

## rules of concluding insurance contracts through the internet

These Rules, issued under Article 8.1 of the Act of 18 July 2002 on Electronic Provision of Services, establish terms and conditions of concluding insurance contracts with the Polish Branch of Inter Partner Assistance S.A. through the Internet.

### Article 1 Definitions

In these Rules, the following expressions shall have the following meaning:

- a) GTC - general terms and conditions of insurance, available in the Internet Platform, that represent an integral part of the Contract and regulate the conclusion and implementation of the Contract, performance of the rights and obligations of the Parties and the method of payout of the insurance benefit by the Insurer.
- b) Insurer - Inter Partner Assistance S.A. seated in Brussels (registered under no. 487 by Banque Nationale de Belgique) and operating in Poland through Inter Partner Assistance S.A., Branch in Poland, seated in Warsaw at ul. Chłodna 51, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Commercial Department, under no. 0000320749, NIP 1080006955.
- c) User - a person who uses the Internet Platform and has a full capacity to enter into legal transactions.
- d) Rules - these Rules of Concluding Insurance Contracts Through the Internet, an integral part of the Contract.
- e) Contract - an insurance contract concluded by and between the Insurer and the User under which the Insurer undertakes as an enterprise to provide a specific benefit in the event of an accident covered under the Contract, and the User undertakes to pay premiums.
- f) Internet Platform - the website [www.axa-assistance-insurance.eu/pl](http://www.axa-assistance-insurance.eu/pl) through which the User can read the GTC, these Rules and other documents and information essential to conclude the Contract as well as obtain a calculation of the premium and conclude the Contract.
- g) Application - an application for conclusion of the Contract, in which the User provided, through the Internet Platform, all details necessary to conclude the Contract, following a prior calculation of the insurance premium.

### Article 2 General Provisions

Under these Rules and as part of the Internet Platform, the Insurer shall provide insurance services allowing the User, as a policy holder, to electronically conclude the Contract under the GTC available in the Internet Platform.

### Article 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 as of the day the relevant insurance premium is credited on the Insurer's bank account, provided that the payment was credited on the bank account within the term the Insurer is bound by its offer, following a prior submission of the Application by the User through the Internet Platform. In the event that the Application is sent without paying the premium or the premium is paid after the lapse of the offer validity, the Contract shall not be concluded.
3. Prior to completing and sending the Application and prior to paying the premium, the User shall:
  - a) read the contents of these Rules available in the Internet Platform,
  - b) read the contents of the GTC available in the Internet Platform,
  - c) know the amount of the insurance premium through the premium calculator available in the Internet Platform. In order to calculate the premium, the User shall indicate a relevant option and scope of insurance in the premium calculator. The value of the premium calculated with the premium calculator shall be regarded as an offer within the meaning of the Civil Code. Subject to immediate confirmation of the receipt, the offer shall be binding upon the Insurer until the date defined as the premium payment date. After that date, the premium may not be paid and the offer shall become invalid. The User accepts the offer by sending a Contract Application and paying the due premium in accordance with these Rules.
4. The rights and obligations of the Insured and the Insurer, a specification of benefits available under the Contract and the procedure for claiming in relation with an insured occurrence are set out in the GTC.

5. The Contract shall be concluded on the basis of:
  - a) these Rules,
  - b) the GTC,
  - c) the User's Application,
  - d) the premium calculation obtained by means of the premium calculator available in the Internet Platform.
6. Prior to sending the Application, the User shall confirm that he/she has read and accepted these Rules and the GTC.
7. The Insurer shall confirm the conclusion of the Contract by sending a relevant policy to the address given in the Application.
8. Subject to Paragraph 9 of this Article 3, the Contract shall be concluded for 12 consecutive months during which insurance coverage is provided as specified in the policy ("Term of Insurance"). The Contract shall be automatically extended to subsequent Terms of Insurance. The Contract shall be extended in accordance with the provisions of the GTC.
9. An insurance contract covering a travel, stay or luggage shall be concluded for the insurance period set forth in the policy ("Period of Insurance"), provided that the said period may not be shorter than 1 day.
10. Within 7 days from the receipt of the policy, the User shall notify the Insurer in writing of any discrepancies between the data included in the policy and the actual situation, particularly the data supplied by the User in the Contract Application, and submit the correct data. On receiving the correct data, the Insurer shall update the policy accordingly and notify the User by sending a notification regarding the updates to the address supplied by the User.

### Article 4 Insurance Premium

1. The amount of the premium under the Contract shall be established by means of the premium calculator available in the Internet Platform following submission of the required data. The amount of the insurance premium shall be calculated on the basis of data provided by the User and the insurance premium tariff in force as of the Application date; the calculation is performed by selecting the "calculate premium" option.
2. The User can pay the premium by e-transfer, traditional transfer or credit card Visa, Maestro or Mastercard.
3. The payment shall be deemed made as of the day of crediting the full premium amount on the bank account, the number of which has been emailed to the User by the Insurer and indicated after the User has submitted the Application.
4. The User shall bear the cost of connecting with the Internet Platform in accordance with his/her telecommunications operator's price list.
5. The User shall not bear any costs related to the conclusion of the Contract other than the insurance premium and the cost of connecting with the Internet Platform.
6. In order to conclude the Contract, the insurance premium shall be paid by the date shown in the GTC and policy template available after selecting the "payment" tab. If the date referred to in this Paragraph 6 is not met, the Application's validity shall expire and no insurance cover is extended.

### Article 5 Technical requirements and data protection

1. Technical requirements for concluding the Contract through the Internet Platform are as follows:
  - a) Internet Explorer 8.0 or higher; Google Chrome; Mozilla Fire Fox,
  - b) activated Java Script and Cookies support,
  - c) minimum resolution for the application: 1024 x 768 pixels.
2. Data sent in the application form is protected by the secure protocol Secure Socket Layer (SSL).

### Article 6 Illegal content

The User is not allowed to submit any content conflicting with the legal order, including illegal content.

**Article 7  
Personal Data**

1. Personal data sent in the Application is administered by Inter Partner Assistance S.A. Branch in Poland seated in Warsaw at ul. Chłodna 51.
2. Personal data sent in the Application shall be processed for the purposes of implementation of the Contract and other substantiated purposes pursued by the data administrator. Subject to the User's approval, personal data shall also be processed for the purpose of sending commercial information, within the meaning of the Act of 18 July 2002 on Electronic Provision of Services, to the e-mail address provided by the User or using a telephone, electronic mail, automated calling system or other means of electronic communication to make a proposal regarding conclusion of a contract.
3. The User shall have the right to access and update his/her personal data.
4. Submitting personal data requested in the Application shall be voluntary.
5. If the Contract is concluded for other people, the User shall obtain their prior approval for submitting their data to the Insurer.

**Article 8  
Complaint Procedure**

1. The procedure shall apply to all complaints and inquiries made by the User regarding the Insurer's operations.
2. All complaints and inquiries shall be sent to the Insurer's Quality Department by:
  - a) email to [quality@axa-assistance.pl](mailto:quality@axa-assistance.pl)
  - b) mail to:  
Quality Department  
Inter Partner Assistance Polska S.A.  
ul. Chłodna 51  
00-867 Warszawa.
3. The correspondence shall include the following details:
  - a) full mailing or email address for the response,
  - b) policy number,
  - c) description of the reported problem and circumstances that substantiate the report,
  - d) expected action.
4. In the event that the complaint settlement process requires additional information regarding the claim report, the User shall be obliged to supply all data and information requested by the Insurer to settle the claim.
5. The Insurer shall inform the User in an email, to the address specified in the User's email, or by regular mail, to the address specified by the User, that the claim report has been settled within 14 business days from the receipt of the report or the receipt of necessary data, information or documents requested from the User. If additional explanations are required from third parties, the said date may be extended accordingly.

**Article 9  
Renouncing the Contract**

1. Subject to Paragraph 4 of this Article 9, the User that is a consumer shall have the right to renounce the Contract without stating reasons for doing so and at no additional cost by submitting a relevant written statement to the Insurer within 30 days from the day on which the conclusion of the Contract is confirmed with a relevant insurance policy in accordance with Article 3 Paragraph 7 of these Rules.
2. If the Contract is renounced by the User, it shall be regarded as not concluded and the User that is a consumer shall be relieved of all obligations. Subject to Paragraph 3 of this Article 9, what the Parties have provided shall be returned in an unaltered condition (unless a change has been necessary within the usual management) within thirty days:
  - a) from the Contract renouncement date - in the case of a User that is a consumer,
  - b) from the receipt of the User's statement regarding renouncing of the Contract - in the case of the Insurer.
3. Renouncing of the Contract shall not relieve the User from the obligation to pay the premium for the period over which the Insurer provided the insurance cover.
4. No User that is a consumer shall have the right to renounce the Contract if it has been concluded to insure travel or luggage or other similar subjects, if such Contract has been concluded for a period shorter than thirty days.

**Article 10  
Final Provisions**

1. The Contract shall be concluded in Polish and governed by Polish law.
2. Claims action under an insurance contract shall be initiated in accordance with general jurisdiction or at a court of appropriate jurisdiction for the policy holder's or the insured's seat or place of residence.
3. The full text of these Rules is available free of charge through the Internet Platform in a format in which it may be downloaded, recorded and printed.
4. Any User has the opportunity and obligation to read the full text of these Rules prior to concluding the Contract.
5. These Rules have been approved under Regulation of the Chief Executive Officer of Inter Partner Assistance S.A. Branch in Poland No. 10/2014 dated 16 September 2014 and shall enter into force on 23 September 2014.



Jan Ćupa  
Chief Executive Officer  
Inter Partner Assistance S.A. Branch in Poland