were asked by Europejskie in the proposal form or in other correspondence prior to agreement conclusion. In case the Policyholder concludes the agreement through a representative, this duty refers to the representative and covers the circumstances known to such a representative. If Europejskie has concluded the insurance contract in spite of the lack of Policyholder's response to the questions asked, the omitted circumstances shall be deemed as insignificant.

2. Policyholder shall be obliged, during the period of insurance, to notify Europejskie of any changes in the circumstances which may increase the probability of an accident and which were asked for by Europejskie prior to agreement conclusion.

3. When concluding an insurance contract for account of a third party, the duties specified under preceding items shall be binding to both Policyholder and the Insured, unless the Insured has known the agreement to have been concluded for his or her account.

4. Europejskie shall bear no responsibility for the consequences of those circumstances which, in contravention of the preceding stipulations, have not been reported to Europejskie. Shall the preceding regulations be violated

as a result of a willful fault, then, in case of doubt, it shall be assumed that the accident covered and its consequences are resulting from the circumstances mentioned in the preceding sentence.

5. In the case of accident occurrence the Insured shall be obliged to take any available measures aimed at saving the subject of insurance, preventing the loss or reducing the size thereof.

6. If the Insured, by a willful action or by gross negligence, failed to make use of the measures specified under 5 above, Europejskie is free of any liability for the losses caused on that account.

7. Insurer shall be obliged to reimburse the costs related to the measures stipulated under 5 above, provided such measures have been appropriate, even if they turned out ineffective.

§ 9 Insured's duties in case of a loss

1. The Insured shall be obliged to notify Europejskie of the loss promptly, not later than within 3 days from the date of loss occurrence or the date the Insured acquired the knowledge thereof. In case of violating this duty as a result of a willful act or gross negligence, Europejskie shall be entitled to decrease the benefit appropriately, if such a violation caused an increase of the loss or made it impossible for Europejskie to determine the circumstances and consequences of the accident. There shall be no consequences of the lack of notification, if Europejskie has received, in due time, the information about accident circumstances which it should have been notified of.

2. Moreover, the Insured shall be obliged:

- a) to take any possible measures aimed at the loss to be reduced and to give up any action leading to the increase of loss size,
- b) to enable Europejskie to take measures necessary for the circumstances of the accident to be determined, justification and the amount of benefit to be established and to give assistance and explanations in this respect and, if necessary, to release the doctors from the duty to keep professional secrecy and to allow to disclose the medical documentation concerning the treatment,
- c) to follow recommendations of Europejskie, to provide necessary information and to give necessary powers,

d) to inform Europejskie about the possession of any other policies covering the risks which are covered hereby, purchased with another insurers, indicating the name of insurer and the amount of the sum insured.

3. If any of the duties mentioned under 1 and 2 above has not been fulfilled, it can be the reason to refuse the payment of indemnity, in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason or responsibility for the loss.

§ 10 Withdrawal from insurance agreement and its termination

1. If the agreement has been concluded for a period longer than 6 months, the Policyholder shall be entitled to withdraw from the insurance contract within 30 days or, in case of an entrepreneur - within 7 days from date of the conclusion of the insurance agreement. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay insurance premium for the period in which Europejskie provided the cover.

2. In the case of withdrawal Policyholder shall be entitled to demand the premium for the unused insurance period to be returned. Withdrawal from insurance agreement shall not deprive Europejskie of its right to demand premium to be paid for the period in which Europejskie was giving its cover.

3. Policyholder may cancel the agreement in any time with a 30 day notice. In the case of termination Policyholder shall be entitled to demand the premium for the unused insurance period to be returned. Termination of insurance agreement shall not deprive Europejskie of its right to demand premium to be paid for the period in which Europejskie was giving its cover.

4. The date of withdrawal or notice shall be deemed as the day when the Policyholder's declaration of withdrawal from the agreement or its termination, including the application for the return of premium for the unused period and the original policy or certificate, was received by Europejskie.

5. The amount of the premium to be returned shall be determined in proportion to the unused period of cover, on the basis of the current tariff of Europejskie.

§ 11 Definitions

In view hereof:

1. amateur skiing - shall be regarded as the recreation and sport activity not related to any financial or economic profits, covering cross-country and downhill skiing, snowboarding, in order to keep healthy and fit and practiced on the signposted cross-country and downhill routes,

2. baggage - shall be regarded as personal belongings which are customarily taken for a trip, such as garments, footwear, toiletries, bags, books, watches, glasses, tents, gifts, souvenirs, etc. owned by the Insured or remaining in his or her possession,

3. unemployed - shall be regarded as a person who remains without a job and registered as an unemployed person in view of the ruling law,

4. pre-existing conditions - shall be regarded as a sickness characterized by slow development and a long duration, requiring continual or periodic treatment, with possible periods of remission or aggravation, recognized prior to insurance agreement conclusion,

5. driving rain - shall be regarded as a rainfall with the coefficient equal to at least 4,

6. hail - shall be regarded as a precipitation in the form of pellets of ice,

7. windstorm - shall be regarded as the wind with the speed of at least 24 m/s causing mass losses; single losses shall be regarded as those caused by hurricane, provided that similar losses were also reported in the nearest neighborhood,

8. cancellation costs - shall be regarded as those foreseen in the trip participation agreement or transport agreement, borne by the Insured in relation to his or her resignation of the trip prior to its commencement,

9. curtailment costs - shall be regarded as the additional costs borne by the Insured related to the return transport in connection with the earlier return to the country of residence, unforeseen in the travel schedule, and the cost of paid but not used services resulting out of the trip participation agreement, such as accommodation, excursions, etc.,

10. burglary - shall be regarded as a seizure of property from a room after having broken the lock or opening the door by means of tools or by means of a forged key or by means of the original key into possession of which the perpetrator entered in the consequence of

breaking into another room or robbery,

11. country of residence - shall be regarded as the Republic of Poland or any country of the Insured's permanent residence and the country where the Insured is covered by social insurance,

12. ambulatory treatment - shall be regarded as providing medical care at an open health care unit, without hospitalization, which lasts not more than 24 hours,

13. residence - shall be regarded as the place of the registered permanent residence where the Insured resides or stays with the intention of a permanent residency,

14. sudden disease - shall be regarded as morbid symptoms occurring suddenly and requiring immediate medical care, such as heart infarctions and cerebral strokes, unless the Insured or his or

her relative or the trip companion suffered from cardiovascular diseases (including arterial hypertension or coronary disease) or diabetes,

15. Insured's relatives - shall be regarded as:

- parents, spouse, children, including the adopted ones,

common-law husband or wife, grand-parents, brothers or sisters, parents-in-law,

- the persons who took care of the Insured's juvenile children or the Insured's dependants during his or her trip,

16. aggravation of the pre-existing conditions - shall be regarded as a sudden aggravation of a chronic disease on passing the border of the Republic of Poland requiring an immediate medical aid, in relation to which it is necessary to undergo a therapy before the travel is over,

17. personal accident - shall be regarded as a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.

18. accompanying person - shall be regarded as a person traveling along with the Insured and appointed by the Insured to accompany him or her during the treatment or transport,

19. third party - shall be regarded as a person remaining outside of insurance relation,

20. beneficiary - shall be regarded as the person indicated by the Insured, in writing, to receive the benefit granted in the case of the Insured's death,

21. person called to accompany - shall be regarded as a relative or

any other person indicated by the Insured, who would be called to accompany the Insured during his or her treatment or transport, in the case of the lack of a trip companion,

22. SKI package - shall be regarded as a package of insurance risks related to the amateur skiing, covering an extended risk in respect of medical costs and transport, accidents as well as rehabilitation costs, the costs of rescue action, ski equipment cover, personal liability, costs of ski equipment hire, ski-passport costs,

23. SPORT package - shall be regarded as a package of insurance risks covering the costs of rescue action, costs of sport equipment cover, personal liability, cost of sport equipment hire,

24. securities - shall be regarded as cheques, bonds, promissory notes, waybills, letters of credit and other documents substituting the cash transactions,

25. travel - shall be regarded as any movement and/or sojourn outside the place of residence,

26. flood - shall be regarded as the inundation of the land in the consequence of a high level of the flowing or stagnant waters,

27. fire - shall be regarded as an uncontrolled process of burning proceeding in a place not meant for it and spreading of which is spontaneous,

28. carrier - shall be regarded as an enterprise owning any licenses and concessions required enabling the payable transport of persons by such means of transport as aircraft, train, coach, ferry, etc.,

29. robbery - shall be regarded as the act or an instance of unlawfully taking the property of another by the use of violence or intimidation or leading the Insured to the state of unconsciousness or defenselessness,

30. extreme sports - shall be regarded as the participation in the expeditions or excursions to the places characterizing with the extreme weather or natural conditions, as well as practicing the sports which require some special skills, braveness and acting under high-risk circumstances, such as air sports, bungee, speleology, ski jumping, motocross, car racing, mountain bike racing, heliskiing, heliboarding, bobsleigh,

31. air sports - shall be regarded as ballooning, aviation, motor hang-gliding, parachuting, gliding, paragliding and any versions thereof, as well as any other sports

which are related with the movement within the air space,

32. high-risk sports - shall be regarded as apparatus-assisted diving, rafting or other sports practice on mountain rivers, rock and mountain climbing, martial arts and any kind of defensive sports, hunting, horse-back riding, quad driving, water-skiing and water scooter riding, kitesurfing, downhill skiing, including amateur skiing, sports using the vehicle for moving on the snow or ice,

33. ski equipment - shall be regarded as downhill or cross-country skis including bindings, sticks and snowboarding boots,

34. sport equipment - shall be regarded as accessories which are necessary for practicing high-risk sports, extreme sports and professional sports,

35. strike - shall be regarded as the collective voluntary cessation of work by the employees for a certain period of time in one or more plants, institutions, to express the protest of e.g. political, economic nature or to call for changes,

36. public means of transport - shall be regarded as any vehicles licensed for the public transport of persons by air, land or waterways; the vehicles or vessels serving for tourist trips on land or water ways, as well as the rented cars and taxis shall not be regarded as the public means of transport,

37. terrorism - shall be regarded as illegal actions of mass or group character motivated by ideological or political reasons, against persons or objects aimed at causing the chaos, intimidation of people and disorganization of public life by the use of violence and led against the society in order to intimidate it for some political or social goals to be reached,

38. earthquake - shall be regarded as a natural, short and violent tremor (or a series of tremors) of the land, occurring under the ground and spreading in the form of earthquake waves from the centre (epicentre) situated on the surface where the tremors are the strongest; the magnitude scale is used for determining the intensity of earthquake (Richter scale),

39. the Insured - shall be regarded as the person specified on the policy or certificate, for the sake of whom the insurance agreement has been concluded,

40. lightning - shall be regarded as the stroke of atmospheric electricity on the property covered,

41. aircraft crash – a catastrophe or forced landing of an airborne

vehicles with or without engine or any other flying object, as well as the fall or their parts or the transported load,

42. pecuniary values - shall be regarded as the domestic and foreign currency, as well as the article made from gold, silver, gem stones and pearls, as well as platinum and other platinoid metals and the coins in gold or silver,

43. trip companion - shall be regarded as the persons who have reserved the trip along with the Insured and whose details have been specified in the same document of reservation and are insured with Europejskie with the policy covering the costs of trip cancellation,

44. professional sport - shall be regarded as:

a) practicing the following sports within regular intensive trainings with simultaneous participation in competitions and sport events, training camps within the sport sections or clubs at the school of primary and secondary level for non-profit purposes, by the youth aged up to 19: golf, cricket, lawn tennis, table tennis, squash, volleyball, basket-ball, water-ball, handball, football, shooting, fencing, athletics, acrobatic and sport gymnastics, dancing, swimming, except for apparatus-assisted diving, surfing and all its types, canoeing, rowing, sailing (except the sea faring), skateboarding, figure and speed skating, roller-skating and all its types,

b) practicing all kinds of sports within regular intensive trainings with simultaneous participation in competitions and sport events, training camps within the sport sections or clubs, also for profit-oriented purposes,

45. physical work - shall be regarded as performing any activities which are customarily paid for, also the activities not related to any employment contract but increasing the risk of a loss, e.g. the work performed with the use of dangerous tools, any work at height, any activities with the use of chemical agents,

46. inundation - shall be regarded as the consequence of:

a) leakage of water, steam or any other liquid outside the water supply, sewage or heating pipelines:

b) water or sewage withdrawal from the public sewage system,

c) leaving the taps or other valves in pipeline system, as specified under a), open,

47. random event - any future and uncertain event not depending on the Insured's will, the occurrence of which causes losses to personal belongings or properties or and increase of financial needs on the side of the Insured.

§ 12 Determination of loss amount and payment of indemnity or benefit

1. Europejskie shall pay a benefit/indemnity on the basis of acknowledgement of claim determined by loss adjustment procedure to be covered by insurance agreement, a concluded composition or a legally valid judgment of a court of justice.
2. Europejskie shall pay the benefit/indemnity within 30 days from the date of loss report on having determined the circumstances of loss occurrence, fairness of the claim and the amount of the benefit/indemnity.
3. If, within the above time, it is impossible to explain the circumstances which are important in order to establish liability of Europejskie or the amount of indemnity/benefit, then the indemnity/benefit shall be paid within 14 days from the date on which, proper care kept, the explanation of such circumstances was possible. However, the indisputable part of indemnity/benefit shall be paid within the period defined under item 2 above.
4. The amount of Europejskie's liability shall be determined by the sum insured/ warranty defined in Polish zloty or in a foreign currency and converted into Polish zloty according to the average NBP exchange rate of the day preceding the date of agreement conclusion.
5. The benefit/indemnity shall be paid in the Polish currency, except for the costs reimbursed to foreign invoice issuers and the immediate benefits covered within "assistance" services.
6. Has the amount of claim been determined on the basis of invoices or documents issued in a foreign currency (in the case of the insurance of trip cancellation costs) whereby the indemnity is to be paid in the Polish currency, the indemnity shall be converted into the Polish currency according to the average NBP exchange rate as for the date of indemnity determination (issuance of decision).
7. Reimbursement of the costs being the subject of a claim, including medical costs as well as

the costs of transport and repatriation, shall be effected exclusively on the basis of the original invoices, otherwise the claim may be rejected.

8. If no indemnity or benefit has been granted, or the granted indemnity or benefit differs from the amount claimed, Europejskie shall inform the claimant thereof, by indicating the circumstances and the legal basis to justify the total or partial refusal of the payment of indemnity or benefit.

§ 13 Multiple insurance

If the same subject of insurance has been insured against the same risk and at the same time, with two or more insurers for the sum which exceeds its insurance value, the Policyholder shall not be entitled to demand the benefit transferring the loss amount between insurers. Each of them shall be liable in the proportion in which the sum insured assumed by him remains to total sums resulting out of the double or multiple insurance.

§ 14 Procedure in the case of no acceptance to Europejskie's decision

If the authorized claimant does not accept the findings of Europejskie regarding the refusal of the claim to be settled or the amount of the benefit or indemnity, he shall be entitled, within 30 days from the date the Europejskie's decision was received, to apply, in writing, for the claim to be reconsidered to the address of Europäische Reiseversicherung AG, Branch in Poland.

§ 15 Insurance recourse

1. On the date of allowance payment Europejskie shall take over any claims (recourse) against a third party responsible for the loss up to the amount of the indemnity paid.
2. Europejskie shall not take over any claims mentioned under 1 above, against the persons with whom the Insured remains in the common household or for whom the Insured bears responsibility
3. The Policyholder shall be obliged to ensure the possibility to vindicate claims from the persons responsible for the loss, especially to provide Europejskie with any necessary information and documents.
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, in total or in part, or to demand the benefit already paid to be returned in total or in part.

5. Any rules resulting out of the above stipulations shall also find application in the case of insurance agreements concluded for account of a third party.

§ 16 Notification form

1. Any notifications and declarations towards Europejskie shall be submitted in writing against a receipt or be sent by recommended letter.
2. Policyholder/Insured shall be obliged to inform Europejskie about any change of residence or address.
3. In case the Policyholder/Insured has not informed Europejskie about a change in his or her residence or seat, any correspondence sent to the last known address or residence of the Policyholder/Insured shall have legal effect from the moment it would have been delivered if the Insured had not changed his residence or address.

§ 17 Complaints and claims

Complaints and claims shall be considered promptly by Europejskie or its authorized employee, after having been sent in writing to the address of Europejskie headquarters.

§ 18 Competent court and ruling law

1. Any disputes related to the insurance agreement may be settled by courts according to general competence or by a competent court for the residence or seat of the Policyholder, Insured or beneficiary in view of the insurance agreement.
2. The parties to the insurance agreement may submit any disputes to be settled in the way of arbitration.
3. Insurance agreements concluded on the basis hereof shall be ruled by the Polish law.

§ 19 Exclusions of Europejskie's liability

1. Europejskie shall not cover any losses caused by the Insured willfully or in the consequence of a gross negligence, unless agreed otherwise in the agreement or in General Insurance Terms and Conditions or the payment of indemnity is in accordance with the fairness under the given circumstances.

2. The rules defined under 1 above shall also apply to the Insured in the case of an insurance agreement concluded for account of a third person.

3. Insurance shall not cover the losses which occurred as a result of:

- a) Strikes, riots and commotions (except the necessary self-defence), acts of war, acts of terrorism,
- b) intoxication from alcohol, drugs or any other narcotics,
- c) committing suicide or crime by the Insured or attempts thereof,
- d) an accident caused under the influence of alcohol or when driving a vehicle without the required license,
- e) practicing extreme sports, without prejudice to § 20 let. c)
- f) practicing professional sports, without prejudice to § 20 let. d)
- g) nuclear energy,
- h) traveling by aircrafts (excluding the flight as a passenger, provided that flight was carried out in accordance with the ruling legal regulations),
- i) mental disturbances,
- j) performing physical work,
- k) practicing high-risk sports, without prejudice to § 20 let. b),
- l) practicing amateur skiing, without prejudice to § 20 let. a).

4. In the case of insurance agreements concluded for the period of one year, mentioned under § 7 items 5 and 6 hereof, the insurance shall not cover business trips or any other trips related to any gainful activities.

5. Provisions of items 1-4 above shall also apply to the reason of trip cancellation or trip interruption in the case of travel cancellation and curtailment cover. It also applies to the cases where the reason of cancellation or curtailment of the trip is an event related to the closest relative of the Insured or the nearest relative of a travel companion.

§ 20 Extension of cover

The parties may extend the scope of cover in respect of medical treatment, transport and repatriation or personal accidents, against an additional premium and without prejudice to other provisions hereof, by the risks determined herein and occurring in the consequence of:

- a) amateur skiing within the scope of SKI package or high-risk sports cover,
- b) practicing high-risk sports,
- c) practicing extreme sports,

d) practicing professional sports, as determined under § 11, item 44, let. a).

A	Cancellation and curtailment insurance
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§ 21 Cancellation of trip participation prior to its commencement

1. Subject of cover.

Shall the Insured cancel his or her participation in the trip before its commencement, Europejskie shall reimburse the costs of such a cancellation, without prejudice to item 2, provided that the Insured is not able to travel according to participate in the trip according to its schedule, such a cancellation being caused by the following:

- a) death, an accident, a sudden disease of the Insured, of the Insured's closest relative or of trip companion and his closest relative; if the cancellation is caused by the death of an Insured's closest relative or of the closest relative of trip companion, Europejskie shall reimburse the costs of such a trip cancellation, provided that the death occurred during 60-day period directly preceding the date of trip commencement,
- b) a loss in the property of the Insured, his closest relative or trip companion, which has occurred in the consequence of a random event or a crime (e.g. burglary) which happened during a 30-day period directly preceding the date of trip commencement and made it necessary to perform some legal and administrative actions and required the presence of the Insured or of a trip companion in the country of residence,
- c) the Insured or a trip companion being discharged from employment by the employer, provided that the Insured or a trip companion was employed on the date of insurance agreement conclusion, on the basis of an employment contract for unlimited period of time or for a limited period of time of at least 6 months; Europejskie shall not bear liability in the case of disciplinary discharge (with no period of notice),
- d) the date of the commencement of employment by the Insured or by a trip companion being appointed by employer for the date of trip commencement or duration, provided that the Insured or trip companion was registered by the Labor Office as an unemployed person.

2. The insurance shall cover the costs of cancellation calculated in accordance with the provisions of

trip participation agreement concluded between the Insured and the tour operator. In view of „Tourist Service Law” dated 29 August 1997, tour operator shall be regarded as an entrepreneur who organizes a tourist event.

3. The insurance also covers the costs related to the cancellation of reservation of hotel, apartment, air ticket for international and domestic flights, as well as coach or ferry ticket in the international traffic, purchased on territory of the Republic of Poland, to be calculated according to reservation or transport agreement, without prejudice to item 4 below.

4. In the case of cancellation costs in respect of an apartment reservation, the insurance shall cover exclusively the costs of cancellation of the whole apartment reservation, i.e. those concerning all the persons appearing in one apartment reservation for the whole period of reservation.

§ 22 Insurance of curtailment of the trip

1. Subject of insurance of trip interruption costs are the necessary and documented costs of return transport and the costs of the unused services which have been paid, such as accommodation, lodging, excursions, etc. resulting from the concluded trip participation agreement, reservations regarding hotel or air ticket for domestic and international flights and coach or ferry ticket in the international traffic, borne by the Insured because of the earlier return to the country of residence, unforeseen in the trip schedule, caused by the occurrence of one of the following events:

- a) Death, a sudden disease or an accident of the Insured's closest relative or the closest relative of a trip companion which made his or her hospitalization necessary, provided such an event took place in the country of residence of the Insured or of the trip companion,
- b) a loss in the property of the Insured, his closest relative or trip companion, which has occurred in the consequence of a random event or a crime (e.g. burglary) and made it necessary to perform some legal and administrative actions and required the presence of the Insured or of a trip companion in the country of residence.

2. The costs of the earlier Insured's return to the country of residence shall be reimbursed, if the cost of return transport has been guaranteed in the trip participation

agreement or ticket reservation, whereby the return transport could not be effected by the planned mean of transport, after approval of those caused given by the Emergency Call Centre.

3. Europejskie shall organize the transport or cover its costs as well as the cost of unused services, up to the amount of the real costs borne by the Insured, not more however than up to the equivalent of the cost of transport and unused services, as stipulated in the insured trip participation agreement, as well as hotel or ticket reservation, without prejudice to items 4 and 5.

4. Europejskie shall pay the costs of the unused services determined as the percentage of event price, decreased by the cost of return transport, which is the ratio of the number of days following the day of trip interruption up to the date of trip completion, to the number of days of the whole event, as foreseen in the trip participation agreement, whereby the amount of indemnity cannot exceed the sum insured.

5. In the case of the Insured's transport to another country than the Republic of Poland, Europejskie shall cover the costs of such a transport up to the equivalent of the costs of transport to Poland.

§ 23 Procedure in case of loss occurrence

1. In case of loss occurrence, the Insured shall be obliged for the following:

- a) to report the trip cancellation or curtailment to the tour operator, travel office or carrier, not later than within 3 days, in order to diminish the amount of deduction related to the cancellation and to get this fact confirmed in writing,
- b) to promptly contact the Emergency Call Centre, in the case of curtailment of the trip,
- c) to provide Europejskie with the calculation of cancellation costs or the costs of the unused services, issued by the tour operator, travel office or carrier, the insurance policy or certificate, and the loss report form filled-in properly,
- d) shall the trip cancellation or interruption be caused by an accident or a sudden disease, to provide the appropriate medical documents confirming the event to happen, including medical statement confirming the sudden disease, and, in the case of death, to provide a copy of death certificate and death card.

Moreover, in the case of an accident or a sudden disease, it is

necessary, at the request of Europejskie, to provide work disability certificate, as well as the medical statements mentioned above. Europejskie reserve the right to have the reason of travel inability caused by a sudden disease or an accident controlled by its specialists,

e) if the journey is cancelled or interrupted because of a loss in the Insured's property in the consequence of a random event, to provide the appropriate documents confirming the occurrence of such an event and the documents confirming the presence of the Insured in the place of the random event during his or her trip, to be required,

f)) if the journey is cancelled or interrupted because of a loss in the Insured's property in the consequence of a crime, to provide the police report confirming the crime to have been committed as well as the documents confirming the presence of the Insured in the place of the random event during his or her trip, to be required,

g) in the case the trip cancellation has been caused by the loss of job, to provide employment contract binding upon both the parties and employment contract termination note transmitted by the employer,

h) if the trip is cancelled or interrupted by the reason of taking up a job, to provide the confirmation of job offer issued by the employer as well as the certificate issued by the competent Labor Office confirming the Insured's status of an unemployed person when purchasing the insurance agreement.

2. Non-fulfillment of any of the duties specified under 1-4 above shall be the basis for indemnity to be refused in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason, responsibility for the loss.

§ 24 Limitation of Europejskie's liability

If more than four persons have reserved a joint trip, the liability of Europejskie shall be limited to the costs of trip cancellation of the Insured and trip companions who are his closest relatives within one reservation and insurance agreement, who are directly affected by the event being the cause of trip cancellation or interruption.

§ 25 Sum insured and excess

1. Sum insured shall be equal to the price of the tourist event, increased by eventual additional services, e.g. facultative excursions, if paid within the tourist event and covered by the same sum insured.

2. As far as the costs of cancellation of reservation of hotel, apartments and tickets, as mentioned under §21 item 3, are concerned, the sum insured shall be equal to the price of reservation of hotel, apartment or tickets, whereby the limit of such liability amounts to 10000 PLN per person.

3. In the case of a one-year insurance of the costs of trip cancellation, the sum insured is limited by the amount of 5000 PLN per event during the period of cover.

4. Europejskie shall be liable up to the maximum amount of the sum insured, as specified in the policy or certificate, not more however than up to the price of the event covered.

5. Shall the sum insured be lower than the price of the event covered (underinsurance), the rule of proportionality shall be applied by Europejskie aimed at decreasing the due indemnity to the ratio in which the sum insured specified in the policy remains to the real value (price) of the event covered.

6. The Insured shall be charged with an excess amounting to 20 per cent of the cost of trip cancellation and 20 per cent of the cost of trip curtailment, not less however than 100 PLN per person. The excess shall be regarded the amount, by which Europejskie reduces the indemnity to be paid.

§ 26 Additional exclusions

1. Apart from the losses specified under § 19, the costs of trip cancellation or curtailment shall be excluded from cover, if such cancellation or interruption occurred in the consequence of:

- a) pre-existing conditions because of which the Insured, the Insured's closest relative or any trip companion or his closest relative underwent treatment during 12 months preceding the date of trip reservation,
- b) pregnancy or its complications, if, at the moment of making the reservation of the trip, hotel apartment or ticket, the Insured, the Insured's closest relative or any trip companion or his closest relative was after the 12th week of pregnancy.

2. Europejskie shall not bear liability for any costs of trip cancellation or curtailment, if the cause of such cancellation or interruption occurred prior to the date of conclusion of insurance agreement for the costs of trip cancellation/ curtailment.

B	Assistance insurance
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§ 27 Subject of cover

Europejskie, through its Emergency Call Centre, shall provide the information, at the request, prior to and after the commencement of the trip, concerning the possibilities to obtain the medical aid, and, on condition that medical treatment is provided by Europejskie, the Emergency Call Centre shall provide the immediate „assistance” aid, within the scope specified under §§ 28-31 hereof.

§ 28 Disease/ accident

1. Hospitalization.

Europejskie shall cover the following services, if the Insured undergoes a hospital treatment:

a) Care

Contact shall be arranged, through the doctor working for Europejskie, with the doctors providing the medical care of the Insured as well as with his or her family doctor, whereby the information flow will be provided between those doctors. At the Insured's request his or her closest relatives will be notified about the event by Europejskie.

b) Cost coverage warranty / settlement of accounts

Europejskie shall provide the hospital with cost coverage warranty up to the amount of the sum insured. As the entity responsible for bearing the costs of hospitalization, Europejskie shall take over the issue of the settlement of accounts, on the Insured's behalf and at his or her request.

2. Patient's transport.

If medically justified, Europejskie shall organize transport to another healthcare unit abroad, the Insured's return transport to his or her place of residence or to a healthcare unit situated at the nearest distance from his or her place of residence, or transport to the place from which the travel may be continued on the completion of treatment. The Insured shall be transported by means of a mean of transport matched to his or her condition.

§ 29 Death

If the Insured dies during the trip, Europejskie shall, at the request of the Insured's family, organize the funeral abroad or the transport of the Insured's corpse to the country of residence.

§ 30 Additionally, assistance shall be provided by Europejskie within the extended variant, according to the scope specified in the policy or certificate, in the following cases:

1. Children's return transport.

Shall the children aged below 16 and accompanying the Insured in the trip, remain without care in the consequence of the Insured's death, accident or sudden disease, Europejskie shall organize their return trip to the place of residence and cover the cost thereof.

Europejskie shall cover the costs of children's return transport provided that it can be carried out by the mean of transport, as planned earlier. In the case the return by the mean of transport planned before is related to some additional costs, then Europejskie shall cover only the additional costs of the return transport (e.g. the cost of change of the flight reservation).

2. Accommodation costs of the accompanying person.

Europejskie shall cover the additional costs of transport and accommodation for the person who accompany the Insured and whose presence is necessary in order to settle the formalities related to the Insured's return to the Republic of Poland, up to the maximum amount of 1000 EUR. The type of transport shall be determined, in each case, by Europejskie.

3. Transport and accommodation costs of the person called to accompany.

If the Insured's hospitalization abroad lasts for a longer time than 7 days whereby the Insured is not accompanied by any person aged above 18, Europejskie shall organize the travel for the Insured's closest relative or for any other person indicated by the Insured, to the place of the Insured's stay and the return journey to the place of residence. Europejskie shall cover the costs of transport and accommodation up to the maximum amount of 2000 EUR.

4. Delivery of medicines.

At the Insured's request, Europejskie shall deliver the necessary medicines which are to substitute the ones which have been lost during the travel outside the country of residence. The

Insured shall be obliged to return the cost of purchase of such medicines within 10 days from the date of trip completion. The cover exists regardless of the liability of Europejskie within medical cost insurance.

5. Loss of money, travel documents and baggage.

a) Shall the Insured lose money in the consequence of a theft, Europejskie shall give assistance regarding the contact with the bank keeping the Insured's account and, if necessary, help transmit the amount given by the bank to the Insured. Shall it be impossible to contact the bank within 24 hours, a loan of up to 500 EUR is granted to the Insured. The Insured shall be obliged to return the borrowed sum to Europejskie within one month from the date of trip completion.

b) In the case of a theft or loss of credit cards belonging to the Insured during his or her trip, Europejskie shall give assistance with regard to having the Insured's account blocked, by transmitting the appropriate information to the bank. However, Europejskie shall not bear liability for the correctness of blocking procedure or any losses occurring in this respect.

c) Europejskie shall help the Insured to have travel documents issued, by giving the appropriate information about the necessary procedures.

d) Europejskie shall give assistance regarding the lost baggage to be found, provided that travel baggage insurance agreement has been concluded by the Insured.

The cover exists regardless of the liability of Europejskie within medical cost insurance.

6. Substitute driver.

Europejskie shall cover the cost of hiring a professional driver or any other person having a driving license, who would transport the Insured to the country of his or her residence, if the Insured's state of health in the consequence of a sudden disease or accident covered, confirmed in writing by the doctor in charge, makes it impossible for the Insured to drive his or her own car and any person travelling with the Insured has no driving license. Europejskie shall cover the cost of hiring a driver in amount of up to 500 EUR. No costs shall be reimbursed for the Insured's repatriation to the country of residence, if the costs of hiring a substitute driver have been covered. Shall the Insured cover the cost of hiring a substitute driver by him- or herself, Europejskie

reimburse such cost up to the amount for which Europejskie would organize such a service by itself.

7. Transport of the insured members of family to the Republic of Poland or to another country of the Insured's residence, in the case of the Insured's death in the consequence of an event covered. In the case of the Insured's death, Europejskie shall organize transport of the insured members of the Insured's family to the Republic of Poland and cover the additional costs thereof, provided that the return journey at the time previously foreseen and by the planned mean of transport, is impossible. The transport shall be organized according to the type and standard of the mean of transport initially planned, its cost being limited to the amount of 1000 EUR per person, not more however than 4000 EUR for all companions of the trip. In the case of transport of family members to another country than the Republic of Poland, Europejskie shall cover its cost only up to the amount of the equivalent of the cost of such transport to Poland.

8. Legal aid.

Europejskie shall give assistance to hire a lawyer and translator, if the Insured has been in conflict with the law ruling in the place of stay. Europejskie shall cover judicial costs, lawyer's cost and the cost of hiring a translator up to the amount of 2500 EUR. Europejskie shall also provide a loan for a bail up to the amount of 12500 EUR. The Insured shall be obliged to return the amounts paid by Europejskie promptly, not later than within 3 months from the date of trip completion. The cover exists regardless of the liability of Europejskie within medical cost insurance.

9. Delay of the mean of transport.

In the case of the documented delay of the departure of a regular flight, a train, a coach or a ferry, by at least 6 hours during the Insured's travel abroad, Europejskie shall reimburse the verified costs of the necessary and justified expenses (food, lodging) which have not been covered by the carrier, up to the amount of 150 EUR for each event, on the basis of the original bills. Additionally, the Insured shall be obliged to obtain a confirmation, in writing, of the delay of the mean of transport. Delays occurring on territory of the Republic of Poland or another country of the Insured's residence as well as trip flights shall be

excluded from the cover. The cover exists regardless of the liability of Europejskie within medical cost insurance.

10. Change of flight reservation.

Europejskie shall cover any documented costs borne by the Insured in respect of changing the reservation of air tickets before the trip is commenced, up to the amount of 150 EUR, provided that the Insured cannot make the journey at the time and by the mean of transport as planned, for the following reasons:

a) sudden disease or accident of the Insured,
b) death, personal accident, a sudden disease of a close relative of the Insured or of a trip companion; if the change of flight reservation has been caused by the death of a close relative of the Insured or of a trip companion, Europejskie shall return the costs of the change of reservation provided that the death occurred during 14 days preceding the date of trip commencement,
c) material loss suffered by the Insured, his close relative or trip companion which occurred during 7 days directly preceding the date of trip commencement and made it necessary for the Insured to take some legal or administrative actions whereby the presence of the Insured is absolutely required. Europejskie shall bear no liability if the change of reservation was caused by a pre-existing conditions disease because of which the Insured, the Insured's closest relative, trip companion or his closest relative, were under treatment during 12 months preceding the date of journey reservation. Europejskie shall bear no liability for any costs of the change of reservation of air tickets, if the reason of the change of reservation occurred prior to the date of insurance agreement conclusion. The cover exists regardless of the liability of Europejskie within medical cost insurance.

11. Notification of the family.

In the case of occurrence of any unforeseen Insured-independent event, which caused the change or delay of the Insured's travel, Europejskie, at the request of the Insured, shall notify next-of-kin or third parties about the change.

§ 31 Costs of search and rescue action

1. Europejskie shall cover the necessary and documented costs of rescue and search action carried

out by special rescue services in order to rescue the Insured's life, whereby the Insured has suffered an accident or a sudden disease covered by medical insurance, if the liability of Europejskie for the costs of rescue action is covered by the scope of insurance.

2. The costs of search action shall be regarded as the cost of search action carried out in the mountains, on the sea or in any other conditions, from the moment the Insured was declared missing up to the moment the Insured is found or the search action is ceased. Cost of rescue action shall be regarded as the costs of medical first aid, incurred from the moment the Insured was found up to the moment of his or her being transported to the nearest healthcare unit.

3. The upper limit of Europejskie's liability amounts to 5000 EUR being included within the sum insured for medical treatment.

§ 32 Procedure in the case of loss occurrence

1. In the case of loss occurrence the Insured shall be obliged to promptly notify the Emergency Call Centre of the event.

2. In the case of the event specified under § 30, item 5 let. a), the Insured shall be obliged to send his or her confirmation of loan return liability, before the loan is granted.

3. In the case of the event specified under § 30, item 7, the costs of transport of the insured members of family shall be reimbursed only if agreed and accepted by the Emergency Call Centre before, and only in the case the return journey could not be effected by the mean of transport, as planned before.

4. In the case of a change in flight reservation, as mentioned under § 30, item 10, the Insured shall be obliged for the following:

a) to promptly inform the carrier about the event in order to decrease the costs related to the change in flight reservation and to obtain the carrier's confirmation of this fact, in writing, including the calculation of costs resulting out of the change in flight reservation, and to inform the Emergency Call Centre and get its acceptance for the costs of the change in the initial flight reservation to be incurred,
b) to provide Europejskie with the change of flight cost calculation issued by the carrier and accepted by the Emergency Call Centre, insurance policy or certificate and loss report form filled-in properly,

c) if the change in flight reservation has been caused by an accident or a sudden disease, to submit the relevant medical documents confirming the sudden disease, and, in the case of death, to submit a copy of death certificate and death card. Moreover, in the case of an accident or a sudden disease, it is necessary to submit work disability certificate, as well as medical statements mentioned above. Europejskie shall reserve the right to let its specialist check the reason of work disability in the consequence of an accident or a sudden disease,

d) if a material loss resulting from a random event is the reason of the change in flight reservation, to promptly submit the documents confirming the occurrence of the event and the documents confirming the need of the presence of the Insured or trip companion in the place of the random event during the planned trip,

e) if the flight reservation has been changed as a result of a loss which occurred in the consequence of a crime, to submit the police report confirming the occurrence of the event, and the documents confirming the need of the presence of the Insured or trip companion in the place of the random event during the planned trip.

5. If any of the duties mentioned under 1-4 above has not been fulfilled, it can be the reason to refuse the payment of indemnity, in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason or responsibility for the loss.

C	Insurance of medical treatment and transport
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§ 33 Subject of cover

Subject of cover are the necessary and documented medical costs incurred by the Insured outside his or her country of residence, in connection with a sudden disease or a personal accident which occurred outside the country of his or her residence, and transport costs or, in the case of the Insured's death, the costs of corpse transport to the country of residence.

§ 34 Medical treatment abroad

Europejskie shall pay the following costs within the scope of cover:

1. Medical treatment required and recommended by doctors.

Especially the costs of hospitalization (including surgical procedures, costs of ambulatory care up to the PLN equivalent of 1000 EUR, as well as the costs of medicine and dressing materials.

2. Costs of premature delivery which occurred not later than in the 32nd week of pregnancy. The costs of medical care, medicines, hospitalization, including the medical care of the newborn child, will also be paid by Europejskie within the scope of cover.

3. Dental treatment up to 250 EUR, only in case of a hard pain or if required in the consequence of the injury suffered in the accident.

4. Decompression chamber in medically justified cases, provided that the cover has been purchased extended by the losses being the consequence of practicing high-risk sports or extreme sports against the additional premium.

5. Daily hospitalization allowance amounting to 200 PLN a day, for the maximum period of 30 days beginning from the first day of the medically justified treatment at the hospital abroad, provided that the hospitalization has lasted at least 4 days. Hospitalization daily allowance will be paid provided that hospitalization costs mentioned under 1-2 above are refunded by the National Health Fund within the valid European Health Insurance Card being in the Insured's possession. The Insured shall be obliged to notify the Emergency Call Centre about the use of the European Health Insurance Card.

§ 35 Transport and repatriation

1. Moreover, if medical cover exists, Europejskie shall pay the following costs:

a) transport from the place of accident to the nearest healthcare unit,

b) transport to another healthcare unit abroad, in the case the Insured's state of health requires to do so,

c) transport of the Insured, on completion of the treatment, to the place from which his or her trip may be continued,

d) return transport to Poland, to the place of residence, if required by the Insured's condition and the return journey cannot be effected by the planned means of transport,

e) if return transport of the Insured is impossible because of health counter-indications prior to the expiry of the insurance agreement, Europejskie shall cover medical costs up to the date when the Insured's condition allows such

transport, however not longer than for 90 days beginning from the date of loss occurrence and up to the amount of the sum insured,

f) those related to the burial abroad or transport of corpse to Poland (to the place of burial) whereby the cost of coffin shall be limited to the PLN equivalent of 1000 EUR.

2. In the case of transport of the Insured or his or her corpse to another country than Poland, then Europejskie shall pay the costs related to such transport up to the level of the cost of transport to Poland.

§ 36 Loss report – Insured's duties

1. The Insured shall be obliged for the following:

a) to release the doctors who lead the treatment from the duty to keep professional secrecy and to allow to disclose the medical documentation concerning the treatment,

b) to release both public and non-public healthcare units from the duty to keep professional secrecy,

c) to submit the loss report form, filled out properly, including the original documents related to the incurred costs and containing medical diagnoses, as well as other documents specifying the scope of the aid rendered,

d) in the case of the Insured's death the entitled beneficiary shall be obliged to submit a copy of death certificate and a document confirming the cause of the Insured's death,

e) in the case of hospitalization daily allowance paid to the Insured within §34 item 6 above, to notify the use of the European Health Insurance Card to the Emergency Call Centre and to obtain the confirmation, in writing, of the hospitalization costs to be covered from the European Health Insurance Card, issued by the healthcare unit where the Insured was hospitalized, or a certificate with the list of services covered within the European Health Insurance Card issued by the National Health Fund.

2. If any of the duties mentioned under 1 above has not been fulfilled, it can be the reason to refuse the payment of indemnity, in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason, responsibility for the loss or the amount of indemnity.

§ 37 Sum insured and excess

1. Sum insured for one and all events during the period of cover

shall be specified in the policy or certificate.

2. Europejskie shall bear liability up to the amount of the sum insured, without prejudice to the limits specified under § 34, items 1, 3 and 5.

3. In the case of ambulatory treatment the excess shall be applied in amount of 25 EUR per person, unless specified otherwise in the agreement whereby the information about excess shall be given in the policy or certificate. The excess shall be regarded as the amount by which the indemnity paid by Europejskie is decreased.

§ 38 Exclusions of liability

The following costs shall be excluded from cover:

- a) a therapy which was the goal of the trip,
- b) the treatment which was expected by the Insured prior to the trip to be carried out or continued (e.g. dialysis) during the planned time of trip,
- c) dental treatment which is not related to providing the emergency medical aid,
- d) repair or purchase of prostheses or glasses,
- e) abortion, unless carried out in order to rescue life or health,
- f) treatment of mental disturbance,
- g) those related to complications which occurred after the 32nd week of pregnancy,
- h) those related to delivery action which occurred after the 32nd week of pregnancy,
- i) cosmetic operations or beauty treatment,
- j) those related to therapy in the case the Insured has refused to return to his or her country of residence, although his or her condition enabled the return to the country of residence,
- k) those related to the treatment of the aggravations of the pre-existing conditions because of which the Insured had undergone therapy during last 12 months prior to insurance conclusion, without prejudice to § 39 hereof,
- l) those related to the therapy of alcoholic diseases.

§ 39 Pre-existing conditions cover

Without prejudice to other provisions hereof, the parties may extend the scope of cover by the costs incurred for the treatment of the aggravations of the pre-existing conditions in the range defined under C hereof, provided that an additional premium has been paid.

D Travel baggage insurance

§ 40 Subject of cover

Europejskie shall give cover for any losses in the Insured's baggage when traveling outside the country of residence. The Insured's travel baggage shall be covered which is regarded as all the things necessary during a trip as well as gifts or souvenirs.

§ 41 Scope of cover

1. The scope of the insurance shall cover accompanied baggage being under direct care of the Insured and the unaccompanied baggage entrusted to a third party which is not under direct care of the Insured,
2. Accompanied baggage. Europejskie shall indemnify any losses in the accompanied baggage which occur as a result of:
 - a) robbery,
 - b) accident of the mean of transport (e.g. travel vehicle accident),
 - c) fire and elemental risks (elemental risks are such as hurricane, flood, lightning, aircraft crash, hail, driving rain, deluge and earthquake),
 - d) a sudden disease or an accident in the consequence of which the Insured lost control over his or her baggage.
3. Unaccompanied baggage:
 - a) Europejskie shall cover the lost or damaged baggage which has been entrusted to a professional carrier for transport,
 - b) Europejskie shall cover the lost or damaged baggage which has been left in a locked room in the place of the Insured's lodging as well as that left in a left-luggage office against a receipt, provided it has been lost or damaged as a result of a burglary,
 - c) Europejskie shall cover the baggage in the car; the baggage left in the car shall be covered only if hidden in the boot and was not visible from outside, whereby the boot shall be made from hard material (not from canvas) and locked.

§ 42 Delay of baggage delivery

In the case of the extended variant of cover, according to the scope of cover specified in the policy or certificate, Europejskie shall reimburse the cost of purchase of the things which are necessary during the trip, up to 600 PLN, if the baggage was delivered to the place of the Insured's accommodation outside his or her country of residence with a delay exceeding 6 hours. The incurred costs shall be

reimbursed exclusively on presentation of the original bills of sale. The amount of 600 PLN is included in travel baggage sum insured which will be decreased by the amount of indemnity paid on that account.

§ 43 Exclusions of liability

1. Photographic and audio-video equipment, including accessories, as well as jewels which constitute the Insured's manual baggage, shall be covered only if placed in the baggage under direct care of the Insured and up to one third of the sum insured.
2. Insured's baggage placed in the parked vehicle shall be covered between 6.00 AM to 10.00 PM. However, any stopovers which last not longer than 2 hours shall always be covered.
3. Any kind of documents, money, silver, gold, platinum in scrap or bars, securities, credit cards or tickets, shall not be covered.
4. Pieces of art, antiques and collections shall be excluded from cover.
5. Car accessories and equipment of travel trailers shall not be covered.
6. No losses shall be covered which are related to a loss or damage of a thing in connection with its use.
7. Any computer software and any data on any data carriers shall not be covered.
8. No cover is given to losses occurring within electric devices as a result of their defects or the action of electric current during their use, unless the action of current caused fire.
9. Losses lying exclusively in the destruction or damage to baggage containers (suitcases, trunks, etc.), shall not be covered.
10. Cell telephones and portable computers shall not be covered.

§ 44 Amount of indemnity

1. In case of a loss Europejskie shall pay the indemnity in maximum amount equal to the sum insured:
 - a) in the case of baggage loss Europejskie shall pay the indemnity amounting to its real value,
 - b) in case of damaged things Europejskie shall pay indemnity amounting to the cost of their repair but if the costs of repair exceed the amount of loss in value, Europejskie shall pay indemnity amounting to the loss in their value, not more however than the real value of the thing.
 - c) in case of photographic cliches, image sound and data carriers

Europejskie shall pay indemnity up to the value of materials.

2. The real value shall be regarded as the amount which is sufficient to buy the thing in the same standard and quality decreased by the value of operating costs of the thing (wear, period of use).

3. The deductible amounting to 100 PLN shall be deducted from indemnity by Europejskie in respect of each loss. Deductible shall be regarded as the amount by which Europejskie decrease the indemnity paid.

§ 45 Procedure in case of a loss

1. The Insured shall be obliged to notify, promptly, the nearest police station about any losses which occurred in the consequence of a crime by submitting the list of lost or damaged articles and to receive the police report in writing which certifies the loss notification.

Moreover, the Insured shall be obliged to submit the above mentioned report to Europejskie.

2. Any losses to the unaccompanied baggage shall immediately be reported to the appropriate carrier, left luggage office or administration which should be certified in writing. Moreover, the Insured shall be obliged to submit such a certificate to Europejskie. In case latent losses have been found which occurred when the baggage was entrusted to the carrier, it is necessary to demand the carrier to carry out a survey to be certified in writing, as soon as the loss has been found, keeping the period for claims, within 7 days from the date the loss was found, at the latest.

3. When a loss is reported related to a delay of baggage delivery, the Insured shall be obliged to submit original invoices for the purchased articles and claim certificate issued by the carrier and stating the time of the delay of baggage delivery.

4. The Insured shall be obliged to submit loss report form, filled-in properly.

5. Non-fulfillment of any of the duties specified under 1-4 above shall be the basis for indemnity to be refused in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason, responsibility for the loss or the amount of indemnity.

§ 46 Sum insured

1. Sum Insured for one and all events during insurance period shall be specified in the policy or certificate.

2. Europejskie shall give maximum cover up to the amount of sums insured, without prejudice to §42 hereof.

E Personal accident insurance

§ 47 Subject of cover

The subject of the insurance are the consequences of accidents in the form of bodily injury or health disorder or death of the Insured by an external cause not depending on the Insured's will, which occur outside the country of residence, including these events occurring on the way from the place of residence directly to the border of the country of residence on the day the trip begins, and on the way from the border of the country of residence directly to the place of residence on the day of trip completion.

§ 48 Exclusions of liability

The following shall be excluded from cover:

- a) losses occurring as a result of faint, cerebral strokes or convulsion attacks, cardiac failures, mental disturbances, convulsive attacks (including epilepsy),
- b) death and health detriments in the consequence of medical treatment or operations, unless such treatments or operations have been the consequence of the accident covered,
- c) infections, whereby the cover exists if the Insured has been infected with pathogenic microorganisms in the consequence of wounds suffered as a result of the accident covered.

§ 49 Insured's death

If the Insured died in the consequence of an accident within one year from the date of accident, Europejskie shall pay the persons entitled in view of §51 item 5 and 7 the benefit amounting to the full, as specified in the insurance agreement. If the Insured had been given a benefit for health detriment and then he died in the consequence of the same event, death benefit shall be paid to the Beneficiary provided it is higher than the benefit paid to the Insured before, deducting the amount paid previously.

§ 50 Insured's permanent health detriment

1. The following benefits shall be paid by Europejskie, if the Insured has suffered a permanent health detriment in the consequence of the accident:

a) in the case of a 100 per cent health detriment – the full sum insured shall be paid to the Insured, b) in the case of a partial health detriment- the percentage of sum insured shall be paid corresponding to the health detriment percentage.

2. If more than one physical or mental function has been handicapped, then the disability grades shall be summed up.

However, the permanent health detriment cannot exceed 100 per cent of disability.

3. In the case of loss or damage of an organ or system, whose function had already been handicapped prior to the accident as a result of another event, the percentage of permanent health detriment shall be determined as the difference between health detriment prior to and after the accident.

4. No permanent health detriment benefit shall be due if the Insured dies in the consequence of the accident within 24 months from the date of accident and prior to determining the amount of his or her disability benefit.

5. In case of the Insured's death within 24 months from the date of accident, which is not the consequence thereof or the Insured's death later than 24 months from the date of accident, regardless of its cause, and prior to determining or getting his or her permanent health detriment benefit, the benefit shall be given to the authorized beneficiary its amount being determined by expert doctor on the basis of the submitted medical documentation, as the assumable grade of permanent detriment.

§ 51 Payment of benefits in the case of permanent disability

1. The grade of permanent health detriment shall be established promptly upon completion of treatment, including rehabilitation, not later than 24 months from the date of accident at the latest.

2. Determination of the grade of permanent health detriment shall be carried out by doctors to be appointed by Europejskie, pursuant to medical documentation provided by the Insured.

3. Europejskie shall pay the benefit due within 14 days from the date the claim has been acknowledged.

4. If the Insured had died before he received any benefit for permanent health detriment resulting out of the accident covered, and his or her death remains in no causality with the accident, the benefit due shall be paid to the beneficiary entitled.

5. The benefit for the Insured's death shall be paid to the beneficiary appointed by the Insured. Death benefit shall be paid on presentation of death certificate and the documents certifying the circumstances and the cause of the Insured's death, such documents to be provided by the entitled beneficiary.

6. The benefit shall not be paid to the beneficiary who willfully caused the Insured's death.

7. If there is no entitled beneficiary at the moment of the Insured's death, the benefit shall be paid to family members in the following order:

- a) spouse,
- b) children,
- c) parents,
- d) other statutory heirs.

§ 52 Sum insured

1. Sum insured in respect of each event shall be specified in the policy or certificate.

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

F	Personal liability insurance
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§ 53 Subject of cover

Europejskie shall provide cover in respect of personal liability during the Insured's trip outside the country of residence. The subject of cover is the civil law-based liability of the Insured in private life related to causing death, injury or health disorder (personal loss) or the damage of property (material loss) to a third party, which the Insured is obliged to compensate in view of the ruling legal regulations.

§ 54 Scope of cover

1. Within its liability, Europejskie shall be obliged to verify the fairness of the claim, to pay indemnities on behalf of the Insured and to reject unjustified claims. Indemnity shall be paid by Europejskie upon confirmation of the claim fairness or on the basis of a legally valid judgment of the court.

2. In the case of a legal dispute concerning the Insured's liability to be determined, Europejskie shall take the necessary legal action, at its expense, acting on behalf of the Insured.

3. Europejskie shall pay the cost of a legal attorney to be appointed or accepted by it for the purpose of representing the Insured at the penal proceedings in the consequence of which the Insured

may face the civil liability for his or her act.

4. Europejskie shall bear no liability for the costs resulting out of the lack of the Insured's consent for the composition to be concluded between Europejskie and the sufferer or for the sufferer's claims to be satisfied.

§ 55 Limits of cover

1. Europejskie shall bear no liability for the losses which occurred in the consequence of a willful action or a gross negligence.

2. Moreover, the following losses shall be excluded from cover:

- a) those done by the Insured to his or her next-of-kin participating in the trip,
 - b) those related to any person being infected with a sickness by the Insured,
 - c) those occurring and caused by practicing the occupation,
 - d) those caused by animals owned by the Insured,
 - e) any losses resulting out of possessing, driving, using mechanical vehicles, air- and water-ships,
 - f) those which occurred during hunting,
 - g) those related to amateur skiing, without prejudice to §§ 68 - 72,
 - h) those resulting from practicing high-risk sports, without prejudice to §§ 68 - 72,
 - i) those caused by practicing extreme sports, without prejudice to §§ 68 - 72,
 - j) those caused by practicing professional sports, without prejudice to §§ 68 - 72,
 - k) losses in belongings used by the Insured on the basis of a lease, loan for use, or lending contract or any other payable agreement,
 - l) those to pecuniary values, documents, plans, archives, stamp and coin collections or pieces of art,
 - m) any losses the Insured shall be responsible for in the consequence of a contractual takeover of a third party's liability or extending his or her own liability resulting from the ruling legal regulations.
3. In the case of material losses the excess to be covered by the Insured shall amount to 200 EUR for each loss. Excess shall be regarded any amount by which Europejskie decreases the indemnity it pays.

§ 56 Duties and procedure in the case of a personal liability insured

1. The Insured shall be obliged to promptly notify Europejskie about

the preparatory investigation, legal action or default summons against the Insured, even if the insurance event has been reported before. If the sufferer vindicates a claim versus the Insured, the Insured shall be obliged to notify Europejskie about such a claim within 7 days from the date he received the information about the claim.

2. The Insured shall be obliged to enable Europejskie to take any necessary measures aimed at loss occurrence circumstances, claim fairness and claim amount to be determined. It is the Insured's duty to co-operate with Europejskie in respect of explaining the circumstances of loss occurrence. Moreover, the Insured shall be obliged to provide Europejskie with the detailed and comprehensive loss reports and descriptions. The Insured shall also be obliged to provide Europejskie with any summons, suits, any extra-judicial acts and judicial documents related to the insurance event.

3. Shall explanatory or judicial proceedings be commenced versus the Insured, he or she shall be obliged to empower an attorney appointed or indicated by Europejskie to conduct the case. Shall the insured receive any default summons or any other summons sent by public authorities, the Insured shall be obliged to file the objection, without waiting for the appropriate instructions from Europejskie.

4. The Insured shall not be entitled to confirm his or her liability or to accept any composition agreements without the consent of Europejskie. Any measures taken by the Insured and aimed at the sufferer to be satisfied, especially the acknowledgment of his or her claim or conclusion of any composition agreement with the sufferer without the consent of Europejskie issued in writing, shall not be binding on Europejskie.

5. Any sufferer's claim satisfied or acknowledged by the Insured without the required consent of Europejskie issued in writing, is of no effect on the liability of Europejskie.

6. Europejskie shall be entitled to submit explanations on behalf of the Insured, required for the mitigation of or defense against the claim.

7. Inobservance of any of the duties specified under 1-6 above shall constitute the basis for the indemnity to be refused in total or in part, depending on the extent to

which such an inobservance influenced the determining the cause of the accident, liability for the loss and the amount of indemnity.

8. Moreover, the Insured shall be obliged to take any possible measures aimed at mitigating the loss and to avoid measures leading to its enhancement; the Insured shall not be entitled to any indemnity if this duty has not been met because of willful action or gross negligence.

§ 57 Sum insured

1. Warranty sum for one and all events during the period of cover shall be specified in the policy or certificate.

2. Warranty sum for one and all events in respect of material losses amounts to 20 per cent of the warranty sum specified in the policy or certificate.

G	SKI package and SPORT package
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I. Rehabilitation costs

§ 58 Scope of cover

1. Europejskie shall refund the rehabilitation costs borne by the Insured in relation to the accident which occurred during the Insured's trip outside the country of his or her residence, being the consequence of practicing the amateur skiing, on presentation of the original invoices up to the amount of 5000 PLN, provided that such costs were incurred before expiry of the 12-month period following the date of accident and have not been covered out of other sources.

2. Only those rehabilitation costs shall be reimbursed which were incurred on territory of the Republic of Poland.

3. The cover exists if Europejskie bears liability related to the cover given within SKI package against an additional premium, and comprising medical costs.

II. Costs of ski passport and equipment hire

§ 59 Scope of cover

1. Within SKI and SPORT packages Europejskie shall cover the cost of ski or sport equipment hire in the case the Insured has been deprived of the possibility to use the covered equipment for the reasons defined in § 62 hereunder. Europejskie shall pay the costs of ski or sport equipment hire on presentation of the original bills, in

amount of 15 EUR for the period not exceeding 7 days.

2. Additionally, within SKI package, Europejskie shall cover the cost of ski passport authorizing to use ski lifts and to participate in skiing or snowboarding lessons in the case the Insured cannot use such passport because of his or her state of health caused by an accident or a sudden disease, provided such liability of Europejskie exists and this fact has been reported to the Call Centre within 24 hours. Europejskie shall reimburse the cost of the unused ski passport for the period corresponding to the number of full unused days, in amount of up to 70 per cent of ski passport price.

3. The sum insured within SKI package related to the cost of ski equipment hire and the cost of ski passport, shall amount to up to 350 EUR for one and all events during the period of cover.

4. The limit of liability regarding the hire of ski or sport equipment amounts to 105 EUR.

III. Costs of search and rescue action

§ 60 Scope of cover

1. Europejskie shall cover the costs of rescue and search action carried out by special rescue services, medical first aid in the place of event, transport from the place of event to the nearest healthcare unit in the situation whereby the Insured had an accident covered by the insurance, provided that the liability of Europejskie related to the costs of search and rescue action has been extended within:

a) SKI package related to amateur skiing,
b) SPORT package related to high-risk sports, extreme sports or professional sports, as defined under § 11, item 44, let. a).

2. Europejskie shall cover the cost of search and rescue action, as defined under 1 above, up to the equivalent of 5000 EUR.

IV. Ski and sport equipment cover

§ 61 Subject of cover

If the additional premium has been paid within SKI or SPORT packages, Europejskie shall be liable for any losses in ski or sport equipment of the Insured during his or her travel outside the place of residence. The cover is related to the ski or sport equipment defined under § 11, item 33 and 34, accordingly.

§ 62 Scope of cover

1. The insurance shall cover the ski or sport equipment being under the direct care of the Insured as well as the entrusted ski or sport equipment which is not under the direct care of the Insured.

2. The ski or sport equipment under the direct care of the Insured.

Europejskie shall indemnify the losses to the ski or sport equipment caused in the consequence of:

a) robbery,
b) accident of the mean of transport (e.g. a vehicle),
c) fire and other elemental risks (elemental risks shall be regarded as storm wind, flood, lightning, aircraft crash, hail, driving rain, inundation and earthquake),
d) a sudden disease or an accident in the consequence of which the Insured lost control over his or her ski or sport equipment.

3. The ski or sport equipment entrusted to a third party, not under direct care of the Insured:

a) Europejskie shall cover the lost or damaged ski or sport equipment which has been entrusted to a professional carrier for transport,
b) Europejskie shall cover the lost or damaged ski or sport equipment which has been left in a locked room in the place of the Insured's lodging as well as that left in a left-luggage office against a receipt, provided it has been lost or damaged as a result of a burglary,
c) Europejskie shall cover the ski or sport equipment left in the car, only if hidden in the boot and was not visible from outside, whereby the boot shall be made from hard material (not from canvas) and locked.

d) Europejskie shall cover the ski or sport equipment left in the trailer, provided that it was not visible from outside and the trailer was locked.

§ 63 Delay of the equipment delivery

Europejskie shall reimburse the cost of ski or sport equipment hire up to 800 PLN, if the ski or sport equipment was delivered to the place of the Insured's accommodation outside his or her country of residence with a delay exceeding 12 hours. The incurred costs shall be reimbursed exclusively on presentation of the original bills of sale. The amount of 800 PLN is included in the sum insured of ski and sport equipment cover which will be decreased by the amount of indemnity paid on that account.

§ 64 Exclusions of liability

1. Insured's ski or sport equipment placed in the parked vehicle shall be covered between 6.00 AM to 10.00 PM only. However, any stopovers which last not longer than 2 hours shall always be covered.
2. No losses shall be covered which are related to a loss or damage of ski or sport equipment in connection with its use.
3. No losses shall be indemnified which caused a damage or destruction to ski or sport equipment cover.

§ 65 Amount of indemnity

1. In case of a loss Europejskie shall pay the indemnity in maximum amount equal to the sum insured:
 - a) in the case of the loss of ski or sport equipment, Europejskie shall pay the indemnity amounting to its real value,
 - b) in case of damaged ski or sport equipment, Europejskie shall pay indemnity amounting to the cost of its repair but if the costs of repair exceed the amount of loss in value, Europejskie shall pay indemnity amounting to the loss in its value, not more however than the real value of the equipment.
2. The real value shall be regarded as the amount which is sufficient to buy the thing in the same standard and quality decreased by the value of operating costs of the lost thing (wear, period of use).
3. The deductible amounting to 200 PLN shall be deducted from indemnity paid by Europejskie in respect of each loss. Deductible shall be regarded as the amount by which Europejskie decrease the indemnity paid.

§ 66 Procedure in case of a loss

1. The Insured shall be obliged to notify, promptly, the nearest police station about any losses which occurred in the consequence of a crime such as burglary or robbery or the loss of ski or sport equipment during a random event or rescue action, by submitting the list of lost or damaged articles (number, value, year of purchase and identification features) and to receive the police report in writing which certifies the loss notification. Moreover, the Insured shall be obliged to submit the above mentioned report to Europejskie.
2. The Insured shall be obliged to notify the management of the hotel or other accommodation unit in which he stays, of any loss occurrence in the place of accommodation, and and get this

notification confirmed in writing with specification of the damaged ski or sport equipment (number, value, year of purchase and identification features).

3. Any losses to the ski or sport equipment entrusted for transport or storage shall immediately be reported to the appropriate carrier, left luggage office or administration, which should be certified in writing. Moreover, the Insured shall be obliged to submit such a certificate to Europejskie. In case latent losses have been found which occurred when the equipment was entrusted to the carrier, it is necessary to demand the carrier to carry out a survey to be certified in writing, as soon as the loss has been found, keeping the period for claims, within 7 days from the date the loss was found, at the latest.
4. The Insured shall be obliged to present the certificate regarding the medical aid provided in connection with the accident or the sudden disease.
5. The Insured shall be obliged to present the ski or sport equipment damaged during the random event, at the request of Europejskie.
6. The Insured shall be obliged to submit loss report form, filled-in properly.
7. Non-fulfillment of any of the duties specified under 1-4 above shall be the basis for indemnity to be refused in total or in part, depending on the extent to which such nonfeasance influenced determination of accident reason, responsibility for the loss or the amount of indemnity.

§ 67 Sum insured

1. Sum Insured for one and all events during insurance period shall be specified in the policy or certificate.
2. The limit of Europejskie's liability in respect of ski equipment amounts to 4000 PLN, without prejudice to the limits specified under § 63 and § 65, item 3.
3. The limit of Europejskie's liability in respect of sport equipment amounts to 4800 PLN, without prejudice to the limits specified under § 63 and § 65, item 3.

V. Personal liability

§ 68 Subject of cover

Europejskie shall provide cover in respect of personal liability during the Insured's trip outside the country of residence. The subject of cover is the civil law-based liability of the Insured in private life related to causing death, injury or health

disorder (personal loss) or the damage of property (material loss) to a third party during.

- a) amateur skiing within SKI package,
- b) practicing high-risk sports, extreme sports and professional sports, as defined under § 11, item 44, let. a), within SPORT package, which the Insured is obliged to compensate in view of the ruling legal regulations.

§ 69 Scope of cover

1. Within its liability, Europejskie shall be obliged to verify the fairness of the claim, to pay indemnities on behalf of the Insured and to reject unjustified claims. Indemnity shall be paid by Europejskie upon confirmation of the claim fairness or on the basis of a legally valid judgment of the court.
2. In the case of a legal dispute concerning the Insured's liability to be determined, Europejskie shall take the necessary legal action, at its expense, acting on behalf of the Insured.
3. Europejskie shall pay the cost of a legal attorney to be appointed or accepted by it for the purpose of representing the Insured at the penal proceedings in the consequence of which the Insured may face the civil liability for his or her act.
4. Europejskie shall bear no liability for the costs resulting out of the lack of the Insured's consent for the composition to be concluded between Europejskie and the sufferer or for the sufferer's claims to be satisfied.

§ 70 Limits of cover

1. The losses specified under § 19 shall be excluded from cover, as well as:
 - a) those done by the Insured to his or her next-of-kin participating in the trip,
 - b) those related to any person being infected with a sickness by the Insured,
 - c) those occurring and caused by practicing the occupation,
 - d) those caused by animals owned by the Insured,
 - e) any losses resulting out of possessing, driving, using mechanical vehicles, air- and water-ships,
 - f) those which occurred during hunting,
 - g) those to pecuniary values, documents, plans, archives, stamp and coin collections or pieces of art,

m) any losses the Insured shall be responsible for in the consequence of a contractual takeover of a third party's liability or extending his or her own liability resulting from the ruling legal regulations,

h) losses in belongings used by the Insured on the basis of a lease, loan for use, or lending contract or any other payable agreement.

2. In the case of material losses the excess to be covered by the Insured shall amount to 200 EUR for each loss. Excess shall be regarded any amount by which Europejskie decreases the indemnity it pays.

§ 71 Duties and procedure in the case of a personal liability insured

1. The Insured shall be obliged to promptly notify Europejskie about the preparatory investigation, legal action or default summons against the Insured, even if the insurance event has been reported before. If the sufferer vindicates a claim versus the Insured, the Insured shall be obliged to notify Europejskie about such a claim within 7 days from the date he received the information about the claim.

2. The Insured shall be obliged to enable Europejskie to take any necessary measures aimed at loss occurrence circumstances, claim fairness and claim amount to be determined. It is the Insured's duty to co-operate with Europejskie in respect of explaining the circumstances of loss occurrence. Moreover, the Insured shall be obliged to provide Europejskie with the detailed and comprehensive loss reports and descriptions. The Insured shall also be obliged to provide Europejskie with any

summons, suits, any extra-judicial acts and judicial documents related to the insurance event.

3. Shall explanatory or judicial proceedings be commenced versus the Insured, he or she shall be obliged to empower an attorney appointed or indicated by Europejskie to conduct the case. Shall the insured receive any

default summons or any other summons sent by public authorities, the Insured shall be obliged to file the objection, without waiting for the appropriate instructions from Europejskie.

4. The Insured shall not be entitled to confirm his or her liability or to accept any composition agreements without the consent of Europejskie. Any measures taken by the Insured and aimed at the sufferer to be satisfied, especially the acknowledgment of his or her claim or conclusion of any composition agreement with the sufferer without the consent of Europejskie issued in writing, shall not be binding on Europejskie.

5. Any sufferer's claim satisfied or acknowledged by the Insured without the required consent of Europejskie issued in writing, is of no effect on the liability of Europejskie.

6. Europejskie shall be entitled to submit explanations on behalf of the Insured, required for the mitigation of or defense against the claim.

7. Inobservance of any of the duties specified under 1-6 above shall constitute the basis for the indemnity to be refused in total or in part, depending on the extent to which such an inobservance influenced the determining the cause of the accident, liability for the loss and the amount of indemnity.

8. Moreover, the Insured shall be obliged to take any possible measures aimed at mitigating the loss and to avoid measures leading to its enhancement; the Insured shall not be entitled to any indemnity if this duty has not been met because of willful action or gross negligence.

§ 72 Sum insured

1. The warranty sum for one and all events during the period of cover which are the consequence of amateur skiing (within SKI package), practicing high-risk sports, extreme sports and professional sports, as specified under § 11, item 44, let. a) (within SPORT package), shall be specified in the policy or certificate.

2. The warranty sum for one and all events with regard to material losses amounts to 20 per cent of the warranty sum specified in the policy or certificate for SKI or SPORT packages, accordingly.

3. Europejskie shall bear liability up to the amount of the warranty sum, without prejudice to § 70, item 2.

These General Insurance Conditions have been approved by virtue of Resolution No. 01/GIC/2010 taken by the Management Board on 30th March 2010 and shall apply to the agreements concluded from 12th April 2010 on.

Signatures of the Management Board

Board President
Richard Bader

Board Member
Torsten Haase

