



§ 1

**Definitions**

The following expressions have the following meaning for the purpose of these Rules:

1. **GDPR Brochure** - brochure containing information about the principles of processing personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. **IPID** – standardized insurance product information document.
3. **Consumer** – natural person performing a legal transaction with the Insurer not directly associated with its business or professional activity.
4. **GTCI** – general terms and conditions of insurance available on the Internet Platform, constituting an integral part of the Contract, regulating the conclusion and performance of the Contract, the rights and obligations of the Parties to the Contract, as well as the way the benefits are paid by the Insurer.
5. **Internet Platform** – website [www.axa-assistance.pl](http://www.axa-assistance.pl) connected to the Internet, through which the User may become acquainted with the GTCI and these Rules, as well as other documents and information necessary to conclude the Contract, obtain a calculation of the insurance premium, and to conclude the Contract.
6. **Rules** – these Rules of concluding insurance contracts through the Internet, constituting an integral part of the Contract.
7. **Insurer** – Inter Partner Assistance S.A. with registered office in Brussels, operating in Poland through Inter Partner Assistance S.A. Branch in Poland with registered office in Warsaw, ul. Prosta 68; 00-838 Warszawa, registered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under the number KRS 0000320749, Tax Identification Number 108-00-06-955, REGON: 141688547, with a share capital of a foreign insurance company Inter Partner Assistance SA with registered office in Brussels which established a branch, amounting to EUR 31,702,613.00, subject to supervision by the National Bank of Belgium, business permit number: FSMA 0487, belonging to the AXA Group.
8. **Contract** – insurance contract concluded between the Insurer and the User, on the basis of which the Insurer undertakes, as part of his enterprise, to render a specific performance in case of occurrence of an event stipulated in the Contract, and the User undertakes to pay the insurance premium.
9. **User** – person using the Internet Platform, having a full legal capacity.
10. **Application** – application to conclude the Contract, filled in by the User on the Internet Platform with data necessary to conclude the Contract, following a prior calculation of the insurance premium.

§ 2

**General provisions**

The Insurer, based on these Rules, provides insurance services as part of the Insurance Platform allowing the User as the policy holder to conclude the Contract electronically, on the basis of the GTCI available on the Internet Platform.

§ 3

**Conclusion of the Contract**

1. The User may conclude the Contract through the Internet Platform.
2. The Contract is concluded between the User and the Insurer on the day on which the insurance premium is received in the Insurer's bank account, provided that the payment is received within the period of validity of the Insurer's offer, after the User files the Application through the Internet Platform. Should the Application be filed without paying the insurance premium or should the insurance premium be paid after the expiry of the offer, the Contract is not concluded.
3. Prior to filling in and filing the Application and paying the insurance premium the User should:
  - a) become acquainted with the Rules published on the Internet Platform,
  - b) become acquainted with IPID and GTCI published on the Internet Platform,
  - c) become acquainted with the GDPR Brochure published on the Internet Platform,
  - d) become acquainted with the value of the insurance premium using the premium calculator available on the Internet Platform. To calculate the insurance premium the User – using the insurance premium calculator – indicates the insurance package and the scope of insurance cover. The value of the insurance premium calculated using the insurance premium calculator constitutes an offer within the meaning of the Civil code. On condition of immediate confirmation of receipt of the offer, it binds the Insurer until the date indicated as the deadline by which the insurance premium is to be paid. After that date the insurance premium cannot be paid and the offer becomes invalid. The offer is accepted and the Contract is concluded by having the User file the Application and pay the insurance premium in accordance with these Rules.
4. The rights and obligations of the policy holder, the insured person and the Insurer, a description of the benefits under the

- Contract and the method of pursuing claims in connection with the occurrence of the insured event are laid out in the GTCI.
5. The Contract is concluded on the basis of:
    - a) the Rules,
    - b) the GTCI,
    - c) the User's Application,
    - d) a calculation of the insurance premium using the premium calculator available on the Internet Platform.
  6. Prior to filing the Application the User confirms that he accepts the Rules and that he received the IPID, the GTCI and the GDPR Brochure.
  7. The Insurer confirms the conclusion of the Contract by sending the policy to the e-mail address indicated by the User in the Application.
  8. The Contract is concluded for a period indicated in the policy, during which insurance protection is granted ("Period of Insurance"). The Contract may be extended on terms laid out in the GTCI.
  9. Within 7 days of receiving the policy the User should inform the Insurer about any errors in the data printed in the policy, in particular, discrepancies in the data provided in the Application, and should provide the correct data. After receiving correct data the Insurer will make appropriate modifications about which he will inform the User by sending information about the modifications to the e-mail address provided by him.
  10. During the term of the Contract the policy holder has the right to demand that its tenor be confirmed in writing.

#### § 4

##### **Insurance premium**

1. The value of the insurance premium under the Contract is determined on the basis of the insurance premium calculator found on the Internet Platform after the indicated data are entered in the calculator. The value of the insurance premium is calculated on the basis of data provided by the User and the premium rates in effect on the day the Application is filed.
2. The User can pay the insurance premium using on-line payment, traditional transfer or using Visa, Maestro or Mastercard payment cards.
3. The day of payment is the day the full amount of the insurance premium is received in the bank account whose number is sent by the Insurer to the User's e-mail address after he files the Application.
4. The User bears the costs of connecting to the Internet Platform in accordance with the price list of his telecommunications operator.
5. The User does not bear other costs associated with the conclusion of the Contract apart from the insurance premium and the costs of connecting to the Internet Platform, in accordance with the costs of services of his telecommunications operator.
6. To conclude the Contract the insurance premium must be paid within the deadline specified in the GTCI and in the policy. Should the deadline referred to in this paragraph not be met, the period of validity of the Application expires, the Contract is not concluded and insurance protection is not activated.

#### § 5

##### **Technical requirements and data protection**

1. Data submitted using the form are protected by Secure Socket Layer (SSL) protocol.
2. The operator of the means of distance communication providing services to the Insurer is: Netia with registered office in Warsaw, ul. Poleczki 13, registered in the District Court for the capital city of Warsaw under the number KRS 0000041649 and Polkomtel spółka z ograniczoną odpowiedzialnością with registered office in Warsaw, ul. Konstruktorska 4, registered in the District Court for the capital city of Warsaw under the number KRS 0000419430.

#### § 6

##### **Illegal contents**

It is forbidden for the User to provide contents contrary to the legal order, including illegal contents.

#### § 7

##### **Personal data**

1. The controller of the personal data provided in the Application is Inter Partner Assistance S.A. Branch in Poland with registered office in Warsaw at ul. Prosta 68 (Insurer).
2. The personal data provided in the Application will be processed on terms laid out in the GDPR Brochure.
3. Prior to providing personal data of other persons, the User - when concluding the contract in someone else's name - should obtain their consent to convey their data to the Insurer.

#### § 8

##### **Complaints procedure**

1. The procedure for filing and considering complaints concerning the services being provided by the Insurer is stipulated in the GTCI.
2. The procedure defining the method and deadline for filing complaints associated with the use of the Internet Platform is laid out in the following paragraphs.

3. The User may file the complaint:
  - a) in written form: to the address of Inter Partner Assistance S.A. Branch in Poland with registered office in Warsaw, ul. Prosta 68; 00 – 838 Warszawa
  - b) electronically to the e-mail address: quality@axa-assistance.pl.
2. The Complaint should contain the following data:
  - a) first and last name of the User,
  - b) User's full correspondence or e-mail address to which the reply should be sent,
  - c) description of the problem being reported as well as the subject and circumstances justifying the Complaint,
  - d) actions expected by the User.
3. The Insurer will consider the complaint within 30 days.

#### § 9

##### **Withdrawal from the Contract / Termination of the Contract**

1. Subject to par. 4, the User being a Consumer has the right to withdraw from the Contract without giving any reason and without additional costs by submitting a written declaration to the Insurer within 30 days counting from the day on which the Contract is concluded.
2. In case of withdrawal from the Contract by the User, the Contract is considered not to have been concluded and the User being a Consumer is released from any obligations. Subject to par. 3, whatever the Parties rendered must be returned in unchanged condition (unless the change was necessary within the limits of normal management) within thirty days:
  - a) of withdrawing from the Contract - in case of a User being a Consumer,
  - b) of receiving the declaration of withdrawal from the Contract - in case of the Insurer's performance.
3. Withdrawal from the Contract does not release the User from the obligation to pay the premium for the period during which the Insurer provided insurance coverage.
4. The User being a Consumer has no right to withdraw from the contract if the insurance contract pertains to a trip and baggage or other similar items, if concluded for a period shorter than thirty days.

#### § 10

##### **Final provisions**

1. The Contract is concluded in Polish. The Contract is governed by the Polish law.
2. Any disputes ensuing from or associated with the Contract will be brought before a competent court in accordance with legislation on general jurisdiction or before a court having jurisdiction over the registered office or place of residence of the User (policy holder), insured person or beneficiary under the Contract, and in case claims are pursued by the successor of the policy holder, the insured person or beneficiary under the Contract, before a court having jurisdiction over the place of residence of the successor.
3. The full tenor of the Rules is rendered available to the User free of charge through the Internet Platform in the form making it possible for these Rules to be downloaded, saved and printed.
4. Every User is able and obliged to become acquainted with the full tenor of the Rules prior to concluding the Contract.
5. These Rules were approved by the Order of the Chief Executive Officer of Inter Partner Assistance S.A. Branch in Poland No. 12/2019 dated 20.05.2019 and come into force on 16.06.2019.

Jan Čupa



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CEO

Inter Partner Assistance S.A. Branch in Poland