

ERGO

Ubezpieczenia Podróży

**Travel Insurance Conditions for the Customers of ITAKA Tour
Operator No. 10.11.014**

ERGO Reiseversicherung AG

with its registered office in Munich, acting through its Division in Poland

Information concerning insurance contracts based on "Travel Insurance Conditions for the Customers of ITAKA Tour Operator" No. 10.11.014 in accordance with the Regulation of the Minister of Finance of 16 December 2015 on the method of preparing the information included in contract specimens used by the insurance company (Journal of Laws item 2189)

	Conditions for payment of damages and other benefits	Limitations and exclusions of the Insurer's liability permitting to refuse payment of damages, benefits or reducing them
General provisions	§ 1 sec. 2–5, § 8 sec. 6, §§ 9–12, § 13 sec. 3, § 18	§ 3 sec. 8, § 9 sec., § 10 sec., § 13 sec. 2,4, § 17
Trip cancellation	§§ 19–20, § 21 sec.1–3, § 24	§ 21 sec. 4, §§ 22–23
Trip interruption	§§ 25–27, § 30	§ 26 sec. 2–7, §§ 28–29
Medical and transport expenses	§§ 31–33, § 34 sec. 1–2, § 35 sec. 2, § 36	§ 34 sec. 3–4, § 35 sec.1
Accident insurance	§§ 37-41, § 43	§ 41 sec. 11, § 42
Travel luggage	§§ 44–46, § 47 sec.1–4, § 48, §§ 50–51	§ 47 sec. 5–6, § 49
Civil liability insurance in private life	§ 52, § 53 sec. 1–2, § 55	§ 53 sec. 3, § 54
Search and rescue	§§ 56-58, § 60	§ 59
Sports equipment	§§ 61-63, § 64 sec.1-3, § 65, §§ 67-68	§ 64 sec. 4, § 66
Costs of rehabilitation	§§ 69-71, § 73	§ 72
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Paragraphs 1-18 pertain to all insurances during travel of the Insurer ERGO Reiseversicherung AG with its seat in Munich, acting through its Division in Poland. The subject and scope of insurance coverage has been specified accordingly in sections A-J.

§ 1 Insurance contract and scope of insurance

1. On the basis of these Insurance Conditions, ERGO Reiseversicherung AG with its seat in Munich, acting through its Division in Poland, hereinafter referred to as the Insurer, in the scope of the activities of its company, concludes insurance contracts with physical persons, legal persons and organizational bodies not being legal persons, hereinafter referred to Insuring Parties.

2. The insurance contract may include in its scope the insurance of:

- 1) trip cancellation,
- 2) trip interruption,
- 3) medical and transport expenses,
- 4) accidents,
- 5) luggage and the costs of delay in delivery of luggage,
- 6) civil liability in private life,
- 7) search and rescue costs,
- 8) sports equipment,
- 9) costs of rehabilitation,
- 10) costs of provision of assistance.

3. The scope of insurance, sums insured (SI), and liability limits for individual insurances are presented in Table 1 below:

Table 1

Scope of insurance	Itaka Simple	Itaka Complex	Itaka Prestige
Costs of treatment or transport, including but not limited to:	EUR 20,000	EUR 50,000	EUR 300,000
– outpatient treatment costs	EUR 1,000 (sublimit)	EUR 1,000 (sublimit)	EUR 1,000 (sublimit)
– dental treatment costs	PLN 1,000 (sublimit)	PLN 2,000 (sublimit)	PLN 2,000 (sublimit)
– funeral expenses abroad	EUR 1,000 (sublimit)	EUR 1,000 (sublimit)	EUR 1,000 (sublimit)
– medical and transport expenses related to the consequences of chronic diseases,	—	—	up to the sum insured of medical expenses
– medical and transport expenses related to the consequences of practicing high-risk sports	—	—	EUR 50,000 (sublimit)
Consequences of accidents: – permanent damage to health – death	PLN 5,000 PLN 2,500	PLN 40,000 PLN 20,000	PLN 50,000 PLN 25,000
Consequences of incidents under the influence of alcohol (within the scope of costs of treatment or transport, accident and assistance insurance)	—	+	+
Luggage, including: – luggage delivery delay	—	PLN 2,000 PLN 1,000	PLN 4,000 PLN 1,000
Trip interruption	—	PLN 5,000	PLN 10,000
Civil liability in private life: – personal injury – damage to property	—	PLN 300,000 PLN 150,000	PLN 400,000 PLN 200,000
including civil liability insurance in connection with practicing amateur high-risk sports: – personal injury – damage to property	—	—	EUR 20,000 EUR 4,000 (sublimit)
Search and rescue costs	—	EUR 5,000	EUR 8,000
Costs of assistance:	Basic Assistance	Extended Assistance	Extended Assistance

4. At the request of the Insuring Party, against payment of an additional premium, with keeping the remaining provisions of these Insurance Conditions unchanged, the scope of insurance of the available variants, valid during the Insured's trip abroad, may be extended to include:

1) **consequences of chronic diseases**, the coverage is shown in Table

2: Table 2

	Itaka Simple	Itaka Complex	Itaka Prestige
Consequences of chronic diseases	upon payment of an additional premium, extended scope of coverage up to the sum insured for the medical or transport expenses specific to the selected variant		included in the coverage

2) **acts of terrorism**, that occurred suddenly and unexpectedly during the Insured's trip abroad, subject to the provisions of § 18, the coverage is shown in Table 3:

Table 3

Extended coverage under:	Itaka Simple	Itaka Complex	Itaka Prestige
upon payment of an additional premium			
medical and transport expenses	up to SI	up to SI	up to SI
consequences of accidents	up to SI	up to SI	up to SI
search and rescue costs	—	up to SI	up to SI
costs of provision of assistance	within the scope and limits applicable to the selected variant		

3) **SKI&SPORT Package**, the coverage is shown in

Table 4: Table 4

SKI&SPORT Package	Itaka Simple	Itaka Complex	Itaka Prestige
upon payment of an additional premium			
Extended coverage of the costs of treatment or transport by damages resulting from practicing high-risk sports	up to SI	up to SI	up to SI
Extended accident insurance coverage consequences of practicing amateur high-risk sports	up to SI	up to SI	up to SI
Search and rescue costs	EUR 5,000	EUR 5,000	EUR 8,000
Civil liability extended to include damages caused to third parties in connection with practicing high-risk sports: – personal injury – damage to property	EUR 20,000 EUR 4,000	EUR 20,000 EUR 4,000	EUR 20,000 EUR 4,000
Sports equipment , including: – equipment delivery delay	PLN 4,000 PLN 800	PLN 4,000 PLN 800	PLN 4,000 PLN 800
Costs of rehabilitation	PLN 5,000	PLN 5,000	PLN 5,000
Active Assistance: – costs of equipment rental – costs of the season ticket and classes in school	EUR 105 EUR 250	EUR 105 EUR 250	EUR 105 EUR 250

4) **practicing amateur high-risk sports** under Itaka Simple and Itaka Complex variants, the coverage is shown in Table 5:

Table 5

Extended coverage under:	Itaka Simple	Itaka Complex
upon payment of an additional premium		
medical and transport expenses	up to SI	up to SI
consequences of accidents	up to SI	up to SI
search and rescue costs	—	up to SI
civil liability for damages caused to third parties in connection with practicing amateur high-risk sports: – personal injury – damage to property	— —	EUR 20,000 EUR 4,000
costs of provision of assistance	within the scope and limits applicable to the selected variant	

5) **practicing amateur extreme sports** under Itaka Complex and Itaka Prestige variants, the coverage is shown in Table 6:

Table 6

Extended coverage under:	Itaka Complex	Itaka Prestige
upon payment of an additional premium		
medical and transport expenses	up to SI	EUR 50,000 (sublimit under SI)
consequences of accidents	up to SI	up to SI
search and rescue costs	up to SI	up to SI
civil liability for damages caused to third parties in connection with practicing amateur extreme sports: – personal injury – damage to property	EUR 20,000 EUR 4,000	EUR 20,000 EUR 4,000
costs of provision of assistance	within the scope and limits applicable to the selected variant	

5. At the request of the Insuring Party, **against payment of an additional premium**, with keeping the remaining provisions of these Insurance Conditions, the coverage may be extended to include **trip cancellation insurance** under two variants presented in Table 7:

Table 7

Trip cancellation insurance	Cancellation PLUS 80	Cancellation PLUS 100
Costs of trip cancellation extended to include the consequences of chronic diseases	the sum insured equal to the price of the tourist event or the price of the trip, however, not more than PLN 25,000 per person	the sum insured equal to the price of the tourist event or the price of the trip, however, not more than PLN 25,000 per person

Definitions

§ 2 Definitions

Within the meaning of these Insurance Conditions, the terms below shall be understood as follows:

- 1) acts of terrorism – illegal organized actions for ideological, religious or political motives, individually or in group, directed against persons and/or objects in order to introduce chaos, intimidate a population, and disorganize public life by using violence, and also threats against society to intimidate it in order to achieve political, religious or social objectives,
- 2) practicing amateur skiing – recreation and a sports activity, not connected with receiving financial and economic gratification, in the field of all forms of movement with the use of skiing and snowboarding equipment, in order to improve dexterity and health efficiency, practiced in marked downhill, running routes,
- 3) practicing amateur sports – sport activity performed solely for recreational purposes, i.e. leisure, entertainment, personal development, improving fitness or health,
- 4) tour operator – an entity running business operations in the territory of the Republic of Poland, in line with valid law, possessing the rights to run business operations of a travel organizer or a travel agent, which concluded a contract for provision of travel services or a trip contract with the Insuring Party,
- 5) Alarm Centre – an organizational entity indicated by the Insurer, dedicated to providing services in the scope of providing assistance under the insurance contract,
- 6) chronic disease – a medical condition diagnosed prior to concluding the insurance contract, which has at least one of the following characteristics: it is characterized by slow development, long-lasting course, requires treatment in a continuous or periodic manner, in its course there may be periods of disappearing symptoms or their exacerbation (intensification); exacerbations due to infections (including exacerbations of chronic diseases of the respiratory system) and exacerbations due to injuries (including osteoarthritis) of conditions diagnosed before the conclusion of the insurance contract and treated during the 12 months before the date of conclusion of the insurance contract are also considered chronic diseases,
- 7) family member – parents, adoptive parents, step-parents, siblings, spouse, concubine or cohabitant, children (including adopted), step-children, grandparents, grandchildren, in-laws, son-in-law, daughter-in-law, sister-in-law, brother-in-law, siblings' children,
- 8) insurance document – a policy, insurance certificate or other document confirming the conclusion of the insurance contract,
- 9) epidemic of a contagious disease – an occurrence in the given area of contagious disease or infections in a number significantly higher than in the earlier period or occurrence of contagious diseases or infections which have not previously occurred,
- 10) integral franchise – the amount up to which the Insurer is not responsible for the damages.
- 11) tourist event – an event within the meaning of the Act of 24 November 2017 on Tourist Events and Related Tourist Services,
- 12) theft with burglary – a seizure or an attempt to seize property from a closed premises or a car trunk after previously removing the protection by force or opening the entrance (lid of the trunk) using tools, or a forged or adapted key, or the original key into possession of which the perpetrator had come as the result of burglary in another room or as the result of robbery,
- 13) country of domicile – the Republic of Poland or the country where the person is covered by social insurance.
- 14) outpatient treatment – any treatment aside from that which lasts continuously for at least 24 hours of stay in a hospital or other medical facility,
- 15) hospital treatment (hospitalization) – a stay in a medical facility, lasting continuously for at least 24 hours;
- 16) place of domicile – the place of permanent residence and the place where a person resides or stays with the intention of permanent stay,
- 17) sudden illness – a medical condition occurring suddenly, requiring immediate medical assistance; acute coronary syndromes, cardiac arrhythmias, strokes and transient ischaemic attack (TIA), unless, prior to the conclusion of the insurance contract, no cardiovascular disease (including ischaemic heart disease, hypertension) or diabetes occurred,
- 18) next of kin –
 - a) family member,
 - b) a person who, during the trip of the Insured or travel co-participant, took care of his/her underage children or other family members who needed care,
- 19) skiing – cross-country skiing, downhill skiing and snowboarding on marked routes,
- 20) consequences of chronic diseases – sudden and unpredictable exacerbations (intensification of symptoms) or complications of chronic diseases,
- 21) accident – a sudden event independent of the victim's will, incurred by an external cause,
- 22) liability period – the period in which the Insurer is responsible for indemnifiable accidents sustained during its lifetime,
- 23) insurance period – the period indicated in the insurance document for which the parties concluded the insurance contract, and during which the Insurer provides insurance coverage,
- 24) accompanying person – a person taking the entire trip with the Insured and specified by him/her for accompanying him/her during treatment or transport,
- 25) third party – person outside insurance relation,
- 26) entitled person – a person or persons designated in writing

- by the Insured, who are to receive the benefit conferred due to the death of the Insured under the accident insurance, as well as the person or persons onto which the entitled person's claim is transferred after death, as right to property belonging to the inheritance of the entitled person,
- 27) person requested to accompany – a family member or other person indicated by the Insured, who due to the absence of an accompanying person will come to accompany him/her during the course of treatment or transport, or in the event of the Insured's death in order to accompany the body during transport,
 - 28) SKI&SPORT Package – a package of insurance risks related to practicing amateur high-risk sports, including an extended risk of the medical and transport expenses incurred during a trip abroad, accident insurance, civil liability insurance and of search and rescue insurance, sport equipment insurance, rehabilitation insurance and Active Assistance insurance,
 - 29) pandemic – an epidemic of a contagious disease covering an area of a significant part of the continent or several continents,
 - 30) trip – any movement and/or stay outside the place of the domicile of the Insured for tourist purposes,
 - 31) trip abroad – any movement and/or stay outside the country of domicile of the Insured for tourist purposes,
 - 32) employment – the Insured taking up or performing activities for which he/she receives remuneration,
 - 33) practicing professional sports – practicing sports within sport sections or sport clubs to earn,
 - 34) carrier – a company endowed with all permits and licenses, enabling the payable transport of persons and property by means of transport by land, air or sea,
 - 35) resident – any physical person residing on the territory of the Republic of Poland with the intention of permanent residence,
 - 36) robbery – stealing movable property by using or threatening to use physical violence, or causing the Insured to be unconscious or defenceless,
 - 37) commencement of trip – the moment of leaving the place of domicile in order to travel,
 - 38) elementary risks – the following random events:
 - a) violent rain – rainfall with a performance coefficient of at least 4, confirmed by the competent meteorological Institute; single damages are regarded to be caused by violent rain, if action of violent rain has been confirmed in the immediate vicinity,
 - b) volcanic eruption – a phenomenon of any volcanic material coming out to the surface or to the atmosphere, i.e. magma, pyroclastic materials, gases, vapours,
 - c) hail – precipitation consisting of ice nuggets causing massive damage; single damages are regarded to be caused by hail, if action of hail has been confirmed in the immediate vicinity,
 - d) hurricane – an act of the wind with velocity of no less than 24m/sec, causing massive damage, as a confirmation of this phenomenon one assumes the factual state and the scale of damage at the place of occurrence of the damage or in its proximity, certifying about the activity of the hurricane,
 - e) avalanche – a rapid slip off or sliding of masses of snow, ice, mud or stones from flanks and slopes on mountain or rolling terrains,
 - f) landslide – violent movement of land masses, not caused by human activity,
 - g) flood – sinking of the land as a result of the increase in water levels in the river basins of flowing or standing waters, or as a result of run-off of waters from flanks and slopes on mountain or rolling terrains,
 - h) fire – the activity of fire, which penetrated outside the fireplace or occurred without a fireplace and could spread on its own,
 - i) earthquake – a natural, short and sharp shock (or series of shocks) of land, formed under the surface of the Earth and emanating in the form of seismic waves from the centre (epicentre), located on the surface where the vibrations are strongest; in determining the strength of an earthquake, magnitude scale is used (Richter scale),
 - j) lightning strike – a direct discharge of electric charge from the atmosphere to earth through the property,
 - k) crash of an aircraft – a catastrophe, or forced landing of an engine aircraft, non-engine aircraft or other flying object, as well as the fall of its part or cargo, excluding fuel dump,
 - l) flooding – the consequences of the activities of water, arising as a result of:
 - (i) water, steam or liquids released as a result of damage to the water supply, sewerage or heating network systems,
 - (ii) the withdrawal of water or sewage from the public sewerage system,
 - (iii) leaving open faucets or other valves in network devices specified in subpoint (i),
 - m) land subsiding – the collapse of ground level due to the collapse of natural, empty spaces in the ground, except in the case of damage related to the movement of a mining plant,
 - 39) extreme sports – participating in tours or expeditions to places that are characteristic of extreme weather or natural conditions (such as: desert, bush, jungle, the poles and glacial and snowy areas requiring the use of assistance equipment) and practicing sports that require extraordinary skills, courage and activity in conditions of high risk, often life-threatening: air sports, bungee jumping, parkour, freerun, caving, abseiling, mountaineering, Himalayan mountaineering, any activities at an altitude of 4,500 meters above sea level and in difficult terrain or climate conditions, ice climbing, ski jumping, heli-skiing, heliboarding, bobsleighting, mountain biking, hydrospeed, motocross, all kinds of acrobatic stunts,
 - 40) air sports – practicing ballooning, hang gliding, paragliding, parachuting, gliding and all kinds of varieties, as well as practicing disciplines related to movement in the sky,
 - 41) high-risk sports – skiing, diving with breathing apparatus, free diving below 10 m below sea level, rafting and other sports practiced on mountain rivers (with the exception of hydrospeed), sailing on the seas and oceans, rock climbing and alpine climbing (with the exception of mountaineering and Himalayan mountaineering), bouldering, any activities at an altitude of 2,500 to 4,500 meters above sea level, martial arts or any kind of defence sports, hunting, shooting, fencing, ice hockey, ice-skating, mounting and riding on rideable and draft animals, polo, quad riding, go-karting, water skiing and jet-skiing, riding on objects towed by vehicles designed to travel on water, kitesurfing and sports that use vehicles designed for traveling on snow or ice,
 - 42) ski equipment – cross-country and downhill skis, snowboard, bindings, poles, skiing and snowboard boots, helmet and goggles,
 - 43) sports equipment – all items, not being clothing, intended for practicing any kind of sports (e.g. bicycle, surfboard, golf clubs), including accessories; ski equipment included,
 - 44) strike – collective, voluntary cessation of work by employees for some time in one or more establishments, institutions, which are an expression of protest, e.g. political, economic, and requesting changes,
 - 45) war zone – areas where hostilities are being conducted, where the following are taking place: revolution, rebellion, riots or unrest with weapons. It does not matter whether war has been declared or not, if the area has been declared by a war zone by the Ministry of Foreign Affairs. These areas also include areas where military operations are being conducted, such as: uprisings, rebellions, civil war, martial law, guerrilla warfare, siege,
 - 46) sum guaranteed – the upper limit of the Insurer's liability in civil liability insurance, referred to in § 1 sec. 2 point 6), set out in Polish Zloty,
 - 47) sum insured (SI) – the upper limit of the Insurer's liability in insurance referred to in § 1 sec. 2 points 1)–5) and 7)–10), set in Polish Zloty or in foreign currency converted into the Polish currency at the average exchange rate of the Narodowy Bank Polski on the day preceding the insurance contract,
 - 48) damage to property – loss, damage or destruction of material objects, including real estate and movable property,
 - 49) personal damage – death, bodily injury or health upsets,
 - 50) Insuring Party – a physical person, legal person or organizational entity without legal personality, with which the Insurer concludes an insurance contract and which is the only entity obliged to pay the insurance premium,
 - 51) Insured – a physical person covered by insurance, specified in the insurance document,
 - 52) deductible – the amount by which the Insurer reduces the granted damages.
 - 53) trip contract – a contract for provision of one tourist service, i.e.: a hotel stay contract, a transport contract, a cruise contract or a contract for yacht charter,
 - 54) entitled individual – the Insured, while in the case of civil liability insurance – the injured party being the third party,
 - 55) travel co-participant – a person who, together with the Insured, booked the trip and who is covered by the trip cancellation insurance,
 - 56) competitive sports – practicing sports within sport sections or clubs, in the form of regular, intense training while participating in fitness and training camps or competitions and sports events not associated with receiving salary or any financial gratification,
 - 57) indemnifiable accident – a fortuitous event covered by insurance which gives rise to a claim for payment of damages or benefit,
 - 58) end of the trip – the moment of arrival to the place of domicile after the completion of the trip,
 - 59) random event – a future and uncertain event independent of the Insured's will, which took place during the period of the Insurer's liability.

General provisions

§ 3 Conclusion of insurance contract

1. The insurance contract is concluded at the request of the Insured.
2. The insurance contract is concluded on the territory of the Republic of Poland.
3. Half-yearly insurance can only be concluded at the request of a resident Insured.
4. The conclusion of an insurance contract is confirmed by the insurance document.
5. The insurance document must contain at least the following: name and surname of the Insuring Party, name and surname of the Insured (if the insurance contract is concluded for a third party), period of insurance, insurance option, scope of additional risks and premium amount, and in the case of insurance, costs of cancelling a trip, also sum insured.
6. These Insurance Conditions constitute an integral part of the insurance contract.
7. The Parties may enter into the insurance contract provisions that are additional to or different from those set out in these Insurance Conditions in the form of contractual clauses, with the proviso that they must be made in writing and in full wording attached to the contract in order to be valid.
8. The trip cancellation insurance contract may be concluded at the latest within 14 days from the date of booking the tourist event or of the trip contract counted from the day after the date of booking, unless the booking of the tourist event takes place within less than 30 days before the departure date. In such a case the conclusion of the trip cancellation insurance contract can be made only on the date of booking the tourist event or trip contract.

§ 4 Conclusion of a contract for the benefit of a third party

1. The Insuring Party may conclude an insurance contract for the benefit of a third party.
2. If the insurance contract has been concluded for the benefit of a third party, the Insuring Party is obliged to submit the Insurance Conditions to the Insured before concluding the insurance contract.
3. The Insurer shall be entitled to claims for payment of a premium only against the Insuring Party. The Insurer may raise an objection affecting its liability also against the Insured.
4. The Insured shall be authorized to demand the damages or benefit due directly from the Insurer.

§ 5 Territorial scope

Insurance coverage is provided in the following geographical zones, subject to the provisions of § 17 and § 18:

Table 8

Europe	World
<p>– countries located on the European continent, i.e. Albania, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Montenegro, Czech Republic, Denmark (including the Faroe Islands), Estonia, Finland, France, Greece, Spain, Netherlands, Ireland, Iceland, Liechtenstein, Lithuania, Luxembourg, Latvia, Macedonia, Malta, Moldova, Monaco, Germany, Norway (including Svalbard and the island Jan Mayen), Portugal (including the archipelago of the Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland, Sweden, Ukraine, Vatican City, Hungary, the United Kingdom (including the Isle of Man, Guernsey, Jersey, Orkney, Shetland and the Gibraltar peninsula), Italy and the Canary Islands (Spain), the archipelago of Madeira (Portugal),</p> <p>– non-European countries such as: Cyprus, Egypt, Georgia, Israel, Jordan, Morocco, Tunisia, Turkey</p>	<p>territories of all the countries of the world</p>

§ 6 Insurance premium

1. The insurance premium is determined based on the tariffs valid as of the date of conclusion of the insurance contract. The amount of the insurance premium depends on the insurance variant, the scope of additional risks, the territorial scope, the insurance period.

2. The premium is payable once, in full, at the latest on the day of concluding the insurance contract, unless the parties agreed otherwise.
3. If the premium payment is made in the form of a postal order, the payment day is deemed to be the date of the postmark. In the case of payment by bank transfer, the payment day is deemed to be the date of debiting the account of the party making the payment.

§ 7 Insurance period and liability period of the Insurer

1. The insurance period shall be specified in the insurance document.
2. The liability period of the Insurer starts from the date and time indicated in the insurance document as the date marking the beginning the insurance period, but no earlier than the moment of commencement of trip, provided that the premium is paid, with reservation to the provisions of sec. 3 and 5 of this paragraph.
3. In the case of concluding the insurance contract on behalf of the Insured who is residing outside the country of domicile, the liability period of the Insurer starts after 3 days (grace period), starting from the day following the date of conclusion of the insurance contract and payment of premiums. The grace period does not apply in the case of extending the validity period of insurance contracts (renewal of insurance coverage), provided that the extension is made before the expiry of the period of validity of the renewed contract, keeping the continuity of the coverage period.
4. The Insurer's liability period ends on the date indicated in the insurance document as the end date of the insurance period, but not later than upon completing the trip, unless the insurance relation expired before that date or the sum insured/guaranteed was exhausted, subject to the provisions of sec. 5 below.
5. The liability period for individual types of insurance is presented in Table 9:

Table 9

Liability period for individual types of insurance		
Type of insurance	Start	End
Medical and transport expenses	upon crossing the border of the country of domicile on departure	upon crossing the border of the country of domicile on return
Search and rescue costs		
Trip interruption		
Civil liability		
Accident	upon leaving the place of domicile (on the way directly to the border in the country of domicile) on departure	upon return to the place of domicile (on the way directly from the border) in the country of domicile on return
Luggage / sports equipment		
Trip cancellation	on the date of conclusion of the insurance contract	<ol style="list-style-type: none"> 1) at the hour of departure on the day indicated in the travel document, as the moment of commencement of the tourist event, subject to item 2) below, 2) 24 hours before the planned beginning of the stay at the destination place in the case of a tourist event with own means of transport, 3) at the hour of departure on the day indicated in the trip contract (transport contract), 4) at the time of check-in at the hotel or accommodation facility (apartment, summer cottage), on the first day of stay in accordance with the trip contract (hotel stay contract), 5) at the time of collecting the yacht from the rental company, on the date indicated in the trip (yacht rental) contract as the contract commencement date; <p>but no later than the date shown in the insurance document as the date of commencement of trip.</p>

6. The Insurer shall automatically extend the period of insurance up to 3 months if return of the Insured to the country of domicile must be delayed due to sudden illness or accident, covered by insurance coverage (continuation of treatment), subject to sec. 7 below.
7. The decision whether treatment may be qualified as continuation of treatment or not rests with the doctor of the Alarm Centre, and shall be made after acquiring an opinion of the doctor conducting the treatment.

§ 8 Withdrawal from and termination of insurance contract

1. If the insurance contract was concluded for a period longer than 6 months, then the Insuring Party has the right to withdraw from the contract within 30 days, and if the Insuring Party is an entrepreneur - within 7 days of conclusion of the contract. Withdrawal from the insurance contract does not release the Insuring Party from the obligation to pay the premium for the period during which the Insurer provided insurance coverage, subject to the provisions of sec. 3 and 8.
2. If the insurance contract was concluded for a period longer than 30 days, then the Insuring Party has the right to terminate the contract at any time, with a 7-day notice period, effective at the end of the week following the week in which the termination was filed. Termination of the insurance contract does not relieve the Insuring Party from the obligation to pay premiums for the period in which the Insurer provided the insurance coverage.
3. In the case of concluding the insurance contract by using means of remote communication with the consumer, the time limit within which it withdrawal from the contract can take place is 30 days from the date of informing him/her of the conclusion of the insurance contract. The Insuring Party being a consumer has no right to withdraw from the insurance contract if the insurance contract was concluded for a period shorter than 30 days.
4. In the event of withdrawal or termination of the insurance contract and the termination of insurance before the end of the insurance period for which the insurance contract was concluded, the Insuring Party is entitled to a refund of the premium for the unused coverage period, subject to the provisions of sec. 5.
5. No refund of premium is entitled if the insurance contract expires as a result of depleting the sum insured/guaranteed.
6. The date of withdrawal or termination shall be the date of sending by registered post a written statement of the Insuring Party on withdrawal or termination of the insurance contract.
7. The premium refund amount is determined in proportion to the unused period of insurance.
8. If the Insurer did not inform the Insuring Party being a consumer of the right to withdraw from the contract at the latest at the time the contract was concluded, the 30-day period shall run from the day on which the consumer became aware of this right.

§ 9 General obligations of the Insuring Party and the Insured

1. The Insuring Party shall be obligated to inform the Insurer about any and all circumstances known to the Insurer, about which the Insurer inquired in writing before concluding the insurance contract. If the Insuring Party concludes the contract through a representative, this obligation also charges the representative and additionally covers circumstances known to him/her. In the case of the Insurer's conclusion of an insurance contract despite the lack of answers to the individual questions, the omitted circumstances shall be deemed irrelevant.
2. During the term of the insurance contract, the Insuring Party is obliged to notify the Insurer of any changes in circumstances referred to in sec. 1, as soon as they become known.
3. In the case of conclusion of an insurance contract for the benefit of a third party, the obligations stipulated in the preceding sections of this paragraph shall rest both with the Insuring Party and the Insured, unless the Insured had no knowledge about conclusion of the contract for his/her benefit.
4. The Insurer shall not be liable for the effects of circumstances which had not been notified to the Insurer with violation of previous sections of this paragraph. If violation of the sections preceding this paragraph had been the result of an intentional act, in the case of any doubt one shall assume that the indemnifiable accident foreseen by the contract as well as its results are the effect of the circumstances referred to in the preceding sentence.

§ 10 General obligations of the Insuring Party and the Insured in the event of an indemnifiable accident

1. The Insured is obliged to notify the Insurer about the occurrence of the insurance event immediately, not later than within 3 days of the date of its occurrence or the date of obtaining news of it. In the case of violation of this obligation, either intentional or due to gross negligence, the Insurer may decrease the damages or benefit accordingly, if the said violation contributed to increasing the damage or made it impossible for the Insurer to determine the circumstances and effects of the accident.
2. In the event of an indemnifiable accident, the Insured is obliged to use

available resources to rescue the subject of insurance and to prevent loss or reduce its size, and to refrain from actions leading to its increase. In the event of breach of this duty deliberately or through gross negligence, the Insurer is free from liability for damages caused because of this.

3. The Insurer is obliged, within the limits of the sum insured, to reimburse for any costs resulting from use of means referred to in sec. 2, if the said means had been expedient, even if they turned out to be ineffective.
4. In addition, the Insured shall be obligated to:
 - 1) allow the Insurer to perform actions aiming at determination of the circumstances of occurrence of the indemnifiable accident, the validity of the claim and amount of damages or benefit, provide the necessary documentation, provide support and explanations, and if necessary, release doctors from the obligation to maintain doctor's confidentiality.
 - 2) comply with the instructions of the Insurer and the Alarm Centre, provide all necessary information and authorizations,
 - 3) notify the Insurer about the conclusion of the insurance contract with another insurer, covering the risks insured under the insurance contract with the Insurer with information of the company of that insurer and the sum insured/guaranteed.
5. The Insurer reserves the right to request documents needed to determine the cause of the indemnifiable accident, liability for the damage or the amount of damages or benefits, as well as the right to verify the documents submitted in the course of liquidation proceedings and to consult specialists.
6. Failure to fulfil any of the obligations stipulated in sec. 4 of this paragraph shall constitute basis for refusal to pay damages or benefits in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages or benefits.
7. In addition to the general obligations set out in sec. 1, 2, and 4 of this paragraph, the Insured is also obliged to fulfil the obligations set out in sections A - J, for each type of insurance.

§ 11 General rules for determining and paying damages or benefits

1. The Insurer shall pay damages or benefit based on the recognition of a claim of the entitled individual under the insurance contract or entitled person, as a result of the findings made in the liquidation proceeding, settlement concluded or final judgment of the court.
2. The Insurer shall pay damages or benefits within 30 days from the date of filing the claim, subject to sec. 3 below.
3. If clarification within the period above of all the circumstances necessary to establish the liability of the Insurer or the amount of damages or benefits turns out to be impossible, damages or benefits shall be fulfilled within 14 days from the date on which, while exercising due diligence, an explanation of these circumstances was possible. However, the indisputable part of the benefit is paid by the Insurer within the period specified in sec. 2 above.
4. The damages or benefit shall be paid in the Polish currency, excluding the costs reimbursed directly abroad to issuers of bills and cash benefits under the first aid provided in the scope of assistance insurance, provided that they are first accepted by the Alarm Centre.
5. If the amount of the claim has been determined on the basis of bills or documents issued in foreign currency, and the damages are to be paid in Polish currency, it is converted into the Polish currency according to the average exchange rate of Narodowy Bank Polski of the day preceding the date of determining damages (decision issued).
6. Reimbursement of the costs incurred that are the subject of the claim, including, among others, medical and transport expenses, takes place solely based on the documentation confirming the costs incurred.
7. Any costs covered by the scope of the insurance shall be returned to the person who incurred them, or directly to issuers of bills.
8. If the cause of the claim is the death of the Insured, damages are paid to the entitled person.
9. If damages or benefits are not due or are due in a different amount than that specified in the reported claim, the Insurer shall notify the claimant in writing specifying the circumstances and legal basis that justify the total or partial refusal of the payment of damages or benefits.

§ 12 Proceedings in the absence of acceptance of the Insurer's decision

If the entitled individual does not agree with the decision of the Insurer, in the refusal to satisfy the claim or the amount of damages or benefit, he may, within 30 days of receipt of the Insurer's decision, submit in writing to the address of the Insurer a request to reconsider the claim.

§ 13 Insurance regression

1. On the date of payment of damages, the claim against a third person responsible for occurrence of damage, to which the Insuring Party is entitled, is transferred onto the Insurer, up to the amount of the paid damages (recourse claims).
2. The claims referred to in sec. 1 against a person with whom the Insuring Party lives or for whom it is responsible are not transferred onto the Insurer, unless this person caused the damage intentionally.
3. The Insuring Party is obliged to secure the ability to pursue claims for damages against those responsible for the damage, in particular to provide the Insurer with all information and documents necessary to investigate claims.
4. In the case of the Insuring Party's renouncement of rights without the consent of the Insurer, to which it is entitled from third persons under the caused damage, the Insurer may refuse to pay damages in full or in part or to demand return of the paid damages.

§ 14 Form of notice and language of communication

1. Subject to the provisions of § 15, all notices and statements addressed to the Insurer shall be submitted in writing, against receipt, or sent by registered post.
2. The language of correspondence and contacts is Polish.
3. The parties undertake to inform each other of the change of address of seat or place of domicile.
4. In the event of concluding an insurance contract for the benefit of a third party, the provisions of sec. 3 of this paragraph shall apply to the Insured accordingly.

§ 15 Complaints (claims, grievances)

1. Insuring Party, Insured or the entitled person, who are physical persons may bring a complaint regarding the services provided by the Insurer.
2. The complaint may be submitted in writing, orally or in electronic form.
3. The complaint should be sent to the Insurer's address or sent by e-mail to reklamacje@ergo-ubezpieczeniapodrozy.pl, stating the name and address of the complainant, or lodged by phone at +48 58 324 88 50 or in person at the Insurer's unit.
4. Replies to complaint submitted with the Insurer shall be made in writing within 30 days from the date of receipt of the complaint, and in particularly complicated cases, within 60 days, of which the Insurer will inform along with the explanation of the cause of delay and indication of circumstances necessary to establish in order to consider the case and indication of date of the reply.
5. The reply may be given in electronic form (e-mail) at the request of the person filing the complaint.
6. In the case of rejection of claims resulting from the complaint, the claimant may apply for consideration of the case to the Financial Ombudsman, to the appropriate district consumer advocate or bring the case to common court.

§ 16 Competent court and jurisdiction

1. Disputes arising from this insurance contract can be considered by the courts according to general jurisdiction or the proper court for the place of domicile or seat of the Insuring Party, entitled Insured or the entitled person.
2. The parties of the insurance contract may submit disputes arising from it to the court of arbitration.
3. The entity authorized for out-of-court resolution of consumer disputes with consumers for ERGO Reiseversicherung AG seated in Munich, acting through its Division in Poland, is the Financial Ombudsman (Rzecznik Finansowy, Al. Jerozolimskie 87, 02-001 Warszawa; www.rf.gov.pl).
4. To any matters not regulated herein, the provisions of the Polish Law shall apply.

§ 17 General Insurer's disclaimer

1. The Insurer is free from liability if the Insured caused the damage intentionally. In the event of gross negligence, damages are not due,

unless payment of damages corresponds to equitable considerations in the given circumstances, subject to the provisions of § 54 sec. 1.

2. In the scope of all risks covered by the contract, damages caused by the following are excluded from the Insurer's liability:
 - 1) activities in war zone, subject to § 18,
 - 2) riots, strikes, and other forms of protest actions,
 - 3) activities of atomic energy or other ionizing radiation, radioactive and chemical contamination,
 - 4) confiscation, detaining or damaging property by customs authorities or other national authorities, refusal to enter the territory of a given country or prohibition of leaving the country of domicile,
 - 5) pandemic,
 - 6) attempt to commit or committing suicide by the Insured, self-inflicted injury or a crime, regardless of the state of mind,
 - 7) mental disorders and behavioural disorders of the Insured,
 - 8) diseases transmitted only sexually, AIDS and HIV infection,
 - 9) use by the Insured of drugs or other narcotic drugs, or other narcotics, psychotropic substances or substitutes within the meaning of the Act on Counteracting Drug Addiction, intoxication of the Insured caused by the use of these substances,
 - 10) consumption of alcohol by the Insured as well as intoxication of the Insured caused by alcohol consumption, subject to sec. 7 of this paragraph,
 - 11) the Insured driving a vehicle without the necessary permit or after consuming alcohol, using drugs or other narcotics, psychotropic substances or substitutes within the meaning of the act on counteracting drug addiction,
 - 12) the Insured piloting engine aircrafts and travelling on aircrafts, with exception to flights as a passenger of airlines, if the flight was performed in accordance with applicable laws,
 - 13) participation of the Insured as a participant of races and other forms of rivalry, shows, test drives and speed tests, as well as trainings related to them, any types of land and water engine vehicles and off-road motorcycling,
 - 14) practicing competitive sports, subject to the provisions of sec. 3 4 of this paragraph,
 - 15) practicing professional sports, subject to the provisions of sec. 4 of this paragraph,
 - 16) performing remunerated physical work, subject to the provisions of sec. 4 of this paragraph.
3. Unless the scope of insurance has been extended against payment of an additional premium, the Insurer shall not be liable for damages resulting from:
 - 1) acts of terrorism, subject to § 1 sec. 4, point 2),
 - 2) practicing high-risk sports, subject to the provisions of sec. 4, 6 below and § 1 sec. 4, point 4),
 - 3) practicing extreme sports subject to the provisions of sec. 4 of this paragraph and § 1 sec. 4, point 5).
4. In the case of the trip cancellation insurance, general disclaimer referred to in sec. 2 points 14)–16) and in sec. 3 points 2)–3) shall apply.
5. In the case of the trip cancellation and trip interruption insurance, provisions contained in the preceding sections of this paragraph shall apply also to the next of kin of the Insured and the travel co-participant and his/her next of kin.
6. The disclaimer referred to in sec. 3 point 2) does not apply to the Prestige variant.
7. In the case of concluding an insurance contract in the Complex or Prestige variant, no disclaimer referred to in sec. 2 point 10) shall apply in respect of the medical and transport expenses, consequences of accidents and assistance.
8. The Insurer does not provide insurance coverage in the event of travelling:
 - 1) to territories in relation to which before commencement of trip by the Insured the Ministry of Foreign Affairs of the Republic of Poland issued a warning for travellers of the highest degree,
 - 2) to territories which at the moment of commencement of trip by the Insured constitute war zone, with reservation to the provisions of § 18.
9. The insurance coverage shall be excluded if the Insured takes an active part in: war activities, revolution, rebellion, riots, unrest with weapons, uprising, revolt, civil war, guerrilla warfare, siege state and in relation to events arising from the effect of atomic, biological or chemical weapons.
10. If the provision of insurance coverage or payment of benefits is contrary to the binding provisions of the law, in such situations the Insurer is dismissed from liability and does not pay benefits that are prohibited by law.

11. In addition to the general inclusions of the Insurer's liability, set out in the previous sections of this paragraph, at the same time exclusions and limitations specified in sections A-J, concerning specific types of insurances, also apply.

§ 18 Clause of protection in war zone

If during a trip abroad the Insured shall find himself/herself suddenly and unexpectedly in a war zone, the Insurer shall be liable for damages occurred in a war zone for a period not longer than 7 days from the date when the area where the Insured was declared a war zone on the basis of an announcement on the website of the Ministry of Foreign Affairs. On the basis of this clause, the Insurer is in no way liable for damages resulting from acts of terrorism in the war zone.

A. Trip cancellation insurance

§ 19 Subject of insurance

The subject of trip cancellation insurance are costs incurred by the Insured in connection with cancelling the trip before the departure date provided for and calculated in accordance with the contract for participation in a tourist event or the trip contract concluded with the tour operator.

§ 20 Scope of insurance

1. The Insurer shall reimburse for the costs incurred by the Insured under the condition, that the Insured cannot take the trip according to plan due to occurrence of any of the following indemnifiable accidents:
 - 1) death of the Insured or a travel co-participant, including as a result of a chronic disease,
 - 2) death of the Insured person's next of kin or the next of kin of a travel co-participant, which occurred within 60 days immediately preceding the date of departure, including as a result of a chronic disease,
 - 3) an accident or a sudden illness, also in the result of consequences of a chronic disease of the Insured or a travel co-participant, provided that there are medical contraindications to travel, confirmed by a medical certificate,
 - 4) an accident or a sudden illness, also as a result of consequences of a chronic disease of the Insured person's or travel co-participant's next of kin resulting in hospital treatment or making it necessary to care for them, confirmed by a medical certificate and not promising an improvement of health condition by the date of departure,
 - 5) loss, destruction or damage to the property of the Insured, the travel co-participant or their next of kins, as a result of theft with burglary or robbery, vehicle theft or fire, which generates the necessity to perform administrative and legal actions which require presence in the country of domicile of the Insured or the travel co-participant, as far as the event has taken place within the period of 30 days immediately preceding the date of commencement of trip,
 - 6) the Insured or the travel co-participant having the date of commencement of work designated by their employer for the date of commencement or duration of the travel, as long as the Insured or the travel co-participant, on the day of conclusion of the trip cancellation insurance contract, were, according to the applicable legal provisions, registered as unemployed,
 - 7) the Insured or the travel co-participant being dismissed from work by their employer, provided that on the day of conclusion of the trip cancellation insurance contract the Insured or the travel co-participant was employed on the basis of permanent employment contract or worked for a period of at least 6 months based on a contract for a specified period of time. The Insurer shall not be held liable in the case of a disciplinary dismissal (without notice of termination),
 - 8) endangered pregnancy or pregnancy complications, as long as at the time of conclusion of the contract for participation in a tourist event or of the trip contract the Insured or the travel co-participant were before the 10th week of pregnancy.
 - 9) theft of the Insured or travel co-participant's documents, the lack of which makes travelling abroad impossible (e.g. passport, ID, visa), on condition that the theft took place within the period of 14 days directly before the date of commencement of trip and was reported to the police,
 - 10) setting the Insured or travel co-participant a date of a re-sit examination at school or university, the passing of which is necessary to continue education, on condition that the date of the re-sit examination is on the date of commencement or duration of

trip and was not known at the time of concluding the contract for participation in a tourist event or of the trip contract.

2. The Insurer shall be liable for the trip cancellation costs in the case when the event constituting the reason for the cancellation occurred within the period covered.

§ 21 Sum insured and deductible

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the amount of the sum insured indicated in § 1 sec. 5, subject to sec. 1 above.
3. In reference to the trip cancellation costs, the sum insured is equal to the price of the service being the subject of the trip contract or the price of the tourist event as of the date of booking it by the Insured, plus any additional benefits, e.g. optional trips, if they have been calculated in the price and paid for together with the tourist event and covered with the same insurance contract, with reservation to the limits referred to in § 1 sec. 5.
4. The Insured incurs deductible in the amount of 20% of the trip cancellation costs, but not less than PLN 100 per person, if the insurance contract was concluded in the Cancellation PLUS 80 variant.

§ 22 Limitations of liability of the Insurer

In the case when more than four people booked a trip together, the Insurer's liability is limited to the trip cancellation costs incurred by the Insured and co-participants of the trip who are his/her next of kins, insured under one insurance contract, who are directly affected by the indemnifiable accident which is the reason for cancelling the trip.

§ 23 Disclaimer

1. The Insurer shall not be held liable for the events being the aftermath of delayed provision of transport.
2. The Insurer shall not be held liable for extra costs incurred by the Insured due to tourist event cancellation, not included in the price of the tourist event.
3. The Insurer shall not be held liable for the costs of trip cancellation if the reason for the cancellation had arisen before the date of conclusion of the trip cancellation insurance contract.

§ 24 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 20, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) report trip cancellation, by immediately notifying the tour operator, not later than within 3 days, in order to reduce the deduction amount for cancellation and obtain written confirmation of this fact, indicating the exact date of cancellation,
 - 2) submit to the Insurer a calculation of the trip cancellation costs issued by the tour operator, along with the contract of participation in the tourist event or the trip contract, certified by the tour operator with a declaration of reporting trip cancellation along with insurance document, and a properly completed claim form,
 - 3) if the reason for trip cancellation is death, submit a copy of the death certificate and declaration of death,
 - 4) if the reason for trip cancellation is an accident, sudden illness, endangered pregnancy or pregnancy complications, submit medical documents confirming the occurrence of an indemnifiable accident, including doctor's attestation confirming medical contraindications to travel by the Insured or the travel co-participant, or certificate of the need for hospital treatment or for taking care of a next of kin of the Insured or a next of kin of the travel co-participant. At the request of the Insurer, a certificate of incapacity for work must also be submitted. The Insurer reserves the right to verify the reason of inability to travel of the Insured or the travel co-participant,
 - 5) in the case when the reason for the trip cancellation is damage to property, submit documents confirming the occurrence of basic risk or police report confirming the occurrence of a crime; in both cases also documents confirming the necessity of the presence of the Insured or the travel co-participant in the country of domicile during the planned travel must be submitted,
 - 6) in the case when the reason for cancelling the trip is the loss of job, submit the employment contract binding the two parties and the termination of the employment contract by the employer,
 - 7) if the reason for cancelling the trip is commencement of work,

submit a confirmation of commencement of work issued by the employer, along with a certificate of the Employment Office on possession of the status of an unemployed person at the time of conclusion of the insurance contract,

- 8) if the reason for cancelling the trip is theft of documents, submit the police note confirming the occurrence of the event,
 - 9) if the reason for cancelling the trip is a re-sit examination, certified statement from the dean of the university or secretariat of the school confirming participation of the Insured or travel co-participant in a re-sit examination and the moment (date) of setting the date of this examination.
2. The Insured is obligated to make available the documents which may turn out to be necessary for the consideration of the claim for the payment of damages.
 3. Failure to fulfil any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

B. Trip interruption insurance

§ 25 Subject of insurance

The subject of the trip interruption insurance are the necessary and documented costs incurred by the Insured in connection with an earlier return to the country of domicile, which was not provided for in the trip plan, which include:

- 1) unused but paid services, such as accommodation, meals, optional trips and return transport, resulting from the contract for participation in a tourist event concluded with the tour operator,
- 2) the return transport to the country of domicile incurred due to the non-use of the ticket, resulting from the trip contract (transport contract) concluded with the tour operator,
- 3) unused nights resulting from the trip contract (hotel stay contract) concluded with the tour operator.

§ 26 Scope of insurance

1. the Insurer shall reimburse the incurred trip interruption costs, provided that the earlier, not foreseen in the trip plan, return of the Insured to the country of domicile, is caused by the occurrence during the trip any of the following indemnifiable accidents:
 - 1) death of the travel co-participant,
 - 2) death of the Insured's or travel co-participant's next of kin,
 - 3) accident or sudden illness of Insured's or travel co-participant's next of kin, causing the need for immediate hospital treatment, under the condition that this event took place in the country of domicile of the Insured or the travel co-participant,
 - 4) damage to property of the Insured or to premises where the Insured runs a business activity, caused as a result of the influence of basic risk or theft with burglary, as far as these events had taken place in the country of domicile or the country of permanent residence and provided that they cause the necessity for the Insured to perform administrative or legal actions.
2. In the case of a contract for participation in a tourist event, the Insurer shall reimburse the actual costs of unused benefits, defined as a percentage of the tourist event price, which is the ratio of the number of unused days of the tourist event (counted from the day following the day of interrupting the trip to the day of the end of the tourist event) to the number of days of the entire tourist event, provided for in the contract for participation in a tourist event, up to the sum insured.
3. In the case of a trip contract (transport contract), the costs of return transportation to the country of domicile referred to in par. 25 point 2), shall be reimbursed in the case when cost of transportation both ways was included in the contract for participation in a tourist event, and the return trip could not take place with the use of the previously planned means of transport and only after its consultation and acceptance by the Alarm Centre, subject to sec. 4 and 5 of paragraph
4. The Insurer shall organize transport or cover its costs up to the amount of the actual costs incurred by the Insured, however, not more than up to the equivalent of the cost of the unused return ticket, as specified in the trip contract, subject to the provisions of sec. 5 of this paragraph.
5. In the case of transportation of the Insured to a country other than the Republic of Poland, the Insurer shall cover such costs only up to the amount equivalent to such a transport to Poland up to the sum insured.
6. In the case of a trip contract (hotel stay contract), the Insurer shall reimburse the actual costs of unused nights incurred by the Insured up to the sum insured.

7. The insurer shall only be liable for the costs of trip interruption if the cause of interruption occurred during the trip.

§ 27 Sum insured

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 3, subject to sec. 1 above.

§ 28 Limitations of liability of the Insurer

In the case when more than four people booked a trip together, the Insurer's liability is limited to the costs of trip interruption incurred by the Insured and co-participants of the trip who are his/her next of kins, insured under one insurance contract, who are directly affected by the indemnifiable accident which is the reason for interrupting the trip.

§ 29 Disclaimer

From the scope of insurance coverage, except for damages caused by incidents listed in § 17, excluded are also the costs of interrupting the trip, if the interruption was due to the necessity of immediate hospitalization of the Insured's or travel co-participant's next of kin, caused by aggravation (intensification of symptoms) or complications of a chronic disease, for the reason of which the next of kin of the Insured or of the travel co-participant has been treated or has not been treated despite knowing he/she is sick within 12 months before the date of commencement of the travel by the Insured.

§ 30 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 26, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) immediately inform the Alarm Centre about the indemnifiable accident,
 - 2) report interruption of the trip, by immediately notifying the tour operator, not later than within 3 days and obtain written confirmation of this fact,
 - 3) submit to the Insurer calculation of the costs of unused benefits, issued by the tour operator, together with the insurance document and a properly completed claim form,
 - 4) if the reason for interrupting the trip is death, submit a copy of the death certificate and declaration of death,
 - 5) if the reason for interrupting the trip is an accident, sudden illness, submit medical documents confirming the occurrence of an indemnifiable accident, including doctor's certificate of the need for immediate hospital treatment,
 - 6) if the reason for interrupting the trip is damage to property, submit documents confirming the occurrence of basic risk or police report confirming the occurrence of a crime; in both cases also documents confirming the necessity of the presence of the Insured or travel co-participant in the country of domicile during the interrupted travel must be submitted.
2. Failure to fulfil any of the obligations stipulated in the previous section of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

C. Medical and transport expenses insurance

§ 31 Subject of insurance

The subject of the insurance are necessary and documented costs of treatment incurred by the Insured during a trip abroad in connection with his/her sudden illness or accident, requiring immediate medical assistance, covered by insurance, occurred during the liability period of the Insurer, as well as transportation costs, and in the case of death of the Insured, costs of transporting the body to the country of domicile or a funeral abroad.

§ 32 Medical expenses

1. The Insurer shall pay the costs of treatment which could not be postponed until the Insured's return to the country of domicile and which is aimed at restoring the Insured's health so that he/she can return to his/her country of domicile.

2. The costs referred to in the preceding paragraph include the costs of:
 - 1) hospital treatment, including hospitalization, doctors' fees, as well as tests and treatments recommended by the physician in charge of the treatment,
 - 2) outpatient treatment, including doctors' fees, as well as tests and treatments recommended by the physician in charge of the treatment. In the case of outpatient treatment exceeding the scope of one doctor's visit, or in the case of a necessity to incur costs over EUR 1,000, the Insured is obligated to obtain approval of the Alarm Centre for incurring the costs in question,
 - 3) emergency operations, recommended by the physician in charge, necessary to be performed immediately after the onset of symptoms,
 - 4) associated with complications of pregnancy up to 32 weeks and premature birth, which occurred no later than in the 32nd week of the pregnancy (including the costs of medical care of the infant), including costs of hospitalization, doctors' fees, as well as tests and treatments recommended by the physician in charge of the treatment,
 - 5) dental treatment up to the limits indicated in § 1 sec. 3, only in cases of acute inflammatory and pain conditions or when it was necessary as a result of an injury sustained in an accident,
 - 6) purchase of medication, dressing materials and infusion liquids recommended by the doctor,
 - 7) transportation of the doctor from a health care facility nearest to the place of accommodation, if it is required by the Insured's health condition.
3. The amounts referred to in sec. 2 points 2) and 5) shall be reduced by amounts of paid compensation until they are completely exhausted, in which case the insurance contract in the part concerning outpatient treatment costs respectively, or the costs of dental treatment is dissolved.
4. The Insurer shall cover the costs of treatment to the date on which the Insured's health condition allows for transport to the country of domicile, but no longer than 90 days from the date of occurrence of the indemnifiable accident.
5. In case when total cost of hospital treatment will be reimbursed by the National Health Fund under the valid European Health Insurance Card owned by the Insured, the Insurer will pay the Insured daily hospital allowance in the amount of PLN 200 for each day of stay in hospital abroad, lasting a minimum of four days, but not more than 30 days.

§ 33 Transport expenses

1. Upon the existence of liability in respect of medical expenses, the Insurer also covers the costs of:
 - 1) transport from the place of accident to the nearest health care facility,
 - 2) transport to another health care facility abroad, in the case when it is required by the Insured's health condition, confirmed by a written recommendation of the physician in charge of the treatment,
 - 3) transport to the Insured's accommodation after receiving medical assistance, if it is required by the Insured's health condition, confirmed by a written recommendation of the physician in charge of the treatment,
 - 4) transport after completion of treatment to the place, from which travel may be continued,
 - 5) transport to a medical facility nearest to the place of domicile of the Insured in the country of domicile, in the case when it is required by the Insured's health condition, according to the written recommendation of the physician in charge of the treatment,
 - 6) transport to the place of domicile of the Insured in the country of domicile, in the case when it is required by the Insured's health condition, according to the written recommendation of the physician in charge of the treatment,
 - 7) return transport to the place of domicile of the Insured in the country of domicile, if the return cannot take place with a previously planned source of transport,
 - 8) transport of the body to the place of burial in the country of domicile or cremation and purchase and transport of the urn, or a funeral abroad. In the case of a funeral abroad, the upper limit of the Insurer's liability is the equivalent of EUR 1,000.
2. In the case when the Insured's return to the country of domicile cannot take place immediately after the end of treatment, the Insurer shall also cover the additional costs of accommodation and board, but only after their consultation and approval by the Alarm Centre.
3. In the case of transport of the Insured or his/her body to a country other than the Republic of Poland, the Insurer shall cover such costs only up to the amount equivalent to such a transport to Poland.
4. In the case of organizing one's own transport by the Insured or third parties, in the event of death of the Insured, the Insurer shall reimburse

the costs incurred up to the amount of costs which would have been incurred by the Alarm Centre for organizing the transport in question.

§ 34 Sum insured and deductible

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 3, taking into account the limits specified in § 32 sec. 2 points 2) and 5), § 32 sec. 5 and § 33 sec. 1 point 8).
3. In case of outpatient treatment, the Insured is obligated to each time cover its cost. The Insured applies to the Insurer for the reimbursement of costs after returning to the country of domicile, with consideration to sec. 4 below.
4. In the case of outpatient treatment costs the Insurer reduces the granted compensation by the Insured's deductible in the amount of EUR 25.

§ 35 Disclaimer

1. From the insurance coverage, except for damages caused by incidents listed in § 17, excluded are also the following costs:
 - 1) treatment that was the reason to travel,
 - 2) treatment, the necessity of which was known to the Insured knew before the trip (e.g. dialysis), or if there were medical contraindications to travel,
 - 3) treatment of effects of not undergoing the mandatory vaccination or other preventive treatments, necessary before travelling to a country where they are required,
 - 4) treatment of diseases caused by epidemics of infectious diseases that erupted and were announced by the country of destination in the media before commencement of trip by the Insured,
 - 5) dental treatment beyond the scope of immediate medical assistance,
 - 6) treatment of alcoholism and its aggravations (intensification of symptoms) or complications, as well as the treatment of any addictions,
 - 7) treatment of effects of taking medications not prescribed by a physician or prescribed, but not used in accordance with the instructions,
 - 8) treatment in case when the Insured refused to return to the country of domicile, even though his/her health condition allowed for it,
 - 9) treatment, hospitalization or accommodation after returning to the country of domicile, unless consent was obtained from the Alarm Centre, and sudden illness or accident of the Insured resulted directly during the return trip to the country of domicile,
 - 10) plastic surgery or cosmetic treatments,
 - 11) treatment of chronic disease, for which the Insured was treated or not treated despite the knowledge of the disease in the last 12 months prior to the date of concluding the insurance contract, subject to sec. 2 below,
 - 12) abortion procedure, unless it has been made to save life or health,
 - 13) purchase of prostheses and repair of dentures,
 - 14) spa treatment or stay in a rehabilitation centre,
 - 15) treatment by a doctor who is a family member of the Insured.
2. The disclaimer referred to in sec. 1 point 11) shall not apply to Itaka Prestige variant, and in case of Itaka Simple and Itaka Complex variants, the disclaimer shall not apply in the case of extending the scope of insurance against payment of an additional premium referred to in § 1 sec. 4 point 1).

§ 36 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in §§ 32–33, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) in the case of hospital treatment, immediately inform the Alarm Centre about the indemnifiable accident,
 - 2) in the case of outpatient treatment, obtain approval of the Alarm Centre in the case of treatment exceeding the scope of one doctor's visit, or in the case of a necessity to incur costs over EUR 1,000,
 - 3) in the case of transport immediately inform the Alarm Centre about the event and obtain its approval for incurring the costs in question,
 - 4) in the case of accommodation referred to in § 33 sec. 2, obtain approval from the Alarm Centre to incur the costs in question,
 - 5) exempt public and private health care facilities and doctors who treated him/her before the occurrence of the indemnifiable accident, from the duty of medical confidentiality and permit access to the documentation of the course of treatment,
 - 6) submit a properly completed claim form to the Insurer along with the original documents confirming the amount of the incurred expenses and medical documentation including medical diagnoses,

and other documents containing information about the scope of assistance provided,

- 7) in the case of reimbursement of the total cost of hospital treatment by the National Health Fund, report the event to the Alarm Centre.
2. In the case of death of the Insured, the person filing the claim is obligated to provide a copy of the death certificate and a document confirming the cause of death.
3. Failure to fulfil any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of compensation.

D. Accident insurance

§ 37 Subject of insurance

The subject of the insurance are the consequences of accidents, which the Insured sustained when travelling abroad, as well as on the way from the place of domicile directly to the border of the country of domicile on the day of commencement of trip and on the way from the border of the country of domicile directly to the place of domicile on the day of completing travel, consisting in permanent body injury, disturbance of health or death of the Insured.

§ 38 Permanent damage to health

In the case when as a result of an accident covered by the insurance, the Insured suffered permanent body injury or disturbance of health, by which one shall understand durable, not likely to improve impairment of organ or system, the Insurer shall pay the following benefits under health impairment:

- 1) in the case of impairment in the amount of 100% – full sum insured specified in the insurance contract,
- 2) in the case of partial impairment – the percentage of the sum insured corresponding to the percentage of damage to health, in accordance with the scope of impairments specified in the Annex to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 Journal of Laws no. 234, item 1974). If as a result of an accident more than one mental or physical function has been compromised, the rates of impairment are summed up, but the permanent health impairment may not exceed 100%.

§ 39 Death

If, as a result of injuries sustained as a result of an accident covered by insurance the Insured died within 24 months from the date of the occurrence of the accident, the Insurer pays the entitled person a benefit in the amount of 100% of the sum insured specified in the insurance document. If the Insured previously received a benefit for health impairment, arising as a result of the same accident, the death benefit is paid only if it exceeds the previously paid benefit for health impairment, deducting the amount already paid. Insurance coverage does not cover the Insured's death after 24 months from the date of the occurrence of the accident.

§ 40 Sum insured

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 3.

§ 41 Determining and paying benefits

1. The amount of benefits for the consequences of accidents shall be determined after finding that there is a causal link between the accident and permanent health impairment or death.
2. The degree of permanent health impairment is established immediately after completion of treatment including rehabilitation, but not later than within 24 months from the date of the occurrence of the accident. A later change of the rate of permanent health impairment shall not constitute basis for changing the amount of the granted benefit.
3. The rate of the permanent health impairment is determined by the doctors appointed by the Insurer based on medical documentation provided by the Insured. When determining the rate of the permanent health impairment, the type of work or activities performed by the Insured are not taken into account.
4. The Insurer shall pay the due benefit within 14 days from the date of recognition of the claim.

5. In the case of a loss or damage of an organ or a system, the functions of which had been impaired even before the accident covered by insurance, the rate of the permanent health impairment shall be specified as the difference between the rate of health impairment after the accident covered by insurance and the rate of permanent impairment before its occurrence.
6. In a situation where death caused by an accident occurs within 24 months from the date of the occurrence of the accident, and before determining the amount of the benefit due for permanent health impairment, there is no right to a benefit for permanent health impairment.
7. If the Insured had died before collecting the benefit under permanent health impairment, caused as a result of accident covered by insurance, and the death had not been the result of this accident, then the due benefit shall be paid to the entitled person.
8. In the case of death of the Insured within 24 months from the date of the occurrence of the accident, which is not its consequence, and before establishing and receiving a statement on permanent health impairment, the benefit for health impairment is paid to entitled persons, and its amount is determined by the adjudicating doctor on the basis of submitted medical documentation as probable degree of permanent impairment.
9. The benefit for death of the Insured is paid to the person entitled, on the basis of the death certificate and documents confirming the circumstances and cause of death of the Insured.
10. The Insured may indicate by name one or more persons entitled to receive compensation in the event of his/her death. Indicating the person entitled may occur both when concluding the insurance contract, as well as at any time of its duration. The Insured has the right to change or revoke the entitled person at any time during the insurance contract. Modification or revocation of the entitled person at the moment of receipt to the Insurer of the written notice of this fact.
11. An entitled person, who deliberately caused the death of the Insured, shall not be entitled to the benefit.
12. If at the time of death of the Insured there is no entitled person or where the entitled person is deceased or has lost the right to receive benefits in accordance with the provisions of sec. 11 of this paragraph, the benefit is provided in the following order:
 - 1) spouse – in full,
 - 2) children – in equal parts (in the absence of a spouse),
 - 3) parents – in equal parts (in the absence of a spouse and children),
 - 4) siblings – in equal parts (in the absence of a spouse, children and parents),
 - 5) other statutory heirs (in the absence of a spouse, children, parents and siblings).

§ 42 Disclaimer

From the insurance coverage, except for damages caused by incidents listed in § 17, excluded are also the consequences of accidents being the result of:

- 1) loss of consciousness, strokes, heart attacks, seizures (including epilepsy seizures),
- 2) treatment or performed operations, unless the treatment or operations were carried out in connection with the accident under insurance coverage.
- 3) infection, whereby insurance coverage exists if the Insured had been infected with a pathogenic microorganism as the result of wounds being the result of an accident covered by insurance.
- 4) poisoning by solid or liquid substances, which penetrated the organism through inhalation, ingestion or through the skin.

§ 43 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in §§ 38–39, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) immediately seek medical care, and take measures to mitigate the consequences of the accident through adherence to medical recommendations,
 - 2) secure the documents necessary to establish the legitimacy of the claim and the amount of benefit, description of the course of treatment with results of tests and medical diagnosis justifying the need to provide immediate assistance, as well as the documents confirming the occurrence and circumstances of the accident (e.g. police note describing the circumstances of a traffic accident),
 - 3) exempt doctors and health care units from the duty of medical confidentiality and permit access to the medical documentation,
 - 4) submit a completed claim form along with full documentation of the accident.
2. In the case of death of the Insured, the entitled person is obligated to provide a copy of the death certificate and documents confirming the

circumstances and cause of death of the Insured. In the case referred to in § 41 sec. 12, additionally a document confirming the kinship must be submitted.

3. Failure to fulfil any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay benefit in full or in part, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of benefit.

E. Travel luggage insurance

§ 44 Subject of insurance

The subject of the insurance is travel luggage constituting the property of the Insured or in his/her possession when travelling abroad, as well as on the way from the place of domicile directly to the border of the country of domicile on the day of commencement of trip and on the way from the border of the country of domicile directly to the place of domicile on the day of completing trip. Travel luggage is defined as:

- 1) objects of personal use usually taken on a trip, such as: clothes, shoes, personal hygiene products, small devices (e.g. hairdryer, iron), books, glasses, tents, sleeping bags, prams, presents, souvenirs, etc., as well as wheelchairs, prosthesis, crutches, walking sticks, pressure measuring devices, etc. if they are necessary for the Insured during the trip due to his/her health condition,
- 2) valuables – jewellery, binoculars and watches, on condition that they constitute hand luggage, which is under the direct care of the Insured,
- 3) mobile electronic equipment – computer, telephone, sound and image devices, photographic and audio-video equipment together with related devices, on condition that they constitute hand luggage, under the direct care of the Insured.

§ 45 Scope of insurance

1. The Insurer is liable for damages to hand luggage under the direct care of the Insured and entrusted luggage, which is not under the direct care of the Insured, consisting in the loss, damage or destruction of the traveller's luggage.
2. In the case of hand luggage under the direct care of the Insured, the Insurer shall be liable for damages arising from:
 - 1) mugging,
 - 2) accident of the means of transport (e.g. accident of the means of communication),
 - 3) elementary risks and rescue operations conducted in relation to them,
 - 4) sudden illness or accident, as the result of which the Insured lost the ability to take care of the luggage.
3. In the case of entrusted luggage not under the direct care of the Insured, the Insurer pays compensation for damages to the luggage:
 - 1) entrusted to a transport carrier,
 - 2) left in a closed room in the place of accommodation of the Insured as well as luggage left in a luggage storage against receipt under the condition that it had been lost or damaged due to theft with burglary,
 - 3) left in a locked car boot, on condition that it was not visible from the outside and that the car boot was not made of non-durable material (e.g. tarp),
4. The Insurer shall cover the costs of temporary passport and another issuing of travel tickets under the condition of occurrence of an accident of the Insured, referred to in the preceding sections of this paragraph.
5. Valuables and portable electronic equipment are covered by insurance only if they are under direct care of the Insured.

§ 46 Delayed delivery of luggage

In the event of at least 6-hour delay in delivery of luggage by the carrier to the place of stay of the Insured outside the country of domicile, the Insurer shall reimburse the costs of purchase of personal use items necessary during the travel. The reimbursement for incurred costs shall be issued based on original bills.

§ 47 Sum insured and deductible

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 3.
3. Sum insured for travel luggage, and upper limit of liability for delayed

delivery of luggage, are limits per person.

4. The damages paid for delayed delivery of luggage shall reduce the sum insured for travel luggage.
5. In the case of valuables and mobile electronic equipment, the Insurer is liable to a maximum of 50% of the sum of luggage insurance specified in § 1 sec. 3.
6. The Insured incurs deductible in the amount of PLN 100 per damage, excluding damage of delayed delivery of luggage.

§ 48 Determining the amount of damages

1. In case of damage to items included in the luggage, the Insurer shall pay damages in the amount of repair costs, provided that the repair costs do not exceed the amount of value loss of the item due to damage. Otherwise, the Insurer shall pay damages equal to the loss of their value.
2. In the case of total loss of or damage to the luggage, the Insurer shall pay damages in the amount of its actual value.
3. The actual value shall be construed as the amount an item of the same standard and quality may be purchased for, reduced by the value of wear of the lost item.
4. In the case of movie film, carriers of images, sound and data, the Insurer shall pay compensation up to the value of the material.
5. In determining the extent of the damage, the scientific, collector's, historical or memorial value is not taken into account.

§ 49 Disclaimer

From the scope of insurance coverage, except for damages caused by incidents listed in § 17, excluded are also the following damages:

- 1) consisting exclusively in the damage or destruction of containers for luggage (i.e. suitcases, trunks, bags, backpacks, etc.),
- 2) to luggage placed in a parked vehicle between 10.00 PM and 6.00 AM, except for breaks in travel which are covered by insurance as long as they do not last longer than 2 hours,
- 3) to luggage located in a camping trailer cabin or vessel between 10.00 PM and 6.00 AM, unless the camping trailer or vessel are the accommodation of the Insured,
- 4) being theft of the luggage from a tent, or roof trunk of a car in the case, in which at least one of the walls of the trunk had been made of fragile material (e.g. tarpaulin) or if the trunk had not been equipped with a securing lock,
- 5) to all kinds of documents, tickets, payment cards, keys, manuscripts, subject to § 45 sec. 4,
- 6) to domestic and foreign currencies, gold and silver coins, to silver, gold and platinum scrap or bars, as well as to articles of gold, silver, precious stones and pearls and platinum and platinum group metals, with the exception of jewellery,
- 7) to securities, i.e. checks, promissory notes, bonds, stocks, bills of lading, documentary credits and other documents replacing cash in circulation,
- 8) to works of art, antiques and collector's sets, to objects of scientific and artistic value, to hunting trophies, weapons, musical instruments, furs and leathers,
- 9) to fragile objects, made of clay, glass, porcelain, marble,
- 10) to articles carried in quantities indicating their commercial designation, and to all kinds of stimulants,
- 11) to car accessories and objects constituting fitting of camping trailers and to diesel fuels,
- 12) to computer programs and data on carriers of any kind,
- 13) resulting from the leakage of liquids, grease, dyes or corrosive substances, contained in the luggage,
- 14) occurred in cameras or electrical devices due to their defects or electric current, unless the current caused a fire (elementary risk),
- 15) to sports and tourist equipment (including ski equipment and bicycles and surfboards),
- 16) in objects used for service-production operations.

§ 50 Proceedings in the event of an indemnifiable accident

1. In the event of indemnifiable accidents, referred to in §§ 45-46, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) in the event of indemnifiable accident resulting from crime (theft with burglary and robbery), an accident of the means of transport or disappearance during the rescue operation carried out in connection with the influence of elementary risks, immediately notify about the event nearest police station, submitting a list of lost, destroyed or damaged items (indicating quantity, value, year of acquisition and identification features) and obtain a written police report confirming the notification, which shall be submitted to the Insurer,

- 2) in the event of indemnifiable accident occurring in the place of accommodation, immediately notify about the event the administration of the hotel or other accommodation place, submitting a list of lost, destroyed or damaged items (indicating quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to the Insurer,
 - 3) in the event of indemnifiable accident occurring in relation to the luggage entrusted for transportation or storage, immediately notify about the event the carrier or storage place, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to the Insurer. In the event of discovery of hidden damage that occurred while the luggage was entrusted for transportation or storage, the carrier or the storage facility must be immediately requested to carry out an inspection and provide written confirmation of the occurrence of the above-mentioned damage, while observing the deadline for submitting the complaint,
 - 4) in the event of an indemnifiable accident occurring as a result of elementary risks, submit documents confirming the occurrence of the elementary risk to the Insurer,
 - 5) in the event of a sudden illness or accident, as a result of which the Insured lost the opportunity to take care of luggage, to the Insurer medical documentation confirming that medical assistance was provided,
 - 6) in the event of a claim for delayed delivery of luggage, submit original receipts for purchased items and confirmation of the occurrence and duration of the luggage delay issued by the carrier,
 - 7) in each case, a properly completed claim form, and upon the Insurer's request documents confirming the fact of acquisition or possession of the destroyed or damaged items, must be submitted to the Insurer along with the destroyed or damaged items.
2. In the case of loss, destruction or damage to valuables or mobile electronic equipment, submit to the Insurer proofs of purchase of the items or other evidence confirming the fact of their acquisition or possession (e.g. guarantee, jewellery certificate).
 3. Failure to fulfil any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

§ 51 Proceedings in the event of recovery of items

In the case of recovery of stolen or lost items, the Insured is obligated to notify the Insurer of this fact immediately upon becoming aware of their finding. In such cases:

- 1) the Insurer shall then pay the damages for destroyed, damaged or missing items, and if they were recovered intact, the Insurer returns only the documented costs associated with their recovery up to the amount of compensation that would have been paid if the items have not been recovered.
- 2) if the items were recovered intact after the payment of damages, the Insured is obliged to return to the Insurer the amount of the paid damages.

F. Civil liability insurance in private life

§ 52 Subject of insurance

1. The subject of insurance is civil liability of the Insured in private life, resulting from tort (delict), for personal injury or damage/destruction of property, caused to third parties, to the repair of which the Insured is obligated under the law. The insurance covers events occurring during the Insured's trip abroad.
2. The subject of insurance is civil liability of the Insured in private life, resulting from tort (delict), for personal injury or damage/destruction of property, caused to third parties in connection with practicing amateur high-risk sports, to the repair of which the Insured is obligated under the law, provided that the insurance coverage has been extended to include the SKI&SPORT package. The insurance covers events occurring during the Insured's trip abroad.
3. The subject of the insurance is civil liability of the Insured in private life resulting from a tort (delict), for personal injury or damage/destruction of

property, caused to third parties in connection with practicing sports mentioned in points 1)–2) below, to the repair of which the Insured is obligated under the law, provided that the insurance coverage has been extended to include the following additional risks:

- 1) practicing amateur high-risk sports, subject to section 4 below.
 - 2) practicing amateur extreme sports.
- The insurance covers events occurring during the Insured's trip abroad.
4. In Prestige variant, the subject of the insurance is civil liability of the Insured in private life resulting from a tort, for personal injury or damage/destruction of property, caused to third parties in connection with practicing amateur high-risk sports, to the repair of which the Insured is obligated under the law. The insurance covers events occurring during the Insured's trip abroad.
 5. The Insurer also covers, within the limits of the sum insured, the necessary costs of:
 - 1) remuneration of an appraiser appointed with the consent of the Insurer to determine the circumstances of the accident, causes or extent of damage,
 - 2) the remuneration of the legal representatives appointed with the Insurer's consent if legal proceedings are instituted against the Insured.

§ 53 Sum guaranteed and deductible

1. The sum guaranteed shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum guarantee and limits of liability indicated in § 1 sec. 3 and 4.
3. In the case of damage to property, deductible of the Insured shall amount to EUR 200 per damage.

§ 54 Insurer's Disclaimer

1. The Insurer is free from liability if the Insured caused the damage deliberately or through gross negligence.
2. From the insurance coverage, apart from exclusions listed in § 17 sec. 2, 8-10, excluded are also the following damages:
 - 1) caused by the Insured to their next of kin,
 - 2) caused by animals owned by the Insured or animals he/she is responsible for,
 - 3) occurred in a natural environment,
 - 4) resulting from transfer of a disease,
 - 5) resulting from performance of professional or occupational activities,
 - 6) resulting from possession, use or driving of motor vehicles, aircraft or watercraft, trailers or semi-trailers,
 - 7) resulting from the consumption of alcohol by the Insured, as well as poisoning of the Insured caused by alcohol consumption,
 - 8) resulting from possession or use of firearms,
 - 9) caused during hunting trips,
 - 10) made to movable property used by the Insured under a lease/rental agreement or another paid contract,
 - 11) including lost profits and pure financial losses (losses not associated with damage to property or to a person),
 - 12) related to the violation of copyrights, patents, trademarks and trade names,
 - 13) made to monetary values, which include domestic or foreign cash and products made of gold, silver, precious stones and pearls, as well as platinum and other metals of the platinum group, and gold and silver coins,
 - 14) made to documents, plans, archival, philatelic or numismatic collections or works of art and antiques,
 - 15) for which the Insured is responsible as a result of contractual assumption of civil liability of a third party or as a result of extension of own scope of civil liability under the applicable laws.
3. The insurance does not cover fines and administrative or judicial penalties or other financial penalties imposed on the Insured.

§ 55 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, aside from the obligations set out in § 10, the Insured shall be obliged to:
 - 1) if the victim is filing a claim towards the Insured – inform the Insurer of the fact within 7 days from the date of receipt of information about such claim,
 - 2) if a preliminary investigation has been initiated, a writ of summons or an order of payment has been filed against the Insured – immediately inform the Insurer of the fact, also in situations where the indemnifiable accident had been reported earlier,

- 3) in the case of receipt of an order for payment or any other orders issued by administrative authorities – file an objection or other appropriate appeal, without awaiting instructions of the Insurer,
 - 4) cooperate with the Insurer within the scope necessary to clarify the circumstances of the indemnifiable accident, provide the Insurer with comprehensive and reliable reports and descriptions of the indemnifiable accident, and submit to the Insurer any notice, summons, any extrajudicial files and judicial documents relating to the accident being the basis of claims, immediately after their receipt.
2. The Insured cannot confirm his/her liability or accept any settlement without consent of the Insurer. Actions undertaken by the Insured aiming at satisfying the victim's claim, in particular accepting his/her claims or settlement without acquiring prior consent of the Insurer shall be ineffective towards the Insurer.
 3. Satisfaction or recognition of the victim's claim by the Insured without the necessary consent of the Insurer does not affect liability of the Insurer.
 4. The Insurer is authorized to make any representations on behalf of the Insured to defend against such claims.
 5. Failure to fulfil any of the obligations stipulated in sec. 1 and 2 of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

G. Insurance of search and rescue costs

§ 56 Subject of insurance

The subject of insurance are the necessary and documented costs, incurred by the Insured, of a rescue and search operation carried out by specialized rescue services in order to save the life of the Insured in a situation when the Insured suffered from sudden illness or an accident covered by the insurance of medical and transport expenses, in accordance with the provisions of chapter C.

§ 57 Scope of insurance

The Insurer covers the costs of:

- 1) search operation, which are understood as costs associated with the search conducted after the notification of disappearance, until the Insured is found or the search operation is abandoned,
- 2) rescue operation, which are understood as costs of emergency medical aid, generated from the moment of finding the Insured, until the time of transporting him/her to the nearest medical facility.

§ 58 Sum insured

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 3 and 4.

§ 59 Disclaimer

The Insurer liability in respect of insurance of search or rescue costs takes place on condition of the existence of the Insurer liability in respect of insurance of medical and transport expenses, therefore the Insurer shall not be liable for the costs of search or rescue in cases specified in § 35 of chapter C.

§ 60 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, aside from the obligations set out in § 10, the Insured shall be obliged to:
 - 1) immediately inform the Alarm Centre about the indemnifiable accident,
 - 2) exempt public and private health care facilities and doctors who treated him/her before the occurrence of the indemnifiable accident, from the duty of medical confidentiality and permit access to the documentation of the course of treatment,
 - 3) submit a properly completed claim form to the Insurer along with the original documents confirming the amount of the incurred expenses, medical documentation including medical diagnoses and other documents containing information on the scope of assistance provided.
2. In the case of death of the Insured, the person filing the claim is obliged to

to provide a copy of the death certificate and a document confirming the cause of death.

3. Failure to fulfil any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

H. Sports equipment insurance

§ 61 Subject of insurance

If the scope of insurance coverage has been extended to include the SKI&SPORT package, in accordance with § 1 sec. 4 point 3), the subject of the insurance is sports equipment constituting the property of the Insured or in his/her possession when traveling abroad, as well as on the way from the place of domicile directly to the border of the country of domicile on the day of commencement of trip and on the way from the border of the country of domicile directly to the place of domicile on the day of completing trip.

§ 62 Scope of insurance

1. The Insurer shall be liable for damages to sports equipment under the direct care of the Insured and entrusted sports equipment, which is not under the direct care of the Insured, consisting in the loss, damage or destruction of the sports equipment.
2. In the case of sports equipment under the direct care of the Insured, the Insurer pays compensation for damages arising from:
 - 1) mugging,
 - 2) accident of the means of transport (e.g. accident of the means of communication),
 - 3) elementary risks and rescue operations conducted in relation to them,
 - 4) sudden illness or accident, as the result of which the Insured lost the ability to take care of the sports equipment.
3. In the case of entrusted sports equipment, the Insurer pays compensation for damage to the sports equipment:
 - 1) entrusted to a transport carrier,
 - 2) left in a closed room in the place of accommodation of the Insured as well as equipment left in an equipment storage against receipt under the condition, that it had been lost or damaged due to theft with burglary,
 - 3) left in a locked car boot, on condition that it was not visible from the outside and that the boot was not made of non-durable material (e.g. tarp),
 - 4) left in a locked camping trailer cabin or vessel, provided that it was not visible from the outside.

§ 63 Sports equipment delivery delay

The Insurer shall reimburse the costs of sports equipment rental up to the maximum amount of PLN 800 in the event of a delay in delivery of sports equipment to the place of stay of the Insured outside the place of domicile by a professional carrier, amounting to at least 12 hours. The reimbursement for incurred costs shall be made based on original bills submitted. The amount of PLN 800 is included in the sum of sports equipment insurance and the payment of damages thereof shall reduce the sum insured for the sports equipment.

§ 64 Sum insured and franchise

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 4, point 3), taking into account the limit specified in § 63.
3. The damages paid for delayed delivery of sports equipment shall reduce the sum insured for the sports equipment.
4. In respect to any damage (excluding damage for delayed delivery of sports equipment) an integral franchise in the amount of PLN 200 shall be introduced.

§ 65 Determining the amount of damages

1. In the case of loss or total damage to the sports equipment, the Insurer shall pay damages in the amount of its actual value.
2. In case of damaged sport equipment, the Insurer shall pay damages in the amount of repair costs, provided that the repair costs do not exceed the amount of value loss of the item due to damage. Otherwise, the Insurer

shall pay damages in the amount of value loss of the sports equipment.

3. The actual value shall be construed as the amount an item of the same standard and quality may be purchased for, reduced by the value of wear of the lost item.

§ 66 Insurer's Disclaimer

From the scope of insurance coverage, except for damages caused by incidents listed in § 17, excluded are also the following damages:

- 1) consisting exclusively in the damage or destruction of sports equipment covers,
- 2) consisting in the loss of aesthetic values that do not cause the impossibility of further use of sports equipment in accordance with its intended purpose,
- 3) to sports equipment placed in a parked vehicle between 10.00 PM and 6.00 AM, except for breaks in travel which are covered by the insurance as long as they do not last longer than 2 hours,
- 4) to sports equipment located in a camping trailer cabin or vessel between 10.00 PM and 6.00 AM, unless the camping trailer or vessel are the accommodation of the Insured.

§ 67 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in §§ 62–63, aside from the obligations set out in § 10, the Insured shall be obliged to:
 - 1) in the case of an indemnifiable accident resulting from crime (theft with burglary and robbery), an accident of the means of transport or disappearance during the rescue operation carried out in connection with the influence of elementary risks, immediately notify about the event nearest police station, submitting a list of lost, destroyed or damaged items (with details concerning the quantity, value, year of acquisition and identification features) and obtain a written police report confirming the notification, which shall be submitted to the Insurer,
 - 2) in the case of an indemnifiable accident occurring in the place of accommodation, immediately notify about the event the administration of the accommodation facility, submitting a list of lost, destroyed or damaged items (with details concerning quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to the Insurer,
 - 3) in the case of an indemnifiable accident occurring in relation to the sports equipment entrusted for transportation or storage, immediately notify about the event the carrier or storage place, submitting a list of lost, destroyed or damaged items (with details concerning the quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, the original of which shall be submitted to the Insurer. In the event of discovery of hidden damage that occurred while the sports equipment was entrusted for transportation or storage, the carrier or the storage facility must be immediately requested to carry out an inspection and provide written confirmation of the occurrence of the above-mentioned damage, while observing the deadline for submitting the complaint,
 - 4) in the event of an indemnifiable accident occurring as a result of elementary risks, submit documents confirming the occurrence of the elementary risk to the Insurer,
 - 5) in the event of a sudden illness or an accident, provide the Insurer with medical documentation proving that medical assistance was provided,
 - 6) in the case of a claim for delayed delivery of sports equipment, submit original receipts for rented sports equipment and confirmation of the occurrence and duration of the sports equipment delay issued by the carrier,
 - 7) in each case, a correctly completed claim form, proofs of purchase of the items or other evidence confirming the fact of their acquisition or possession (e.g. guarantee) and the documentation of the destroyed or damaged items must be submitted to the Insurer.
2. Failure to fulfil any of the obligations stipulated in the previous section of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

§ 68 Proceedings in the event of recovery of items

In the event of recovery of stolen or lost items, the Insured shall be obliged to notify the Insurer immediately upon becoming aware of their finding. In such cases:

- 1) The Insurer shall pay the damages for destroyed, damaged or missing items, and if they were recovered intact, the Insurer shall return only the documented costs associated with their recovery up to the amount of damages that would have been paid if the items had not been recovered.
- 2) if the items have been recovered in an undamaged state, after paying the damages, the Insured shall be obliged to return to the Insurer the amount of damages paid or to transfer the ownership of the recovered items to the Insurer.

I. Insurance of rehabilitation costs in SKI&SPORT package

§ 69 Subject of insurance

If the scope of insurance coverage has been extended to include the SKI&SPORT package, in accordance with § 1 sec. 4 point 3), the subject of insurance includes the necessary and documented costs of rehabilitation treatments, incurred by the Insured in connection with an accident covered by the insurance in respect of insurance of medical and transport expenses, in accordance with the provisions of chapter C.

§ 70 Scope of insurance

The Insurer shall reimburse the costs of rehabilitation treatments taking place in the territory of the Republic of Poland within 12 months from the date of the accident on the basis of original invoices/bills presented by the Insured, provided these costs have not been covered by other sources.

§ 71 Sum insured

1. The sum insured shall be reduced by the amount of the paid damages until it is completely exhausted.
2. The Insurer shall be liable maximum up to the sum insured indicated in § 1 sec. 4, point 3).

§ 72 Disclaimer

The Insurer liability in respect of insurance of costs of rehabilitation treatments takes place on condition of the existence of the Insurer liability in respect of insurance of medical and transport expenses, therefore the Insurer shall not be liable for the costs of rehabilitation treatments in cases specified in § 35 of chapter C.

§ 73 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 70, aside from the obligations set out in § 10, the Insured shall be obliged to:
 - 1) release public and private health care facilities from the obligation to maintain doctor's confidentiality and permit access to the documentation of the course of treatment,
 - 2) submit a properly completed claim form to the Insurer along with the original documents confirming the amount of the incurred expenses and medical documentation from the course of treatment, confirming the necessity to undergo rehabilitation.
2. Failure to fulfil any of the obligations stipulated in the previous section of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident, liability for the damage or the amount of damages.

J. Insurance of the costs of provision of "assistance"

§ 74 Subject of insurance

The Insurer, through the Alarm Centre, upon request of the Insured, provides information on possibilities of getting medical aid and provides assistance to the extent specified in table 10 below:

Table 10

Scope of insurance and upper limits of the Insurer's liability	Basic Assistance	Extended Assistance
<p>1. Guarantee to cover medical expenses</p> <p>In the case when the Insured will be subjected to hospital treatment, the Insurer shall give the hospital a guarantee to cover the costs up to the sum of insurance of the medical and transport expenses. On behalf of and at the request of the Insured, the Insurer shall settle the costs of hospital treatment. The physician acting on behalf of the Insurer shall contact the physicians providing medical care for the Insured as well as the family physician of the Insured and shall ensure the flow of information between these physicians as far as it is reasonable for the treatment process. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>2. Notification of the family</p> <p>If the Insured is subject to hospital treatment, the Insurer, at the request of the Insured, shall notify his/her family member about the incident. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>3. Organization of transport</p> <p>If it is necessary due to the health condition of the Insured, the Insurer shall organize:</p> <ol style="list-style-type: none"> 1) transportation to another health care facility abroad, 2) transportation to the Insured's accommodation after providing medical assistance, 3) transportation to a health care facility nearest to the place of domicile of the Insured in the country of domicile, 4) transportation to the place of domicile of the Insured in the country of domicile. <p>Transport of the Insured takes place with a means of transport adapted to his/her health condition, in accordance with the written recommendation of the physician in charge of the treatment. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>4. Organization of transportation to the place from which travel may be continued</p> <p>In the case when after the completion of treatment the Insured's health condition allows to continue the travel, the Insurer shall organize transportation to the place from which travel may be continued. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>5. Organization of return transportation to the country of domicile</p> <p>In the case when after the completion of treatment the return of the Insured to the country of domicile is not possible with a previously planned means of transport, the Insurer shall organize return transportation to the place of domicile of the Insured in the country of domicile. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>6. Organization of accommodation for the duration of recovery</p> <p>In case the transportation of the Insured to the country of domicile is not possible immediately after the completion of treatment, the Insurer shall organize accommodation and board for the duration of recovery. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>7. Organization of transport of the body or a funeral abroad</p> <p>In the event of the Insured's death during a trip abroad, at the request of family members, the Insurer shall organize transport of the body to the place of burial in the country of domicile or cremation and transport of the urn, or a funeral abroad. The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>8. Organization and covering the costs of transport and accommodation of an accompanying person</p> <ol style="list-style-type: none"> 1) In the case of hospital treatment or death of the Insured as a result of a sudden illness or an accident, the Insurer shall cover the additional costs of transport, accommodation and board for one person accompanying the Insured, up to a maximum amount of EUR 2,500. 2) The scope of the insurance covers the costs of accommodation, board and transport of: <ol style="list-style-type: none"> a) a person accompanying the Insured, if that person's presence had been necessary and had been recommended in writing by the physician in charge of the treatment of the Insured, or b) persons below 18 years old traveling together with the Insured, under the condition that they are also insured at the Insurer, within the scope of the same risks as the Insured, or c) a person, who in the case of death of the Insured resulting from sudden illness or accident remains with the body of the Insured and accompanies it on its way to the country of domicile or the country of permanent residence. 3) The Insurer shall cover the costs of return transportation of an accompanying person to the country of domicile, provided that it is not possible with the use of the previously planned means of transport. 4) In the case when the return with the planned means of transport will entail additional costs, the Insurer shall only cover the additional costs of return transportation (e.g. the cost of change in flight booking). 5) In the case of transportation to a country of domicile other than the Republic of Poland, the Insurer shall cover such costs only up to the amount equivalent to the costs of such a transport to Poland. 6) The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses. 7) The insurance coverage does not include the costs: <ol style="list-style-type: none"> a) incurred in the case, in which the accompanying person had not begun travel back within 2 days from the moment of completion of fulfilment of the function of an accompanying person, b) accommodation or board of the accompanying person until the moment of that person's arrival at the place of stay of the Insured. 	+	+

Scope of insurance and upper limits of the Insurer's liability	Basic Assistance	Extended Assistance
<p>9. Organization and covering the costs of transport and accommodation of a person called for accompanying</p> <p>1) The Insurer shall organize for a family member of the Insured ,or any other person designated by him/her, travel to the place of stay of the Insured and the return travel to the place of domicile and shall cover the costs of travel, accommodation and board up to a maximum amount of EUR 2,500 in the case:</p> <p>a) when the expected period of hospital treatment of the Insured outside the country of domicile, confirmed by a written certificate of the physician in charge of the treatment, is to last more than 7 days, and the Insured does not travel with an accompanying person over 18 years old or</p> <p>b) when the Insured is in life-threatening condition, confirmed by a written opinion of the physician in charge of the treatment or</p> <p>c) of hospital treatment of the Insured, who is a minor, and the Insured does not travel with an accompanying person over 18 years old or the person accompanying the Insured is not able to provide care due to a sudden illness, accident or death, or</p> <p>d) of death of the Insured, being a result of a sudden illness or accident, to accompany the body on the way to the country of domicile.</p> <p>2) The costs referred to in point 1) shall be reimbursed only if they have been agreed and accepted by the Alarm Centre prior to their incurring, in the absence of an accompanying person.</p> <p>3) The insurance coverage exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p> <p>4) The insurance coverage does not include the costs:</p> <p>a) incurred in the case, in which the person called to accompany had not begun travel back within 2 days from the moment of completion of fulfilment of the function of a person called to accompany,</p> <p>b) of accommodation or board of the person called to accompany until the moment of that person's arrival at the place of stay of the Insured.</p>	+	+
<p>10. Organization and covering the costs of return transportation of children</p> <p>1) If children under 16 years old who participate in the trip, cannot be cared for by the Insured because of his/her death, accident or a sudden illness, the Insurer shall organize their return travel to the place of domicile in the country of domicile, and shall cover its costs.</p> <p>2) The Insurer shall cover the costs of return transportation of the Insured's children, provided that it will not be possible with the use of the previously planned means of transport.</p> <p>3) In the case when the return with the planned means of transport will entail additional costs, the Insurer shall only cover the additional costs of return transportation (e.g. the cost of change in flight booking).</p> <p>4) In the case of transportation to a country other than the Republic of Poland, the Insurer shall cover such costs only up to the amount equivalent to such a transport to Poland.</p> <p>5) The insurance coverage, referred to in points 1)-4) exists provided that the Insurer is liable in respect of insurance of medical and transport expenses.</p>	+	+
<p>11. Passing on urgent information</p> <p>In the case of an unforeseeable event independent of the will of the Insured, which resulted in a change or delay of the travel of the Insured, the Insurer, at the request of the Insured, shall notify a family member or a third party designated by the Insured of the change.</p>	+	+
<p>12. Assistance in case of loss of travel documents</p> <p>In the event of theft or loss of the Insured's travel documents during the trip, the Insurer shall provide the Insured with assistance consisting in provision of necessary information about the required procedures and actions to be taken in order to obtain replacement documents.</p>	+	+
<p>13. Extension of insurance coverage by 48 hours</p> <p>1) In the event that the return travel of the Insured cannot take place at the originally scheduled time, the insurance coverage may be extended, without payment of an additional premium, for a maximum of 48 hours if the need to extend the stay occurred due to:</p> <p>a) fire or other elementary risks and rescue operations conducted in relation to these random events,</p> <p>b) accident or failure of a means of transport,</p> <p>c) cancellation or delay of a means of transport due to adverse weather conditions.</p> <p>2) A prerequisite for extension of insurance coverage is that the Insured contacts the Alarm Centre immediately and obtains its approval, and documents the aforementioned events, including confirmation issued by the carrier in case of occurrence of accidents specified in point 1) letters b) and c).</p>	+	+
<p>14. Delivery of medicines</p> <p>The Insurer shall deliver, upon the request of the Insured, necessary medicines, to replace the medicines that have gone missing while traveling outside the country of domicile. The Insured is obliged to refund the costs of the purchase of these medicines within 10 days after the end of the trip.</p>	—	+
<p>15. Financial assistance</p> <p>In the case when the Insured loses cash due to theft or robbery, the Insurer shall provide assistance in contacting the bank keeping the account of the Insured and, if necessary, assist in the transfer of the amount made available by the bank. In the case when making contact with the bank is not possible within 24 hours, the Insurer shall provide the Insured with repayable financial assistance up to the amount of EUR 500. The Insured shall be obliged to return the borrowed amount to the Insurer within one month after the end of the trip.</p>	—	+
<p>16. Assistance in case of loss of credit cards</p> <p>In the case of theft or loss of the Insured's credit cards during a trip, the Insurer shall provide him/her assistance in blocking person accounts, involving the transfer of relevant information to the banks. However, the Insurer shall be responsible neither for the correctness of the process of blocking, nor for damages caused in relation with it.</p>	—	+
<p>17. Legal assistance</p> <p>The Insurer shall assist in hiring a lawyer and an interpreter in a situation when the Insured will come into conflict with the law applicable in the place of stay. The Insurer shall pay the court and legal service fees as well as costs of hiring an interpreter up to the amount of EUR 2,500. The insurance coverage exists on condition that the Insurer's conflict with the law is not related to his/her professional activities, attempting or committing a crime, the activities of a political nature.</p>	—	+

Scope of insurance and upper limits of the Insurer's liability	Basic Assistance	Extended Assistance
18. Bail bond loan The Insurer shall grant a loan for a bail up to the amount of EUR 12,500 when the Insured is detained or temporarily arrested in the place of stay, provided that the Insurer receives a guarantee issued by a person designated by the Insured. The Insured shall be obliged to return the amount paid by the Insurer without due delay, not later than three months after returning from the trip.	—	+
19. Driver substitution 1) The Insurer shall cover the costs of hiring a driver who will take the Insured by his/her car to the country of domicile if, due to a sudden illness or an accident covered by medical expenses insurance, the Insured's health condition, confirmed in a written certificate issued by the physician in charge of treatment, prevents the Insured from driving his/her own car, and the other person traveling together with the Insured does not have a driver's license. The Insurer shall cover the cost of hiring a driver up to a maximum of EUR 500 . 2) If the Insurer covers the costs of driver substitution, the Insured shall not be entitled to reimbursement of costs of return transport to the country of domicile referred to in § 33 sec. 1 point 7). 3) If the Insured covers the costs of hiring a driver on his/her own, the Insurer shall reimburse the costs incurred by the Insured up to the maximum amount for which the Insurer would organize such assistance on its own.	—	+

Active Assistance

§ 75 Costs of sport equipment rental

In the case when during a trip abroad the Insured is deprived of the possibility of using the insured sport equipment for reasons specified in § 62, the Insurer shall cover the costs of renting sport equipment on the basis of original receipts in the amount of up to EUR 15 per day for a maximum period of 7 days.

§ 76 Costs of the season ticket and classes in school

The Insurer shall cover the costs of the season ticket which entitles to use ski lifts or other sports facilities and participate in lessons in ski and snowboard schools or other sports schools in the event when the Insured cannot use them due to an accident or sudden illness conditional upon the existence of the Insurer liability in respect of medical and transport expenses and notification of the fact within 24 hours to the Alarm Centre. The Insurer shall reimburse the cost of an unused season ticket for the equivalent number of full unused days in the amount of up to a maximum of 70% of the season ticket value, but not more than EUR 250.

§ 77 Proceedings in the event of an indemnifiable accident

- In the event of an indemnifiable accident, the Insured shall immediately notify the Alarm Centre about it.
- In the case of occurrence of events specified in § 74 sec. 9 and 8, the costs of return transportation shall be reimbursed only if they have been agreed and accepted by the Alarm Centre before their incurring, and only in cases if the return could not have taken place with the use of the previously planned means of transport.
- In the case of occurrence of events specified in § 74 sec. 15 and 18, the Insured shall send, prior to receiving the loan, an acknowledgment of commitment to repay the loan.
- Failure to fulfil any of the obligations stipulated in sec. 1–3 above shall constitute basis for refusal to pay benefit in full or in part respectively, depending on the extent to which failure to fulfil the obligations affected determination of the cause of the indemnifiable accident or liability for the damage.

These Insurance Conditions apply to the following insurance contracts: tourist event and trip contracts with a departure date on 25 May 2020 and later.

Chairman of the Board

Member of the Board



Richard Bader



Torsten Haase

In the event of an emergency **ABROAD** please contact the Alarm Centre open 24 hours a day, 365 days a year.

Alarm Centre:

+48 58 309 11 00

help@euro-center.com

In emergencies only

When calling the **Alarm Centre** please provide the following information:

- **Caller information**
(full name, current location, contact number)
- **Victim information**
(full name, age, residence address)
- **Kind and location of event**
- **Where is the victim?**
(hotel, hospital)
- **Certificate number / reservation no.**

Should you have questions or concerns **NATIONALLY** please contact us by phone or e-mail.

Contact number:

+48 58 324 88 50

(Mon. – Fri. 8:30 AM – 4:30 PM)

email: szkody@ergo-ubezpieczeniapodrozy.pl
 website: www.ergo-ubezpieczeniapodrozy.pl

address: ERGO Reiseversicherung AG
 with its registered office in Munich,
 acting through its Division in Poland,
 80-309 Gdańsk, al. Grunwaldzka 413

Alarm Centre does not provide information regarding insurance. In such cases, please contact ERGO Ubezpieczenia Podróży.

to Travel Insurance Conditions for the Customers of ITAKA Tour Operator No. 10.11.014 in connection with extending the scope of the Insurer's liability by events connected with COVID-19

§ 1, sec. 5 and Table 7 are amended to read as follows:

“5. At the request of the Insuring Party, against payment of an additional premium, with keeping the remaining provisions of these Insurance Conditions unchanged, the coverage may be extended to include trip cancellation insurance under three variants presented in Table 7:

Trip cancellation insurance	Cancellation PLUS 80	Cancellation PLUS 100	Cancellation Cov PLUS 100
Conditions for payment of damages	Trip cancellation costs extended to include the consequences of chronic diseases, excluding expenses incurred as a result of contracting Covid-19	Trip cancellation costs extended to include the consequences of chronic diseases, excluding expenses incurred as a result of contracting Covid-19	Trip cancellation costs extended to include the consequences of chronic diseases, including expenses incurred as a result of contracting Covid-19 pursuant to §20
Sum insured	The sum insured equal to the price of the tourist event or the price of the trip, however, not more than PLN 25,000 per person (own contribution is 20%, but not less than PLN 100 per person)	The sum insured equal to the price of the tourist event or the price of the trip, however, not more than PLN 25,000 per person	

In § 17, the following section 2a is added after section 2:

“In the event of the existence of the Insurer's liability on account of insurance of medical and transport expenses (section C) in Itaka Complex and Itaka Prestige insurance variants, the general exclusion of liability relating to damage resulting from pandemics (including COVID-19 disease), referred to in § 17, sec. 2, point 5) shall not apply to the insurance of medical and transport expenses. The Insurer shall be liable for medical and transport expenses caused in relation to COVID-19 disease up to a maximum of the sum insured for medical expenses.”

In the scope of the insurance of the costs of trip cancellation, § 20 points 1)-4) shall read as follows:

“§ 20

- 1) death of the Insured or a travel co-participant, including as a result of a chronic disease, and in the case of the Cancellation Cov Plus 100 insurance variant also as a result of COVID-19 disease,
- 2) death of the Insured person's next of kin or the next of kin of a travel co-participant, which occurred within 60 days immediately preceding the date of departure, including as a result of a chronic disease, and in the case of the Cancellation Cov Plus 100 insurance variant also as a result of COVID-19 disease,
- 3) an accident or a sudden illness, also in the result of consequences of a chronic disease of the Insured or a travel co-participant, provided that there are medical contraindications to travel, confirmed by a medical certificate, and in case of the Cancellation Cov Plus 100 insurance also a sudden illness as a result of COVID-19 disease of the Insured or a travel co-participant, provided that there are medical contraindications to travel,
- 4) an accident or a sudden illness, also as a result of consequences of a chronic disease of the Insured person's next of kin or the next of kin of a travel co-participant resulting in hospital treatment or making it necessary to care for them, confirmed by a medical certificate and not promising an improvement of health condition by the date of departure, and in the case of the Cancellation Cov Plus 100 insurance variant also a sudden COVID-19 illness resulting in hospitalization of the Insured person's next of kin, which will not end by the date of departure.”

In § 26, sec. 1 the following point 3a) is added after point 3):

“3a) sudden COVID-19 illness of the Insured person's next of kin resulting in the need for immediate hospital treatment, provided that the event occurred in the Insured person's country of domicile,”

After § 33, § 33a is added reading as follows:

„§ 33a

In Itaka Complex and Itaka Prestige insurance variants, in case the Insured is forced to prolong his/her stay due to being placed under compulsory quarantine by the local sanitary services as a result of COVID-19, which will not end by the day of trip completion, the Insurer will cover the necessary and documented additional costs of accommodation (in a standard/category not higher than the original stay), food and transport exceeding the original duration of the trip, up to a maximum of EUR 1,000. The Insurer shall cover the costs of return transportation of the Insured to the country of domicile, provided that it will not be possible with the use of the previously planned means of transport.”

This annex to the Travel Insurance Conditions for the Customers of ITAKA Tour Operator No. 10.11.014 has been approved by Resolution of the Management Board No. 01/GIC/2020 dated 15 July 2020 and applies to insurance contracts concluded on 1 August 2020 and later.

Chairman of the Board

Member of the Board



Richard Bader



Torsten Haase