



1.	Prerequisites for paying compensation and other benefits	Art. 2 par. 4, 5, 6, 8, 9, 10, 12, 14, 18, 19, 21, 22, 25, 28, 29, 30, 32, 39, 40; Art. 5 par. 3–5; Art. 7 par. 3, 4, 5, 6; Art. 9; Art. 10; Art. 15; Art. 16; Art. 18; Art. 20; Art. 22; Art. 24; Art. 26; Art. 28; Art. 29.
2.	Limitations and exclusions of liability of the insurance company giving grounds to refuse the payment of / or to reduce the compensation and other benefits	Art. 3 par. 5, 6; Art. 5 par. 1; Art. 7 par. 5, 7; Art. 8; Art. 9 par. 4, 12, 13, 16, 17; Art. 11; Art. 17; Art. 19; Art. 21; Art. 23; Art. 25; Art. 27; Art. 30; Appendix 1 to the GTC – Table of benefits and limits; Appendix 2 to the GTC – Table of impairments.

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## I. COMMON PROVISIONS

### Article 1. General provisions

1. These General Terms and Conditions of Insurance, hereinafter referred to as GTC, apply to insurance contracts concluded between Inter Partner Assistance S.A. with registered office in Brussels operating in Poland through Inter Partner Assistance S.A. Branch in Poland, comprising the AXA group, hereinafter referred to as Insurer, and the Policyholders.
2. The insurance contract may be concluded on someone else's behalf, in this case the provisions of these GTC apply accordingly to the person on behalf of which the insurance contract has been concluded.

### Article 2. Definitions of terms

The terms used in these GTC, and other documents associated with the insurance contract will have the following meanings:

1. **Tourist agent** - a tourist entrepreneur other than a Tourism organizer who, based on an agency agreement, sells, or offers for sale tourist events created by the Tourism organizer.
2. **Agent** - an authorized representative of the Insurer acting as an intermediary while signing insurance contracts.
3. **Terrorist act** - ideologically motivated, planned, and organized actions of individual persons or groups resulting in the violation of the existing legal order, undertaken in order to extort specific behaviours or services from state authorities and society.
4. **Amateur sport** - activity of the Insured, the purpose of which is relaxation and entertainment, provided that they are carried out in designated places, on marked routes, paths and reservoirs, e.g.: aerobics, cycling, hockey, horse riding, ice skating, skiing / snowboarding, water scooters and snowmobiling, quads, canoeing and rafting to the degree of difficulty WW2, basketball, snorkeling, trekking without the use of specialized equipment and up to 3,500 meters above sea level, via ferrata of difficulty level A, windsurfing, sailing up to 12 nautical miles from the coast.
5. **Vehicle failure** - is a random, unforeseen, improper functioning of the vehicle, due to internal reasons of mechanical, electrical, electronic, or hydraulic origin causing its immobilization, or which prevents driving in a safe manner or in accordance with the provisions in force in the country of the failure.
6. **Baggage** - personal items usually used during a Trip, owned by the Insured and which the Insured took on the Trip, or items which were purchased by the Insured in a documented manner during a Trip, including Electronic devices. Depending on the chosen variant, the insurance may include Company equipment and Sports equipment.
7. **Assistance Call Center** - organizational unit dealing, on behalf of the Insurer, with arranging and rendering assistance services to the Insured as specified in these GTC and in adjusting claims.
8. **Chronic disease** - all disorders or deviations from the norms, in the health condition, which were diagnosed, treated, or showed symptoms during the period of 24 months prior to the date on which the insurance contract was concluded.
9. **Electronic devices** - items owned by the Insured: mobile phone, photographic equipment, cameras, computer equipment, home electronics, electronic games, home appliances.
10. **Hospitalization** - hospital treatment associated with the need to stay in hospital for at least 24 hours.
11. **Tourist event** - a combination of at least two different types of travel services (e.g., accommodation, transport, car rental) for the same Trip.
12. **Natural disaster** - destructive action of the forces of nature in the form of fire, lightning, wind, hailstorm, hurricane, flood, avalanches, landslides, volcano eruptions, earthquakes.
13. **Customer** - Policyholder, Insured, beneficiary, heir with a legal interest in establishing liability or fulfilling a benefit and person seeking insurance cover, being a natural person, legal person or entity not possessing a legal personality.
14. **Theft with burglary** - attempt to seize or seizure of an item belonging to the Insured by a third party by breaking-in, i.e., entering locked premises,

by unlawfully breaking security devices or overcoming another security obstacle using force.

15. **Country of permanent residence** - the country in which the Insured is currently covered by the general health insurance or the country in which the Insured resides with the intention of permanent residence.
16. **Places with extreme climatic conditions** - terrains such as desert, bush, tundra, taiga, jungle, glacial terrain, and snowy areas, when they require the use of specialized safety or belay equipment.
17. **Place of residence** - a residential apartment or single-family home located the Country of permanent residence in which the Insured lives permanently.
18. **Sudden illness** - sudden health disorder, which, due to its nature, poses a direct threat to life or health of the Insured regardless of will and requires immediate, necessary treatment.
19. **Personal accident** - unexpected and sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of its will, suffered a health disorder, physical injury or died.
20. **Tourism organizer** - an entrepreneur organizing a tourist event, entered into the relevant register, and conducting business in accordance with the law specifying the provision of tourist services.
21. **Relative** - person living in the same household with the Insured on the day the Insured event occurs, being for the Insured:
  - a) a spouse or life partner;
  - b) child, stepchild, adopted child or child adopted into custody;
  - c) parent, adopter, father-in-law, mother-in-law, stepfather, stepmother,
  - d) grandfather, grandmother, grandchild, sibling, son-in-law, daughter-in-law.

With regard to Trip Cancellation insurance, a Relative means a spouse, children, parents, legal guardians, parents-in-law, siblings, grandparents, grandchildren, and cohabiting couples who are not co-insured at the same time.

22. **Trip** - temporary change of the location includes travel to stay outside of Poland or the Country of permanent residence and return to the Place of residence of the Insured.
23. **Policy** - a document issued by or on behalf of the Insurer as confirmation of the conclusion of an insurance contract under these GTC.
24. **Manual labour** - performance by the Insured for non-profit (e.g., practice, volunteering, training) or earning purposes (regardless of the legal basis of employment), which are based mainly on muscle strength and manual or practical skills (e.g. activities performed with the use of dangerous tools, work at heights, renovation and construction work, underground work, unloading in transport).
25. **Robbery** - use of violence or a threat to use violence directly by a third party against the Insured to seize property belonging to the Insured.
26. **Complaint** - Customer's address to the Insurer in which the Customer presents reservations to the services rendered by the Insurer.
27. **High risk sports** - Competitive sports and participating in expeditions to Places with extreme climatic conditions; as well as sports disciplines, which require extraordinary skills, courage and action in high risk conditions and/or contain elements of acrobatics, in particular: downhill, disciplines related to air travel, freedive, go-carting, football, canoeing and rafting WW3-WW5, kite-surfing and all of its variants, mountain biking, archery (including half-marathon and ultramarathon), off-road skiing and snowboarding, diving with a breathing apparatus below 10 m (with instructor or required certificate), rugby, speleology, motor sports (except quads and scooters), martial arts and sports, trekking with the use of specialized equipment or at altitudes 3,500 meters above sea level, via ferrata of difficulty level B to E, combined events, climbing, sailing over 12 nautical miles from the coast.
28. **Rehabilitation equipment** - the following equipment recommended by the attending physician in the medical documentation: crutches, cervical collar, corset, light plaster cast, sling, orthosis.
29. **Business equipment** - electronic devices and advertising accessories, models, sales prototypes belonging to the Insured's employer or principal,

entrusted to the Insured for the purpose of fulfilling the company's obligations.

30. **Sports equipment** – equipment and devices used for sport purposes.
31. **Geographical zones** - three geographical zones:
  - 1) **Europe** - the geographical region of Europe including the countries of the Mediterranean basin, i.e., Algeria, Cyprus, Egypt, Georgia, Israel, Lebanon, Libya, Malta, Monaco, Syria, Tunisia, Turkey, the Canary Islands and Russia (including its Asian part);
  - 2) **World without US and Canada** - all countries of the world, excluding the U.S. and Canada, Antarctic, and Arctic;
  - 3) **World** – all countries of the world excluding Antarctic and Arctic.
32. **Permanent health impairment** - permanent physical bodily injury or loss of health arisen as a result of a Personal accident, listed in Table of impairments attached as Appendix 2 to these GTC.
33. **Policyholder** - natural person, legal person or organizational unit not having legal personality, which concluded an insurance contract with the Insurer.
34. **Insured** - natural person who is covered by the insurance contract.
35. **Beneficiary** - person designated by the Insured, entitled to receive the benefit in case of the Insured's death. If the Beneficiary is not appointed, the benefits are due to the heirs of the Insured in the order and amount consistent with the rules of statutory succession.
36. **Service provider** - entity possessing appropriate competencies and authorizations to provide specialized consultancy services to the Insured in relation to the occurrence of the Insured event, for instance, attorney-at-law, legal counsel, expert witness, assessor, translator/interpreter.
37. **Co-Insured** – person traveling together with the Insured, whose data are contained in the same booking document, or which is insured under the same policy.
38. **Competitive sports** - regular and intense form of sport activity consisting of:
  - 1) participation in trainings, competitions, or fitness camps in relation to belonging to a section or sports club,
  - 2) participation in competitions organized by any organization dealing with physical culture or a sports club, as well as preparations for them;
  - 3) practicing sports professionally - for profit (in particular by instructors and sports coaches).
39. **COVID-19 illness** - a sudden disorder of state of health which occurred as a result of infection with the SARS-CoV-2 virus (confirmed by a test performed in accordance with the doctor's recommendation after an examination), which poses a direct threat to life or health and requires the necessary immediate treatment.
40. **Insured event** – event covered by the insurance contract which occurred during the insurance period, on the basis of which the Insurer's obligation to render an insurance benefit to the Insured or third party arises in accordance with the provisions of these GTC. Events caused by a single cause and covering all circumstances and their consequences, connected by a cause-and-effect relationship, time of occurrence or another direct factor, will be deemed to constitute a single Insured event.

#### **Article 3. Conclusion of the insurance contract**

1. The insurance contract is concluded at the request of the Policyholder.
2. In case of group insurance (where one insurance contract covers at least 2 persons) all persons on behalf of which a given insurance contract was concluded are covered by the same insurance coverage (same variant) and the sums insured and limits of indemnity apply to every Insured separately. It is possible to extend the coverage of individual Insureds in the case of extending insurance cover specified in Article 5 par. 4.
3. In case of concluding an insurance contract via the website, detailed information about the insurance contract conclusion process is contained in the Regulations for concluding distance contracts, available at [website or app](#), through which the insurance contract is signed.
4. If the Policyholder takes out insurance on behalf of a third party (Insured), he is obliged to give the Insured the GTC and to acquaint him/her with the tenor of the insurance contract and to inform the Insured about his/her rights and obligations.

5. The signing of the Trip Cancellation/Interruption insurance is possible after booking of the Tourist Event, air ticket or accommodation and payment of at least part of the due amount (advance payment) no later than 29 days before the date of the planned Trip, and if at the time of conclusion of the insurance agreement there are less than 29 days left to the departure, then the conclusion of the insurance agreement can only take place on the same day on which the reservation was made and the fees were paid.
6. The insurance contract is deemed to be signed when the Policyholder receives the Policy, provided that the insurance premium is paid.
7. The tenor of the legal relationship under the insurance contract ensues jointly from these GTC and the Policy.

#### **Article 4. Withdrawal from the insurance contract**

1. If the insurance contract is concluded remotely, the Policyholder, as a consumer, has the right to withdraw from the insurance contract whose insurance period is at least 30 days within 30 days from being informed about the conclusion of the contract or from the date of confirmation of the information referred to in Art. 39 sec. 3 of the Act of 30 May 2014 on consumer rights, if it is a later date.
2. If the insurance contract is concluded in another manner and the insurance contract is concluded for a period longer than six months, the Policyholder has the right to withdraw from the insurance contract within 30 days, and if the Policyholder is an entrepreneur, within 7 days from the date on which the contract is concluded.
3. Exercise of the rights stipulated above in par. 1 and 2 does not release the Policyholder from the obligation to pay the premium for the period during which the Insurer provided insurance cover. The Policyholder is entitled to reimbursement of the insurance premium from the Insurer for the period in which the Insurer did not provide insurance coverage.
4. In the case of insurance contracts for multiple Trips in accordance with Art. 7 par. 2 point 2) The Policyholder has the right to terminate the insurance contract at any time, however, with a three-month notice period, which is calculated from the first day of the calendar month following the month in which the Insurer received a notice of termination of the insurance contract.

#### **Article 5. Insurance coverage**

1. The insurance covers Insureds in the Insurance period during their Trip to the selected Geographical zone outside of Poland and the Country of permanent residence.
2. The coverage, the insurance variant and its territorial range are indicated in the Policy.
3. The insurance coverage depending on the variant (in accordance with Appendix 1 - Table of benefits and limits) covers the following types of risks:
  - 1) Medical expenses and assistance,
  - 2) Personal accident,
  - 3) Baggage,
  - 4) Third-party liability in private life,
  - 5) Abandoned property insurance.
4. Additionally, depending on the selected variant, the insurance contract may cover events related to:
  - 1) High risk sports in the scope of insurance of medical costs and assistance, Personal accident, Luggage and Third-party liability in private life,
  - 2) Manual labour the scope of insurance of medical costs and assistance and Personal accident.
5. The insurance cover may be extended by the following additional clauses:
  - 1) Trip Cancellation / Interruption,
  - 2) Moto assistance,
  - 3) Continuation of treatment in Poland.

#### **Article 6. Insurance premium**

1. The Insurer specifies the insurance premium on the basis of the rates in effect on the day the insurance contract is concluded. The amount

depends on the coverage and insurance variant, the insurance period, the Geographical zone, and the number of Insureds and in the case of Trip Cancellation/Interruption insurance, on the costs incurred for the Tourist event, airline tickets or accommodation.

2. The insurance premium is expressed in Polish zlotys. Its value is indicated in before the conclusion of the insurance contract and in the Policy.
3. The insurance premium is payable once for the entire insurance period or in monthly instalments. Payment in instalments is only possible for insurance contracts concluded for multiple Trips, indicated in Article 7 par. 2 item 2)
4. If the premium is paid in instalments, failure to pay the next instalment of the premium causes the Insurer's liability to cease, after unsuccessful summoning of the Policyholder to pay the overdue payment within 7 days from the date of receipt of the request.
5. The obligation to pay the premium encumbers the Policyholder.
6. The payment of the insurance premium takes place upon crediting the account of the entity providing payment services to the Insurer or Agent with insurance premium if the Policyholder uses distance payments.

#### **Article 7. Insurance period**

1. The insurance period is indicated in the Policy, and it is the period during which the Insurer grants insurance cover.
2. The insurance period is:
  - 1) minimum one day, and maximum one year for One-Off Trips;
  - 2) one year for multiple Trips, with the insurance cover being provided only for the first 60 days of each Insured Trip made during the insurance period, regardless of their number.
3. The insurance cover starts only with respect to insurance contracts which have been successfully concluded (i.e., for which the insurance premium has been paid).
4. The insurance cover and the right to benefits under the insurance contract commence from the date indicated in the Policy and ends at the end of the insurance period, subject to par. 2 item 2 and par. 5 below and subject to the fact that:
  - 1) for Medical Expenses and Transport, Baggage, Third-Party Liability, abandoned property and moto assistance - it starts when the Insured crosses the border of the Country of permanent residence upon exit and ends when the Insured crosses the border of his Country of permanent residence upon his return from the Trip;
  - 2) for Personal accident, it starts not earlier than when the Insured leaves the Place of residence with the immediate intention of starting the Trip, and ends when the Insured returns to the Place of residence after the end of the Trip;
  - 3) for the Trip Cancellation prior to its commencement, it starts on the day after the date specified in the Policy as the date of signing of the insurance contract, and ends at the start of the Tourist Event, plane take-off in the case of an airplane ticket or first check-in case of accommodation;
  - 4) for the Trip Interruption, it starts with the end of the coverage of Trip Cancellation and ends with the start of the last day of the Trip.
5. In a situation where the start of the insurance period falls on the same day on which the insurance contract is concluded, insurance cover starts after the lapse of four hours counting from the moment the insurance premium is paid. This rule does not apply if the insurance contract is being renewed, and the renewal takes place before the end of the insurance period ensuing from the previous insurance contract concluded on behalf of the given Insured with the Insurer.
6. The insurance period, and thus insurance cover, is automatically extended by the time needed to return to the Place of residence, though not longer than 48 hours, in case of inability of the Insured to return from a Trip on the initially planned date, for the following reasons:
  - 1) Natural disaster and rescue conducted in relation to its occurrence;
  - 2) Breakdown of a means of transport in which the Insured planned to return;
  - 3) Cancellation of or delay in the departure of the means of return transport due to poor atmospheric conditions making the Trip unsafe;

- 4) Terroristic act;
- 5) Accident of the means of transport making it impossible to travel back on time;

In case of a prolongation of the Trip abroad for the aforementioned reasons, the Insured is obliged to immediately contact the Assistance Call Center to inform the Insurer about this fact.

#### **7. The Insurer's liability expires:**

- 1) upon exhausting the sum insured for a given risk or limit for a benefit – in relation to that risk or limit;
  - 2) on the day the Policyholder withdraws from the insurance contract;
  - 3) on the day of the Insured's death with regards to that Insured;
  - 4) on the last day of the insurance period;
- whatever happens first.

#### **Article 8. Sum insured**

1. The amount constituting the upper limit of the Insurer's liability for losses sustained in the insurance period.
2. The sum insured for individual variants, risks and benefits is indicated in the Table of benefits and limits, attached hereto as Appendix 1.
3. The sum insured and the limit are set as the upper limit or liability under a given risk regardless of the number of Insured events and are determined for each Insured separately, except for Trip Cancellation/Interruption insurance, for which sum insured is determined for all Insureds jointly. Every benefit realized in relation to a given risk reduces the sum insured and the limit.
4. In case of Trip Cancellation / Interruption insurance, the sum insured is the paid Tourist Event price specified in the contract, the price of tickets or accommodation, however, not more than PLN 45,000 for all Insureds together.

#### **Article 9. Determination of the justness of the claims and the value of the benefits**

1. Should the Insured event occur, the Insured is obligated to contact the Assistance Call Center without delay via available means of electronic communication or at the 24h number +48 22 575 97 28 and notify the Insurer about the event occurrence by providing true information about the occurrence and consequences of such event and all other insurance contracts pertaining to the same risks.
2. Determining the legitimacy of claims and the amount of benefits due is carried out on the basis of the complete documentation submitted by the Insured or obtained by the Insurer.
3. In the event of a claim for the provision of medical services under the insurance contract, the Insurer may request that medical documentation is delivered (in case of difficulties in obtaining them by the Insurer), further consents and statements are submitted, necessary to determine the Insurer's liability and benefits. In particular, the Insurer may request consent:
  - a) to provide access to information about the health state by the entity conducting the medical activity,
  - b) to obtain information from the National Health Fund,
  - c) to obtain information from other insurers.
4. In the case of medical expenses and assistance insurance, if the Insured incurred costs without contacting the Assistance Call Center, the Insurer may reimburse costs up to the amount of the costs incurred by the Assistance Call Center while arranging a given benefit.
5. At the request of the Insurer, if the documents indicated in these GTC prove to be insufficient, the Insured may be asked to submit other documents necessary to determine the legitimacy of the claims and the benefit, which the Insurer is unable to obtain on its own.
6. In the event of the Insured's death, the Beneficiary is obliged to submit a summary death certificate of the Insured and the set of documents provided for in these GTC for a given Insured Event, unless these documents can be obtained by the Insurer.
7. The Insurer will pay the benefit within 30 days from the day on which the occurrence of the Insured event is reported.

8. If it is impossible to clarify the circumstances necessary to determine the Insurer's liability or the value of the benefit within the above deadline, the benefit will be realized within 14 days from the day on which, taking all due care, it became possible to clarify those circumstances, with a reservation that the indisputable part of the benefit will be realized by the Insurer within the deadline stipulated in par. 7 of this Article.
  9. If the benefit is not due or is due at a different amount from the one specified in the claim, the Insurer will inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the benefit.
  10. The benefit is paid in Polish zlotys, with the exception of direct payments to foreign health care institutions or other foreign entities.
  11. The conversion into Polish zlotys of expenses incurred in foreign currencies is made at the average NBP exchange rate binding on the day of incurring the cost of benefit.
  12. In addition, the following provisions shall apply to define the amount of the benefit in case of the Personal accident insurance:
    - 1) in order to determine the benefits in case of a Personal accident it is necessary to establish the cause-and-effect relationship between the Personal accident and the Permanent health impairment or death of the Insured.
    - 2) permanent health impairment is deemed to be only and exclusively those types of damage, which are listed in the Table of impairments attached hereto as Appendix 2;
    - 3) When determining the degree of a Permanent health impairment the type of work being performed by the Insured is not considered;
    - 4) The degree of Permanent health impairment is determined based on the Table of impairments attached hereto as Appendix 2;
    - 5) The certified degree of Permanent health impairment is expressed as a percentage and constitutes the basis for calculating the value of the benefit which corresponds to the percentage of the sum insured.
    - 6) In a situation where the Insured sustained more than one Permanent health impairment, the overall degree of the health impairments equals to the sum of all percentages determined in case of each impairment, however, the sum cannot exceed 100%.
    - 7) In situations where the Permanent health impairment consists in the loss of or damage to an organ or system whose functioning was impaired already before the Personal accident, then the degree of the Permanent health impairment constitutes the difference between the percentage of impairment after the Personal accident and the percentage of impairment before the Personal accident.
    - 8) When the Insurer paid out the benefit in virtue of Permanent health impairment before the Insured's death, then the death benefit is reduced by the amount of the benefit previously paid.
  13. In addition, the following provisions shall apply to define the amount of the benefit in case of Baggage insurance:
    - 1) The amount of compensation shall be determined on the basis of the cost of repair of the Travel Luggage in case of its damage or on the basis of the value of the constituent items of the Travel Luggage in case of their loss, provided that the value of the items shall be determined on the basis of proofs of purchase (bills, receipts of payment) or by reference to the value of a new item with identical properties, but taking into account the level of wear and tear of the lost item in accordance with the following rules:
      - a) Items up to 1 year - payment of 90% of the purchase price
      - b) Items up to 2 years - payment of 70% of the purchase price
      - c) Items up to 3 years - payment of 50% of the purchase price
      - d) Items up to 4 years - payment of 30% of the purchase price
      - e) Items up to 5 years old - payment of 20% of the purchase price
      - f) Items older than 5 years - no pay-out;
    - 2) The extent of the loss is not affected by the sentimental, historical, collector's or scientific value of the given item.
    - 3) If stolen items are recovered, the Insured should notify the Insurer about this fact. If the Insurer has already paid the compensation for the recovered items, he is entitled to claim for the refund of an amount of compensation by the Insured or a claim for the assignment by the Insured of the ownership rights to the recovered items. If the compensation has not been paid yet, the Insurer pays the amount taking into account the fact of the Insured has recovered said items.
  - 4) The Insurer pays a benefit in the amount which is not recognized by a professional carrier or another entity responsible for the baggage the moment it got damaged or lost, up to a maximum amount equal to the sum insured.
  14. In addition, the following provisions shall apply to define the amount of the benefit in case of third-party liability insurance:
    - 1) In situations where the Insured is informed about preparatory proceedings being launched against him/her or about an action being brought to court against him/her, the Insured is obliged to immediately – not later than within 7 days – inform the Insurer about this fact, also if the Insured has previously informed the Insurer about the occurrence of an Insured event. At the same time, the Insured is obliged to provide the Insurer with all documents and information related to the loss and necessary to determine liability under the third-party liability insurance;
    - 2) Satisfaction or recognition by the Insured of a claim to remedy the insured loss has no legal effect against the Insurer if the Insurer has not expressed prior consent.
    - 3) If the Insured recognizes the claim of the aggrieved party for compensation for the Loss and satisfied it, the Insured is obliged to allow the Insurer to perform activities necessary to determine the circumstances of occurrence of the Loss, the justness, and the value of the claim.
  15. Moreover, in order to determine the benefit in the event of Trip Interruption, unused travel services shall mean the unused portion of the benefits provided in the Trip booking agreement (in the case of a Tourist Event and accommodation booking - a certain percentage of the Trip price corresponding to unused Trip days, in the case of airline tickets - reimbursement of the cost of unused tickets).
  16. Moreover, to determine the amount of the loss suffered by the Insured in the abandoned property insurance, the following is taken into account:
    - 1) The cost of repair of individual items in case of damage or the value of these items in case of loss, with the proviso that the value of the items is determined based on proof of purchase (bills, payment receipts) or by reference to the value of a new item with identical properties, but considering the level of wear and tear of the lost item in accordance with the following rules:
      - a) Items up to 1 year - payment of 90% of the purchase price
      - b) Items up to 2 years - payment of 70% of the purchase price
      - c) Items up to 3 years - payment of 50% of the purchase price
      - d) Items up to 4 years - payment of 30% of the purchase price
      - e) Items up to 5 years old - payment of 20% of the purchase price
      - f) Items older than 5 years - no pay-out;
    - 2) The cost of repairing damaged insured items, taking into account the average market prices of services and materials applicable on the local market or the cost of repair on the basis of bills submitted by the Insured. The repair cost cannot exceed the value of the insured item.
  17. If the Insured deliberately failed to fulfil his obligations under these GTC, the Insurer may reduce the benefit to the extent that failure to fulfil this obligation contributed to preventing the establishment of circumstances affecting the Insurer's liability.
- Article 10. Procedure in the event of a loss**
1. Duties of the Insured ensuing from the provisions of this Article also apply to the person filing a claim for the insurance benefit.
  2. The Insured is obliged, as far as possible, to prevent the loss from increasing and to limit its consequences.
  3. In case of an Insured Event, the Insured is obliged:
    - 1) to supply all available information necessary to determine the right to benefits, in particular: PESEL number or date of birth, first and last name of the Insured;
    - 2) to clearly explain the circumstances of the Insured Event, in particular, the date and place of its occurrence;

- 3) to provide a phone number at which the Assistance Call Center may contact the Insured.
4. Moreover, the Insured is obliged:
  - 1) to follow the guidelines and interact effectively with the Assistance Call Center;
  - 2) to authorize, in the required form, the Assistance Call Center to seek information and opinions of doctors conducting treatment and other persons or institutions in matters related to the Insured Event in the scope resulting from the provisions of law;
  - 3) make every effort to collect all documents regarding the Insured Event necessary to establish the legitimacy of the claim, which the Insurer cannot obtain on its own.
5. The Insured will submit a claim to the Insurer within 7 days from returning to the Country of residence.
6. Depending on the type of Insured event, the claim should contain:
  - 1) completed and signed loss report form; and to the best of Insured's ability;
  - 2) medical documents which describe the type and nature of injuries or symptoms, containing a precise diagnosis and treatment prescribed;
  - 3) police report or protocol drawn up by another institution in case of events related to the intervention of the given authorities (including confirmation of Theft with burglary or Robbery with the identification of lost items, with information on their type and quantity and at least approximate value;
  - 4) receipts and proofs of their payment;
  - 5) statements of victims or witnesses of the incident;
  - 6) receipt for acceptance of Baggage into the storage room or confirmation of its delay;
  - 7) information from the carrier or other entity on the amount in which the claim of the Insured was recognized regarding the same subject matter;
  - 8) documents confirming ownership of lost items.

#### **Article 11. General exclusions of liability**

1. The Insurer is not liable if the Insured:
  - 1) is acting contrary to the instructions of the attending physician in so far that it has affected the occurrence or increased the injury;
  - 2) remains in an area 6500 meters above sea level, in the Antarctic or Arctic.
2. The Insurer is not liable for events being a consequence of:
  - 1) intentional actions of the Insured or his/her co-habitant;
  - 2) gross negligence of the Insured, unless the payment of the benefit in these circumstances complies with the rules of equity;
3. The insurance does not cover cases in which the event occurred as a consequence of:
  - 1) hoodlum behaviour, participation in fights or committal of a crime by the Insured or an attempt of the Insured to commit a crime;
  - 2) active participation of the Insured in mutinies, demonstrations, uprisings or unrests, public acts of violence, strikes or as a result of intervention or decision of public authorities;
  - 3) lack of appropriate valid authorizations to perform a given activity, for instance, driving license of a given category, license to dive without an instructor;
  - 4) failure to take preventive vaccinations required by the World Health Organization prior to taking a Trip to a given country;
  - 5) sexually transmitted diseases, AIDS, HIV;
  - 6) mental disorders;
  - 7) the Insured remaining under the influence of psychoactive substances;
  - 8) exacerbation of Chronic diseases, in Urlopowicz variant;
  - 9) practicing sports outside specially designated places;
  - 10) participation in animal hunting;
  - 11) driving while intoxicated or after drinking alcohol;
  - 12) participation in competitions or rallies as a driver, pilot, or passenger of any motor vehicles, also during trial and test runs;
  - 13) performance of stunts;

- 14) fulfilling the function of a soldier, policeman, member of other uniformed forces or another unit or security forces;
4. Moreover, the insurance does not cover cases where the event:
  - 1) took place as a result of a suicide, attempted suicide or as a result of intentional self-inflicted bodily injury, regardless of the state of sanity;
  - 2) occurred during a Trip commenced by the Insured after the Ministry of Foreign Affairs of the Republic of Poland published a highest degree warning against travels to a given territory;
  - 3) was caused by chemical or biological contamination or a nuclear threat;
  - 4) was caused by epidemics (excluding the events specified in Article 2 paragraph 40 in connection with Article 15 paragraph 2, Article 29 paragraph 3a and specified in Article 16 paragraph 2 point 2 and Article 29 paragraph 3c of these GTC);
  - 5) occurred during the use of pyrotechnic materials.
5. The Insurer will not refund the costs of telephone calls to the Insurer.

#### **Article 12. Recourse claims**

1. On the day the benefit is paid the claims against the third party liable for the loss are transferred to the Insurer, up to the amount of the benefit paid by the Insurer. In a situation where the Insurer covered only a part of the loss, the Insured has priority of satisfaction of claims before the Insurer's claims as regards the remaining part.
2. The Insured's claims referred to in par. 1 hereof against persons with whom the Insured lives in the same household or for which is responsible are not transferred to the Insurer unless the perpetrator caused the loss intentionally.
3. The Insured is obliged to offer assistance to the Insurer in pursuing claims for compensation against persons responsible for the loss by providing the necessary information and documents and to make it possible to take actions necessary to pursue recourse claims.

#### **Article 13. Complaints and court disputes**

1. Complaints are filed:
  - 1) in writing:
    - a) in person at the Insurer's registered office or the Agent's branch;
    - b) by post to the Insurer's address:  
Quality Department of Inter Partner Assistance Polska Sp. z o.o.  
ul. Giełdowa 1; 01-211 Warszawa
  - 2) electronically to the e-mail address: quality@axa-assistance.pl.
2. The Complaint should contain the following data:
  - 1) Customer's first and last name; company's name;
  - 2) the Customer's full correspondence address, or
  - 3) e-mail address to which the reply should be sent;
  - 4) indication of the insurance contract referred to in the Complaint;
  - 5) description of the problem being reported as well as the subject and circumstances justifying the Complaint;
  - 6) actions expected by the Customer;
  - 7) if the Customer expects that the reply be sent by electronic mail – the Customer's request in this regard.
3. If in the process of considering the Complaint it is necessary to obtain additional information related to the notification, the Insurer will ask the Customer to provide such information,
4. The Insurer will reply without unnecessary delay, not later though than within 30 days of receiving the Complaint. To observe the deadline, it is sufficient to send the reply before the deadline is up.
5. In particularly complicated cases which make it impossible to consider the Complaint and to reply to it within the deadline referred to in par. 4, the Insurer:
  - 1) explains the reason for the delay;
  - 2) indicates the circumstances which must be clarified in order for the case to be examined;
  - 3) indicates the anticipated date by which the Complaint will be examined, and a reply given.

6. The Insurer's reply will be sent to the postal address, unless the Customer asked that the reply be sent by electronic mail, in this case the reply will be sent electronically to the e-mail address.
7. The Customer may take legal action. The action for claim under the insurance contract may be brought before a competent court in accordance with the law on general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, or the Place of residence of the Insured, the person entitled or their heirs.
8. The Customer being a consumer may also ask a competent local District (Municipal) Consumer Ombudsman for assistance.
9. The Customer has the right to apply to the Financial Ombudsman to conduct a procedure aimed at settling a consumer dispute associated with the insurance contract out-of-court. More information about this subject is available on the Financial Ombudsman's website at <https://rf.gov.pl/>.
10. In the case of an insurance contract concluded through the website, it is possible to conduct out-of-court proceedings to resolve a dispute between a consumer living in the European Union and the Insurer through the online ODR platform at <http://ec.europa.eu/consumers/odr/>. The Insurer's email address is [quality@axa-assistance.pl](mailto:quality@axa-assistance.pl).

#### Article 14. Final provisions

1. All declarations, notifications and applications related to the insurance contract and submitted to the Insurer, excluding those which, on the basis of these GTC, are conveyed to the Assistance Call Center, should be submitted in writing under the pain of nullity. The documentation related to determining the liability of the insurer addressed to the Assistance Call Center and Complaints may be delivered via e-mail to the address [likwidacja@axa-assistance.pl](mailto:likwidacja@axa-assistance.pl). At the request of the Assistance Call Center, in justified cases, the Insured is obliged to make available to the Insurer originals of documents previously sent by e-mail.
2. The Polish language applies in all contacts and correspondence with the Insurer. Foreign languages are allowed in case of medical records; however, the Insurer may demand that the documentation be translated by a sworn translator into Polish.
3. In case of insurance contracts to which these GTC apply are governed by the Polish law.
4. Assistance to the Insured in relation to the Insured event is provided in accordance with the laws of the country in which it is provided or as part of international laws.

## II. MEDICAL EXPENSES AND ASSISTANCE

#### Article 15. Subject and insurance coverage of medical expenses and medical assistance

1. The insurance covers medically required and documented expenses and related assistance costs of the Insured, who had to undergo treatment in relation to the Insured Event.
2. An Insured Event in the case of medical expenses and assistance insurance is:
  - 1) a Sudden illness of the Insured;
  - 2) COVID-19 illness of the Insured or
  - 3) Personal accident of the Insured,
 which occurred in the insurance period during a Trip, and which requires necessary and immediate treatment abroad, aimed at stabilizing the Insured's health to such an extent so that he or she can continue the Trip or return to the Country of permanent residence and possibly continue treatment.
3. Medical expenses and medical assistance shall mean expenses incurred to cover:
  - 1) **examinations** necessary to make a diagnosis and to commence treatment;
  - 2) **medical consultations** necessary in view of Insured's health;
  - 3) **hospitalization** while providing standard medical care and related medical costs (including costs of surgery, anaesthesia, medicines, hospital food);

- 4) **medical supplies** - medicines, dressings, auxiliary and orthopaedic devices prescribed by a doctor;
- 5) **dental services** for acute dental pain conditions treated with extraction or using a primary filling (including X-ray). The sub-limit of the sum insured for this benefit indicated in the Table of benefits and limits applies to all illnesses taking place in the insurance period. This limit does not apply to the costs of dental treatment associated with a Personal accident;
- 6) **transport of the Insured to / from a medical facility** (including doctor's visit to the Insured) from the place of the Insured Event, justified by the Insured's health condition and accepted by the Assistance Call Center;
- 7) **transport between facilities** - from one medical facility to another, if required by the Insured's health condition;
- 8) **rescue** - intervention of an ambulance or helicopter transfer from the place of an Insured Event to the nearest appropriate medical facility, if required by the Insured's health condition;
- 9) **transport to the Country of permanent residence** - repatriation of the Insured by means of transport adapted to his health condition, if for health reasons it was impossible to use the originally planned means of transport (the decision is made by the Assistance Call Center Doctor in consultation with the Insured and a doctor in charge).
- 10) **transport to the Place of residence** if, for health reasons, the Insured has limited mobility in relation to the Insured Event and upon his return to the Country of permanent residence, he requires transport to the Place of residence (the decision on the choice of means of transport is made by the Assistance Call Center doctor in consultation with the Insured and the doctor in charge).
- 11) **extended stay of the Insured abroad**, if the originally planned period of the Trip expired, and the Insured in relation to the Insured Event could not make the return journey on the scheduled date and planned means of transport and at the same time does not require Hospitalization.  
The Insurer covers the costs of accommodation and the costs of boarding of the Insured for a period necessary to organize transport (repatriation) compliant with the provisions of par. 3 item 9) of this Article;
- 12) **transportation and stay of a guardian accompanying a minor Insured**, if the benefits indicated in par. 9, 10 and 11 above are provided for a minor Insured, the Insurer will also cover their costs for one guardian accompanying the Insured;
- 13) **transport and stay of a Relative called to assist an underage Insured** if, during the Trip abroad, the Insured must be hospitalized as a result of an Insured Event and is not accompanied by an adult.  
The Assistance Call Center, in consultation with the Insured, takes a decision regarding the organization and coverage of transport costs to the Insured's place of hospitalization and back (by train or bus, and when the travel time exceeds 12 hours - by economy class) and accommodation costs for one person indicated by the Insured.
- 14) **transport and stay of a Relative called to the Insured** indicated by the Insured, if during a Foreign Trip the attending physician determines that the Insured must be hospitalized for more than 10 days as a result of an Insured Event or if the physician treating the Insured ascertains a life-threatening condition.  
The Assistance Call Center, in consultation with the Insured, takes a decision to arrange and cover transport costs to the Insured's place of hospitalization and back (by train or bus, and when the travel time exceeds 12 hours - by economy class) and accommodation costs for one person indicated by the Insured;
- 15) **transport of the body and purchase of the Insured's transport coffin** to the place of burial in the Country of permanent residence if the Insured died during the Trip as a result of the Insured Event.  
The Assistance Call Center, in concert with a Relative, takes care of all formalities, chooses the method, and means of transport and makes arrangements.

The Assistance Call Center may organize and cover the costs of cremation and transporting the urn with the Insured's ashes to the Country of permanent residence or of a burial of the Insured abroad, up to a maximum amount equal to the costs which the Assistance Call Center would have incurred organizing the transport of the body to Poland.

#### **Article 16. Subject and insurance coverage of other assistance**

1. Additionally, depending on the insurance variant chosen, Assistance includes assistance during a Trip.
2. The subject of Assistance insurance are services including:
  - 1) **Assistance Call Centre available 24/7;**
  - 2) **insurance against quarantine or isolation** - if during the Trip the Insured does not suffer from COVID-19 illness as defined (inter alia Insured's health condition does not require treatment) but is subjected to the necessity of quarantine or isolation in order to prevent the spread of the COVID-19 disease, on the basis of a named and documented decision of the local administrative authorities, he/she shall be entitled to the following benefits:
    - a) **extended stay of the Insured abroad** - if the originally planned period of the Trip has expired and the Insured could not make the return trip at the planned time and by the planned means of transport. The Insurer shall cover the costs of the Insured's stay for the period necessary to organize transport (repatriation) in accordance with the provisions of Art. 16 par.2 point 2b;
    - b) **transport to the Country of permanent residence** - if the Insured cannot use the originally planned means of transport, the Insurer shall cover the costs of the Insured's return to the Country of permanent residence. Transport can be held by train or by bus, and in situations when the expected time of arrival by the above-mentioned means of transport would exceed 12 hours, the Insurer shall cover transport by plane in economy class.If the benefits indicated in (a) and (b) above are provided for a minor Insured, the Insurer will also cover their costs for one guardian accompanying the Insured.
  - 3) **Baggage delay** - if during the Trip there is a delay in delivery of the Insured Baggage sent against a receipt, by at least 6 hours (counting from the moment the Insured landed at the destination airport), the Insurer pays the compensation to the Insured; the compensation is not payable if the delay occurs during the return journey - when returning to the Country of permanent residence and in the case of charter flights;
  - 4) **flight delay or cancellation** - if during the Trip of the Insured departure of a flight is delayed by at least 6 hours or - in the case of flight cancellation - the carrier has not organized an alternative transport option to be carried out within 6 hours from the originally planned (counting from the planned departure), the Insurer will pay compensation to the Insured; flight delay or cancellation insurance covers only departures from outside Poland and the Country of permanent residence and does not cover delay of the arrival itself to Poland and the Country of permanent residence, domestic flights and charter flights;
  - 5) **hotline** operating 24/7 and providing information about:
    - a) current exchange rates;
    - b) diplomatic offices and consulates;
    - c) documents required to cross the border of the given country;
    - d) possible fees charged when crossing the border;
    - e) climatic conditions and weather forecasts in the target country;
    - f) general level of security in the destination country;
    - g) finding contact to ambulance services;
    - h) mandatory and recommended vaccinations and addresses of vaccination points;
    - i) epidemics;
    - j) foreign counterparts to Polish medications;
    - k) not recommended health care facilities;
    - l) specific types of health risks in the given area;

- 6) **telephone interpreting** - in English, and possibly in other languages during police control, in contact with the medical facility personnel or when filling in documents;
- 7) **legal assistance** - protection of legitimate (i.e., when it is not contrary to the principles of social coexistence and morality and its costs do not remain in gross disproportion to the intended purpose) of the Insured's legal interests in a situation where during a trip the Insured suffered personal injury or property loss and seeks damages or where during a trip he is accused of violating criminal law or the law of offenses. The insured is entitled to the following benefits:
  - a) legal advice and presentation of the scenario, followed by actions (covering the costs of the Service Provider's remuneration for analysing or giving opinions on the Insured's legal situation);
  - b) translation of documents, preparation of an expert's or appraiser's opinion (covering the costs of the Service Provider);
  - c) taking actions in court proceedings before courts of all instances (covering the fees of the Service Provider for representation / legal representation of the Insured, costs of proceedings before common, administrative and arbitration tribunals and costs of proceedings awarded against the Insured to the other party or the Treasury).

Legal assistance insurance does not cover disputes between: the Policyholder or the Insurer and the Insured; between next of kin; between co-owners of property; when value of the dispute does not exceed € 100; related to the pursuit of commercial activities by the Insured; under the third-party liability of the Insured; regarding copyright and intellectual property; regarding family law; social security or public health system; resulting from games or plants; arising from contracts concluded before the start of the Trip;
- 8) **lifestyle assistance** - organization of services related to the Trip, for which an insurance contract has been concluded, including:
  - a) organization of leisure activities at a place chosen by the Insured i.e., booking of a selected hotel, boarding house, trips organized by travel agents;
  - b) booking, organization of purchase and delivery of tickets for cultural and sporting events to the indicated address (selected concert, performance, match, etc.);
  - c) reservation of seats in business and conference centers selected by the Insured;
  - d) Search for contact data to service providers indicated by the Insured, such as: tourist guides, carriers, interpreters/translators, etc.

The full cost of services being provided as part of Lifestyle assistance burdens the Insured.

- 9) **assistance to animals** - if the Insured travels with a dog or cat of which it is the owner and the animal suffers an accident outside the Country of permanent residence and requires immediate assistance at the veterinary facility, the Insurer will cover the necessary medical costs.

#### **Article 17. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 11, the medical expenses and transport insurance does not cover:
  - 1) treatment by a Relative,
  - 2) events associated with the Insured undergoing hospital treatment or operations for which there were indications prior to the start of the Trip, or associated with a trip for the purpose of obtaining a medical advice concerning an already existing health disorder of the Insured;
  - 3) stay and treatment in centers: social welfare, sanatorium and rehabilitation centers, and oncological hospices;
  - 4) medical aid given exclusively for aesthetic reasons, plastic surgeries, beautification treatments, as well as any aid required as a result of undergoing the above operations;
  - 5) situations where medical care is recommended and appropriate but does not have to be provided immediately and can be provided after returning to the Country of permanent residence;

- 6) unless coverage is extended for:
  - a) practicing High risk sports,
  - b) performance of Manual labour;
- 7) medical aid associated with follow-up examinations or preventive vaccinations;
- 8) examinations (including laboratory and ultrasound tests) for the purpose of determining pregnancy, aborting a pregnancy, any complications associated with pregnancy complications after the 32<sup>nd</sup> week of pregnancy and delivery;
- 9) treatment of infertility or artificial insemination, as well as the related hormonal therapies;
- 10) costs of medications purchased without the physician's written recommendations;
- 11) treatments using methods not approved by common medical knowledge, treatments using unconventional methods;
- 12) purchase or repair of corrective glasses, dentures (including dental), equipment for rehabilitation and hearing aids,

### III. PERSONAL ACCIDENT

#### Article 18. Subject matter and insurance coverage

1. The insurance covers consequences of the Insured's Personal accident, which occurred during the Trip in the insurance period.
2. The Insurer pays compensation associated with the Personal accident in the form of:
  - 1) benefits in the event of permanent health damage, in the amount specified by the percentage of the sum insured based on the Table of impairments;
  - 2) benefits in the event of death of the Insured, provided that it occurs within a period not longer than 12 months of the date of occurrence of the Personal accident, in the amount equal to 50% of the sum insured.

#### Article 19. Special exclusions of liability

1. Apart from the general exclusions stipulated in Article 11, Personal accident insurance does not cover insured events which occurred as a result of:
  - 1) natural disasters;
  - 2) events associated with pregnancy or abortion;
  - 3) fractures associated with an in-born bone fragility, metabolic disorders, or pathological sprains as well as a result of fatigue fractures and sprains resulting from in-born defects and disorders;
  - 4) strokes and consequences of Personal accidents caused by strokes;
  - 5) motor disorders or spine injuries, including slipped disk, if it is a case of deterioration of the symptoms of an illness which already existed before the occurrence of a Personal accident;
  - 6) unless coverage is extended for:
    - c) practicing High risk sports,
    - d) performance of Manual labour;
  - 7) deterioration of the consequences of a Personal accident due to deliberate or conscious failure of the Insured to see a Physician for the purpose of obtaining medical care or conscious failure to abide by the Physician's recommendations.

### IV. BAGGAGE

#### Article 20. Subject matter and insurance coverage

1. The insurance covers Insured's Baggage during a Trip.
2. The insurance pre-condition is the observance of due care when securing Baggage, understood as:
  - 1) exercising direct supervision over the Baggage by the Insured;
  - 2) entrusting the Baggage against confirmation of receipt to a professional entity providing professional transport and storage services;
  - 3) leaving the Baggage in a room at the place of accommodation locked with a mechanical or electronic lock;

- 4) leaving the Baggage in an individually used baggage space (locker at a train, bus station, airport) locked with a mechanical or electronic lock;
- 5) leaving the Baggage in the trunk or luggage compartment of a car, trailer, or boat, locked with a mechanical or electronic lock.

3. An Insured Event is damage or loss of Baggage during the insurance period due to:

- 1) Natural disaster and rescue conducted in relation to its occurrence;
- 2) Robbery or Theft with burglary (provided that it was Theft with burglary into locked premises or baggage compartments) reported to competent authorities;
- 3) Sudden illness or Personal accident of the Insured, in consequence of which the Insured was unable to look after the baggage. The Sudden illness or the Personal accident must be confirmed by a medical report with a diagnosis and immediately reported to the Assistance Call Center.

#### Article 21. Special exclusions of liability

1. Apart from the general exclusions indicated in Article 11, Baggage insurance does not cover:

- 1) losses in which only the Baggage containers (suitcases, trunks, backpacks, etc.) have been damaged;
- 2) items older than 5 years from date of purchase;
- 3) Theft with Burglary or Robbery from a tent, including cases where the tent was locked using a mechanical or electronic lock;
- 4) means of transport, excluding wheelchairs, strollers, and bicycles;
- 5) eyeglasses, contact lenses, all types of medical, rehabilitation equipment, artificial limbs, and medications;
- 6) losses arisen as a result of self-ignition or leakage of liquids, fats, dyes, or corrosive substances carried in the baggage;
- 7) defects and malfunctions of electrical equipment resulting from operation or effects of electricity;
- 8) confiscation, seizure of or damage to baggage caused by customs authorities or other state authorities;
- 9) losses not reported to competent institutions (carrier, police) within 24 hours of detection of the loss, excluding situations where the health condition of the Insured objectively did not allow it to observe that deadline.

2. In addition, Baggage insurance does not include:

- 1) travel tickets and event tickets, cash, cheque books, payment cards, securities and prints of monetary value, keys, precious metals, and items made from them, pearls and precious stones, watches;
- 2) collections and items having a collector's value, antiques, numismatics, art items, items of cultural and historical value, manuscripts, musical instruments;
- 3) tobacco products and alcohol, intoxicants, and psychotropic substances;
- 4) weapons and ammunition;
- 5) samples, exhibition items and items for sale, objects of copyright or industrial property rights;
- 6) plans and design projects, prototypes and image, sound and data media including their contents;
- 7) transported animals;
- 8) breakable items made of glass, porcelain, clay, marble;
- 9) Sports equipment appropriate for the category of High risk sports unless insurance has been extended in this regard.

### V. THIRD-PARTY LIABILITY

#### Article 22. Subject matter and insurance coverage

1. The insurance covers Insured's third-party liability in private life during his Trip.
2. An insured event is the Insured's unlawful act resulting in a personal or material loss caused to third parties during a Trip, to the repair of which the Insured is obliged under the laws of the country in which the event occurred.

3. Losses caused by the Insured also mean Losses caused by persons or animals for which the Insured was responsible during the occurrence of the Insured event.

#### **Article 23. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 11, Third-party liability does not cover:
  - 1) losses caused by the Insured to a Relative, person living in the same household at the moment of occurrence of the Insured event, Co-Insureds, and animals for which the Insured was responsible;
  - 2) losses caused by the Insured in connection with being intoxicated or after drinking alcohol;
  - 3) financial penalties, tickets, fines, levies, or administrative penalties imposed on the Insured on the basis of the penal law or penal fiscal law;
  - 4) losses caused by using, possessing, or driving motorized or non-motorized vehicles, watercrafts or aircrafts including hang-gliders by the Insured, excluding child bicycles and strollers and inflatable boats;
  - 5) damage to movable property belonging to another person that has been loaned or rented to the Insured;
  - 6) losses caused to another person by infecting people, animals, or plants with a contagious disease or by spreading an infection;
  - 7) losses caused using firearms;
  - 8) losses caused in relation to pursue business activity, profession, or another paid work;
  - 9) losses associated with the breach of copyrights, intellectual property rights, patents, trademarks;
  - 10) damage to documents, files, plans, archives, stamp collections, numismatic collections, IT databases regardless of the type of medium, works of art;
  - 11) losses smaller than or equal to the equivalent of PLN 750.00.

#### **VI. ABANDONED PROPERTY**

##### **Article 24. Subject matter and insurance coverage**

1. The insurance covers property: the internal building elements of the Insured's Place of residence and movable property constituting its equipment and used for its use or meeting Insured's needs, including the Electronic Devices, from which the Insured departed and in which a third person does not reside during the Trip of the Insured.
2. The Insured Event is Theft with burglary or resulting damage of movable or internal building elements of the Insured's Place of residence.

##### **Article 25. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 11 of the GTC, the abandoned property insurance does not include:
  - 1) cash;
  - 2) items older than 5 years from the date of purchase;
  - 3) damage to uninhabited premises belonging to the Place of residence;
  - 4) compensation for lost profits, penalties, financial losses related to the inability to use the insured item, costs of legal representation;
  - 5) plants and animals;
  - 6) collections and items having a collector's value, antiques, numismatics, art items, items of cultural and historical value, manuscripts, musical instruments;
  - 7) objects which belong to third parties left at the Insured's Place of residence;
  - 8) motor and non-motor vehicles and their accessories, parts, and components;
  - 9) the value of copyright and industrial property rights, plans, designs;
  - 10) situations if the Insured does not have documents on the basis of which it would be possible to identify the insured item and its value before the Insured Event (expert opinion, proof of inheritance, proof of purchase);

- 11) actions caused by a person who, with the consent of the Insured, during his/her absence, uses his/her Place of Residence.

#### **VII. MOTO ASSISTANCE**

##### **Article 26. Subject matter and insurance coverage**

1. The Moto Assistance insurance covers assistance in the event of an Insured Event: Failure, accident, theft of the insured vehicle, vandalism or discharged battery, tire damage, loss or latching of the keys in the vehicle or lack of fuel, which occurred during the Trip.
2. The insured vehicle is a passenger car with a maximum authorized mass up to 3.5 tons and not older than 10 years, admitted to circulation on the public roads and having valid technical tests, which is used by the Insured for traveling, or is owned by the Insured.
3. The Insured is obliged to have a valid right to drive the insured vehicle, even though he is not required to have driven the vehicle during the Insured Event but must be present as a passenger.
4. The Insurer provides the following benefits:
  - 1) repair of the insured vehicle at the incident site or towing the immobilized vehicle to the car repair shop (which can perform the repair) nearest to the place of the incident (in the case of lack of fuel - delivery of fuel or towing to the nearest gas station, whereas the cost of fuel is covered by the Insured);
  - 2) accommodation of passengers of the insured vehicle at a hotel or transport of passengers of the insured vehicle to the destination or starting point of the Trip;
  - 3) transport of the immobilized vehicle to the nearest car repair shop in the Country of permanent residence in the event that its repair abroad due to technical reasons is not possible within five business days. If the price of towing the vehicle to the Country of permanent residence exceeds the value of the vehicle, the Insurer will pay for the scrapping of the vehicle, however, up to a maximum of 2 500 PLN.

##### **Article 27. Special exclusions of liability**

1. Apart from general exclusions referred to in Article 11 of the GTC, the Moto Assistance insurance does not cover losses resulting from the following situations:
  - 1) when the Insured Event occurred during a tournament, sports competition, and preparations thereto or during motor shows;
  - 2) when the Insured / authorized person drove the vehicle without a valid driving license or after drinking alcohol;
  - 3) when the number of passengers or the total weight of the vehicle exceeded the values specified in the vehicle registration document;
  - 4) damage to special additional or auxiliary equipment of the vehicle (e.g., passenger compartment air conditioning);
  - 5) if caused by a breakdown or damage which in the last 12 months has already occurred in a given vehicle, and the Insurer recognized said situation as an Insured Event and paid the benefit (repeated failures);
  - 6) where the Insured Event occurred outside Europe.
2. The insurance benefit does not cover the costs of repairing the vehicle in a car repair shop, spare parts, and operating fluids.

#### **VIII. CONTINUATION OF THE TREATMENT IN POLAND**

##### **Article 28. Subject matter and insurance coverage**

1. The insurance covers Sudden illness or Personal accident of the Insured during his Trip, for which the Insurer was liable and in relation to which the Insured had to continue the treatment after the return to Poland.
2. The Insurer provides the Insured with the following benefits while continuing treatment, but not longer than up to 30 days after the Insured's return to Poland:
  - 1) arrange the services and cover the costs of the first visit to a doctor conducting the continuation of treatment in Poland;
  - 2) arrange the services and cover the costs of removing plaster, seams, changing the dressing;

- 3) arrange the services and cover the costs of rehabilitation to which the Insured was referred by the treating physician;
- 4) transport of the Insured to and from a medical facility, if required by his/her health condition;
- 5) covering the costs of renting or purchasing Rehabilitation equipment;
- 6) if the Insured's health condition prevents him / her from moving independently (without the help of third parties) as confirmed by a medical certificate, upon application the Insurer shall:
  - a) arrange the services and cover the cost of transport and the fees of the home help to the Insured's Place of residence. The benefit includes assistance: shopping for basic necessities, everyday household cleaning, delivery / preparation of meals, taking care of a dog or cat of the Insured, watering flowers. The benefit does not cover the cost of purchasing any materials or foodstuffs or cleaning products related to the provision of domestic help;
  - b) arrange the services and cover the costs of the animation program (clown's or illusionist's visit) for the child during the convalescence period;
- 7) arrange the services and cover the psychologist fees if during the Trip the Insured was affected by traumatic events (Terrorist Act, Natural Disaster, Death of a Relative);
- 8) arrange the services and cover the costs (medical consultations and examinations prescribed by a doctor) of a tropical disease, which the Insured contracted during the Trip.

## **IX. CANCELLATION / INTERRUPTION OF A TRIP**

### **Article 29. Subject matter and insurance coverage**

1. The Trip Cancellation / Interruption Insurance concerns:
  - 1) Tourist events resulting from agreements concluded with the Tourism organizer or Tourist agent;
  - 2) airline tickets on international routes in licensed airlines;
  - 3) accommodation in facilities outside of Poland and Country of permanent residence.
2. The subject of insurance is respectively:
  - 1) costs of cancellation of one's participation in the Tourist event, incurred by the Insured prior to its commencement, in accordance with the written provisions of the agreement / terms of participation, which the Tourism organizer or Tourist agent is not obliged to return;
  - 2) costs of cancellation of an airplane ticket incurred by the Insured prior to the beginning of the Trip, in accordance with the provisions of the booking or the contract, which the service provider is not obliged to return;
  - 3) costs of cancellation of the previously booked accommodation incurred by the Insured prior to the beginning of the Trip, in accordance with the provisions of the booking or the contract, which the service provider is not obliged to return;
  - 4) unused travel benefits of the Insured related to the necessity to cancel the Trip and return earlier, which the service provider is not obliged to return.
3. The Insurer shall reimburse the costs incurred by the Insured in relation to the Trip cancellation / interruption, only if it results from the following reasons arising during the coverage period and preventing the Trip from being completed:
  - 1) Sudden illness or COVID-19 illness of the Insured or the Co-insured, provided that, according to the prognosis of the attending physician, it is unlikely that the patient will recover before the beginning of the Trip;
  - 2) Personal accident of the Insured or the Co-insured, provided that, according to the prognosis of the attending physician, it is unlikely that the patient will recover before the beginning of the Trip;
  - 3) placing the Insured or Co-insured in isolation to prevent the spread of COVID-19 disease in connection with a positive test result for the SARS-CoV-2 virus, on the basis of a named and documented decision of the local administrative authorities;
  - 4) death of the Insured or Co-insured;
  - 5) death of a Relative of the Insured or Co-Insured, if the period from death to the departure is less than 60 days;
  - 6) Sudden illness of a Relative of the Insured or Co-insured, in relation to which their presence is necessary in order to take care of that person during the period of their planned Trip. In the above situation, the need to remain with a Relative who has suffered a Sudden illness must be confirmed by a written medical certificate;
  - 7) Personal accident of a Relative of the Insured or Co-insured, in relation to which their presence is necessary in order to take care of that person during the planned Trip. In the above situation, the need to remain with a Relative who has suffered an accident must be confirmed by a written medical certificate;
  - 8) material loss (in property) incurred by the Insured or the Co-insured caused by the Natural Disaster, in relation to which the presence of the Insured or Co-insured in the Place of residence is necessary during the planned Trip;
  - 9) complications in the course of the pregnancy of the Insured, the Co-insured or their Relatives, which took place not later than in the 32nd week, if said complications did not occur prior to the date of booking / conclusion of the contract;
  - 10) premature delivery of the Insured, Co-insured or a Relative which took place not later than in the 32nd week of the pregnancy;
  - 11) reported to the appropriate authorities and documented theft of documents of the Insured or Co-Insured, which are necessary for the Trip, occurring not more than 30 days before the planned Trip;
  - 12) Theft with burglary at the Place of residence of the Insured or the Co-insured, occurring not more than 30 days before the planned Trip, in relation to which the presence of the Insured or Co-insured at the Place of residence is necessary to perform legal and administrative acts during the planned Trip;
  - 13) loss of employment by the Insured or the Co-insured, i.e., termination of the employment contract by the employer. The Insurer shall not be liable if the termination of the employment relationship was the fault of the employee within the meaning of the provisions of the labour law;
  - 14) commencing work by the Insured or the Co-insured, appointed by the new employer on the day falling during the Trip, with the proviso that the Insured or Co-Insured was registered as unemployed at the time of conclusion of the insurance contract and did not know the date of commencement of work;
  - 15) citing to a court for a hearing as a party (participant) or witness of the Insured or the Co-insured, which falls during the Trip;
  - 16) traffic accident involving a vehicle belonging to the Insured or Co-insured, which was planned to be transported as part of the Trip, as a result of which the vehicle is out of order and the repair time is longer than the remaining to the planned Trip.

### **Article 30. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 11, the Trip Cancellation / Interruption insurance does not cover:
  - 1) costs other than those actually incurred by the Insured in order to book a Tourist event, a ticket, or an overnight stay;
  - 2) situations when the Insured failed to notify the organizer in writing of the Tourist event, the service provider / distributor about cancellation of a given Tourist event, tickets or accommodation including its causes;
  - 3) costs that should be refunded by the Tourism organizer, Tourist agent or service provider under the provisions of the agreement / terms of participation / booking or legal provision;
  - 4) exacerbation or complications of chronic diseases;
  - 5) abortion, unless it was performed to save a pregnant woman's life;
  - 6) complications resulting from artificial insemination or infertility treatment;
  - 7) failure to accept the date of the leave or its cancellation by the employer or a change of the date of the leave by the Insured;

- 8) failure of the travel service provider to comply with contractual obligations (e.g., booking cancellation by a hotel, flight cancellation, strike of the service provider employees);
- 9) Terrorist acts and natural disasters at the Trip destination.

These General Terms and Conditions have been approved by the CEO of Inter Partner Assistance S.A. Branch in Poland pursuant to the Regulation No. 3/2023 of 22.02.2023 and apply to insurance contracts concluded from 12.04.2023.

Jan Čupa



CEO

Inter Partner Assistance S.A. Branch in Poland

**Appendix No. 1 – Table of benefits and limits**

Insurance scope	Variants		
	Urlopowicz	Podróznik	Zdobywca
<b>Costs of medical expenses and assistance, including:</b>	<b>PLN 200,000</b>	<b>PLN 600,000</b>	<b>PLN 40,000,000</b>
Exacerbation of a chronic disease	x	to the sum insured	
Events after alcohol consumption	to the sum insured		
Limit for dental treatment	PLN 900	PLN 1,600	PLN 2,000
Transport to/to/between/from the medical facility	to the sum insured		
Rescue services	to the sum insured		
Transport to the Country of permanent residence	to the sum insured		
Transport to the Place of residence	to the sum insured		
Extended stay	PLN 200/night	PLN 450/night	PLN 600/night
Transport and stay of a guardian accompanying a minor of the Insured	transport - to the sum insured accommodation - PLN 200/night	transport - to the sum insured accommodation - PLN 450/night	transport - to the sum insured accommodation - PLN 600/night
Transport and stay of a Relative called in to assist an underage Insured	transport - to the sum insured accommodation - PLN 200/night	transport - to the sum insured accommodation - PLN 450/night	transport - to the sum insured accommodation - PLN 600/night
Transport and stay of a Relative called in to the Insured	transport - to the sum insured accommodation - PLN 200/night	transport - to the sum insured accommodation - PLN 450/night	transport - to the sum insured accommodation - PLN 600/night
Transport of the body and purchase of the coffin	to the sum insured		
Assistance Call Center available 24/7;	YES		
Quarantine/Isolation	extended stay: PLN 200 PLN/night, max. 14 days transportation - PLN 1,000	extended stay: PLN 450 PLN/night, max. 14 days transportation - PLN 1,000	extended stay: PLN 600 PLN/night, max. 14 days transportation - PLN 2,000
Baggage Delay	PLN 200	PLN 350	PLN 500
Flight delay or cancellation	PLN 200	PLN 350	PLN 500
Hotline	YES		
Translation by telephone	YES		
Legal assistance	x	PLN 3,000	PLN 15,000
Lifestyle assistance	x	x	YES
Assistance to animals	PLN 500	PLN 1,000	PLN 3,000
<b>Personal accident</b>	<b>PLN 20,000</b>	<b>PLN 50,000</b>	<b>PLN 150,000</b>
Permanent health impairment	PLN 20,000	PLN 50,000	PLN 150,000
Death	PLN 10,000	PLN 25,000	PLN 75,000
<b>Baggage</b>	<b>x</b>	<b>PLN 3,000</b>	<b>PLN 6,000</b>
Electronic devices, Sports equipment	x	PLN 1,500	PLN 3,000
Business equipment	x	X	PLN 6,000
<b>Third-party liability (TPL)</b>	<b>x</b>	<b>PLN 250,000</b>	<b>PLN 1,500,000.00</b>
Personal injuries	x	PLN 250,000	PLN 1,500,000.00
Material losses	x	PLN 125,000	PLN 750,000
Excess in case of losses under PLN 750	x	100%	100%
<b>Abandoned property</b>	<b>x</b>	<b>x</b>	<b>PLN 25,000</b>
Electronic devices	x	x	PLN 5,000
<b>Coverage extensions:</b>			
<b>High Risk Sports</b>	To the sum insured of medical expenses and Personal accident insurance	To the sum insured of medical expenses, Personal accident, Baggage and Third-party liability insurance	
<b>Manual labour</b>	To the sum insured of medical expenses and Personal accident insurance		
<b>Cancellation / Interruption of a Trip</b>	Total PLN 45,000 for all Insureds		
<b>Moto assistance</b>	On-site repair or towing	PLN 750	
	Taxi taken from the event location	PLN 350	
	Accommodation during the repair	PLN 300/night, max. 3 nights	
	Repatriation of the unrepaired vehicle	PLN 4,000 (if the repair is not possible within 5 days)	
	Scrapping	PLN 2,500	
<b>Continuation of the treatment in PL</b>	First visit to the doctor	PLN 500	
	Removal of plaster, seams, change of dressing;	PLN 200	
	Rehabilitation	PLN 2,000	
	Transport to and from a medical facility	PLN 500	
	Rehabilitation equipment	PLN 400	
	Home help	PLN 500	
	Animation program	PLN 300	
	Psychologist	PLN 500	
Treatment of tropical disease	PLN 500		

## Appendix No. 2 – Table of impairments

TYPE OF IMPAIRMENT		DEGREE OF IMPAIRMENT (%)
<b>HEAD AND NECK INJURIES</b>		
<b>1. Loss of epicranium with hair</b>		
a. Up to 25% of scalp		5
b. From 26% to 75% of scalp		20
c. Over 75% of scalp		25
<b>2. Loss of cranial vault bones</b>		
a. Up to 2 cm <sup>2</sup>		5
b. From 3 cm <sup>2</sup> to 10 cm <sup>2</sup>		15
c. Over 10 cm <sup>2</sup>		20
<b>3. Fractures of cranial bones</b>		
a. Cranial vault bones fractures		2
b. Craniofacial fractures (for each bone)		4
c. Cranial basis fractures		5
<b>4. Paralysis or paresis resulting from craniocerebral trauma</b>		
a. Tetraplegia		100
b. Hemiplegia or paraplegia (paralysis of the lower limbs)		80
c. Hemiparesis or paraparesis of the lower limbs		50
d. Monoplegia (paralysis of a single limb)		30
e. Paresis of a single limb		20
f. Injury to a cranial nerve, with complete loss of function for that nerve		10
g. Injury to a cranial nerve, with partial loss of function for that nerve		5
<b>5. Facial injuries</b>		
a. Facial scars, without functional impairment		2
b. Facial scars with mild functional impairment		10
c. Facial scars with moderate functional impairment		20
d. Facial scars with severe functional impairment		30
<b>6. Nose injuries</b>		
a. Nasal bone fracture without displacement		1
b. Nasal bone fracture with displacement		2
c. Loss of the entire nose		20
d. Total loss of smell (partially excluded from coverage)		10
e. Nasal frostbite of the second degree and higher		8
<b>7. Tongue injuries</b>		
a. Partial tongue loss with speech impairment		5
b. Loss of the entire tongue		50
<b>8. Tongue injuries</b>		
a. Partial tongue loss with speech impairment		5
b. Loss of the entire tongue		50
<b>9. Eye injuries</b>		
a. Without functional disorder		2
b. With mild functional disorder		5
c. With moderate functional disorder		10
d. With severe functional disorder		20
e. With complete loss of vision in one eye		25
f. With complete loss of vision in the second eye		75
g. With impaired patency of one nasolacrimal duct		5
<b>10. Ear injuries</b>		
a. With loss of the auricle		10
b. With mild hearing impairment		5
c. With moderate hearing impairment		8
d. With severe hearing impairment		12
e. With complete loss of hearing		20
f. With labyrinth disorder		10
<b>11. Teeth injuries</b>		
a. Loss of more than 50% of a permanent tooth		1
b. Loss of a deciduous tooth, of an artificial tooth, loss of tooth viability		0
<b>12. Throat injuries with functional disorders</b>		3
<b>13. Laryngeal injuries</b>		
a. With mild functional disorder (periodic dyspnea, hoarseness)		5
b. With severe functional disorder (laryngeal stridor, significant dyspnea, choking/aspiration)		15
<b>14. Tracheal injuries</b>		
a. With stenosis, without respiratory insufficiency		5
b. With stenosis and exercise respiratory failure		10
c. With stenosis and resting respiratory failure		20
<b>15. Oesophageal injuries</b>		
a. With stenosis, without swallowing impairment		2
b. With stenosis and mild swallowing impairment		5
c. With stenosis and severe swallowing impairment (liquid diet only)		30
d. Complete oesophageal obstruction with permanent gastric fistula		50
<b>THORACIC INJURIES</b>		
<b>16. Rib fractures</b>		
a. Fracture of 1 rib		0,5
b. Fractures of 2 to 4 ribs		2
c. Fractures of 5 to 10 ribs		7
d. Fractures of more than 10 ribs		10
e. Other thoracic injuries resulting in significantly reduced lung capacity, confirmed by spirometry		15
<b>17. Sternal fracture</b>		2
<b>18. Lung and pleural injuries</b>		
a. Haematoma and/or pneumothorax without drainage (single lung)		3
b. Haematoma and/or pneumothorax with drainage (single lung)		5
c. Haematoma and/or pneumothorax, treated surgically (single lung)		10
d. Partial lung loss		15
e. Loss of the entire lung		30
<b>19. Heart injuries</b>		
a. Treated conservatively		5
b. Treated surgically		30
<b>20. Diaphragmatic injuries</b>		

a.	Without functional disorder	3
b.	With functional disorder	8
<b>ABDOMINAL INJURIES</b>		
<b>21. Injury to abdominal integuments with abdominal prelum disorder</b>		10
<b>22. Traumatic abdominal hernia</b>		5
<b>23. Injuries to the abdominal cavity organs</b>		
a.	Treated surgically, without loss of organs	5
b.	Treated surgically, with loss of part of the abdominal organs	15
c.	Spleen loss	10
d.	Stomach loss	50
e.	Liver loss	100
f.	Pancreas loss	100
g.	Kidney loss	20
h.	Urinary bladder loss	50
<b>REPRODUCTIVE SYSTEM INJURIES</b>		
<b>24. Testicle loss</b>		15
<b>25. Penis injuries</b>		
a.	Penis loss or severe penis disfigurement in patients under 45 years of age	40
b.	Penis loss or severe penis disfigurement in patients between 46 and 60 years of age	20
c.	Penis loss or severe penis disfigurement in patients over 60 years of age	10
<b>26. Post-traumatic disfigurement of the female genitals</b>		
a.	Mild	20
b.	Severe	30
<b>SPINE AND SPINAL CORD INJURIES</b>		
<b>27. Vertebral injuries</b>		
a.	Vertebral luxation	5
b.	Vertebral body and/or arch fracture	3
c.	Spinous and/or transverse process fracture of the vertebra	1
<b>28. Spinal cord injuries</b>		
a.	With symptoms of transverse cord severing, with complete paralysis or severe paresis of two or four limbs	100
b.	Paresis of lower limbs without damage to the upper section of the spinal cord (upper limbs), allowing mobility with the help of two canes	70
c.	Paresis of lower limbs, allowing mobility with the help of one cane	40
d.	Complete paralysis of both upper limbs, without paralysis of the lower limbs	100
e.	Severe paresis of both upper limbs	60
f.	Mild paresis of both upper limbs	30
g.	Sphincter and genital disorders without paresis (conus medullaris syndrome)	40
<b>PELVIC INJURIES</b>		
<b>29. Symphysis pubis diastasis</b>		2
<b>30. Sacroiliac joint dislocation</b>		10
<b>31. Pelvic bone fractures</b>		
a.	Single-location non-displaced fracture of the pelvic bone and/or sacrum, without displacement	2
b.	Single-location non-displaced fracture of the pelvic bone and/or sacrum, with displacement	4
c.	Multiple-location fractures of the pelvic bone and/or sacrum, without displacement	5
d.	Multiple-location fractures of the pelvic bone and/or sacrum, with displacement	10
e.	Isolated fracture of the hip plate, iliac spines, ischiadic tuber	2
f.	Coccyx fracture	1
<b>32. Hip acetabular fracture</b>		
a.	Hip acetabular fracture, without central dislocation	2
b.	Hip acetabular fracture, with central dislocation	10
c.	Post-traumatic injury treated with hip prosthetics	15
<b>UPPER LIMB INJURIES <sup>1</sup></b>		
<b>33. Scapula fractures</b>		
a.	Comminuted fractures with displacement of bone chips	5
b.	Single-location fractures with displacement of bone chips	3
c.	Other fractures	1
<b>34. Clavicle fractures</b>		
a.	Comminuted fractures with displacement of bone chips	3
b.	Single-location fractures with displacement of bone chips	2
c.	Other fractures	1
<b>35. Inveterate dislocation of acromioclavicular joint</b>		
a.	Grade 2 dislocation	3
b.	Grade 3 dislocation	5
<b>36. Glenohumeral joint injuries</b>		
a.	Dislocation	3
b.	Rotator cuff injury, treated surgically	8
c.	Injury treated with joint prosthetics	20
<b>37. Upper limb loss, including scapula</b>		70
<b>38. Limb loss at the glenohumeral joint level</b>		65
<b>39. Humerus fractures</b>		
a.	Fractures treated surgically	8
b.	Fractures treated conservatively	5
<b>40. Limb loss at the upper arm level</b>		60
<b>41. Elbow joint injuries</b>		
a.	Dislocation	3
b.	Injury treated with joint prosthetics	15
<b>42. Forearm bones fractures</b>		
a.	Single bone fractures, treated conservatively	3
b.	Single bone fractures, treated surgically	5
c.	Fracture of both bones, treated conservatively	6
b.	Fracture of both bones, treated surgically	8
<b>43. Limb loss at the forearm level</b>		55
<b>44. Wrist injuries</b>		
a.	Multiple fractures	6

b.	Single-site fractures	3
c.	Dislocations	5
<b>45.</b>	<b>Hand loss at the wrist level</b>	<b>50</b>
<b>46.</b>	<b>Metacarpal fractures</b>	
a.	Fractures of the 1st and 2nd metacarpal bones	2
b.	Fractures of the 3rd, 4th, and 5th metacarpal bones	1
<b>47.</b>	<b>Thumb injuries</b>	
a.	Cut, total tendon damage	2
b.	Fractures treated conservatively	2
c.	Fractures treated surgically	3
d.	Distal phalanx loss	6
e.	Loss of both phalanges	10
f.	Loss of both phalanges and metacarpal bones	15
<b>48.</b>	<b>Index finger injuries</b>	
a.	Cut, total tendon damage	2
b.	Fractures treated conservatively	1
c.	Fractures treated surgically	3
d.	Distal phalanx loss	5
e.	Middle phalanx loss	8
f.	Loss of three phalanges	10
g.	Index finger loss, including metacarpal bone	11
<b>49.</b>	<b>Injuries to the 3rd, 4th and 5th finger</b>	
a.	Cut, total tendon damage	1
b.	Fractures treated conservatively	1
c.	Fractures treated surgically	2
d.	Distal phalanx loss	2
e.	Middle phalanx loss	3
f.	Loss of three phalanges	4
g.	Index finger loss, including metacarpal bone	6
h.	Loss of three phalanges with metacarpal bones	6
<b>50.</b>	<b>Upper limb nerve injuries (axillary, median, radial, and ulnar nerve)</b>	
a.	Partial damage to a single nerve	10
b.	Complete damage to a single nerve	20
c.	Partial damage to two nerves	15
d.	Complete damage to two nerves	30
e.	Partial damage to all three nerves or the whole brachial plexus	25
f.	Complete damage to all three nerves or the whole brachial plexus	50
<b>LOWER LIMB INJURIES<sup>1</sup></b>		
<b>51.</b>	<b>Hip joint dislocation</b>	<b>3</b>
<b>52.</b>	<b>Femoral fractures</b>	
a.	Fractures treated conservatively	6
b.	Fractures treated surgically	10
<b>53.</b>	<b>Patella injuries</b>	
a.	Patella luxation (does not cover habitual luxation)	2
b.	Fractures treated conservatively	3
c.	Fractures treated surgically	6
<b>54.</b>	<b>Knee joint injuries</b>	
a.	Cruciate ligament injury, treated conservatively*	3
b.	Cruciate ligament injury, treated surgically	6
c.	Meniscus injury, treated conservatively*	2
d.	Meniscus injury, treated with surgically	4
e.	Knee joint injuries requiring endoprosthesis	15
*confirmed by imaging or intraoperatively		
<b>55.</b>	<b>Limb loss at the knee joint level</b>	<b>50</b>
<b>56.</b>	<b>Lower leg bone fractures</b>	
a.	Single bone fractures, treated conservatively	3
b.	Single bone fractures, treated surgically	4
c.	Fracture of both bones, treated conservatively	6
d.	Fracture of both bones, treated surgically	8
<b>57.</b>	<b>Complete rupture of the Achilles tendon</b>	<b>5</b>
<b>58.</b>	<b>Limb loss at the lower leg level</b>	<b>45</b>
<b>59.</b>	<b>Tarsal bone fractures</b>	
a.	Fractures treated conservatively	2
b.	Fractures treated surgically	5
<b>60.</b>	<b>Foot loss at the ankle joint level</b>	<b>40</b>
<b>61.</b>	<b>Metatarsal bone fractures</b>	
a.	Fractures treated conservatively	1
b.	Fractures treated surgically	3
<b>62.</b>	<b>Foot loss at the metatarsal level</b>	<b>25</b>
<b>63.</b>	<b>Hallux injuries</b>	
a.	Cut, total tendon damage	1
b.	Phalangeal fractures	1
c.	Distal phalanx loss	2
d.	Loss of both phalanges	4
e.	Loss of the entire hallux with the first metatarsal bone	8
<b>64.</b>	<b>Injuries to the 2nd, 3rd, 4th, and 5th toe (for each toe)</b>	
a.	Cut, total tendon damage	1
b.	Phalangeal fractures	1
c.	Distal phalanx loss	2
d.	Loss of both phalanges	3
e.	Loss of the entire toe with metatarsal bone	5
<b>65.</b>	<b>Lower limb nerve injuries</b>	
a.	Partial damage to the sciatic nerve	15
b.	Complete damage to the sciatic nerve	50
c.	Partial damage to the femoral nerve	10
d.	Complete damage to the femoral nerve	30
e.	Partial damage to the obturator nerve	5
f.	Complete damage to the obturator nerve	10
g.	Partial damage to the tibial or fibular nerve	2
h.	Complete damage to the tibial or fibular nerve	5
<b>BURNS</b>		
<b>66.</b>	<b>Second and third degree burn scars</b>	
a.	Up to 5% of total body surface	3
b.	From 6 to 15% of total body surface	8
c.	From 16 to 30% of total body surface	25
d.	More than 30% of total body surface	45

<b>67.</b>	<b>Respiratory tract burns, treated in hospital</b>	<b>20</b>
<sup>1</sup> The value of the benefit associated with the limb injury shall not exceed the value of the benefit for the loss of the entire limb. The value of the benefit established for injury to one finger (toe) shall not exceed the benefit provided for the loss of the entire finger (toe). In the event of injuries to more than one finger (toe), the sum of percentage benefits for the individual injuries to the fingers (toes) shall not exceed the value provided for the loss of the entire hand or foot.		