

Casualty Insurance

General Conditions of Tramp Foreign Travel Insurance

Allianz – insurance A to Z

Allianz 

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General Conditions of Tramp Foreign Travel Insurance

GENERAL PROVISIONS

§ 1.

Scope of Cover

1.

Under these General Conditions of Tramp Foreign Travel Insurance, hereinafter referred to as GCI, Towarzystwo Ubezpieczeń i Reasekuracji Allianz Polska Spółka Akcyjna, hereinafter referred to as Allianz, provides comprehensive insurance cover to insured persons during their travel, which may cover the following risks:

- 1) TEA – treatment expenses and travel assistance,
- 2) PA – personal accident,
- 3) TPL – private third-party liability for damage to persons or property (TPLPER, TPLPRO),
- 4) BG – baggage,
- 5) SE – sports equipment,
- 6) PHCI – package cancellation or interruption,
- 7) LPHC – hotel cancellation,
- 8) T/W – ticket cancellation.

2.

PA, TPL, BG, SE, PHCI, LPHC and T/W cover may be provided to the Insured subject to entering into a TEA insurance contract.

3.

PHCI cover may be provided to the Insured with no need to enter into a TEA contract, provided that the PHCI insurance contract is made through a tour operator or travel intermediary partnering with Allianz under an agency agreement, master contract, agreement on cooperation or partnership agreement for obligatory Tramp foreign travel insurance, intended for all customers of the tour operator or travel intermediary, travelling on package tours arranged by those entities.

4.

LPHC and/or T/W cover can be provided to the Insured unless such risks have been previously covered by PHCI insurance.

5.

Obligations under an insurance contract covering the TEA, TPL, BG, SE, PHCI, LPHC and T/W risks shall be performed by Allianz through the Operation Centre, whose address and telephone number are stated in the insurance document.

6.

Obligations arising from PA insurance contract shall be performed directly by Allianz.

§ 2.

Types of insurance contracts

1.

Insurance cover may be provided to:

- 1) individuals named in the insurance document (individual insurance);
- 2) family members (family insurance) – both parents or one of them or legal guardian (s) together with a child or children and other family members named in the insurance document; family insurance may be provided to persons who are under 65 years of age at the date of the insurance contract; the scope of cover shall be the same for all persons named in the insurance document;

- 3) a group of individuals (group insurance) – the scope of liability shall be the same for all persons named in a single insurance document;
- 4) a group of individuals (group insurance in the form of open policy for named insureds) – the scope of liability shall be the same for all persons named in a single insurance document, including persons proposed for the insurance during the continuance of the insurance contract in lists of names.

2.

Insurance contracts can be concluded in one of the five options mentioned in § 4 hereof.

§ 3.

Geographical Scope of Cover

1.

Insurance cover shall be provided within the geographical zone specified in the insurance contract. Depending on the geographical territory, the following geographical zones are identified:

- 1) Zone A – the territory of all European states and all countries of the Mediterranean region, including the Canary Islands and excluding the territory of the Insured's country of residence and the Republic of Poland;
- 2) Zone B – the territories of all states of the world, excluding the territory of the Insured's country of residence and the Republic of Poland.

§ 4.

Definitions

For the purposes of these GCI the following terms shall have the following respective meanings:

- 1) „**travel agent**” shall mean an business operator through whom contracts for tourist services are made on a regular basis for tour operators holding a valid authorisation to carry on business within the territory of the Republic of Poland, or for other service providers based within the territory of the Republic of Poland;
- 2) „**acts of terror**” shall mean illegal individual or group actions involving the use of violence, organised for ideological or political reasons against people or property in order to bring about chaos, intimidate the population and disrupt public life, and directed against society with a view to intimidating it to achieve political or social goals, such as the release of individuals serving prison sentences;
- 3) „**active involvement in hostilities or acts of terror**” shall mean the Insured's participation in events arising in territories affected by hostilities or acts of terror as a party to the conflict, or the Insured's activities involving the supply or transport of systems, equipment, vehicles, arms and other materials used in hostilities or acts of terror;
- 4) „**engaging in amateur sports**” shall mean the Insured's sports activity pursued for leisure and entertainment purposes, subject to paragraph 5 of this Section;
- 5) „**engaging in high-risk amateur sports**” shall mean engaging in the following sports on an amateur basis: motor or motor water sports, air sports, potholing, mountaineering or rock climbing with the use of protective or safety equipment or requiring the use of such equipment, rafting, including any variations thereof, diving with the use of specialist equipment, kitesurfing, heliskiing, heliboarding, bungee jumping, and participating in survival expeditions or expeditions to locations characterised by extreme climatic or natural conditions, such as deserts, high mountains (above 5500 m asl), the bush, the poles, jungle, glacier and snow-covered areas, which require the use of protective or safety equipment;
- 6) „**passive involvement in hostilities or acts of terror**” shall mean the Insured's informed arrival in areas affected by hostilities or acts of terror for

the purpose of performing service duties, subject to paragraph 3 of this Section;

- 7) „**ticket**” shall mean a personal document issued by or on behalf of the carrier as confirmation of booking or purchase of an air/coach/ferry/rail ticket or a personal document directly authorising the holder to travel, unambiguously identifying the person authorised to travel by air, coach, ferry or rail;
- 8) „**Operation Centre**” shall mean Mondial Assistance Sp. z o. o., a company with its registered office in Warsaw at ul. Domaniewska 50B, organising on behalf of Allianz services involving travel assistance and handling of claims under TEA, TPL, BG, SE, PHCI, LPHC and T/W insurance;
- 9) „**risk pregnancy**” shall mean a pregnancy considered by a physician to be risky; it be recognised as a risk pregnancy on the basis of an entry in the pregnancy record
- 10) „**disease**” shall mean a response of the organism to a pathogen or an accidental injury, leading to dysfunctions and organic changes in tissues, organs, systems or the entire organism;
- 11) „**chronic disease**” shall mean a pathological condition diagnosed prior to entering into the insurance contract, characterised by slow development and long-term persistence, diseases treated continuously or periodically in an outpatient setting or being a cause of hospitalisation within the period of 12 months prior to entering into the insurance contract;
- 12) „**mental disease**” shall mean a disease classified by the International Statistical Classification of Diseases and Related Health Problems ICD 10 as mental and behavioural disorders (F00-F99);
- 13) „**family member**” shall mean the spouse, children, parents, parents-in-law, siblings, grandparents and grandchildren, adoptees; family members shall also include persons living in common marriage defined as a common-law relationship of adults living in a common household;
- 14) „**Head Office (Headquarters)**” shall mean the main business unit of Allianz, established to initiate, organise and supervise the activities of Allianz;
- 15) „**insurance document**” shall mean a policy, card, certificate or other document confirming the conclusion of an insurance contract;
- 16) „**acting under the influence of alcohol**” shall mean acting in a state where blood alcohol content in the body amounts or leads to:
 - a) blood alcohol concentration of at least 0.2 ‰
 - or
 - b) alcohol content in 1 dm³ of breath of at least 0.1 mg;
- 17) „**event of Force Majeure**” shall mean an external event that is unpredictable (meaning also a minimal probability of its occurrence in a given situation) and impossible to prevent through the exercise of due care and diligence;
- 18) „**child**” shall mean a person under 20 years of age;
- 19) „**flat deductible**” shall mean a contractual amount deductible from any compensation (benefit), but not more than the value of such compensation (benefit);
- 20) „**hospitalisation**” shall mean the Insured’s uninterrupted stay in hospital for more than one day; within the meaning of these GCI, a day of stay in hospital shall mean a calendar day on which the Insured stayed in hospital irrespective of how long such stay was on a given day, the first day being the day of registration in the main register, and the last – the day of discharge from hospital;
- 21) „**package**” shall mean at least two tourist services forming a single-priced package, where such services include accommodation or last more than 24 hours, or where the package provides for a change in the place of stay or stay in rented holiday apartments, bed and breakfast facilities or hotels, provided that such package is organised by a tour operator;
- 22) „**payment card**” shall mean an international or domestic credit, charge or debit card issued by a bank or other organisation;
- 23) „**natural disaster**” shall mean an event resulting from the operation of the forces of nature, leading to dramatic environmental changes and caused by

natural factors, such as: earth tremors, volcanic eruptions, fires, draughts, floods, hurricanes, tsunamis, ice phenomena on rivers, seas, lakes and other reservoirs, the persistence of extreme temperatures, landslides, infestation of pests, diseases of plants and animals;

- 24) „**unexpected war or act of terror clause**” shall mean a contractual provision to the effect that Allianz is liable for any damage mentioned in § 10 paragraph 1 (6) hereof and for consequences of accidents resulting from hostilities or acts of terror, which took place during the Insured’s stay outside the Republic of Poland, no longer than seven days from the date of an act of terror or the date of a sudden outbreak of war, and no longer than the insurance period, applicable with the exception of the following states: the Islamic Republic of Afghanistan, the Kingdom of Saudi Arabia, the People’s Republic of Bangladesh, the Republic of Burundi, the Republic of Georgia, the Republic of Iraq, the Hashemite Kingdom of Jordan, the Republic of Columbia, the Republic of Liberia, the Islamic Republic of Pakistan, the Republic of Rwanda, the Syrian Arab Republic;
- 25) „**treatment expenses**” shall mean expenses incurred outside the territory of the Republic of Poland and the Insured’s country of residence to provide medical services, outpatient, inpatient and dental treatment, as well as medications and dressing materials necessary to enable the Insured to recover or be transported to the territory of the Republic of Poland or to the Insured’s country of residence; treatment expenses within the meaning of these GCI shall not be deemed to include any expenses related to abortion, artificial insemination and infertility treatment expenses, or any expenses arising from any consequences and complications of the above procedures;
- 26) „**the Insured’s country of residence**” shall mean the country where the Insured has resided uninterruptedly for at least one year and where his/her personal and professional activities are centred; the country in which a person stays for educational purposes or to which he/she is seconded for work shall not be deemed to be a country of residence; a short trip (lasting up to 21 days) for tourist purposes or to visit family members or friends shall not be deemed to be an interruption of residence in a country;
- 27) „**authorised physician**” shall mean a medical professional appointed by Allianz and authorised to request medical facilities to make available the Insured’s medical records and to provide expert medical opinions;
- 28) „**place of residence**” shall mean the address of a property, building or unit within the territory of the Republic of Poland or the Insured’s country of residence, which is the Insured’s place of residence, as indicated by the Insured;
- 29) „**sudden illness**” shall mean a pathological condition of a sudden nature, posing a threat to the Insured’s health or life and requiring immediate medical assistance;
- 30) „**NBP**” shall mean the National Bank of Poland;
- 31) „**accident**” shall mean a sudden and accidental event which simultaneously meets all of the following criteria:
 - a) is independent of the will and state of health of the Insured,
 - b) is due to an external cause of a fortuitous nature, which was the direct and sole cause of the event,
 - c) occurred within the period between the date of commencement and the date of termination of liability of Allianz to the Insured,
 - d) was the direct and sole cause of an event for which Allianz is liable,
 - e) there is adequate direct causality between the consequences of the event and the external cause of the event, which has led to the event and in consequence of which the Insured has suffered bodily injury, health disorder or died;
- 32) „**liability of Allianz**” shall mean the participation of Allianz in the risk of an insured event occurring on the terms and conditions laid down in the insurance contract made on the basis of these CGI;
- 33) „**insurance period**” shall mean the period specified as proposed by the Policyholder in an insurance document, during which Allianz provides insurance cover;

- 34) **„payment of insurance premium”** – the insurance premium (instalment) shall be deemed paid when the premium amount due has been delivered, confirmed by means of:
- a) cash payment voucher confirmed by an Allianz agent;
 - b) bank transfer to the relevant bank account of Allianz;
 - c) payment by postal order to the relevant bank account of Allianz;
 - d) card payment receipt confirmed by an Allianz agent.
- 35) **„tour operator”** shall mean a business operator organising a package, registered within the territory of the Republic of Poland;
- 36) **„person appointed to take care of the Insured’s child (children)”** shall mean a person appointed in writing by the Policyholder (Insured) to take care of the Insured’s child (children) during the hospitalisation of the Insured;
- 37) **„foreign travel”** shall mean the Insured’s stay outside the Republic of Poland and outside the Insured’s place of residence;
- 38) **„open policy for named insureds (Option IV of the Tramp foreign travel insurance contract)”** shall mean the confirmation of an annual insurance contract by a policy which is intended for persons named when entering into the insurance contract or before leaving abroad;
- 39) **„travel intermediary”** shall mean a business operator whose activities involve the handling, on behalf of a customer, of arrangements and formalities connected with the conclusion of tourist service contracts;
- 40) **„serious disease or heavy accident resulting in bodily injury”** shall mean temporary or permanent impairment of physical integrity, confirmed by the attending physician or approved by the Operation Centre physician;
- 41) **„serious misfortune”** shall mean an external unpredictable event that cannot be prevented and is beyond the Insured’s control; the following shall constitute a serious misfortune: home burglary, fire, home flooding, hurricane;
- 42) **„overload”** shall mean making a sudden movement or lifting an excessive weight, causing an effect which, compounded by the Insured’s pre-existing degenerative changes, may lead to a permanent health damage;
- 43) **„external cause”** shall mean an event originating outside the Insured’s organism, which was the sole factor leading to the Insured’s bodily injuries, where the Insured’s body was affected by:
- a) kinetic energy – mechanical factors causing injuries in the form of traumas, impacts, gravitational factors causing bodily injuries, such as falls,
 - b) thermal or electric energy – causing injuries in the form of burns,
 - c) chemical factors causing injuries in the form of poisoning,
 - d) acoustic factors causing damage in the form of acoustic traumas.
- It is stipulated that no stress or experiences of the Insured shall be deemed to constitute an external cause according to these GCI;
- 44) **„robbery”** shall mean the taking of someone else’s movable property with the intention to steal it through the use of violence directly against the person in possession of such property or through a threat of immediate use of such violence or through making such person unconscious or defenceless, or through the use of the above-mentioned measures of violence after the taking of property in order to retain possession of the property;
- 45) **„air sports”** shall mean gliding, ballooning, parachuting, hang-gliding, paragliding, microlighting and any variations thereof, as well as engaging in any disciplines involving movement in airspace;
- 46) **„electronic equipment”** shall mean portable computer equipment, portable photographic equipment, portable filmmaking equipment, portable audio-video equipment, portable communication devices, mobile telephones, and portable musical instruments, subject to point 47;
- 47) **„fixed electronic equipment”** shall mean electronic equipment powered exclusively from the mains, which cannot be powered from a battery, i.e. television sets, video and DVD players and recorders, hi-fi units, computers, etc., used solely for domestic purposes or in performing service duties;
- 48) **„difficult life situations”** shall mean stillbirth or death of the Insured’s family member;

- 49) „**permanent health damage**” shall mean permanent bodily injury or loss of health resulting from an accident, impairing bodily functions beyond improvement;
- 50) „**Policyholder**” shall mean a natural person, body corporate or an unincorporated body with whom Allianz enters into the insurance contract and who agrees to pay the insurance premium;
- 51) „**Insured**” shall mean a natural person covered under the Tramp foreign travel insurance contract;
- 52) „**Beneficiary**” shall mean a person or persons named by the Insured in writing, entitled to receive the benefit in the event of the Insured’s death; the Insured may name the Beneficiary both on entering into the insurance contract and at any time during the continuance thereof; the Insured shall have the right to change the Beneficiary at any time during the continuance of the insurance contract; such change shall be effective as of the date of receipt of the request by Allianz; in a situation where the sum of percentage shares of the Beneficiaries does not equal 100, the persons’ shares in the amount of the benefit due shall be determined on a pro rata basis according to the proportions arising from the Insured’s designation; if no Beneficiary is named in writing, the provisions of § 30 paragraph 14 hereof shall apply;
- 53) „**Option I**” shall mean an option of the individual, family or group contract of Tramp foreign travel insurance;
- 54) „**Option III**” shall mean an option of the annual individual contract of Tramp foreign travel insurance intended for persons travelling abroad multiple times in a year for periods of not more than 60 days;
- 55) „**engaging in competitive and professional sports**” shall mean regular or intensive training with participation in competitions or other events or fitness and training camps, irrespective of whether income is derived from the sport practised or not; for the purposes of assessment of the insurance risk involved in engaging in competitive and professional sports, the following sports classes are established:
- a) Class I – athletics, cricket, golf, squash, swimming (to the exclusion of diving with the use of specialist equipment), tennis and table tennis, shooting,
 - b) Class II – acrobatic and sports gymnastics, kayaking, sailing (other than marine), water polo, handball, volleyball, figure skating, speed skating, roller-skating and variations thereof, skateboarding, dancing, basketball, rowing, water skiing, fencing, surfing and variations thereof,
 - c) Class III – ice hockey, field hockey, soccer, American football, baseball, rugby, air sports, equestrian sports, trekking, mountaineering and rock climbing with the use of protective of safety equipment or requiring the use of such equipment, potholing, skiing and variations thereof, snowboarding and variations thereof, cycling, diving with the use of specialist equipment, springboard diving, motor and motor water sports, rafting, polo, sled sports, bobsleigh, weightlifting, wrestling, combat sports, marine sailing;
- 56) „**performing mental work**” shall mean the performance of actions, operations, work and occupations other than those listed in points 57, 58 and 59, and the performance of work in the administration of the sections mentioned in points 57, 58 and 59;
- 57) „**performing manual work**” shall mean the performance of:
- a) any actions or operations as part of employment or gainful activity, increasing the risk of damage or loss, but also any activity not related to employment and any non-profit activity, e. g. voluntary work, apprenticeships in a workshop or factory, hobbies, which increase the risk of damage or loss; manual work shall also be deemed to include work with the use of paints, varnishes, liquid fuels and solvents, industrial and exhaust gases, hot industrial oils or industrial fluids;
 - b) work in transport, subject to the provisions of point 58;
 - c) work in the ambulance service, the police or municipal police, the fire

service, the army (provided that the insurance shall not cover any events connected with exercises carried out under the control of military authorities), in security or surveillance (irrespective of whether the person performing such work is armed or not);

d) the performance of the activities, work and occupations mentioned in indents (a), (b) and (c) above shall be classified as performing manual work unless the activities, work and occupations mentioned in points 58 and 59 are performed simultaneously.

58) „**performing increased-risk manual work**” shall mean the performance of work in transport involving simultaneous performance of goods unloading, transloading and loading activities; the performance of the operations mentioned in the previous sentence shall be classified as the performance of increased-risk work unless the activities, work and occupations mentioned in point 59 are performed simultaneously;

59) „**performing high-risk manual work**” shall mean:

a) the performance of work in: construction (including finishing work), gas, power, metallurgical, mining or heavy industry, sawmills (also by business operators undertaking such activities personally), and the performance of the following occupations: escort, carpenter, farmer;

b) the performance of operations involving the use of dangerous tools, such as hammer drills, power saws, pneumatic drills, sawing and grinding machines, machine tools, cranes and working machines, road-making machines

c) the performance of any work at heights and on vessels;

60) „**accident while performing mental work**” shall mean any accident related to the circumstances and activities mentioned in point 56;

61) „**accident while performing manual work**” shall mean any accident related to the circumstances and activities mentioned in point 57;

62) „**accident while performing increased-risk manual work**” shall mean any accident related to the circumstances and activities mentioned in point 58;

63) „**accident while performing high-risk manual work**” shall mean any accident related to the circumstances and activities mentioned in point 59;

64) „**insured event**” shall mean a sudden, unpredictable and external event beyond the control of the Policyholder and the Insured, which occurs during the period of insurance cover and may obligate Allianz, under these GCI and applicable laws and regulations, to pay a benefit.

§ 5.

Period of Cover

1.

An insurance contract may be made for a period of no more than one year.

2.

The liability of Allianz under TEA, PA, TPL, BG and SE insurance shall commence at the time specified in the insurance document, but not before premium is paid and it shall concern insured events that occur during the insurance period within the territory of the states belonging to the geographical zone specified in the insurance contract, subject to paragraphs 3 and 9.

3.

PA insurance cover shall be additionally provided within the territory of the Republic of Poland, provided that travel within the Republic of Poland is part of a foreign travel and the Insured presents Allianz with tickets (railway, air, coach, ferry) evidencing the travel or confirmation of accommodation bookings outside the Republic of Poland, a business trip document or other documents showing that the Insured has travelled abroad. Insurance cover within the territory of Poland shall continue for no more than 24 hours before crossing the border of the Republic of Poland on the Insured's outward journey and 24 hours after crossing the border of the Republic of Poland on the Insured's return journey from abroad.

4.

The liability of Allianz under package and hotel cancellation insurance PHCI shall commence no sooner than the moment premium is paid and it shall concern insured events that occur during the period between the conclusion of the insurance contract and the commencement of the package or the day before the planned commencement of stay at the hotel.

5.

The liability of Allianz under package interruption insurance PHCI shall commence no sooner than the moment premium is paid and it shall concern insured events that occur during the period between the commencement of the package and one day before the end of the package.

6.

The liability of Allianz under limited package and hotel cancellation insurance LPHC shall commence no sooner than the moment premium is paid and it shall concern insured events that occur during the period between the conclusion of the insurance contract and the commencement of the package/ the day before the planned commencement of stay at the hotel.

7.

The liability of Allianz under T/W insurance shall commence no sooner than the moment premium is paid and it shall concern, it shall concern insured events that occur during the period between the date of the insurance contract and the time of departure shown on the ticket, subject to § 18, paragraphs 1 and 3.

8.

The liability of Allianz to persons covered under an open policy for unnamed insured persons during the insurance period shall commence on the day following the date of receipt by Allianz of the documents mentioned in § 6 paragraph 7, unless agreed otherwise.

9.

If the Insured stays outside the Republic of Poland or the country of residence at the time of entering into the insurance contract, the liability of Allianz shall commence no sooner than seven days (waiting period) after the day following the conclusion of the contract, but not before insurance premium is paid. The waiting period shall not apply to reinstatement of insurance contracts, provided that reinstatement takes place before the expiry of the insurance period under a previous insurance contract made with Allianz.

10.

The liability of Allianz under TEA and PA insurance in respect of one insured event shall terminate when the sum insured specified in the insurance contract per insured event is exhausted.

11.

The liability of Allianz under TPLPER, TPLPRO, BG and SE insurance shall terminate when the sum insured specified in the insurance contract for all insured events is exhausted.

12.

The liability of Allianz shall terminate:

- 1) at the date the sum insured is exhausted in the situations described in paragraphs 10 and 11;
- 2) at the date of termination of the contract prior to the agreed date of expiry of insurance cover, by mutual agreement or by notice;
- 3) at the date of withdrawal from the contract under paragraphs 13 and 14;
- 4) at the date of death of the Insured, with regard to the Insured concerned;

- 5) in the case of TEA, PA, TPL, BG and SE insurance – upon the Insured’s leaving the territory of the states belonging to the geographical zone specified in the insurance contract (subject to the provisions of paragraph 3), but not later than midnight on the last day of the insurance period;
- 6) in the case of package cancellation insurance PHCI – upon commencement of the package;
- 7) in the case of package interruption insurance PHCI – as of the end of the day before the end of the package;
- 8) in the case of hotel cancellation insurance PHCI – as of the end of the day before the planned date of commencement of stay at the hotel;
- 9) in the case of limited package cancellation insurance LPHC – upon the commencement of the package;
- 10) in the case of limited hotel cancellation insurance LPHC – as of the end of the day before the planned date of commencement of stay at the hotel;
- 11) in the case of T/W insurance – at the time shown on the ticket as the time of departure, subject to § 18 (1) and (3).

13.

If the insurance contract is made for a period of more than six months, the Policyholder shall have the right to withdraw from the contract within 30 days or, where the Policyholder is a business operator, within seven days from the date of the contract. The Policyholder shall be required to submit a written notice of withdrawal from the insurance contract. Withdrawal from the insurance contract shall not relieve the Policyholder from the obligation to pay premium for the period in which Allianz provided insurance cover.

14.

If the insurance contract is made for a period of not more than six months, the Policyholder shall have the right to withdraw from the contract at any time before the commencement of the insurance period. The date of withdrawal from the insurance contract shall be the date of receipt by Allianz of a written notice of withdrawal from the contract.

15.

If the insurance contract is made for a period of more than 30 days, the Policyholder shall have the right to terminate the insurance contract any time for convenience, after the expiry of the above period, by two weeks’ notice. The period of notice of termination shall run from the date of receipt by Allianz of a written notice of termination of the insurance contract. Notice of termination of the insurance contract shall not relieve the Policyholder from the obligation to pay premium for the period in which Allianz provided insurance cover.

§ 6.

Obligations of the Policyholder (Insured) Related to the Conclusion and Performance of the Insurance Contract

1.

The Policyholder shall be required to communicate to Allianz all circumstances known to the Policyholder, which Allianz has enquired about prior to concluding the insurance contract. If the Insured enters into the contract through a representative, the obligation shall also be incumbent upon the representative.

2.

If the Policyholder enters into the contract for the Insured’s account, the Policyholder shall be required to inform the Insured of the content of the insurance contract made and to furnish the Insured with the text of these GCI and the Accident Permanent Health Damage Percentage Assessment Table, and to clearly inform the Insured about the duties mentioned in paragraphs 1 and 3 of this Section before cover is provided to the Insured.

3.

During the continuance of the contract, the Policyholder and the Insured shall be required to report in writing any changes to the circumstances mentioned in paragraph 1 as soon as they become aware thereof.

4.

If the Policyholder misrepresents the circumstances to Allianz in response to questions asked prior to entering into the contract, Allianz shall be relieved from liability for the consequences of such circumstances. If untrue details are provided intentionally, in case of doubt, the insured event and the consequences thereof shall be deemed to have resulted from the misrepresentation of circumstances.

5.

The Policyholder and the Insured shall be required to endeavour to prevent the occurrence of an insured event and to take appropriate remedial measures to avoid damage or to mitigate damage that has already arisen.

6.

Upon entering into the insurance contract, the Insured shall grant consent to Allianz, Allianz authorised physicians and Operation Centre physicians or to their representatives to contact parties that have provided health benefits to the Insured and to request information on the circumstances relevant to the assessment of insurance risk and verification of the data provided by the person on the condition of the person's health, determination of the person's entitlement to a benefit under the insurance contract and the amount of the benefit, as well as information on the cause of the Insured's death, excluding results of genetic examinations.

7.

If the insurance contract is made in the form of an open policy for named insureds, the Policyholder shall be obligated to send lists of persons entering into the insurance contract no later than one day before the provision of cover to the Insureds, unless agreed otherwise.

8.

When requested by Allianz, the Policyholder shall be required, any time during the continuance of the insurance period, to confirm the provision of insurance cover to a person inquired about by Allianz.

§ 7.

Sum Insured

1.

Under TEA and PA insurance, the sums insured stated in the contract, the insurance document and these GCI shall apply to each insured event.

2.

Under TPLPER, TPLPRO, BG and SE insurance, the sums insured stated in the contract and the insurance document shall apply to all insured events occurring during the insurance period set forth in the insurance contract.

3.

With regard to PHCI insurance, the sum insured shall be the price of the package and/or the price of accommodation; if the Insured is covered for PHCI and is then obligated to make additional exchange surcharges or fuel surcharges, of which the Insured was not aware at the time of entering into the insurance contract for his/her own account, as confirmed by relevant documents, the sum insured in respect of PHCI insurance shall be increased by the cost of the said exchange surcharges or fuel surcharges.

4.

With regard to LPHC insurance, the sum insured shall be the price of the package and/or the price of accommodation; if the Insured is covered for LPHC and is then obligated to make additional exchange surcharges or fuel surcharges, of which the Insured was not aware at the time of entering into the insurance contract for his/her own account, as confirmed by relevant documents, the sum insured in respect of LPHC insurance shall be increased by the cost of the said exchange surcharges or fuel surcharges.

5.

With regard to T/W insurance, the sum insured shall be the ticket price.

6.

Under TEA and PA insurance, any compensation amount paid to the Insured in respect of one insured event may not exceed the applicable sum insured set forth in the insurance contract for TEA and PA insurance.

7.

Under TPLPER, TPLPRO, BG and SE insurance, each compensation amount paid to the Insured shall reduce the sum insured.

8.

The sum insured shall be set forth in the insurance contract in euros, representing an equivalent of an amount in Polish zlotys, converted at the average exchange rate of the euro published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of the insurance contract

9.

Allianz shall be liable up to the sum insured specified in the insurance contract, subject to the limits set forth in § 10 hereof and subject to the provisions of § 13 paragraph 4, § 31 paragraph 7, § 32 paragraph 3, § 33 paragraph 3 and § 37 paragraphs 6 and 7 hereof.

§ 8.

Insurance Premium

1.

Insurance premium shall be calculated for the duration of insurance cover provided by Allianz (except the waiting period under § 5 paragraph 9) on the basis of the premium tariff adopted by Allianz, applicable at the date of the contract. The premium shall be fixed in euros and it shall be collected in zlotys after conversion at the average exchange rate of the euro published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of the insurance contract.

2.

Premium shall be determined on the basis of:

- 1) scope of cover and sum insured;
- 2) planned insurance period;
- 3) geographical scope of the insurance;
- 4) type, option and form of insurance;
- 5) number of insureds;
- 6) age of insureds;
- 7) inclusion of ancillary risks in the insurance contract: amateur skiing and all variations thereof, except heliskiing, snowboarding and all variations thereof, except heliboarding, engaging in the high-risk amateur sports mentioned in § 4 point 5 hereof, engaging in the competitive and professional sports mentioned in § 4 point 55 hereof, performing mental work, performing manual work, performing increased-risk manual work, performing high-risk

manual work, aggravations or complications of chronic diseases, passive involvement in hostilities or acts of terror;

8) the maximum duration of the Insured's single stay abroad.

3.

The Policyholder shall be required to pay a single premium simultaneously with the conclusion of the insurance contract, unless agreed otherwise.

4.

A premium (instalment) shall be considered unpaid if the premium (instalment) amount remitted to the account of Allianz is less than that set forth in the insurance contract. If these GCI provide that insurance cover commences upon payment of premium and a smaller amount of premium has been paid than as agreed in the contract, insurance cover shall not commence.

5.

If the liability of Allianz arises before the premium or its first instalment is paid, and the premium or its first instalment is not paid on time, Allianz may terminate the contract by immediate notice and demand premium refund for the period during which its liability continued. In the absence of a notice of termination, the contract shall expire as of the end of the period to which the unpaid premium applied.

6.

In the event of termination of the insurance contract prior to the commencement of insurance cover, the Policyholder shall be entitled to refund of the full amount of the premium paid.

7.

If insurance cover terminates before the end of the insurance period set forth in the contract, the Policyholder shall be entitled to refund of the premium for the period of unused cover. The amount of premium refundable for an unused insurance period shall be determined in proportion to the unused insurance period.

8.

If the insurance contract is terminated by mutual agreement of the parties, by notice given by either party or by withdrawal from the contract before the end of the insurance period, the Policyholder agrees to pay the premium due for the period in which Allianz provided insurance cover.

§ 9.

Benefit Payment

1.

Benefits due to the Insured or to the eligible person shall be payable in the currency of the Insured's country of residence as the equivalent of amounts in other currencies, converted into the currency of the Insured's country of residence at the exchange rate published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of issue of the decision to pay the benefit or part thereof, subject to paragraph 2 of this Section, and they shall be payable up to the sums insured denominated in euros, as provided in the insurance contract

2.

The amount of benefit for permanent damage to health shall be determined on the basis of the certified percentage of permanent damage to health relative to the sum insured in euros. The amount shall be converted into the currency of the country of residence at the average rate of exchange published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of the contract.

3.

In the event of the Insured's death, the reimbursement of any expenses incurred by Insured, connected with an event covered by Allianz with regard to TEA, TPLPER, TPLPRO, BG, SE, PHCI, LPHC and T/W shall be available to the Insured's heirs based on a death certificate and proof of costs incurred by the heirs or by the Insured.

4.

The performance of assistance services guaranteed under these GCI may be delayed by strikes, riots, social unrest, acts of terror, civil war or international hostilities, radioactive or ionising radiation, misfortune or an event of Force Majeure, as evidenced by the Operation Centre.

5.

Allianz shall pay a benefit within 30 days of receiving the notification of an insurance event at the latest, subject to paragraph 6 of this Section.

6.

Should it prove impossible to clarify, within the time limit set forth in paragraph 5, all circumstances relevant to the determination of the legitimacy of benefit payment, the benefit shall be paid within 14 days of the date on which it became possible to clarify the circumstances with the exercise of due care. However, any indisputable part of the benefit shall be paid by Allianz within the time limit set forth in paragraph 5 of this Section.

7.

The liability of Allianz shall cover only the benefits provided for in the insurance contract. The extent of harm, suffering and pain experienced shall not be subject to payment of a benefit by Allianz, nor shall it affect its amount. In no event shall they provide a basis for redress for harm, pain, physical or moral suffering, and for any financial losses resulting from the loss of or damage to items owned by the Insured (this shall not apply to insured sports equipment or baggage falling within the scope of liability described in these GCI, provided that an insurance contract has been made covering those risks).

8.

The Insured shall be required to take all measures available to him/her to reduce damage and prevent its further aggravation. The Insured shall also be required to enable Allianz and the Operation Centre to carry out activities necessary to determine the circumstances of the damage as well as the legitimacy and amount of the claim.

9.

In the event of breach due to intentional fault or gross negligence on the part of the Insured or a person acting on the Insured's behalf with regard to accident notification obligations and the obligations set forth in these GCI, Allianz may reduce the benefit accordingly if such breach has aggravated the damage or prevented Allianz from the determination of the circumstances and consequences of the accident.

10.

Payment of benefits by Allianz shall be based on the fulfilment of the obligations set forth in § 29-38 and the submission of the original documents mentioned in § 29-38 or their copies certified to be true copies by an employee of the institution issuing the document concerned, by a notary, authorised persons named by Allianz, unless the provisions of these sections refer to original documents only or it is agreed otherwise after the occurrence of the insured event.

SUBJECT OF INSURANCE AND SCOPE OF COVER

§ 10.

Treatment Expenses and Travel Assistance Insurance

1.

The insurance shall cover the following expenses incurred by the Insured in consequence of sudden illness or an accident during the insurance period outside the Republic of Poland or the Insured's country of residence:

- 1) hospital and outpatient treatment expenses;
 - a) stay and treatment in hospital;
 - b) medical visits;
 - c) examinations, procedures and operations prescribed by a physician;
- 2) cost of transport:
 - a) medical transport to an appropriate medical facility;
 - b) transport between medical facilities where outpatient assistance was provided successively;
 - c) transport to the place of accommodation following the provision of medical assistance if prescribed by the Insured's attending physician owing to the condition of the Insured's health;
 - d) medical transport of the Insured to the Republic of Poland or the Insured's country of residence:
 - a. Allianz shall arrange medical transport of the Insured to the Republic of Poland or the Insured's country of residence or to a medical facility within the territory of the Republic of Poland or the Insured's country of residence, and shall pay the cost of such transport up to the amount corresponding to the cost of arranging such transport to the Republic of Poland; the Insured shall be transported by a conveyance appropriate to the Insured's state of health; the expediency, time, method and feasibility of the Insured's transport shall be decided by the Operation Centre physician, following consultation with the physician in charge of treatment abroad; if the Insured refuses to be transported, while the Operation Centre physicians consider such transport feasible, the Insured shall no longer be eligible for cover with regard to treatment expenses and travel assistance.
 - b. if the Insured has died in travel or while outside the Republic of Poland or his/her country of residence, Allianz shall arrange transport of the body to a burial ground within the territory of the Insured's country of residence, and shall pay the cost of such transport up to the amount representing the cost of arranging such transport by Allianz to the territory of the Republic of Poland (including the cost of purchase of a transport coffin up to the equivalent of 1250 euros); Allianz may arrange and pay the cost of cremation and transport of the ashes to a burial ground within the territory of the Insured's country of residence, up to the equivalent of the cost of transport of the body;
- 3) the cost of purchase of necessary medications and dressing materials as prescribed by a physician;
- 4) the cost of dental treatment; the limit of liability of Allianz for dental treatment shall be equivalent to 100 euros per insured event, and the assistance shall be limited exclusively to necessary emergency medical assistance and a single insured event in the case of insurance contracts made for a period of less than 90 days or two insured events in the case of insurance contracts made for a period longer than or equal to 90 days;
- 5) treatment expenses related to pregnancy and labour, no later however than the 32nd week of pregnancy and up to the equivalent of 1500 euros, and the assistance shall be limited exclusively to necessary emergency medical assistance and two medical visits;

- 6) treatment expenses resulting from an unexpected war or act of terror – in the event of a sudden and unexpected outbreak of hostilities or an act of terror during the Insured's stay outside the territory of the Republic of Poland, in consequence of which the Insured sustains damage to health, illness or death, Allianz shall arrange and pay the cost of the following benefits:
 - a) one medical visit,
 - b) hospitalisation up to the equivalent of 2000 euros,
 - c) medical transport of the Insured to the territory of the Insured's country of residence up to the equivalent of 2000 euros,
 - d) transport of the body to a burial ground within the territory of the Insured's country of residence up to the equivalent of 2000 euros.

2.

The following assistance services shall be covered under travel assistance insurance:

- 1) Arranging treatment within the territory of the Republic of Poland.
If Allianz arranges medical transport of the Insured to the territory of the Republic of Poland as a result of an accident outside the territory of the Republic of Poland, Allianz shall arrange and cover the cost of the following benefits within the territory of the Republic of Poland:
 - a) medical visit – Allianz shall arrange and cover the cost of up to two medical visits to a medical facility or arrange and cover the cost of a physician's travel to the Insured's place of stay and the physician's fee; as part of this benefit, Allianz shall cover the cost of up to 125 euros per accident;
 - b) nurse's visit – Allianz shall arrange and cover the cost of a nurse's travel to the Insured's place of stay and the nurse's fee; as part of the above benefit, Allianz shall cover the cost of a maximum of two visits up to the total amount of 125 euros per accident;
 - c) arranging the rental or purchase of rehabilitation equipment – if the Insured is expected, in consequence of an insured event, to use rehabilitation equipment at home as prescribed by the attending physician, Allianz shall ensure that information is provided on retail outlets or rental shops that offer rehabilitation equipment, and shall pay the cost of purchase or rental of such rehabilitation equipment; Allianz shall arrange the transport of rehabilitation equipment to the Insured's home and cover its cost up to the total amount of 50 euros per accident and shall cover the cost of purchase of rehabilitation equipment up to the total amount of 50 euros per accident.
- 2) Transport of the Insured's family members covered under the Tramp foreign travel insurance to the territory of the Republic of Poland or the Insured's country of residence in the event of the Insured's death resulting from an insured event covered under these GCI.
Allianz shall arrange transport to the territory of the Republic of Poland or to the Insured's country of residence of the Insured's family members covered under the Tramp foreign travel insurance, accompanying the Insured in travel or in stay (railway ticket, coach ticket, or economy class air ticket if travel by rail or coach takes more than 12 hours), provided that the originally planned conveyance cannot be used. Allianz shall cover the cost of transport and its arrangement up to the amount representing the cost of such transport to the territory of the Republic of Poland arranged by Allianz.
- 3) Continuation of the Insured's journey
If the health condition of the Insured participating in a package has improved, as certified by the Operation Centre physician, Allianz shall arrange transport (railway, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours) from the place of the Insured's illness to the next stage of the planned journey in order to enable the Insured to continue the travel, and shall cover the cost of such transport.

- 4) Continuation of the Insured's business travel
If the health condition of the Insured travelling on business has improved, as certified by the Operation Centre physician, Allianz shall arrange transport (railway, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours) from the place of the Insured's illness to the next point of the planned business travel in order to enable the Insured to continue the travel, and shall cover the cost of such transport
- 5) Covering the costs of stay and transport for a family member accompanying the Insured
If the Insured is hospitalised outside the territory of the Republic of Poland and the Insured's country of residence beyond the originally planned date of return to the territory of the Republic of Poland or the Insured's country of residence, and is accompanied by his/her family members covered under the Tramp foreign travel insurance, Allianz shall pay hotel costs for one family member until the Insured can be transported to the territory of the Republic of Poland or the Insured's country of residence. Such costs shall be refunded up to the equivalent of 75 euros per day, for a maximum of seven days. Allianz shall arrange transport of an accompanying family member to the territory of the Republic of Poland or the Insured's country of residence and shall cover the cost thereof. The cost of transport shall be limited to the amount representing the cost of such transport to the territory of the Republic of Poland arranged by Allianz.
- 6) Arranging and paying the cost of a close person's visit
If the Insured is hospitalised outside the territory of the Republic of Poland and the Insured's country of residence for a period of more than seven days and is not accompanied during the journey by any adult person, Allianz shall arrange and pay for transport both ways (rail, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours), for a close person named by the Insured. The cost of transport shall be limited to the amount representing the cost of such transport from and to the territory of the Republic of Poland arranged by Allianz. For such person, Allianz shall also arrange the stay and pay hotel costs up to the equivalent of 75 euros per day, for a maximum of seven days.
- 7) Custody of the Insured's juvenile children
In the case of hospitalisation of the Insured travelling with his/her juvenile child (children), who is (are) not accompanied by any adult person at the time the Insured is being hospitalised, Allianz shall arrange transport of such insured child (children) covered under the Tramp foreign travel insurance – railway, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours – to their place of residence within the territory of the Republic of Poland or the Insured's country of residence or the place of residence of the person appointed by the Insured as the child's (children's) custodian. Allianz shall cover the cost of transport and its arrangement up to the amount representing the cost of such transport to the territory of the Republic of Poland arranged by Allianz. The child (children) shall be transported under the custody of a representative of the Operation Centre.
- 8) Covering the costs of the Insured's early return to the territory of the Republic of Poland or the Insured's country of residence
If the Insured is forced to urgently return to the territory of the Republic of Poland or the Insured's country of residence earlier than planned, and the originally planned conveyance cannot be used, Allianz shall pay any additional transport expenses as may be incurred by the Insured (railway, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours). The cover shall be provided only in the event of:
 - a) sudden serious disease that necessitates immediate hospitalisation, a sudden accident resulting in immediate hospitalisation or death of a member of the Insured's family;
 - b) serious misfortune at the Insured's place of residence.The need for early return to the territory of the Republic of Poland or the

Insured's country of residence should be duly evidenced and it shall be subject to prior approval by Allianz. The cost of transport to the Insured's place of residence shall be limited to the amount representing the cost of such transport to the territory of the Republic of Poland arranged by Allianz.

9) Legal assistance expenses

If the Insured has violated the law outside the territory of the Republic of Poland or his/her country of residence, Allianz shall arrange the assistance of a lawyer and an interpreter/translator. Allianz shall cover the cost of assistance provided by a lawyer and an interpreter/translator up to the amount of 500 euros. If the cost of assistance provided by a lawyer and an interpreter/translator exceeds the equivalent of 500 euros, Allianz shall arrange assistance in the delivery of fees due to the lawyer and the interpreter/translator after a person appointed by the Insured has paid the amount determined by Allianz to a designated bank account of Allianz. Such assistance shall not be provided if the Insured's legal problem is related to his/her professional activity, the driving or keeping of a motor vehicle, a criminal attempt or the commission of a crime.

10) Bail payment assistance

If the Insured is detained by law enforcement bodies outside the territory of the Republic of Poland and his/her country of residence and bail has to be paid as security for payment of any costs of proceedings and fines that may be imposed by competent law enforcement bodies, Allianz shall act, at the Insured's request, as an intermediary in the payment of the bail amount in order to arrange for the Insured's release from jail or other form of limitation of liberty or imprisonment. Bail shall be paid by Allianz after a person designated by the Insured has paid the required amount to a designated bank account of Allianz.

No such assistance in bail payment shall be provided if the Insured is arrested on suspicion of involvement in smuggling, trading in drugs, narcotics or alcohol, or actions of a political or terrorist nature.

11) Assistance in the event of theft, loss or damage of documents issued by institutions based in the Republic of Poland or the Insured's country of residence shall include the following situations:

- a) if the Insured's payment cards or cheques issued by a bank based in the Republic of Poland or the Insured's country of residence are stolen during travel, Allianz shall provide assistance in restricting his/her personal bank account by furnishing the Insured with the correct telephone number of the bank operating the Insured's bank account within the territory of the Republic of Poland or the Insured's country of residence or reporting such theft or loss to the bank operating the Insured's bank account within the territory of the Republic of Poland or the Insured's country of residence; Allianz shall not be liable for the effectiveness or correctness of the process of preventing the occurrence or aggravation of the loss arising from the theft of payment cards or cheques;
- b) in the event of theft, loss or damage of documents needed by the Insured in travel (passport, identity card, tickets), Allianz shall provide information on the steps to be taken in order to obtain substitute documents;
- c) if the Insured's has suffered theft of payment cards or travel cheques issued by a bank based within the territory of the Republic of Poland or the Insured's country of residence or of documents needed by the Insured in travel (passport, identity card, visa, tickets), and the Insured has reported the crime at the nearest police station, which the Insured is able to prove by a relevant confirmation, Allianz shall grant the Insured a non-repayable loan up to the amount of 100 euros towards the cost involved in obtaining substitute documents.

12) Forwarding messages

If an accident sustained by the Insured, the Insured's illness, strike, flight delay or plane kidnapping delays the journey or alters the Insured's itinerary, Allianz shall, at the Insured's request, forward necessary messages to per-

sons named by the Insured and shall provide assistance in changing hotel, flight or rent-a-car bookings.

13) Mountain or sea search and rescue

Allianz shall arrange search and rescue of the Insured in the mountains or at sea by specialised rescue units and shall cover the cost of such search and rescue and the arrangement thereof.

Search shall be understood to extend over the period from the missing person notification until the Insured is found or the search is stopped. The limit of liability of Allianz shall be an amount equivalent to 5 500 euros.

Rescue is defined as the provision of emergency medical assistance, from the moment the Insured is found to his/her admission in the nearest hospital. The limit of liability of Allianz shall be an amount equivalent to 5 500 euros.

14) Pre-travel information:

Allianz shall provide telephone information to the Insured concerning:

- a) documents required to enter and stay in a given country;
- b) the most convenient transport connections;
- c) the peculiarities of the country;
- d) the firms providing car rental services in the country concerned;
- e) the scope of medical care provided by public health service in a given member state of the European Union, available to a person covered by health insurance within the territory of a European Union member state – as compared to the benefits available under the Tramp foreign travel insurance.

15) Replacement in business trip

Allianz shall cover travel expenses of an employee seconded by the Policyholder to replace the Insured if the Insured suffers sudden serious illness or an accident while travelling on business outside the Republic of Poland or the Insured's country of residence, which substantially reduce the Insured's mobility and cause the Insured's inability to work. Allianz shall arrange and cover the cost of transport (railway, coach, or economy class air ticket if travel by rail or coach takes more than 12 hours) up to the equivalent of 1 200 euros for the employee seconded by the Policyholder to replace the Insured. Allianz may also choose to accept the mode of transport arranged by the employer and its cost not greater than 1 200 euros. The legitimacy of the above guarantee shall be decided by the Operation Centre physician. This cover shall be provided only where the Insured's employer appears in the insurance contract as the Policyholder or in the case where the Tramp foreign travel insurance contract has been concluded through a corporate body partnering with Allianz under a master contract, an agreement on cooperation, a partnership agreement or an agency agreement for Tramp foreign travel insurance.

16) Covering costs resulting from departure delay

In the event of an evidenced delay of departure of a scheduled flight, train, coach or ferry during foreign travel by at least 8 hours, Allianz shall refund to the Insured, based on original bills, any costs of basic necessities (i. e. food-stuffs, meals, toiletries, etc.) purchased up to the equivalent of 60 euros. Charter flights shall be excluded from liability of Allianz.

17) Substitute driver in private travel

If the Insured's state of health, as certified in writing by the attending physician, resulting from a sudden illness or an accident sustained when travelling by motor vehicle outside the Republic of Poland or the Insured's country of residence, prevents the Insured from driving the vehicle, and if the person accompanying the Insured has no driving licence authorising the person to drive the vehicle in which the Insured is travelling, Allianz shall cover the cost of arranging for a substitute driver or other person holding a driving licence to transport the Insured together with any close persons accompanying the Insured to the territory of the Republic of Poland or the Insured's country of residence. Such costs shall be covered up to the equivalent of EUR 750.

- 18) Assistance in the event of cancellation of participation in a golf package (provided that golf gear is insured under SE insurance).

In the event of cancellation by the Insured of participation in a golf package due to a sudden serious illness or an accident that necessitates hospitalisation and prevents participation in the package, as confirmed by a relevant document issued by the attending physician and approved by the Operation Centre physician, Allianz shall cover the costs incurred to purchase participation in the package up to the equivalent of 125 euros.

- 19) Cost of returning an unused ski-pass

If a sudden illness or an accident necessitates immediate hospitalisation or substantially reduces the Insured's mobility (i. e. the ability to move around and manage unaided), which occurs during the Insured's stay outside the Republic of Poland or the Insured's country of residence, as confirmed by a relevant document issued by the attending physician and approved by the Operating Centre physician, prevents the Insured from using a ski-pass held, Allianz shall reimburse the Insured for the cost of the unused ski-pass. The refund shall be made in proportion to its unused part. Refund shall take place only in a situation where the Insured is unable to return an unused ski-pass to the seller and only where the insurance contract covers the risk of engaging in amateur skiing and variations thereof as well as snowboarding and variations thereof or engaging in competitive or professional skiing or snowboarding. The cost of an unused ski-pass shall be refunded up to the amount of 200 euros.

§ 11.

Personal Accident Insurance

1.

The insurance shall cover accidents causing permanent health damage or death of the Insured within the insurance period during the Insured's foreign travel within the territory of the states belonging to the geographical zone that has been identified in the insurance contract and within the territory of the Republic of Poland, provided that travel within the Republic of Poland is part of a foreign travel and the Insured presents Allianz with tickets (railway, air, coach, ferry) evidencing the travel or confirmation of accommodation bookings outside the Republic of Poland, a business trip document or other documents showing that the Insured has travelled abroad. Insurance cover within the territory of the Republic of Poland shall continue for not more than 24 hours before crossing the border of the Republic of Poland on the Insured's outward journey and 24 hours after crossing the border of the Republic of Poland on the Insured's return journey from abroad.

2.

If an accident results in permanent damage to the Insured's health, the Insured shall be entitled to a benefit depending on the degree (percentage) of permanent health damage, payable in the amount corresponding to the percentage of the sum insured fixed at the date of the insurance contract, representing permanent health damage suffered by the Insured, up to the maximum amount of the sum set forth in the insurance contract.

3.

The existence of permanent damage to health shall be determined by a certifying physician of Allianz, with the proviso that:

- 1) the percentage of permanent health damage shall be established on the basis of the „Accident Permanent Health Damage Percentage Assessment Table” applicable to the insurance contract concerned;
- 2) the impairment of the Insured's health after the determination of permanent health damage percentage shall not provide a basis for new determination of the degree of permanent health percentage;
- 3) the determination of the degree (percentage) of the Insured's permanent

health damage resulting from an accident may be subject to review by an authorised physician.

4.

The amount of the benefit under personal accident insurance shall be determined after the existence of causality has been ascertained between the accident and permanent damage to health or death.

5.

In determining the degree (percentage) of permanent health damage, the type of work or activities performed by the Insured shall not be taken into consideration.

6.

Where more than one physical function is impaired as a result of the accident, the degrees of permanent health damage shall be aggregated. Nevertheless, no permanent health damage in excess of 100% shall be recognised.

7.

If the injured person dies in consequence of an accident covered by these GCI within one year from the date of the accident, Allianz shall pay the Beneficiary a single benefit in the amount of the full sum insured set forth in the insurance contract, provided that no permanent health damage benefit has been paid previously. However, if a permanent health damage benefit has already been paid, the death benefit shall be reduced by the amount paid previously. If the injured person dies later than one year after the date of the accident, no causality shall be deemed to exist between the accident event and the death.

8.

If an organ or system has been lost or damaged, the functions of which were already impaired before the accident, the percentage of permanent health damage shall be determined as the difference between the post-accident condition and the condition existing immediately before the accident.

9.

If overload was one of the reasons for the occurrence of an insured event, then, in determining the degree of permanent health damage, Allianz shall perform an in-depth analysis of medical history and health of the Insured before the insured event, and shall determine a permanent health damage percentage appropriate to the state of health before the injury and to the causative factor and mechanism of the event.

10.

If the Insured has died due to causes unrelated to an accident, and the degree of permanent health damage has not been determined before, the degree of permanent health damage shall be determined by an authorised physician according to medical knowledge and based on the medical records collected.

§ 12.

Private Third-party Liability Insurance for Damage to Persons or Property

1.

The insurance covers the Insured's third-party liability in tort for damage caused to persons (TPLPER) or property (TPLPRO) in connection with the Insured's engaging in activities of private life outside the territory of the Republic of Poland and the Insured's country of residence if the Insured is required to redress such damage under the laws of the country in which the Insured is staying.

2.

The cover shall include damage caused by the Insured or by persons and animals for whom/which the Insured is responsible.

3.

Allianz shall be relieved from third-party liability in private life under this contract where such cover is provided under other obligatory third-party liability insurance contracts made for the Insured's account.

§ 13.

Baggage Insurance

1.

Allianz shall provide insurance cover for the Insured's baggage during the Insured's travel outside the territory of the Republic of Poland and his/her country of residence.

2.

The insurance shall cover things owned by the Insured, forming his/her baggage, that is only suitcases, bags, holdalls, rucksacks and similar containers together with their contents consisting of the Insured's clothes and personal belongings. The insurance shall also cover electronic equipment owned by the Insured or entrusted to the Insured by or on behalf of the Policyholder for use by the Insured in the course of his/her service duties. In a situation where electronic equipment has been entrusted to the Insured by or on behalf of the Policyholder for use by the Insured in the course of his/her service duties, insurance cover shall be provided only where the Insured's employer appears in the insurance contract as the Policyholder or in the case where the Tramp foreign travel insurance contract has been concluded through a corporate body partnering with Allianz under a master contract, a partnership agreement or a partnership agreement for Tramp foreign travel insurance. Insurance cover shall operate where the items insured remain in the Insured's direct custody or where the Insured has:

- 1) entrusted them to a common carrier based on shipping documents,
- 2) deposited them in a left-baggage office against receipt,
- 3) locked them in a locker at a station or in a hotel,
- 4) locked them in a hotel room
- 5) locked them in a caravan, baggage compartment or in a car boot (fitted with a mechanical or electronic lock).

3.

Allianz shall be liable for damage to baggage and electronic caused by:

- 1) fire, hurricane, flood, rainstorm, hail, avalanche, direct lightning stroke, earthquake, subsidence or landslide, explosion or aircraft fall, and escape of water from water or sewage facilities;
- 2) rescue action conducted in connection with the misfortunes mentioned in subparagraph 1 of this paragraph;
- 3) an accident in land, water or air transport;
- 4) evidenced burglary or robbery;
- 5) an accident or sudden illness certified by a medical diagnosis and reported to the Operation Centre, in consequence of which the Insured has become unable to protect the baggage or electronic equipment;
- 6) being lost while in custody of a common carrier under shipping documents or if deposited in a left baggage office against receipt;
- 7) damage to or destruction of suitcases, bags, holdalls and similar containers, solely in consequence of evidenced theft of their contents in part or in whole.

4.

If the delivery of insured baggage to the Insured's place of stay abroad is delayed by at least 24 hours, as duly evidenced, Allianz shall reimburse the Insured, based on original bills, for costs incurred to buy basic necessities (clothes, toiletries), up to the equivalent of 120 euros. The refund shall be made in Polish zlotys or in the currency of the Insured's country of residence against original bills and receipts in the amount equivalent to amounts in other currencies in which such basic necessities have been purchased, converted into the currency of the Insured's

country of residence at the average rate of exchange of the currency, published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of the payment decision.

§ 14.

Sports Equipment Insurance

1.

Allianz shall provide insurance cover for the Insured's sports equipment during the Insured's travel outside the territory of the Republic of Poland and the country of residence.

2.

The following sports equipment owned by the Insured shall be covered:

- 1) skis for any variation of skiing;
- 2) snowboard for any variation of snowboarding;
- 3) surfing board for any variation of surfing;
- 4) bicycle;
- 5) specialist diving equipment;
- 6) specialist golf gear including accessories and equipment;
- 7) tennis rackets for ground tennis;
- 8) specialist equipment used in mountaineering or rock climbing, including accessories and gear.

3.

The provision of cover for skis for any variation of skiing, snowboard for any variation of snowboarding, specialised diving equipment, and specialised equipment used in mountaineering or rock climbing shall be conditional upon the conclusion of a TEA insurance contract, subject to an additional premium for engaging in a particular sport on an amateur, competitive or professional basis.

4.

The property insured shall be sports equipment while in the Insured's direct custody or when the Insured has:

- 1) entrusted it to a common carrier based on shipping documents;
- 2) deposited it in a left-baggage office against receipt;
- 3) locked it in an individual locker at a station or in a hotel;
- 4) locked it in a hotel room;
- 5) locked it in a caravan, baggage compartment or in a car boot (fitted with a mechanical or electronic lock).

5.

Allianz shall be liable for damage to sports equipment caused by:

- 1) fire, hurricane, flood, rainstorm, hail, avalanche, direct lightning stroke, earthquake, subsidence or landslide, explosion or aircraft fall, and escape of water from water or sewage facilities;
- 2) rescue action conducted in connection with the misfortunes mentioned in subparagraph 1 of this paragraph;
- 3) an accident in land, water or air transport;
- 4) evidenced burglary or robbery;
- 5) an accident or sudden illness certified by a medical diagnosis and reported to the Operation Centre, in consequence of which the Insured has become unable to protect sports equipment;
- 6) being lost while in custody of a common carrier under shipping documents or if deposited in a left baggage office against receipt;
- 7) damage to or destruction of sports equipment while engaging in sports if such damage to or destruction of sports equipment results from an accident confirmed by a medical diagnosis and reported to the Operation Centre.

§ 15.

Package and Hotel Cancellation Insurance (PHCI)

1.

The insurance shall cover the costs that that would be charged to the Insured by a tour operator in the event of cancellation by the Insured – prior to the planned date of departure – of his/her participation in a previously booked foreign package and/or in the event of cancellation by the Insured of hotel accommodation before the date of commencement of stay at the hotel.

2.

The insurance shall apply to a package outside the territory of the Republic of Poland and the Insured's country of residence and/or cancellation of accommodation in a hotel situated outside the territory of the Republic of Poland and the Insured's country of residence, booked through a tour operator, travel intermediary or travel agent based in the Republic of Poland or through a branch of a foreign business operator who concludes contracts in accordance with the Polish law.

3.

The contract of package and hotel cancellation insurance may be concluded by the Policyholder not later than 168 hours from the booking of the package and/or hotel accommodation and payment of the fee in whole or in part (advance), but not later than 24 hours before the commencement of the package and/or stay at the hotel.

4.

Allianz guarantees to reimburse the Insured for any costs related to the cancellation of the Insured's participation in a foreign package and/or the Insured's hotel accommodation for the following reasons:

- 1) illness of the Insured or the Insured's family member: sudden, serious, requiring immediate hospitalisation, and with no prospects of recovery before the Insured's planned tourist trip and/or the Insured's stay at the hotel;
- 2) illness of the Insured's child: sudden, serious, requiring immediate hospitalisation and with no prospects of recovery before the Insured's planned tourist trip and/or the Insured's stay at the hotel;
- 3) complications related to pregnancy, which is not considered to be a risk pregnancy, resulting in at least one week's hospitalisation or premature labour of the Insured or the Insured's family member accompanying the Insured in travel, provided that at the time of entering into the insurance contract the Insured and/or the Insured's family member was in her 8th week of pregnancy at most; the liability of Allianz in this respect shall arise in a situation where the event causing package and/or hotel cancellation has taken place no later than the end of the 24th week of pregnancy;
- 4) a heavy accident resulting in immediate hospitalisation of the Insured or a member of the Insured's family or in substantially reduced mobility of the Insured or the Insured's family member (i. e. inability to move around and manage unaided at the time of the planned tourist trip and/or planned stay at a hotel) and with no prospects of recovery before the Insured's planned departure and/or the commencement of a planned stay at the hotel;
- 5) death of the Insured or the Insured's family member, provided that the death of the Insured's family member takes place within not more than 60 days preceding the departure for the package or the date of commencement of stay at the hotel;
- 6) serious misfortune at the place of residence of the Insured or the Insured's family member accompanying the Insured in travel, making his/her presence absolutely necessary at the time of the Insured's planned trip, which occurs within seven days before the package commencement date and/or

- the date of commencement of stay at the hotel, where the reasons necessitating his/her presence are not expected to cease before the Insured's planned departure and/or the commencement of a planned stay at the hotel;
- 7) evidenced theft of documents necessary in travel (e. g. passport, identity card, entry visa) for the Insured or the Insured's family member accompanying the Insured in travel, provided that such theft takes place within seven days before the package departure date and/or the date of commencement of stay at the hotel, and is reported to relevant authorities;
 - 8) loss, destruction or damage to property owned by the Insured or by the Insured's family member accompanying the Insured in travel, as a result of burglary or robbery, which necessitate administrative and legal measures requiring presence in the Insured's country of residence and was reported to the competent authorities, insofar as the event has taken place within 15 days immediately preceding the commencement of the package and/or the planned commencement of stay at the hotel;
 - 9) theft of a vehicle owned by the Insured, which necessitates administrative and legal measures requiring presence in the Insured's country of residence, insofar as the event has taken place within 15 days immediately preceding the commencement of the package and/or the planned commencement of stay at the hotel;
 - 10) the appointment by the employer of the date of commencement of work by the Insured, which falls during the package and/or during the stay at the hotel if the Insured was a registered unemployed and did not know the work commencement date at the time of entering into the insurance contract.

§ 16.

Package Interruption Insurance (PHCI)

1.

The insurance shall cover costs as may be incurred by the Insured in connection with the Insured's early return from a package taking place outside the territory of the Republic of Poland and the Insured's country of residence to the Insured's place of residence within the territory of the Republic of Poland or the Insured's country of residence due to serious misfortunes beyond the Insured's control.

2.

Insurance cover for package interruption may be provided only where cover is simultaneously provided for package and hotel cancellation.

3.

The contract of package interruption insurance may be concluded by the Policyholder no later than 168 hours from the booking of the package and payment of the fee in whole or in part (advance), but not later than 24 hours before the commencement of the package.

4.

The insurance shall cover the return from a package outside the territory of the Republic of Poland and the Insured's country of residence booked through a tour operator, travel intermediary or travel agent based within the territory of the Republic of Poland or through a branch of a foreign business operator who concludes contracts in accordance with the Polish law.

5.

Package interruption costs shall mean the costs of unused services under a package contract as well as additional costs related to the return to the Insured's place of residence within the territory of the Republic of Poland or the Insured's country of residence. The cost of return shall be limited to the amount representing the costs incurred by Allianz to arrange for return to the start or end point of the package within the territory of the Republic of Poland or in the Insured's country of residence.

6.

Costs related to the Insured's return to the Insured's place of residence shall be reimbursed only in the case where the cost of transport by a specific conveyance both ways is provided for in the package contract.

7.

Allianz shall arrange transport or pay the cost thereof up to the amount of the actual cost incurred by the Insured, but no more than the amount equivalent to the cost of transport that was included in the price of the package.

8.

In the case of package interruption the amount of compensation for any unused benefits shall be determined as a percentage of the price of the package less the cost of transport, representing the proportion that the number of days from the date of interruption to the last day of the package bears to the number of days of the entire holiday, as provided in the contract with the tour operator, with the proviso that the compensation amount may not be higher than the sum insured.

9.

The costs of foreign package interruption, referred to in paragraph 5 of this Section, shall be refunded on condition that the Operation Centre is immediately notified of the need and causes of early return (before the Insured starts his/her return journey at the latest) and obtains a cost reimbursement guarantee.

10.

Allianz guarantees to reimburse the Insured for any costs of package interruption for the following reasons:

- 1) a sudden and serious illness or a heavy accident suffered by the Insured or a member of the Insured's family, accompanying the Insured in journey, resulting in substantially reduced mobility, unless the Operation Centre physician, in consultation with the physician in charge of treatment abroad, have found the Insured's early return advisable, feasible and safe, or due to the Insured's death;
- 2) complications related to a pregnancy which is not considered to be a risk pregnancy, resulting in at least two weeks' hospitalisation or early labour of the Insured, provided that at the time of entering into the insurance contract the Insured was in her 8th week of pregnancy at most; the liability of Allianz in this respect shall arise in a situation where the event causing package interruption has taken place no later than the end of the 12th week of pregnancy
- 3) a heavy accident resulting in immediate hospitalisation of the Insured's family member, provided that that the heavy accident sustained by the Insured's family member has taken place during the Insured's stay on the package;
- 4) death of the Insured's family member, provided that that the death of the Insured's family member has taken place during the Insured's stay on the package;
- 5) serious misfortune at the Insured's place of residence necessitating the Insured's presence, provided that that such serious misfortune has taken place during the Insured's stay on the package;
- 6) summons by public authorities; summons by public authorities shall be defined as the Insured being unconditionally summoned to return by the authorities of the Insured's country of residence, with the exception of:
 - a) summons by military authorities;
 - b) summons issued by competent authorities in connection with an offence committed by the Insured or the suspicion of such offence;
- 7) the appointment by the employer of the date of commencement of work by Insured, which falls during the package if the Insured was a registered unem-

ployed and did not know the work commencement date at the time of entering into the insurance contract.

§ 17.

Limited Package and Hotel Cancellation Insurance

1.

The insurance shall cover the costs that would be reasonably charged to the Insured by a tour operator in the event of cancellation by the Insured – prior to the planned date of departure – of his/her participation in a previously booked package and/or in the event of cancellation by the Insured of hotel accommodation before the date of commencement of stay at the hospital.

2.

The insurance shall apply to a package outside the territory of the Republic of Poland and the Insured's country of residence and/or cancellation of accommodation in a hotel situated outside the territory of the Republic of Poland and the Insured's country of residence, booked through a tour operator, travel intermediary or travel agent based in the Republic of Poland or through a branch of a foreign business operator who concludes contracts in accordance with the Polish law.

3.

The contract of limited package and hotel cancellation insurance may be concluded by the Policyholder not later than 168 hours from the booking of the package and/or hotel accommodation, and payment of the fee in whole or in part (advance), but not later than 24 hours before the commencement of the package and/or stay at the hotel.

4.

Allianz guarantees to reimburse the Insured for any costs related to the cancellation of the Insured's participation in a foreign package and/or the Insured's hotel accommodation for the following reasons:

- 1) illness of the Insured or the Insured's family member: sudden, serious, requiring immediate hospitalisation, and with no prospects of recovery before the Insured's planned tourist trip and/or the Insured's stay at the hotel;
- 2) a heavy accident resulting in immediate hospitalisation of the Insured or a member of the Insured's family or in substantially reduced mobility of the Insured (i. e. inability to move around and manage unaided at the time of the planned tourist trip and or planned stay at a hotel) and with no prospects of recovery before the Insured's planned departure and/or the commencement of a planned stay at the hotel;
- 3) complications related to pregnancy, which is not considered to be a risk pregnancy, resulting in at least one week's hospitalisation or premature labour of the Insured, provided that at the time of entering into the insurance contract the Insured was in her 8th week of pregnancy at most; the liability of Allianz in this respect shall arise in a situation where the event causing package and/or hotel cancellation has taken place no later than the end of the 12th week of pregnancy;
- 4) death of the Insured or the Insured's family member, provided that the death of the Insured's family member takes place within not more than 30 days preceding the departure for the package or the date of commencement of stay at the hotel;
- 5) serious misfortune at the place of residence of the Insured, making his/her presence absolutely necessary at the time of the Insured's planned trip, which occurs within seven days before the package commencement date and/or the date of commencement of stay at the hotel, where the reasons necessitating his/her presence are not expected to cease before the Insured's planned departure and/or the commencement of a planned stay at the hotel;

- 6) evidenced theft of documents necessary in travel (e.g. passport, identity card, entry visa) for the Insured, provided that such theft takes place within seven days before the package departure date and/or the date of commencement of stay at the hotel, and is reported to relevant authorities;
- 7) the appointment by the employer of the date of commencement of work by the Insured, which falls during the package and/or during the stay of the hotel if the Insured was a registered unemployed and did not know the work commencement date at the time of entering into the insurance contract.

§ 18.

Ticket Cancellation Insurance (T/W)

1.

The insurance shall cover the costs that the tour operator would have reasonably charged to the Insured for the cancellation by the Insured of his/her ticket before the commencement of travel at the departure date shown on the ticket. In the case of air tickets for flights with intermediate landing outside the Republic of Poland and the Insured's country of residence, the liability of Allianz shall also cover the period between the conclusion of the insurance contract and the time of the second departure shown on the air ticket, provided that the second departure takes place no later than 24 hours after the date and time of the first departure shown on the air ticket.

2.

The insurance shall concern air, coach, ferry or rail tickets for all international routes, purchased through a tour operator, travel intermediary, travel agent or carrier based within the territory of the Republic of Poland or through a branch of a foreign business operator who concludes contracts in accordance with the Polish law.

3.

In the event of flight delay resulting in the Insured arriving late for the second leg of the flight according to the flight schedule, Allianz shall reimburse the Insured, on the basis of original bills, for the costs incurred to purchase basic necessities (i.e. foodstuffs, meals, toiletries, etc.) purchased up to the equivalent of 100 euros. The scope described in this paragraph shall not apply to delays in departures from airports situated within the territory of the Republic of Poland and the Insured's country of residence.

4.

The ticket cancellation insurance may be concluded by the Policyholder no later than 168 hours from the issue of the ticket and payment of the fare in whole or in part, but not later than 24 hours before the departure.

5.

Allianz guarantees to reimburse the Insured for any costs related to ticket cancellation for the following reasons:

- 1) illness of the Insured or a member of the Insured's family: sudden, serious, requiring immediate hospitalisation and with no prospects of recovery before the Insured's planned departure;
- 2) illness of the Insured's child: sudden, serious, requiring immediate hospitalisation and with no prospects of recovery before the Insured's planned departure;
- 3) a heavy accident resulting in immediate hospitalisation or death of the Insured or a member of the Insured's family or in substantially reduced mobility of the Insured for a period beyond the planned time of departure;
- 4) complications related to pregnancy, which is not considered to be a risk pregnancy, resulting in at least two week's hospitalisation or premature labour of the Insured, provided that at the time of entering into the insurance contract the Insured was in her 8th week of pregnancy at most; the lia-

bility of Allianz in this respect shall arise in a situation where the event causing the ticket waiver has taken place no later than the end of the 12th week of pregnancy

- 5) death of the Insured or the Insured's family member, provided that the death of the Insured's family member takes place within not more than 60 days preceding the date of departure;
- 6) serious misfortune at the place of residence, making the Insured's presence at the place of residence absolutely necessary, which occurs within seven days before the departure date, where the reasons necessitating his/her presence are not expected to cease before the planned date of departure;
- 7) evidenced theft of documents necessary in travel, e. g. passport, identity card, entry visa, provided that such theft takes place within seven days before the date of departure and is reported to relevant authorities.

EXCLUSIONS OF LIABILITY

§ 19.

General Grounds for Refusal or Reduction of Benefit

1.

Allianz shall not be liable for any events that have taken place:

- 1) before the conclusion of the insurance contract;
- 2) within the territory of the Republic of Poland and the country of residence of the Insured, subject to § 11 paragraph 1 hereof.

Moreover, Allianz shall not be liable for any complications, aggravations and consequences of the events mentioned in subparagraphs 1 and 2.

2.

Allianz shall not be liable in the situations specified in these GCI, in particular those involving a breach by the Policyholder or the Insured of obligations related to the conclusion and performance of the insurance contract and the occurrence of damage, and in the special cases described in § 20-28 hereof.

3.

Allianz shall not be liable in the event of breach of the obligation to return to the territory of the Republic of Poland or to the country of residence of the Insured at intervals no longer than those set forth in these GCI in the case of an insurance contract under Option III.

4.

If the Insured waives, without consent from Allianz, the right to pursue a claim in whole or in part against a person liable for damage, or the right to secure a claim, Allianz may refuse to pay the benefit (compensation) or reduce it accordingly.

5.

Misrepresentation by the Insured of the circumstances or consequences of an event covered or intentional failure to provide explanations may result in the forfeiture of the right to use the services ensured by Allianz or the reduction of compensation (benefit) if the Insured's conduct has contributed to the aggravation of damage.

6.

Irrespective of the general grounds for the exclusion or limitation of the liability of Allianz under this Section with regard to the different risks covered, the provisions of § 20-28 hereof shall apply as appropriate.

§ 20.

Treatment Expenses and Travel Assistance Insurance

The scope of cover shall not include the cost of:

- 1) treatment – in excess of the scope necessary to recover health condition that enables the Insured to return to the territory of the Republic of Poland or the Insured's country of residence;
- 2) treatment – where contraindications for a surgery or treatment in a hospital or outpatient setting existed before departure abroad;
- 3) continuation of treatment of illnesses or consequences of accidents that occurred prior to entering into the insurance contract or during the term of a previous insurance contract;
- 4) continuation of treatment of illnesses or consequences of accidents that occurred prior to the Insured's return to the country of residence or to the territory of the Republic of Poland, in the case of insurance under Option III.

2.

Moreover, the scope of cover shall not include the cost of treatment, medical transport and other services resulting from or consequent upon:

- 1) treatment not related to a sudden illness or an accident;
- 2) chronic diseases;
- 3) aggravation or consequences of chronic diseases, unless an additional premium has been paid;
- 4) mental diseases, neurosis or depression, even if resulting from an accident;
- 5) diseases for which medical contraindications to travel existed;
- 6) diseases which involved hospitalisation of the Insured during the last 12 months before entering into the insurance contract, subject to subparagraph 3 of this paragraph;
- 7) sanatorium treatment, physiotherapy, heliotherapy, procedures performed for aesthetic reasons;
- 8) sexually transmitted diseases, AIDS and HIV infection;
- 9) failure to undergo vaccination or other preventive procedures necessary before travelling to the countries where the above procedures are required;
- 10) costs of contraceptives;
- 11) alcoholism or events related directly to the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 12) accidents caused intentionally by the Insured, self-inflicted injury, attempted suicide and consequences of suicide committed while sane or insane;
- 13) epidemics and contamination;
- 14) radioactive and ionising radiation;
- 15) any events in areas affected by riots or social unrest, acts of sabotage or assaults;
- 16) any events occurring in areas affected by local or international hostilities or acts of terror, subject to the unexpected war clause;
- 17) active involvement in any events occurring in areas affected by local and international hostilities and acts of terror;
- 18) passive involvement in any events occurring in areas affected by local or international hostilities and acts of terror, unless an additional premium has been paid;
- 19) events resulting from the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;
- 20) the involvement in fights, except when acting in necessary defence or in a state of necessity;
- 21) treatment by a physician being the Insured's family member;
- 22) any kind of diagnostics and treatment other than provided as part of necessary emergency medical assistance;

- 23) vaccinations and dental treatment that do not involve necessary immediate medical assistance;
- 24) repair and purchase of prosthetic appliances (including dentures), spectacles and other rehabilitation equipment;
- 25) accidents resulting from engaging in competitive or professional sports, unless an additional premium has been paid;
- 26) accidents resulting from engaging in amateur skiing and variations thereof, except heliskiing, snowboarding and variations thereof, and except heli-boarding, unless an additional premium has been paid;
- 27) accidents resulting from engaging in amateur high-risk sports, unless an additional premium has been paid;
- 28) engaging in sports in places not intended for the purpose owing to threat to the safety and health of the Insured or any third parties;
- 29) procedures or treatment not recognised scientifically and medically;
- 30) accidents while performing manual work, unless an additional premium has been paid;
- 31) accidents while performing increased-risk manual work, unless an additional premium has been paid;
- 32) accidents while performing high-risk manual work, unless an additional premium has been paid;
- 33) failure to respect generally recognised safety rules, also when engaging in any sports;
- 34) participating in exercises carried out under the control of military authorities;
- 35) the Insured's failure to follow the advice of the attending physician and the Operation Centre physician;
- 36) mental disorders or distortion of consciousness;
- 37) mental diseases, traumatic encephalopathy, neuroses, discopathy, abdominal and inguinal hernia, even if resulting from an accident, as well as consequences of accidents in the form of mental diseases, traumatic encephalopathy, neuroses.

§ 21.

Personal Accident Insurance

The scope of cover shall not include the following consequences of accidents:

- 1) caused intentionally by the Insured, self-inflicted injury or injury inflicted at the Insured's request, attempted suicide and consequences of suicide committed while sane or insane;
- 2) resulting directly or indirectly from the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 3) sustained when the Insured was driving a vehicle without being licensed to do so or driving a vehicle that has not been declared roadworthy;
- 4) resulting from submission to conservative or operative treatment, unless the medical advice to perform such treatment is directly related to consequences of an accident;
- 5) occurring in areas affected by riots and social unrest, acts of sabotage and assaults;
- 6) occurring in areas affected by local or international hostilities or acts of terror, subject to the unexpected war clause;
- 7) resulting from active involvement in any events occurring in areas affected by local or international hostilities or acts of terror;
- 8) resulting from passive involvement in any events occurring in areas affected by local or international hostilities or acts of terror, unless an additional premium has been paid;
- 9) resulting from the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;

- 10) resulting from engaging in competitive or professional sports, unless an additional premium has been paid;
- 11) resulting from engaging in amateur skiing and variations thereof, except heliskiing, snowboarding and variations thereof, and except heliboarding, unless an additional premium has been paid;
- 12) resulting from engaging in high-risk amateur sports, unless an additional premium has been paid;
- 13) resulting from engaging in sports in places not intended for the purpose owing to threat to the safety and health of the Insured or any third parties;
- 14) resulting from procedures or treatment not recognised scientifically and medically;
- 15) resulting from accidents while performing manual work, unless an additional premium has been paid;
- 16) resulting from accidents while performing increased-risk manual work, unless an additional premium has been paid;
- 17) resulting from accidents while performing high-risk manual work, unless an additional premium has been paid;
- 18) resulting from failure to respect generally recognised safety rules, also when engaging in any sports;
- 19) resulting from mental disorders or distortion of consciousness;
- 20) resulting from any somatic diseases (e. g. myocardial infarction, cerebral stroke);
- 21) resulting from accidents caused directly or indirectly by nuclear energy, radioactive and ionising radiation, magnetic fields, if harmful to human beings, except where used for therapeutic purposes in accordance with medical advice;
- 22) resulting from poisoning with solid or liquid substances that have entered the body through the respiratory or alimentary tracts, or through the skin;
- 23) resulting from participation in exercises carried out under the control of military authorities;
- 24) resulting from epidemics and contamination;
- 25) resulting from any pathological conditions, including mental diseases;
- 26) being the consequences of accidents in the form of mental diseases, traumatic encephalopathy or neuroses;
- 27) resulting from chronic diseases, their aggravations or complications.

§ 22.

Private Third-party Liability Insurance for Damage to Persons or Property

The scope of cover shall not include any damage:

- 1) caused intentionally by the Insured or with the Insured's involvement;
- 2) being the consequence of liability in contract (for non-performance or improper performance of an obligation);
- 3) caused by the Insured to his/her family members;
- 4) to the natural environmental;
- 5) caused by any vehicle, including a power-driven aircraft or watercraft operated by the Insured or a vehicle owned by the Insured;
- 6) resulting from engaging in sports for which no additional premium has been paid (this shall not apply to air sports, which are excluded from liability even if an additional premium has been paid);
- 7) resulting from wild game hunting;
- 8) caused by accidents in territories affected by local or international hostilities;
- 9) caused by accidents resulting from the involvement in fights;
- 10) resulting from the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;
- 11) caused by accidents resulting from the Insured's involvement in acts of terror, riots, commotions or strikes,

- 12) caused by the Insured to animals for which the Insured is responsible;
- 13) caused by the Insured to things owned, rented (which shall not apply to a rented hotel room) or taken for use by the Insured or entrusted to the Insured;
- 14) caused by the Insured to coins, banknotes, securities, files, documents or data sets – irrespective of the type of medium;
- 15) incurred when carrying out activities not related to private life, irrespective of whether a higher premium has been paid, taking into account the risk involved in mental, manual, increased-risk manual and high-risk manual work; activities related to private life shall also be deemed to include sports activities during events organised by the employer;
- 16) resulting from engaging in competitive or professional sports, unless an additional premium has been paid;
- 17) resulting from engaging in amateur skiing and variations thereof, except heliskiing, snowboarding and variations thereof, and except heliboarding, unless an additional premium has been paid;
- 18) resulting from engaging in high-risk amateur sports, unless an additional premium has been paid;
- 19) resulting from engaging in sports in places not intended for the purpose owing to threat to the safety and health of the Insured or any third parties;
- 20) resulting from failure to respect generally recognised safety rules, also when engaging in any sports;
- 21) caused by the Insured due to mental diseases, neurosis or depression;
- 22) caused by the Insured due to alcoholism or the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 23) caused by failure to undergo vaccination or other preventive procedures necessary before travelling to countries where the above procedures are required.

2.

The scope of insurance cover provided shall not include any penalty tickets and any fines imposed under sanctions other than direct compensation for bodily injury or financial loss.

§ 23.

Baggage Insurance

1.

The scope of cover shall not include:

- 1) any loss or missing, damage or destruction:
 - a) caused by the Insured, a person for whom the Insured is liable or by a member of the Insured's family;
 - b) incurred during events in territories affected by local or international hostilities, riots, social unrest, sabotage or assaults;
 - c) incurred during events in territories affected by acts of terror;
 - d) being a consequence of radioactive and ionising radiation;
 - e) sustained during the Insured's relocation;
 - f) of items left unattended, subject to § 13 paragraph 3 (5) hereof;
 - g) resulting from confiscation, detention or destruction of baggage or electronic equipment by the customs or by other representatives of governmental agencies;
- 2) additionally, any damage or destruction:
 - a) resulting from a defect of insured property or its normal wear and tear, the spillage of liquids, fats, dyes or caustic substances contained in insured baggage;
 - b) of fragile items – in particular clay products or glass, porcelain and marble items;

- c) of suitcases, bags, holdalls, rucksacks and similar containers, subject to § 13 paragraph 3 (7) hereof;
- 3) the following items:
 - a) any documents, keys, money, tickets, goods vouchers, savings books and securities;
 - b) any kind of sports and tourist equipment (except tents, sleeping bags, carrimats, mattresses);
 - c) any conveyances, except prams, pushchairs and wheelchairs;
 - d) automotive accessories, fixtures and fittings for caravan vehicles and trailers, yachts and their appurtenances;
 - e) equipment and items of a professional nature, i. e. any items and tools intended for use at work, except electronic equipment;
 - f) fixed electronic equipment;
 - g) software, cassettes, discs, data media, video games and accessories, books;
 - h) works of art, antiques, arms, jewellery, watches, items made from precious metals and stones;
 - i) foodstuffs;
 - j) migrants' property;
 - k) motor fuel;
 - l) stimulants of all kinds, e. g. cigarettes and alcohol;
 - m) items in quantities indicative of their commercial use.

§ 24.

Sports Equipment Insurance

1.

The insurance shall not cover:

- 1) any loss, missing, damage or destruction of sports equipment:
 - a) caused by the Insured, a person for whom the Insured is liable or by the Insured's family member, subject to § 14 paragraph 5 (7) hereof;
 - b) resulting from engaging in sports in places where this is not permitted;
 - c) caused by the use of sports equipment contrary to its intended use;
 - d) incurred during events in territories affected by local or international hostilities, riots, social unrest, sabotage and assaults;
 - e) incurred during events in areas affected by acts of terror;
 - f) being a consequence of radioactive and ionising radiation;
 - g) sustained during the Insured's relocation;
 - h) sports equipment left unattended, subject to § 14 paragraph 5 (5) hereof;
 - i) sports equipment kept in an insecure environment;
 - j) destruction resulting from the use of sports equipment, subject to § 14 paragraph 5 (7) hereof;
 - k) resulting from confiscation, detention or destruction of sports equipment by the customs or by other government agencies;
- 2) sports equipment rented, lent or entrusted to the Insured;
- 3) any damage to or destruction of resulting from a defect of the insured sports equipment or from its normal wear and tear or the spilling of liquids, fats, dyes or caustic substances over such equipment.

§ 25.

Package and Hotel Cancellation Insurance (PHCI)

The scope of cover shall not include the cancellation of a package and cancellation of hotel accommodation for any of the following reasons:

- 1) where medical contraindications to travel existed or there were indications for surgery or treatment in a hospital setting before entering into the package contract and/or booking hotel accommodation;
- 2) consequences, complications or aggravations of pathological conditions that existed prior to entering into the insurance contract;

- 3) chronic diseases, their aggravations and complications;
- 4) mental diseases, neuroses or depressions;
- 5) sexually transmitted diseases, AIDS and HIV infection;
- 6) failure to undergo vaccination or other preventive procedures necessary before travelling to countries where the above procedures are required;
- 7) alcoholism or events related directly to the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 8) accidents caused intentionally by the Insured, self-inflicted injury, attempted suicide and consequences of suicide committed while sane or insane;
- 9) epidemics, contamination or natural disasters;
- 10) radioactive and ionising radiation;
- 11) local or international hostilities, riots, social unrest, sabotage or assaults;
- 12) acts of terror;
- 13) accidents resulting from the involvement in fights, except when acting in necessary defence or in a state of necessity;
- 14) the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;
- 15) the Insured being recalled from leave by the employer, change of leave dates by the Insured or by the employer, or the employer's refusal to grant a leave.

§ 26.

Package Interruption Insurance (PHCI)

The scope of cover shall not include package interruption for any of the following reasons:

- 1) where medical contraindications to participation in a package existed or there were indications for surgery or treatment in a hospital setting before entering into the travel package contract;
- 2) consequences, complications or aggravations of pathological conditions that existed prior to entering into the insurance contract;
- 3) chronic diseases, their aggravations or complications;
- 4) mental diseases, neuroses or depressions;
- 5) sexually transmitted diseases, AIDS and HIV infection;
- 6) failure to undergo vaccination or other preventive procedures necessary before travelling to countries where the above procedures are required;
- 7) alcoholism or events related directly to the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 8) accidents caused intentionally by the Insured, self-inflicted injury, attempted suicide and consequences of suicide committed while sane or insane;
- 9) epidemics, contamination or natural disasters;
- 10) radioactive and ionising radiation;
- 11) local or international hostilities, riots, social unrest, sabotage or assaults,
- 12) acts of terror;
- 13) accidents resulting from the involvement in fights, except when acting in necessary defence or in a state of necessity;
- 14) the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;
- 15) the Insured being recalled from leave by the employer.

§ 27.

Limited Package and Hotel Cancellation Insurance (LPHC)

The scope of cover shall not include package cancellation and cancellation of hotel accommodation for any of the following reasons:

- 1) where medical contraindications to travel existed or there were indications for surgery or treatment in a hospital setting before entering into the package contract and/or booking hotel accommodation;
- 2) consequences, complications or aggravations of pathological conditions that existed prior to entering into the insurance contract;
- 3) chronic diseases, their aggravations or complications;
- 4) mental diseases, neuroses, depressions;
- 5) sexually transmitted diseases, AIDS and HIV infection;
- 6) failure to undergo vaccination or other preventive procedures necessary before travelling to countries where the above procedures are required;
- 7) alcoholism or events related directly to the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 8) accidents caused intentionally by the Insured, self-inflicted injury, attempted suicide and consequences of suicide committed while sane or insane;
- 9) epidemics, contamination and natural disasters;
- 10) radioactive and ionising radiation;
- 11) local or international hostilities, riots, social unrest, sabotage or assaults,
- 12) acts of terror;
- 13) accidents resulting from the involvement in fights, except when acting in necessary defence and in a state of necessity;
- 14) the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence or misdemeanour;
- 15) the Insured being recalled from leave by the employer, change of leave dates by the Insured or by the employer, or the employer's refusal to grant a leave.

§ 28.

Ticket Cancellation Insurance (T/W)

1.

The scope of cover shall not include ticket cancellation for any of the following reasons:

- 1) where medical contraindications to travel existed or there were indications for surgery or treatment in a hospital setting prior to purchasing the ticket;
- 2) consequences, complications or aggravations of pathological conditions that existed prior to entering into the insurance contract;
- 3) chronic diseases, their aggravations or complications;
- 4) mental diseases, neuroses or depressions;
- 5) sexually transmitted diseases, AIDS and HIV infection;
- 6) failure to undergo vaccination or other preventive procedures necessary before travelling to countries where the above procedures are required;
- 7) alcoholism or events related directly to the Insured acting under the influence of alcohol, narcotics or other toxic substances having a similar effect, medications not prescribed by a physician or used contrary to the physician's advice or contrary to the indications for the use thereof;
- 8) accidents caused intentionally by the Insured, self-inflicted injury, attempted suicide and consequences of suicide committed while sane or insane;
- 9) epidemics, contamination and natural disasters;
- 10) radioactive and ionising radiation.;
- 11) local or international hostilities, riots and social unrest, and sabotage, and assaults,
- 12) acts of terror;
- 13) accidents resulting from the involvement in fights, except when acting in necessary defence or in a state of necessity;
- 14) damage resulting from the commitment or attempted commitment by the Insured of an act meeting the statutory definition of intentional offence;
- 15) the Insured being recalled from leave by the employer, change of leave dates by the Insured or by the employer, or the employer's refusal to grant a leave.

2.

The scope of cover shall not include the cost of cancellation of:

- 1) air tickets for charter flights;
- 2) season tickets for multiple journey/flights/passages by a particular type of conveyance;
- 3) tickets that do not specify clearly the date and time of departure and end of journey.

CLAIM PROCEDURE

§ 29.

Treatment Expenses and Travel Assistance Insurance

1.

Upon the occurrence of an event covered by the insurance contract, the Insured or a person acting on Insured's behalf shall be required:

- 1) in a situation where it is necessary to use medical assistance, transport or other assistance services covered by the insurance and pay the costs thereof, to immediately call the Operation Centre for assistance by telephone or by fax prior to taking any measures of his/her own accord;
- 2) the Insured or a person contacting the Operation Centre on the Insured's behalf should clearly explain to the Operation Centre staff on duty the current circumstances of the Insured and what assistance they need, and provide the Operating Centre physicians with access to all medical information; refusal to provide access to all medical information allowed by Polish law as required by the Operation Centre shall operate as relieving Allianz from any liability in the case concerned;
- 3) follow the advice of the Operation Centre, providing information and necessary powers of attorney;
- 4) enable the Operation Centre to take measures necessary to determine the circumstances of the damage, legitimacy and amount of the claim and provide necessary assistance and explanations to this end.

2.

If the Insured or a person acting on the Insured's behalf has failed, for reasons beyond their control, to contact the Operation Centre for a guarantee of payment or reimbursement of costs, they shall be required to notify the Operation Centre, within 5 days from the date of the event, of the costs incurred and furnish documents confirming the legitimacy of claims.

3.

Upon the expiry of the time limit mentioned in paragraph 2, Allianz shall have the right to reduce the benefit if the breach of the above obligation has contributed to the aggravation of damage or prevented the determination of circumstances and consequences of an accident, unless the Insured or a person acting on the Insured's behalf have failed to contact the Operation Centre due to serious misfortune or an event of Force Majeure (duly evidenced by the Insured).

4.

If the Insured or a person acting on the Insured's behalf has failed to request the payment or reimbursement of costs due to serious misfortune or Force Majeure, or has obtained the Operation Centre's consent to the reimbursement of the costs after return to the Insured's country of residence, they shall be required to report the use of the guarantees laid down in the insurance contract directly to the Operation Centre within 7 days from the last day of the insurance period and submit the documentation in hand confirming the legitimacy and amount of claims, including:

- 1) completed claim document;
- 2) document containing a medical diagnosis;

- 3) document stating the causes and scope of the medical assistance provided or concerning other expenses falling within the scope of cover;
- 4) original bills and related original receipts;
- 5) OHS report if the accident is classified as an accident at work;
- 6) police report from the scene, if any;
- 7) judgment terminating criminal or misdemeanour proceedings if such proceedings were conducted in the case concerned, as well as other documents in hand on pending proceedings, which may confirm the legitimacy or value of claim;
- 8) other documents necessary to consider the claims in a fair manner and to determine the obligations of Allianz under the insurance contract, as specified by the Operation Centre, in particular, medical records to the extent necessary to examine the claim, subject to § 39 paragraph 9 hereof.

§ 30.

Personal Accident Insurance

1.

After the occurrence of an accident, the Insured shall be required to immediately submit to medical care and take measures to mitigate the consequences of the accident by following medical advice.

2.

Should the Insured waive further post-accident medical treatment explicitly prescribed by a physician or physicians, the degree of permanent damage to health shall be determined on the basis of the condition that, to the best knowledge of the certifying physician, could be determined after the completion of the prescribed treatment.

3.

A breach of the obligations laid down in paragraphs 1 or 2 may result in an appropriate reduction or refusal of the benefit.

4.

The Insured shall be required to submit a claim for payment of the benefit in respect of permanent damage to health immediately after the occurrence of the insured event, and file the relevant documents, including in particular:

- 1) completed claim report form;
- 2) description of the circumstances of the accident;
- 3) OHS report – if the accident is classified as an accident at work;
- 4) a document confirming the Insured's identity;
- 5) certificate of completion of treatment and rehabilitation;
- 6) police report if the police were notified;
- 7) judgment terminating criminal or misdemeanour proceedings if such proceedings were conducted in the case concerned, as well as other documents in hand on pending proceedings, which may confirm the legitimacy or value of claim;
- 8) medical records of treatment and rehabilitation.

5.

Payment by Allianz of a benefit for the Insured's accidental death shall be based on the submission of relevant documents, in particular:

- 1) completed claim report form;
- 2) death certificate;
- 3) documents stating the cause of death and the occurrence of the event;
- 4) description of the circumstances of the accident;
- 5) police report if the police were notified;
- 6) OHS report – if the accident is classified as an accident at work;
- 7) a document confirming the Insured's identity;
- 8) medical treatment records;

- 9) judgment terminating criminal or misdemeanour proceedings if such proceedings were conducted in the case concerned, as well as other documents in hand on pending proceedings, which may confirm the legitimacy or value of claim.

6.

Payment of benefits by Allianz shall be based on the submission of the original documents required or copies thereof certified to be true copies unless original documents are referred to in the paragraphs below. Document copies may be certified to be true copies by any of the following persons:

- 1) an employee of the institution issuing the document concerned;
- 2) a notary;
- 3) authorised persons named by Allianz.

7.

The Insured shall be required to notify Allianz about completion of treatment and rehabilitation. Upon completion of treatment and rehabilitation, Allianz shall refer the Insured to its medical board appointed within the territory of the Republic of Poland, who shall assess the percentage of permanent damage to health. The injured person shall be required to submit to the medical board all medical records in his/her possession.

8.

If the Insured fails to appear three times, without giving a good reason for such failure, for a consultation arranged in order to determine the degree of permanent damage to health, despite having been notified three times in writing at the last address given by the Policyholder (Insured), Allianz reserves the right to refuse to pay the indisputable part of the benefit based on the records furnished.

9.

Allianz shall reimburse the Insured for any public transport expenses incurred within the territory of the Republic of Poland, from the Insured's place of residence to the offices of certifying physicians of Allianz as indicated by Allianz, based on a document showing the means of conveyance and the amount of expenses incurred (e. g. municipal transport ticket, second-class railway ticket). The cost of travel by means other than public transport shall be refundable only subject to prior approval and confirmation in writing by Allianz of the legitimacy of such choice. The above approval may only be given before the appointed date of the certification examination.

10.

The degree of permanent health damage suffered by the Insured shall be determined finally by an authorised physician immediately after completion of treatment and rehabilitation, but not later than 24 months from the date of accident.

11.

Allianz reserves the right to arrange for any kind of medical expert opinions to the extent permitted by law with a view to determining the degree of permanent health damage.

12.

The part of the benefit that is expected, based on medical knowledge, to represent the same percentage of permanent health damage after 12 months from the date of its determination shall be considered indisputable by Allianz.

13.

The indisputable part of the benefit shall be determined on the basis of medical records on completed treatment and rehabilitation.

14.

The person entitled to collect the benefit in respect of the Insured's death shall be the Beneficiary. If no Beneficiary is appointed or if the Beneficiary is deceased at the date of the Insured's death or if the Beneficiary has lost his/her entitlement to the benefit, the benefit shall be available to the members of the Insured's family in the following order of priority:

- 1) the spouse;
- 2) children in equal parts (in the absence of spouse);
- 3) parents in equal parts (in the absence of children and spouse);
- 4) siblings in equal parts (in the absence of parents, children and spouse);
- 5) other legal heirs (in the absence of any of the above).

15.

The benefit shall not be available to a person who has caused the Insured's death by deliberate criminal act.

§ 31.

Private Third-party Liability Insurance for Damage to Persons or Property

1.

The Insured may not accept any compromise concerning his/her liability for damage without consent from Allianz.

2.

Allianz shall not be bound by the admission of any claims from injured persons or any other commitment made by the Policyholder or on his/her behalf without written consent from Allianz.

3.

The Insured shall be required to notify the Operation Centre of an event giving rise to a claim by telephone or in writing within 5 days from the date of the event. Upon the expiry of the time limit, Allianz shall have the right to reduce the benefit if breach of the above obligation has contributed to the aggravation of the loss or prevented the determination of the circumstances and consequences of the accident, unless the giving of notice to the Operation Centre was impossible owing to the occurrence of serious misfortunes or an event of Force Majeure (duly evidenced by the Policyholder).

4.

If action has been taken against the Insured, the Insured shall be required to grant a power of attorney to persons appointed by the Operation Centre to conduct a civil case or a criminal case in defence of civil-law rights.

5.

The Insured shall be required to immediately deliver to the Operation Centre any summons, service of process, out-of-court files and court documents addressed or delivered to the Insured

6.

The injured person shall be required to submit to the Operation Centre original documents confirming the occurrence of the event concerned.

7.

A flat deductible of 150 euros shall apply to each TPLPER or TPLPRO claim.

§ 32.

Baggage Insurance

1.

In the event of damage the Insured shall be required to do the following:

- 1) in the event of theft: immediately report the offence to the nearest police station;
- 2) in the event of loss or total or partial destruction: obtain written confirmation of the damage from relevant authorities or from a person or entity responsible for the storage or transport of baggage or electronic equipment.

2.

In any of the situations mentioned in paragraph 1 of this Section the Insured shall be required to:

- 1) notify the claim by telephone to the Operation Centre within five days of its occurrence (48 hours for theft) unless claim notification within the required time limit is impossible owing to the occurrence of serious misfortune or an event of Force Majeure (duly evidenced by the Policyholder). Claim notification should contain the date, place, circumstances and description of the damage and measures taken by the Insured after the occurrence of the event;
- 2) attach full documentation to the claim notification, as necessary to determine the legitimacy of the Insured's claim:
 - a) completed claim report form;
 - b) list of destroyed, stolen, lost or damaged items, including the date and place of purchase, and purchase value, drawn up by the Insured and certified by relevant authorities or a person or entity responsible for the storage or transport of baggage or electronic equipment;
 - c) confirmation of the submission of a complaint to relevant authorities;
 - d) confirmation of damage or loss of baggage or electronic equipment – a report;
 - e) in the case of damage of loss of baggage or electronic equipment by a person or entity responsible for the storage or transport of baggage or electronic equipment – original tickets and baggage receipts;
 - f) for destroyed, stolen, lost or damaged items with a value higher than 50 euros – original proof of their purchase;
 - g) for destroyed, stolen, lost or damaged items purchased during travel – original proof of their purchase;
 - h) for destroyed, stolen, lost or damaged items not owned by the Insured and kept under the Insured's direct care and control – a document confirming the placement of items under the Insured's direct care or control;
 - i) original bills for the purchase of necessary new items;
 - j) original bills for the repair of damaged items.

3.

In assessing the amount of compensation, Allianz shall use market prices of goods, applicable at the date of compensation assessment, making allowance for depreciation. In the case of partial destruction of baggage or electronic equipment, a flat deductible shall be applied in the amount of 25 euros. In the case of destruction, theft, loss or damage of electronic equipment with a value higher than 250 euros, a flat deductible shall apply in the amount of 10% of the value of electronic equipment.

4.

The amount of compensation paid may not exceed the value of the loss actually incurred or include any damage sustained previously, allowing for normal (natural) wear and tear.

§ 33.

Sports Equipment Insurance

1.

In the event of damage the Insured shall be required to do the following:

- 1) in the event of theft: immediately report the offence to the nearest police station,
- 2) in the event of loss or total or partial destruction: obtain written confirmation of the damage from relevant authorities or from a person or entity responsible for the storage or transport of the sports equipment.

2.

In any of the situations mentioned in paragraph 1 of this Section the Insured shall be required to:

- 1) notify the claim by telephone to the Operation Centre within 5 days of its occurrence (48 hours for theft) unless claim notification within the required time limit is impossible owing to the occurrence of serious misfortune or an event of Force Majeure (duly evidenced by the Insured). Claim notification should contain the date, place, circumstances and description of the damage and measures taken by the Insured after the occurrence of the event.
- 2) attach full documentation to the claim notification, as necessary to determine the legitimacy of the Insured's claim:
 - a) completed claim report form;
 - b) list of destroyed or stolen sports equipment, drawn up by the Insured and certified by relevant authorities or by a person or entity responsible for the storage or transport of sports equipment;
 - c) confirmation of the submission of a complaint to relevant authorities;
 - d) confirmation of damage to or loss of sports equipment;
 - e) original bills for any repair to damaged new sports equipment;
 - f) original bills for the purchase of new sports equipment.

3.

In assessing the amount of compensation, Allianz shall use market prices of sports equipment applicable at the date of compensation assessment, making allowance for any depreciation at the time of the loss and any prior defects. In the case of partial destruction of sports equipment, a flat deductible shall be applied in the amount of 25 euros.

4.

The amount of compensation paid may not exceed the value of the loss actually incurred or include any damage sustained previously, allowing for natural wear and tear.

§ 34.

Recovery of Stolen or Lost Items

In the event of recovery of stolen or lost items forming part of baggage, electronic equipment or sports equipment:

1. The Operation Centre should be notified by registered mail immediately after becoming aware of the recovery.
2. If compensation has not yet been paid by Allianz, the Insured shall be required to collect the items recovered. Allianz shall then pay compensation for damaged or missing baggage, electronic equipment or sports equipment in accordance with these GCI.
3. If the Insured has recovered stolen items or sports equipment in undamaged condition before receiving compensation, Allianz shall refund only the necessary and economically justified costs of recovery, but no more than the amount of compensation that would have been due if such items had not been recovered. If the Insured recovers stolen items after compensation pay-

ment, the Insured shall be required to return the compensation amount to Allianz or transfer ownership to Allianz and deliver to Allianz the recovered items at the place and time designated by Allianz.

§ 35.

Package or Hotel Cancellation (PHCI) Claim Procedure

1.

The Insured shall be required to give written notice to the tour operator of the need to cancel the package or hotel reservation (s) immediately or, where circumstances so dictate, no later than 48 hours from the occurrence of the event preventing the Insured's trip or stay at the hotel.

2.

The Insured shall be required to give written notice to the Operation Centre of the cancellation of the package or hotel reservation (s) within five days of the occurrence of the event unless the deadline cannot be met due to serious misfortune or an event of Force Majeure.

3.

The tour operator or the Operation Centre shall provide the Insured with forms which should be completed carefully, attaching any documentation required, and delivered to the Operation Centre in order to furnish evidence of the reason for cancellation of the package or hotel reservation (s) and evidence of the costs incurred in connection with such cancellation.

4.

Where a package or hotel reservation is cancelled due to illness or accident, the Insured shall be required to furnish the Operation Centre physician with all documents that may be helpful in establishing the legitimacy of the Insured's decision from medical point of view.

5.

Allianz reserves the right to refuse to pay compensation if the Operation Centre physician is of the opinion that the information presented does not confirm the legitimacy of compensation payment (the existence of reasons necessitating such payment).

6.

The compensation paid by Allianz under package cancellation insurance may not exceed the price of the package fixed by the tour operator and stated in the contract between the tour operator and the Insured, subject to the provisions of § 7 paragraph 3. The contract, and, in the situation described in § 7 paragraph 3, also proof of payment of additional exchange surcharges or fuel surcharges and a document received from a travel agency to confirm that the customer was required to pay an additional exchange surcharge or fuel surcharge, i. e. an annex to the package contract or demand for payment of an extra amount resulting from exchange surcharges or fuel surcharges should be submitted to the Operation Centre.

7.

Compensation paid by Allianz under hotel cancellation insurance may not exceed the price of hotel accommodation set by the tour operator and stated in the contract between the tour operator and the Insured.

§ 36.

Package Interruption (PHCI) Claim Procedure

1.

In the event it becomes necessary for the Insured to interrupt the package, the Insured shall be required, before he/she takes any measures connected with his/her return, to contact the Operation Centre within 48 hours at the latest after the occurrence of the event preventing his/her further participation in the package.

2.

Having reported the event to the Operation Centre and obtained approval of package interruption, the Insured shall be furnished by the Operation Centre with forms concerning the event covered. The Insured shall be required to complete the forms and deliver them to the Operation Centre.

3.

Allianz reserves the right to refuse to pay compensation if the Operation Centre physicians are of the opinion that the information presented does not confirm the legitimacy of compensation payment (the existence of reasons necessitating such payment).

4.

The need for package interruption should be certified by relevant documents issued by third parties (e. g. medical certificate, telegram, administrative summons, police certificate).

§ 37.

Package or Hotel Cancellation (LPHC) Claim Procedure

1.

The Insured shall be required to notify the tour operator in writing of the need to cancel the package or hotel reservation (s) immediately or, where circumstances so dictate, no later than 48 hours after an event preventing the trip or stay at the hotel.

2.

The Insured shall be required to give written notice to the Operation Centre of the cancellation of the package or hotel reservation (s) within five days of the occurrence of the event unless the deadline cannot be met due to serious misfortune or an event of Force Majeure.

3.

The tour operator or the Operation Centre shall provide the Insured with forms which should be completed carefully, attaching any documentation required, and delivered to the Operation Centre in order to furnish evidence of the reason for cancellation of the package or hotel reservation (s) and evidence of the costs incurred in connection with such cancellation.

4.

Where a package or hotel reservation is cancelled due to illness or accident, the Insured shall be required to furnish the Operation Centre physician with all documents that may be helpful in establishing the legitimacy of the Insured's decision from medical point of view.

5.

Allianz reserves the right to refuse to pay compensation if the Operation Centre physicians are of the opinion that the information presented does not confirm the legitimacy of compensation payment (the existence of reasons necessitating such payment).

6.

Compensation paid by Allianz under limited package and hotel cancellation insurance may not exceed 80% of the package price set by the tour operator and stated in the contract between the tour operator and the Insured, subject to the provisions of § 7 paragraph 3. The contract, and, in the situation described in § 7 paragraph 3, also proof of payment of additional exchange surcharges or fuel surcharges and a document received from a travel agency to confirm that the customer was required to pay an additional exchange surcharge or fuel surcharge, i. e. an annex to the package contract or demand for payment of an extra amount resulting from exchange surcharges or fuel surcharges, should be submitted to the Operation Centre.

7.

Compensation paid by Allianz under limited package and hotel cancellation insurance may not exceed 80% of the price of hotel accommodation set by the tour operator and stated in the contract between the tour operator and the Insured.

§ 38.

Ticket Cancellation (T/W) Claim Procedure

1.

The Insured shall be required to notify the tour operator in writing of the need to cancel a ticket immediately or, where circumstances so dictate, not later than 48 hours after the occurrence of the event preventing the departure.

2.

The Insured shall be required to notify the Operation Centre of ticket cancellation in writing within five days of the occurrence of the event unless the deadline cannot be met due to misfortune or an event of Force Majeure. If Allianz incurs a loss due to the Insured's failure to meet the above five-day deadline, Allianz may reduce the compensation accordingly.

3.

The tour operator or the Operation Centre shall provide the Insured with forms which should be completed carefully, attaching any documentation required, and delivered to the Operation Centre in order to furnish evidence of the reason for the ticket cancellation and of the costs incurred in connection with such cancellation.

4.

If the ticket cancellation is due to a disease or an accident, the Operation Centre physician should be furnished with all information required to determine whether the Insured's decision was justified from the medical point of view.

5.

Allianz reserves the right to refuse to pay compensation if the Operation Centre physicians are of the opinion that the information presented does not confirm the legitimacy of compensation payment (the existence of reasons necessitating such payment).

FINAL PROVISIONS

§ 39.

1.

Any assistance provided to the Insured in connection with an event covered under the insurance contract shall be rendered under national laws of the country in which it is provided or under international laws.

2.

Any claims made under this contract shall be time-barred after a period of three years.

3.

Unless agreed otherwise, at the date of payment of compensation (benefit) by Allianz Polska, the Policyholder's (Insured's) claim against a third party liable for damage shall pass, by virtue of the law, to Allianz up to the amount of the compensation (benefit) paid.

4.

No claim of the Policyholder (Insured) shall pass to Allianz against any persons living in a common household with the Policyholder (Insured) unless the party at fault has caused damage intentionally.

5.

At the request of Allianz, the Policyholder (Insured) shall be required to provide support in pursuing claims against third parties, furnishing information and documents necessary for the claim to be asserted.

6.

Subject to the consent of both parties, provisions additional to or different from those set forth herein may be introduced in the insurance contract in writing only. Allianz shall present any difference between the content of the insurance contract and the GCI to the Policyholder in writing prior to the conclusion of the insurance contract unless the contract is entered into through negotiation between the parties.

7.

Any notices, statements and explanations shall be null and void unless made in writing. The date of receipt thereof at the Allianz Head Office (Headquarters), Allianz business unit or the Operation Centre shall be relied upon in deciding whether the time limits stipulated in these GCI have been met.

8.

The Policyholder (Insured) shall be required to inform Allianz of any change of address. If the Policyholder (Insured) fails to notify Allianz of a change of address, any letters sent to the Policyholder (Insured) at the last address known to Allianz shall become legally effective at the time they would have reached the Policyholder (Insured) if the address had not changed.

9.

Where not provided for herein, the provisions of the Civil Code, the Act on insurance activity or other provisions of the Polish law shall apply as appropriate.

10.

Any complaints connected with the conclusion or performance of the insurance contract may be submitted by the Policyholder, the Insured, the Injured Person or the Beneficiary to the Allianz Head Office (Headquarters) through the business unit of Allianz competent to consider the case concerned. Complaints may also be submitted to the Insurance Ombudsman.

11.

Action for claims arising from insurance contracts may be brought either under the rules of general jurisdiction (before a court having territorial jurisdiction over the registered office of Allianz in Warsaw) or before a court within whose jurisdiction the place of residence or registered office of the Policyholder, the Insured, the Beneficiary or the holder of rights under the insurance contract is situated.

12.

Polish shall be the ruling language for correspondence and contacts with Allianz. It shall be allowed to submit medical records in English and in the official language of the state in which the insured event has occurred.

13.

On instruction from Allianz, the Operation Centres shall reimburse the Insured or the person who has contacted the Operation Centre on the Insured's behalf for the cost of telephone calls to the Operation Centre connected with the occurrence of an event covered by the insurance contract. The refund shall be based on a printout of a statement of telephone calls made (billing record), confirming calls made to the Operation Centre. The refund shall be made in the currency of the Insured's country of residence as an equivalent of amounts in other currencies, as evidenced by a billing record, converted into the currency of the Insured's country of residence at the average exchange rate of the currency published by the NBP in Table A of average exchange rates of foreign currencies as of the day preceding the date of the payment decision.

§ 40.

These General Conditions of Tramp Foreign Travel Insurance were adopted by Resolution of the Management Board of TU Allianz Polska S.A. No 128/2009 of 13 August 2009 and shall enter into force on 16 September 2009.



Paweł Dangel
President of the
Management Board



Piotr Dzikiewicz
Vice President of the
Management Board



Jerzy Nowak
Vice President of the
Management Board



Zbigniew Świątek
Member of the
Management Board

Supplement to the Accident Permanent Health Damage Percentage Assessment Table, applicable to the following contracts:

- Tramp foreign travel insurance contracts made under the General Conditions of Tramp Foreign Travel Insurance adopted by Resolution of the Management Board No 128/2009 of 13 August 2009.

Loads involved in moving (lifting) objects depending of their weight:

Weight lifting	Women	Men
Excessive weight	>30 kg	> 50 kg
Medium weight	20-30 kg	30-50 kg

Based on the definition of overload, the events described in Table I and Table II can be considered as **partly meeting the definition of an accident**, and their permanent consequences will be evaluated by a certifying physician, on the understanding that in final assessment the amount of permanent damage to health will be reduced each time by an applicable percentage attributable to the contribution of a pathological factor, and the benefit will be reduced by an applicable percentage in accordance with **Table I** and **Table II**.

Table I.

Percentage contribution of a pathological factor to permanent health damage – applicable to lumbar spine and cervical spine

Result of X-Ray, CT, NMR imaging	Type of activity, nature of overload		
	Daily activities at home and at work (long-lasting forced bodily position: standing, sitting, forward-bent, trunk bending or rotating movements), long-lasting physical effort	Lifting a medium weight	Lifting an excessive weight, movement, exercises, substantial sport effort
Degree of progression and location of pathological (degenerative) conditions of the spine			

Result of X-Ray, CT, NMR imaging	Type of activity, nature of overload		
Correct results of imaging examinations before the event, no pathological history in this area	Contribution of pathological factor 80%	Contribution of pathological factor 50%	Contribution of pathological factor 20%
Visible changes compared with imaging examinations before the event – narrowed intervertebral spaces, marginal exostoses on the edges of vertebral bodies, X-ray showing a single-level change, NMR showing extrusion with rupture of anulus fibrosus and outward penetration of nucleus pulposus, or medical history (pain)	Contribution of pathological factor 90	Contribution of pathological factor 70%	Contribution of pathological factor 60%
Advanced multi-level changes on X-ray, lowered height of vertebral bodies, vertebral instability. Sequestration and herniation in NMR	Contribution of pathological factor 95%	Contribution of pathological factor 90%	Contribution of pathological factor 80%

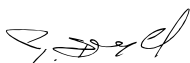
Table II.

Percentage contribution of a pathological factor to Achilles tendon or brachial muscle rupture

Clinical symptoms. medical data	Overload		
Percentage (%) contribution of the disease on permanent health damage is assessed	Routine effort related to daily activities	Sudden overload of tendon or muscle, as the case may be	Lifting an excessive weight, substantial overload of tendon or muscle, as the case may be, sport effort
Examinations before the event show no pathological changes. Partial or total rupture of tendon or muscle, as the case may be	Contribution of pathological condition 50%		

Clinical symptoms. medical data	Overload
Examinations before the event show the existence of pathological changes or injuries in the area of the tendon or muscle, as the case may be	Contribution of pathological condition 95%

Approved by Resolution of the Management Board No 129/2009 of 13 August 2009.



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