



GENERAL TERMS AND CONDITIONS OF MEDICAL INSURANCE FOR FOREIGNERS

1.	Prerequisites for paying compensation and other benefits	Art. 2 par. 3, 4, 6, 8, 9, 10, 12, 13, 16, 17, 18, 19, 23, 26, 27; Art. 3 par. 4; Art. 5 par. 1, 2; Art. 7 par. 3, 4; Art. 9 par. 10, 11; Art. 15; Art. 17; Art. 19
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. 2 par. 20, 23; Art. 5 par. 3; Art. 7 par.5; Art. 8; Art. 9 par. 3–5; Art. 9 par. 12; Art. 10 par. 6; Art. 11; Art. 16; Art. 18; Art. 20

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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 in 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. **Agent** - an authorized representative of the Insurer acting as an intermediary while signing insurance contracts.
2. **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 behaviors or services from state authorities and society.
3. **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, running, soccer, volleyball, tennis, squash, swimming, diving up to 10 m (with an instructor or required certificate).
4. **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
5. **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.
6. **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.
7. **Insurance document** - policy, certificate or other document issued by the Insurer or on its behalf as a confirmation of concluding an insurance contract based on these GTC.
8. **Electronic devices** - items owned by the Insured: mobile phone, photographic equipment, cameras, computer equipment, home electronics, electronic games, home appliances.
9. **Hospitalization** - hospital treatment associated with the need to stay in hospital for at least 24 hours.
10. **Natural disaster** - destructive action of the forces of nature in the form of fire, lightning, wind, hailstorm, hurricane, flood, avalanches, landslides, volcano eruptions, earthquakes.
11. **Customer** - Policyholder, Insured, beneficiary and person seeking insurance cover, being a natural person, legal person or entity not possessing a legal personality.
12. **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.
13. **Country of permanent residence** - the country in which the Insured lives of at least one year prior conclusion of insurance contract and in which the Insured's personal and professional life is centered. A country in which a specific person is staying in order to learn or to which that person has been delegated to work shall not be regarded as a Country of permanent residence.
14. **Places with extreme climatic conditions** - areas requiring the use of specialized safety or security equipment: desert, bush, tundra, taiga, jungle, ice areas and snow areas.
15. **Place of residence** - a residential apartment or single-family home located the Country of permanent residence in which the Insured lives permanently.
16. **Sudden illness** - sudden health disorder of the Insured, which, due to its nature, poses a direct threat to life or health of the Insured regardless of its will and requires immediate, necessary treatment.
17. **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.

18. **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.
19. **Trip** - temporary change of the location includes travel to, stay outside the Country of permanent residence and return to the Place of residence of the Insured.
20. **Manual labor** - 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).
21. **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.
22. **Complaint** - Customer's address to the Insurer in which the Customer presents reservations to the services rendered by the Insurer.
23. **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 over 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.
24. **Policyholder** - natural person, legal person or organizational unit not having legal personality, which concluded an insurance contract with the Insurer.
25. **Insured** - natural person who is covered by the insurance contract.
26. **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).
27. **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 concluding an insurance contract via the website, detailed information about the insurance contract conclusion process are contained in the Regulations for concluding distance contracts, available at Agent's website, through which the insurance contract is signed.
3. 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.
4. The insurance contract is deemed to be signed when the Policyholder receives the Insurance Document, provided that the insurance premium is paid.
5. The tenor of the legal relationship under the insurance contract ensues jointly from these GTC and the Insurance document.

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.
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.

Article 5. Insurance coverage

1. The insurance covers Insureds in the Insurance Period during their Trip to outside of Country of permanent residence.
2. The insurance covers Insured events, which occurred in Schengen zone, European Union and: Albania, Andorra, Belarus, Bosnia and Herzegovina, Moldova, Monaco, Montenegro, Northern Macedonia, San Marino, Serbia, Ukraine, Vatican City, United Kingdom of Great Britain and Northern Ireland as well as special areas and dependent territories: Faroe Islands, Gibraltar, Guernsey, Isle of Man, Jersey Islands, Islands Åland, Northern Ireland, Svalbard.
3. The insurance does not cover Insured events, which occurred in the Country of permanent residence and in the country that Insured visits illegally.
4. The coverage and the insurance package are indicated in the Insurance document.
5. The insurance coverage depending on the Package (in accordance with Appendix 1 - Table of benefits and limits) covers the following types of risks:
 - 1) medical expenses and assistance,
 - 2) Baggage,
 - 3) third-party liability in private life,

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 package, the Insurance Period and the age of the Insured.
2. The insurance premium is indicated in the Insurance document.
3. The insurance premium is payable once for the entire Insurance Period.
4. The obligation to pay the premium encumbers the Policyholder.
5. The payment of the insurance premium takes place upon crediting the account of the entity providing payment services to the Insurer with insurance premium, if the Insurer uses distance payments.

Article 7. Insurance period

1. The insurance period is indicated in the Insurance Document and it is the period during which the Insurer grants insurance cover.
2. 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).
3. The insurance cover and the right to benefits under the insurance contract commence from the date indicated in the Insurance Document and ends at the end of the insurance period, subject to the fact that 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.
4. 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) Act of terrorism;
 - 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.
5. The Insurer's liability expires:
 - 1) upon exhausting the sum insured for a given risk or limit for a benefit;
 - 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 Packages, risks and benefits is indicated in the Table of Benefits and Limits, constituting Annex 1 to these GTC.

3. The sum insured and the limit are set for one and all Insured events for each Insured. Every benefit realized in relation to a given Insured Event reduces the sum insured and the limit.

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

1. Should the Insured event occur, the Insured must immediately call the 24h Assistance Call Center at +48 22 529 85 79 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.
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, 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 will 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 will be required to submit other documents necessary to determine the legitimacy of the claims and the benefit.
6. The Insurer will pay the benefit within 30 days from the day on which the occurrence of the Insured event is reported.
7. 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 paid 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 paid by the Insurer within the deadline stipulated in par. 6 of this Article.
8. 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.
9. The benefit is paid in euro (EUR) or in Polish zlotys (PLN).
10. In addition, the following provisions shall apply to define the amount of the benefit in case of baggage insurance:
 - 1) The value of the compensation is determined on the basis of the costs of repairing the baggage – if damaged, or on the basis of the value of the contents of the baggage – if lost, with a reservation that the value of the items is determined on the basis of proofs of purchase (bills, confirmations of payment) or by referring to a new item with identical properties, taking into account the level of wear and tear of the item lost.
 - 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.
11. 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.
12. If the Insured deliberately failed to fulfill his obligations under these GTC, the Insurer may reduce the benefit to the extent that failure to fulfill 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) immediately, at the latest within 48 hours, contact the Assistance Call Center. This obligation does not apply to situations where the Insured was objectively unable to contact the Assistance Call Center due to the health condition;
 - 2) 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;
 - 3) to clearly explain the circumstances of the Insured Event, in particular, the date and place of its occurrence;
 - 4) 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) to collect all documents regarding the Insured Event necessary to establish the legitimacy of the claim.
5. The Insured will submit a claim to the Insurer within 7 days from returning to the Country of residence, containing a duly completed claim form and documents confirming the legitimacy of the claims.
6. Depending on the type of loss, the claim should contain:
 - 1) completed and signed loss report form,
 - 2) medical record which describes 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) originals or copies of receipts and original proofs of their payment,
 - 5) statements of victims or witnesses of the incident,
 - 6) provide an acknowledgment of accepting the Baggage to the storage room or confirming 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.

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) did not release the attending physician or other institution from the confidentiality obligation, if the Assistance Call Center informs of such a necessity in order to determine the Insurer's liability.
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 behavior, 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 in the state of intoxication or after drinking alcohol,
 - 8) the Insured remaining under the influence of psychoactive substances;
 - 9) practicing sports outside specially designated places;
 - 10) practicing High risk sports;
 - 11) participation in animal hunting;
 - 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) was caused by epidemics, chemical or biological contamination or a nuclear threat;
 - 3) 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

6. 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.
7. 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.
8. 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/>.

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. At the request of the Assistance Call Center, in justified cases, the Insured is obliged to provide originals of documents previously sent by e-mail.
2. The English and 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

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 a sudden illness or 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 journey or return to the country of permanent residence and possibly continue treatment.
3. Medical expenses and 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, anesthesia, medicines, hospital food);
 - 4) **medical supplies** - medicines, dressings, auxiliary and orthopedic 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 Benefits and Limits Table 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 a doctor in charge). If the transport is organized without the participation of the Assistance Call Center, the Insurer covers the costs up to the amount not higher than if the Assistance Call Center organized such transport;
- 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).

If the transport is organized without the participation of the Assistance Call Center, the Insurer covers the costs up to the amount not higher than if the Assistance Call Center organized such transport;

- 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) **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.

If the transport is organized without the participation of the Assistance Call Center, the Insurer covers the costs up to the amount not higher than if the Assistance Call Center organized such transport.

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 the Country of permanent residence;

- 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.

If the transport is organized without the participation of the Assistance Call Center, the Insurer covers the costs up to the amount not higher than if the Assistance Call Center organized such transport.

- 14) **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.

If the transport is organized without the participation of the Assistance Call Center, the Insurer covers the costs up to the amount not higher than if the Assistance Call Center organized such transport.

Article 16. Special exclusions of liability

1. Apart from the general exclusions indicated in Article 11, the medical expenses and transport insurance does not cover:
 - 1) Chronic diseases;
 - 2) treatment by a Relative;
 - 3) 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;
 - 4) stay and treatment in centers: social welfare, sanatorium and rehabilitation centers, and oncological hospices;
 - 5) 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;
 - 6) 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;
 - 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 26th 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,
- 13) all costs borne by the Insured without the Assistance Call Center's consent, excluding situations where the Insured was objectively unable to contact the Assistance Call Center due to the health condition.

The Insured does not need to contact the Assistance Call Center if the Insured chooses the Physician on its own and covers the costs of the appointment in case of:

- a) single dentist appointment associated with an acute toothache or inflammation of teeth;
- b) single ambulatory visit.

III. BAGGAGE

Article 17. 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 18. 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) Theft with Burglary or Robbery from a tent, including cases where the tent was locked using a mechanical or electronic lock;
 - 3) means of transport, excluding wheelchairs, strollers and bicycles;
 - 4) eyeglasses, contact lenses, all types of medical, rehabilitation equipment, artificial limbs and medications, unless the extra Chronic disease insurance was taken out;
 - 5) losses arisen as a result of self-ignition or leakage of liquids, fats, dyes or corrosive substances carried in the Baggage;
 - 6) defects and malfunctions of electrical equipment resulting from operation or effects of electricity;
 - 7) confiscation, seizure of or damage to Baggage caused by customs authorities or other state authorities;
 - 8) 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 during practicing High risk sports.

IV. THIRD-PARTY LIABILITY

Article 19. 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 20. 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) financial penalties, tickets, fines, levies or administrative penalties imposed on the Insured on the basis of the penal law or penal fiscal law;
 - 3) 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;
 - 4) damage to movable property belonging to another person that has been loaned or rented to the Insured;
 - 5) losses caused to another person by infecting people, animals or plants with a contagious disease or by spreading an infection;
 - 6) losses caused by the use of firearms;
 - 7) Losses caused in relation to pursuing business activity, profession or another paid work;
 - 8) Losses associated with the breach of copyrights, intellectual Damage to documents, files, plans, archives, stamp collections, numismatic collections, IT databases regardless of the type of medium, works of art;
 - 9) Losses smaller than or equal to the equivalent of 175 EUR.

These General Terms and Conditions have been approved by the General Director of Inter Partner Assistance S.A. Branch in Poland pursuant to the Regulation No. 33/2022 of 21.06.2022 and apply to insurance contracts concluded from 10.07.2022.

Jan Čupa



General Director
Inter Partner Assistance S.A. Branch office in Poland

Appendix No. 1 - Table of benefits and limits

	Basic Package	Extended Package
Costs of medical expenses and assistance, including:	60 000 EUR	150 000 EUR
Examinations	to the sum insured	to the sum insured
Medical consultations	to the sum insured	to the sum insured
Hospitalization	to the sum insured	to the sum insured
Medical supplies	to the sum insured	to the sum insured
Dental services	200 EUR	400 EUR
Transport of the Insured to / from and between a medical facility	to the sum insured	to the sum insured
Rescue	to the sum insured	to the sum insured
Transport to the Country of permanent residence	to the sum insured	to the sum insured
Transport to the Place of residence	to the sum insured	to the sum insured
Extended stay of the Insured abroad	50 EUR/night	100 EUR/night
Transport of the body and purchase of the Insured's transport coffin	to the sum insured	to the sum insured
Transport and stay of a Relative called to assist an underage Insured	transportation - to the sum insured accommodation – EUR 50/night	transportation - to the sum insured accommodation – EUR 100/night
Stay of a Relative called to the Insured	transportation - to the sum insured accommodation – EUR 50/night	transportation - to the sum insured accommodation – EUR 100/night
Assistance Call Centre available 24/7	yes	yes
Baggage	-	500 EUR
Electronic devices, Sports equipment	-	250 EUR
Third-party liability (TPL)	-	80 000 EUR
Material loss	-	40 000 EUR