

“Insured for Travel” Travel Insurance

- Document containing information about an insurance product
- General Terms and Conditions of Insurance



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Insurance undertaking: Wiener TU S.A. Vienna Insurance Group, Poland, license issued by the Minister

of Finance on 31 January 1990, DMU-006-5-90

Product: “Insured for Travel”

Detailed information disclosed prior to entering into an insurance contract and information concerning the contract itself is available in other documents.

What type of insurance is offered?

This product offers insurance coverage referred to in groups 1, 2, 9, 13, and 18 of section II of the Annex to the Act on Insurance and Reinsurance Activity.



What is covered?

- ✓ Depending on the choice of the Policyholder, the following are covered:
- under a policy insuring against the costs of treatment of the Insured Person outside the Republic of Poland and the country of their permanent residence, incurred in connection with a sudden illness or accident, the following services are covered:
 - hospital stay, hospital treatment and surgical procedures;
 - medical transport or the transport of remains;
 - funeral or cremation abroad;
 - outpatient procedures with the cost of the physician's travel, cost of medicines, dressings and aids;
 - dental procedures;
 - repair or purchase of spectacles, repair of prostheses and other medical aids facilitating the treatment process;
 - costs of travel and board of the person accompanying the Insured Person or of the person summoned to the Insured Person;
 - costs of treatment of a tropical disease in Poland;
 - basic assistance services (e.g. helpline, interpreter's assistance, search and rescue costs, and care for minor children). Against the payment of an additional premium, the scope of insurance may also include coverage or reimbursement of the costs of treatment of the consequences of chronic illnesses, as well as reimbursement of the costs of continuing treatment after returning to Poland, or additional assistance;
 - under an accident insurance policy – the health and life of the Insured Person are covered. The insurance includes a benefit for permanent health impairment and a death benefit;
 - under a policy insuring against the cost of treating the consequences of accidents, the costs of the following are covered:
 - medical appointments, hospital stays, hospital treatments, surgical procedures;
 - diagnostic tests, outpatient procedures;
 - purchase of medicines, dressings and auxiliary products;
 - transport from the scene of the accident to the hospital or outpatient clinic;
 - under a travel luggage and sports equipment insurance policy - property of the Insured Person, accidents involving a loss or destruction of, or damage to luggage or sports equipment during transport, storage or use when travelling are covered;
 - under a third party liability (TPL) of the Insured Person in private life policy, personal injuries or property damage caused by a tortious act when traveling are covered.
 - under an assistance insurance policy – the following costs connected with organising and providing assistance during the Insured Person's travel are covered:
 - early return to the country;
 - financial and legal assistance;
 - substitute driver;
 - transport of animals accompanying the Insured Person abroad;
 - reimbursement of ski pass costs;
 - shipping essential personal items;
 - substitute employee on a business trip;
 - costs of accommodation and board in the event that the travel agency goes bankrupt;
 - assistance in the event of quarantine and forced isolation due to COVID-19;
 - under a policy insuring against search and rescue costs - costs incurred for search and rescue operations carried out by specialised rescue services are covered.- ✓ The sum insured shall be determined separately for each type of coverage included in the product.



What is not covered?

- X Benefits in excess of the sums insured specified in the insurance document;
- X practising competitive sports, high-risk sports, insurance for practising amateur winter and water sports, unless the scope of the contract covering foreign trips has been extended to include these risks).



What are the limitations of the insurance coverage?

- ! The damage suffered shall not be covered if the insured event has occurred as a result of:
 - 1) intentional actions of the Insured Person or the Beneficiary, including actions consisting in attempted or perpetrated offences, suicide, self-mutilation or a health disorder caused deliberately by the Insured Person or the Beneficiary;
 - 2) the Insured Person driving a motor vehicle or another vehicle in a state after consumption of alcohol, in a state of intoxication, under the influence of drugs or under the influence of other intoxicants or without the required license to drive the vehicle;
 - 3) poisoning with drugs, psychotropic drugs, drugs not recommended by a physician or used contrary to physician's recommendations or other agents having a similar effect, excluding alcohol, provided that the Insured Person is in a state after consumption of alcohol and exceeds the permitted consumption limit provided for in applicable laws of the country in which the Insured Person is staying during the travel event. In the absence of such a limit, the value of 0.2‰ is deemed to constitute such a limit;
 - 4) actions of the Insured Person taken under the influence of drugs, psychotropic drugs, drugs not recommended by a physician or used contrary to physician's recommendations or other intoxicants, excluding alcohol, provided that the Insured Person is in a state after consumption of alcohol and exceeds the permitted consumption limit provided for in applicable laws of the country in which the Insured Person is staying during the travel event. In the absence of such a limit, the value of 0.2‰ is deemed to constitute such a limit;
 - 5) warfare, state of emergency;
 - 6) participation of the Insured Person in protest marches and rallies, riots, brawls, commotion or acts of terror or sabotage in which the Insured Person was an active participant;
 - 7) participation of the Insured Person in motor vehicle competitions, rallies, trial and test drives, as well as accidents occurring when performing stunts;
 - 8) learning and practising motorsports;
 - 9) learning and practising sports and martial arts;
 - 10) nuclear and chemical contamination or irradiation.
- ! The insurance does not cover any situations where an insured event has occurred:
 - 1) in connection with the performance of manual labour by the Insured Person (unless the Parties have included it in the scope of insurance);
 - 2) in connection with practising amateur winter sports and water sports (unless the Parties have included it in the scope of insurance);
 - 3) in connection with practising competitive sports or high-risk sports (unless the Parties have included it in the scope of insurance);
 - 4) in connection with rehabilitation treatment;
 - 5) prior to the commencement of the insurance period.
- ! Under a policy insuring against the costs of treatment of the Insured Person outside the Republic of Poland and the country of their permanent residence - the following shall not be covered, inter alia:
 - 1) costs of treatment incurred in Poland and in the country of permanent residence of the Insured Person;
 - 2) expenditure on special nutrition, spa and health resort stays, rehabilitation treatment, plastic surgeries, dental procedures, including those of preventive and prosthetic character;
 - 3) costs of childbirth that occurred after the 32nd week of pregnancy, costs related to the treatment of and care for the mother and the child after delivery, costs of abortion, costs of contraceptives;
 - 4) costs of treatment of the consequences of bodily injury or health disorders caused by treatment or medical procedures, costs of treatment of persons whose purpose of travel is to undergo medical treatment;
 - 5) treatment costs exceeding the scope necessary to restore the Insured Person's health to a degree enabling them to return to the country;
 - 6) costs of treatment of mental disorders, congenital defects, venereal diseases, AIDS, diseases caused by or related to HIV.
- ! Under an accident insurance policy, the following are not covered, inter alia:
 - 1) brain haemorrhage, myocardial infarction, and cerebral infarction;
 - 2) any diseases or medical conditions, even if they occur suddenly;
 - 3) bodily injuries caused by treatment or medical procedures.

- ! Under a travel luggage and sports equipment insurance policy, the following are not covered, inter alia:
 - 1) losses caused by a disaster or an accident involving a means of transport, an accident or a sudden illness of the Insured Person, as a result of which the Insured Person suddenly loses control over the luggage, loss of luggage placed in storage;
 - 2) files, documents, travel tickets, keys, manuscripts, money and legal tenders, securities, cheques, credit cards, payment cards, computer programmes and data, bills of exchange;
 - 3) works of art, collections, musical instruments, weaponry of all types;
 - 4) stationary computer equipment, data mediums, software, cassettes, discs, communications equipment;
 - 5) medical equipment, rehabilitation equipment, prostheses, spectacles, contact lenses, medicines;
 - 6) fragile items;
 - 7) exclusive damage to or destruction of suitcases, trunks and other luggage containers;
 - 8) professional sports equipment;
 - 9) confiscation of sports equipment during customs clearance;
 - 10) damage to sports equipment resulting from its manufacturing defects.
- ! Under a TPL insurance policy, the following types of losses are not covered, inter alia:
 - 1) suffered by persons living in the same household with the Insured Person or by family members;
 - 2) suffered by another Insured Person under the same insurance contract;
 - 3) caused as a result of professional malpractice, violation of personal rights or intellectual property rights;
 - 4) caused by the Insured Person's actions taken under the influence of alcohol;
 - 5) consisting in the payment of any financial penalties, court or administrative fines, amounts due under contracts, public law liabilities;
 - 6) constituting losses of purely financial nature, i.e. losses other than personal injury or property damage
- ! Under a policy insuring against search and rescue costs - costs incurred in the connection with the following are not covered, inter alia:
 - 1) detention or arrest of the Insured Person due to the Insured Person having broken the law;
 - 2) unjustified calls requiring assistance of emergency or medical services.
- ! Other exclusions and limitations of liability shall be set out in the general terms and conditions of insurance.



Where is the coverage valid?

- ✓ Worldwide, with the following exceptions:
 - insurance against the costs of treatment of the Insured Person outside the Republic of Poland and the country of their permanent residence, insurance against search and rescue costs and assistance insurance – with the exception of Poland and the country of permanent residence;
 - insurance against the costs of treating the consequences of accidents - only in Poland.



What are the obligations of the Insured Person?

- The Policyholder is obliged to pay the insurance premium.
- The Policyholder and the Insured Person shall be obliged to:
 - at the beginning of the insurance contract:
 - provide truthful answers to questions asked by Wiener;
 - during the term of the insurance contract:
 - notify Wiener about changes in the circumstances which Wiener had inquired about prior to entering into the insurance contract;
 - where a claim is submitted:
 - use all measures at their disposal to prevent or mitigate the extent of the loss and ensure that claims may be pursued by Wiener against persons responsible for the loss;
 - notify Wiener of the event or damage and act in accordance with the instructions received;
 - make efforts to mitigate the consequences of the event by promptly obtaining medical assistance and undergoing recommended treatment, obtain documentation containing the medical diagnosis, release physicians from the obligation to maintain medical confidentiality;
 - provide Wiener with a completed loss report form and other documents requested from the Policyholder or the Insured Person during the loss adjustment procedure;
 - contact the Wiener Emergency Centre to obtain a guarantee for the coverage of the costs payable to a medical facility in respect of medical assistance provided;
 - in the event of damage to luggage or sports equipment – notify the police, the manager of the facility you are staying at or the relevant carrier and obtain a written confirmation of having filed a report, including a list of lost or destroyed items;
 - under a third party liability insurance policy - refuse to recognise or settle, without a prior written consent of Wiener, any claims of the beneficiary under the insurance contract.



How and when do I pay premiums?

The insurance premium shall be paid in Polish zlotys, in full, at the time of conclusion of the insurance contract, unless the parties have agreed otherwise.



When does insurance coverage commence and conclude?

- Insurance coverage commences on the date identified in the policy or in another insurance document as the date of commencement of the insurance period, however no earlier than on the day following the day of entering into the insurance contract and paying the premium or its first instalment, under reserve of the remaining general terms and conditions of insurance.
- In the event that the contract is concluded for the benefit of a person staying abroad, the insurance coverage shall commence after a 3-day grace period beginning on the date of conclusion of the insurance contract and payment of the premium. The grace period does not apply in the event of continuation of the contract (i.e. the conclusion of an insurance contract for a subsequent period of time, with continuity of insurance coverage maintained).
- The insurance coverage shall cease and the insurance contract shall be terminated:
 - upon expiry of the insurance period for which it has been concluded;
 - upon withdrawal from the insurance contract by the Policyholder;
 - upon the expiry of the Policyholder's 30-day notice period;
 - upon the delivery to the Policyholder of the Wiener's notice of termination of the insurance contract with immediate effect, in situations referred to in Articles 814(2) and 816 of the Civil Code and item 3 of this paragraph;
 - upon the expiry of the last day of the additional deadline for paying the premium instalment, as specified in the payment request in a situation referred to in Article 814(3) of the Civil Code;
 - on the date specified in the parties' agreement on the termination of the contact.



How do I terminate the contract?

- The Policyholder may terminate the contract at any time by observing a 30-day notice period.
- The Policyholder may withdraw from the insurance contract by serving a written notice within 30 days from the date of conclusion of the contract if the Policyholder is a natural person, or within 7 days if the Policyholder is a business entity.
- The Policyholder's notice of termination of the contract shall be made in writing and delivered to Wiener by registered mail, confirmation of receipt requested.

Type of information	GTCI clause	
Circumstances obliging Wiener to pay insurance compensation or benefits	GTCI of "Insured for Travel" - tourist trips – general part	§ 3, § 8, § 13 item 1, § 16, with reference to the applicable terms defined in § 2
	Clause 1 Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence	§ 1, § 2, §3, §6, §7 items 1 and 2, with reference to applicable terms defined in § 2 in the General Part
	Clause 2 Accident insurance	§ 1, §4, § 5 items 4-5, 7, 9-12, with reference to applicable terms defined in § 2 in the General Part
	Clause 3 Insurance against costs of treatment resulting from accidents	§ 1, § 2, §4, §5 item 1, with reference to applicable terms defined in § 2 in the General Part
	Clause 4 Travel luggage insurance	§ 1, § 4, with reference to applicable terms defined in § 2 in the General Part
	Clause 5 Insurance against third party liability in private life	§ 1, with reference to applicable terms defined in § 2 in the General Part
	Clause 6 Assistance insurance	§ 1, § 2 items 1-3, §4, with reference to applicable terms defined in § 2 in the General Part
	Clause 7 Sports equipment insurance	§ 1 items 1-5, § 4, with reference to applicable terms defined in § 2 in the General Part
Limitations and exclusions of Wiener's liability that enable it to refuse to pay or reduce the payment of compensation and other benefits	GTCI of "Insured for Travel" - tourist trips – general part	§ 4, § 12 items 3-5, § 14, § 16 item 4, § 18 item 3, § 22 item 3, with reference to applicable terms defined in § 2
	Clause 1 Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence	§ 1 items 2-4, § 2, § 4 § 5 items 2-3, 5-9, § 6, with reference to applicable terms defined in § 2 in the General Part
	Clause 2 Accident insurance	§ 1 items 3-4, § 2, § 3 item 2, § 4, § 5 items 8 and 10, with reference to applicable terms defined in § 2 in the General Part
	Clause 3 Insurance against costs of treatment resulting from accidents	§ 1 items 2, 3, 5 and 6, § 3, § 4, with reference to applicable terms defined in § 2 in the General Part
	Clause 4 Travel luggage insurance	§ 1 item 2, 4, § 2, § 3 items 2-4, § 4, § 5, with reference to applicable terms defined in § 2 in the General Part
	Clause 5 Insurance against third party liability in private life	§ 1 item 3, § 2, § 3, with reference to applicable terms defined in § 2 in the General Part
	Clause 7 Sports equipment insurance	§ 1 items 4-6, § 2, § 3, § 4, § 5, with reference to applicable terms defined in § 2 in the General Part
	Clause 8 Search and rescue costs insurance	§ 1 item 2, § 2, § 3, § 4, with reference to applicable terms defined in § 2 in the General Part

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I. GENERAL PROVISIONS AND DEFINITIONS

§ 1. General provisions

1. These General Terms and Conditions of Insurance for "Insured for Travel" tourist trips (hereinafter referred to as GTCI) shall apply to insurance contracts concluded by Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group (hereinafter referred to as Wiener) with Policyholders.
2. Insurance cover may apply to natural persons with Polish citizenship and foreign nationals.
3. In agreement with the Policyholder, additional provisions or provisions other than those defined in the GTCI may be introduced to the insurance contract. Such provisions and amendments to the concluded insurance contract shall be made in writing, otherwise being null and void.

§ 2. How should the terms used in the GTCI be understood?

The terms used in the GTCI shall be understood as follows:

- 1) **act of terror** – illegal activities or actions based on ideological, religious, political or social motivations, conducted individually or in a group, carried out by individuals as well as for or on behalf of any organisation or government, aimed against individuals, facilities or the society, with the aim to affect the government, cause chaos, intimidate the population or disorganise public life by means of violence or threat of violence;
- 2) **amateur practise of recreational sports** – a form of physical activity undertaken by the Insured Person for recreational purposes and for psychophysical regeneration; amateur practise of recreational sports includes amateur practise of winter and water sports;
- 3) **amateur practise of winter sports** – amateur practise of the following sports disciplines: skiing, snowboarding, tobogganing, skating, ice hockey, ice boating;
- 4) **amateur practise of water sports** – amateur practise of the following sports disciplines: mountain kayaking, surfing, rowing, sailing, kitesurfing, diving using breathing apparatus and sports scuba diving, freediving, wakeboarding, mountain canoeing, rafting, water skiing;
- 5) **travel luggage** – personal items usually taken along when travelling, which are owned by the Insured Person, including a pushchair, as well as electronic equipment owned by the Insured Person: photographic equipment, laptops, video cameras, mobile phones, tablets, e-book readers;
- 6) **brawl** – a mutual clash combined with a violation of the bodily integrity of its participants who exchange punches and act as attackers and defenders. The involvement in a brawl shall not include joining an incident to restore order or public peace in connection with the performance of official duties or acting in self-defence;
- 7) **Wiener Emergency Centre** – an entity acting on behalf of Wiener, having representative offices outside the territory of the Republic of Poland (hereinafter referred to as the Republic of Poland), responsible for handling claims, including those related to medical treatment abroad and assistance provided to the insured persons, with its telephone numbers specified in the insurance document;
- 8) **disease** – a reaction of the body to a pathogen, manifested by functional disorders or damage to the structure of the body, causing undesirable symptoms;
- 9) **cancer** – a disease manifested by the presence of a malignant tumour (i.e. one which is not surrounded by a capsule and is characterised by the ability to infiltrate tissues and to form distant metastases). Malignant cancer shall also include leukaemia and malignant disorders of the lymphatic system. The diagnosis of malignant cancer must be verified by histopathological examination;
- 10) **chronic illness** – a long-term disease diagnosed before the commencement of insurance cover, usually lasting for months or years (including periods of exacerbation or remission), treated permanently or periodically; Cancer is also considered a chronic illness. Mental illnesses and disorders are not considered chronic illnesses;
- 11) **tropical diseases** – a disease from a group of illnesses with varying aetiologies, prevailing in subtropical and equatorial zones;
- 12) **works of art** – items of cultural, artistic, historical or museum value, e.g. paintings, posters, sculptures, furniture, fabrics, jewellery, appraised by authorised experts, auction houses or art dealers;
- 13) **travel event** – at least two travel services within the meaning of the Act of 24 November 2017 on Travel Events and Related Tourist Services, organised by a travel agency operating in the territory of the Republic of Poland, based on a consolidated itinerary and offered under a single, common price, where such services include accommodation or last more than 24 hours, or where the itinerary provides for a change of the place of stay;
- 14) **search and rescue costs** – the costs of a search operation concerning the Insured Person, conducted by specialised services, the costs of transporting the Insured Person and the costs of providing emergency medical assistance, incurred from the moment of finding the Insured Person until he or she is transported to the nearest medical facility. The duration of the search operation shall be the period from the time the Insured Person was reported missing until the end of the search operation.
- 15) **burglary** – an attempted or perpetrated theft of an insured object from closed premises or a vehicle's trunk, following a forced removal, with the use of tools, of existing security measures, resulting in their destruction or damage, or after opening these security measures with the original key obtained by the perpetrator as a result of burglary into other premises or as a result of theft or robbery;
- 16) **country of permanent residence** – a country which is the centre of vital interests of the Insured Person and in which the Insured Person's personal or economic interests are concentrated;
- 17) **rehabilitation treatment** – medical therapy recommended by a physician, aimed at restoring, to the highest degree possible, the physical and mental fitness of the skeletal, muscular and nervous systems and at eliminating mental disorders and reactions. Within the meaning of the GTCI, rehabilitation is also considered rehabilitation treatment;
- 18) **sudden illness** – a medical condition that threatens the life or health of the Insured Person, occurring suddenly and unexpectedly during the period of Wiener's liability, requiring immediate medical assistance and resulting in the need to undergo treatment before the end of the trip;
- 19) **consequences of chronic illnesses** – a sudden condition having the form of aggravated symptoms of a chronic illness, including aggravated symptoms of cancer, occurring during the period of liability of Wiener, outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment before finishing the trip;
- 20) **accident** – a sudden event caused by an external factor and as a result of which the Insured Person has suffered bodily injury or a health impairment resulting in a permanent health impairment or has died;
- 21) **compensation** – the amount Wiener is obliged to pay to the Insured Person or a third party for property damage or personal injury resulting from an insured event;
- 22) **close relative** – spouse, cohabitant, concubine, sibling, ascendants (parents, grandparents, great-grandparents), descendants (children, grandchildren, great-grandchildren), stepfather, stepmother, parents-in-law, son-in-law, daughter-in-law, adoptees, children adopted for upbringing, adoptive parents;
- 23) **accompanying person** – a person travelling together with the Insured Person and summoned by the Insured Person to accompany him or her during treatment or transport;
- 24) **person summoned to accompany** – a close relative indicated by the Insured Person, residing in the territory of the Republic of Poland or the country of residence who, in the absence of an accompanying person, shall arrive at the place of the event and shall accompany the Insured Person during treatment;
- 25) **domestic trip** – a trip of the Insured Person to the Republic of Poland, outside the locality at which the Insured Person resides,
- 26) **foreign trip** – a trip of the Insured Person beyond the borders of the Republic of Poland and the country of permanent residence of the Insured Person;
- 27) **aggrieved person** – any person who is not bound by an insurance relationship under a third party liability insurance contract concluded and in respect of whom the Insured Person is liable for the damage caused;
- 28) **fire** – a fire that has spread beyond a hearth or that started spontaneously and has spread on its own;
- 29) **personal items** – the items of the Insured Person that are necessary for travel, such as spectacles, contact lenses, hearing aids, blood pressure or glucose meters, documents (passport, identity card, memberships cards, driver's licence);
- 30) **robbery** – an attempted or perpetrated theft for the purpose of misappropriating the insured assets by a perpetrator who used the following against the Insured Person:
 - a) physical violence or threatened to use it immediately, or caused the Insured Person to become unconscious or defenceless; a robbery shall also include a situation in which the perpetrator acts as described above, directly after committing theft in order to remain in possession of the stolen items;
 - b) fraud which should be interpreted as misleading or taking advantage of a mistake made by a person who, due to his or her health condition or age, is unable to resist the theft;
- 31) **high-risk sports** – abseiling, alpinism, cave alpinism, hot-air ballooning, bobsleighting, bouldering, bungee jumping, BASE jumping, downhill MTB, heli-skiing, heli-snowboarding, cycling, including mountain biking in obstacle-filled terrain (bumps, jump ramps) or on purpose-designed courses (excluding urban and tourist bicycle paths), kiteboarding, kite-skiing, kite-snowboarding, hunting, paragliding, parkour, rugby, parachuting, speleology, aviation sports, water motorsports practiced in sports clubs, gliding, climbing, indoor climbing, ice climbing, mountain climbing, competitive skiing and snowboarding outside designated routes, expeditions to places with extreme climate or natural conditions, expeditions to mountain or highland areas with extreme atmospheric or natural conditions, expeditions to mountain or highland areas at an altitude of over 3,500 metres above sea level, staying at an altitude of over 3,500 metres above sea level.
- 32) **sports equipment** – sports equipment owned by the Insured Person and taken along on the trip, intended for practising sports, including the following: bicycle, cross-country skis, downhill skis with boots and poles, water skis, trekking poles, Nordic walking poles, skates, rollerblades, skateboards, scooters, helmets, surfing boards, windsurfing boards, snowboards, together with the accessories necessary for the sports equipment to function correctly and in accordance with its intended purpose;
- 33) **professional sports equipment** – equipment used for practising competitive sports or high-risk sports;
- 34) **water equipment** – rowing boats, racing shells, canoes and pedal boats, surfing boards, pontoons, sailing yachts with a sail area of up to 10 m²;
- 35) **sum insured, sum guaranteed** – the amount stipulated in the insurance contract, constituting the upper limit of Wiener's liability under a specific insurance group or a given type of insurance;
- 36) **personal injury** – a consequence of an insured event in the form of bodily injury, health disorder or death;
- 37) **property damage** – a consequence of an insured event in the form of loss of or decrease in the value of the insured property due to its destruction, damage or theft;
- 38) **hospital** – a healthcare institution providing round-the-clock in-patient care, offering suitable diagnostic and treatment processes with the help of qualified medical and nursing teams. Within the meaning of the GTCI, the term hospital does not include care homes, hospices, addiction treatment centres, as well as sanatorium and rehabilitation hospitals and centres;
- 39) **aids** – remedies, recommended by a physician, necessary to support the treatment offered in connection with an accident, such as: corsets, prostheses, braces, crutches, stabilisers, orthopaedic aids, corrective glasses, hearing aids;
- 40) **permanent health impairment** – detrimental impact on one's fitness which causes the impairment of bodily functions with no prospect of improvement, as determined by the certifying physician appointed by Wiener, based on medical records submitted and the Health Impairment Percentage Rate Table in effect on the date of conclusion of the insurance contract;

- 41) **"Health Impairment Percentage Rate Table"** – a list of injuries and the corresponding health impairment percentage rates. The table is available at www.wiener.pl and, upon request, in hard copy;
- 42) **Policyholder** – a natural person, a legal person or an organisational unit without legal personality that enters into the insurance contract for their own account or for the account of a third party and is obligated to pay the insurance premium;
- 43) **Insured Person** – a natural person on whose account the Policyholder has entered into the insurance contract;
- 44) **Beneficiary** – a person authorised to receive the benefit in the event of the Insured Person's death. If no Beneficiary has been named, the benefit shall be paid in the following order:
 - a) to the spouse of the Insured Person, unless separation has been declared;
 - b) to the children of the Insured Person – in the absence of a spouse, in equal shares;
 - c) to the parents of the Insured Person or legal guardians of the Insured Person exercising care over the Insured Persons at the time of their death – in the absence of a spouse and children, in equal shares;
 - d) other heirs in the order of statutory succession, excluding the municipality of the last place of residence of the Insured Person and the State Treasury;
- 45) **actual value** – the value corresponding to the purchase cost of a new item, less the degree of actual wear and tear;
- 46) **blast** – an explosion or implosion;
- 47) **practise of competitive sports** – practising sports disciplines as part of a membership in sports clubs, associations and sports organisations, as well as participating in competitions, events or fitness training camps, regardless of whether income is derived from the sport practised;
- 48) **performance of manual labour** – manual labour performed by the Insured Person outside the territory of the Republic of Poland and the country of permanent residence, with an increased risk of injury, for which remuneration is normally received, regardless of the legal basis of employment. Manual labour means, in particular: working at heights, underground, underwater, using tools such as cranes, machine tools, road-building and pneumatic machinery, using paints, varnishes, liquid fuels, gases, liquids and technical oils;
- 49) **flooding** – liquids or steam causing property damage as a result of:
 - a) failure of installations or devices constituting their components, including pipe cracks;
 - b) unintentionally leaving faucets or other valves in the devices or installations in the open position;
 - c) spontaneous triggering of automatic fire extinguishing (sprinkler or water-spray) installations, excluding where this is a consequence of a fire, trial start-up, attempted repair, modification or modernization of an installation or a building;
 - d) precipitation: rain, snow (including snow residue and melting snow) or hail;
 - e) failure of white goods;
 - f) damage to aquariums, including their accessories;
 - g) actions of third parties;
 - h) backup of liquid or steam from water supply or sewage installations;
 - i) failure of or damage to a waterbed;
- 50) **land subsidence** – the sinking of terrain due to the collapse of natural, empty sub-surface spaces, not caused by human activity;
- 51) **collection** – a collection of items of one type, e.g. a collection of paintings, coins, posters with a cultural, artistic, historical, museum or scientific value;
- 52) **insured event** – an event occurring during the insurance period, which is the direct cause of personal injury or property damage for which Wiener is liable.

II. SUBJECT AND SCOPE OF INSURANCE AND EXCLUSIONS OF WIENER'S LIABILITY

§ 3. What is the subject and scope of insurance?

1. The Insured Person's health, life, property or third party liability are insured.
2. Wiener shall provide insurance coverage during foreign or domestic trips, to the extent specified in the individual Clauses.
3. Wiener shall provide insurance coverage round-the-clock.
4. Coverage is offered in all countries of the world, with the following exceptions:
 - 1) under insurance against treatment costs outside the territory of the Republic of Poland and the country of permanent residence, insurance for travel luggage, insurance against search and rescue costs – the insurance coverage is provided worldwide, excluding the Republic of Poland and the country of permanent residence;
 - 2) under accident insurance against treatment costs, the insurance coverage includes the territory of the Republic of Poland only.
5. If the insurance contract covers the practise of competitive sports and high-risk sports, the scope of insurance also includes amateur winter and water sports.
6. The scope of insurance includes the amateur practise of recreational sports, in all insurance options.

§ 4. What are the general exclusions of liability of Wiener?

1. Wiener shall not be liable if an insured event occurring as a result of:
 - 1) intentional actions of the Insured Person or the Beneficiary, including actions consisting in an attempted or perpetrated offence, suicide, self-mutilation or a health disorder caused deliberately by the Insured Person or the Beneficiary;
 - 2) the Insured Person driving a motor vehicle or another vehicle in a state after consumption of alcohol, in a state of intoxication, under the influence of drugs or under the influence of other intoxicants or without the required license to drive the vehicle;
 - 3) poisoning with drugs, psychotropic drugs, drugs not recommended by a physician or used contrary to physician's recommendations or other agents having a similar effect, excluding alcohol, provided that the Insured Person is in a state after consumption of alcohol and exceeds the permitted consumption limit provided for in applicable laws of the country in which the Insured

Person is staying during the travel event. In the absence of such a limit, the value of 0.2‰ is deemed to constitute such a limit;

- 4) actions of the Insured Person under the influence of drugs, psychotropic drugs, medicines not recommended by a physician or used contrary to physician's recommendations or other intoxicants, excluding alcohol, provided that the Insured Person is in a state after consumption of alcohol and exceeds the permitted consumption limit provided for in applicable laws of the country in which the Insured Person is staying during the travel event. In the absence of such a limit, the value of 0.2‰ is deemed to constitute such a limit;
 - 5) warfare, state of emergency;
 - 6) the Insured Person's participation in protest marches and rallies, riots, brawls, commotion or acts of terror or sabotage in which the Insured Person was an active participant;
 - 7) the Insured Person's participation in motor vehicle competitions, rallies, trial and test drives, as well as accidents occurring when doing stunts;
 - 8) learning and practising motorsports;
 - 9) learning and practising sports and martial arts;
 - 10) nuclear and chemical contamination or irradiation.
2. In addition, no compensation or benefit shall be paid if the insured event has taken place:
 - 1) in connection with the performance of manual labour by the Insured Person, unless the insurance contract has been concluded in an option in which this circumstance has not been excluded;
 - 2) in connection with the amateur practise of winter and water sports, unless the insurance contract concluded fails to exclude such a circumstance;
 - 3) in connection with practising competitive sports or high-risk sports, unless the insurance contract has been concluded in an option in which this circumstance has not been excluded;
 - 4) in connection with rehabilitation treatment;
 - 5) prior to the commencement of the insurance period.
 3. The provisions of items 1 and 2 shall also apply to the Clauses, unless their provisions stipulate otherwise.
 4. Wiener shall apply the exclusion or limitation of its liability if there is an adequate causal relationship between the insured event or loss and the circumstance indicated in the provisions concerning the applicable exclusion or limitation of liability, i.e. if the insured event or loss is a typical, normal consequence of the said circumstance.

III. INSURANCE CONTRACT

§ 5. How to enter into the insurance contract?

1. The insurance contract shall be concluded at the request of the Policyholder, for the period specified in the insurance contract, but not longer than one year.
2. Wiener shall confirm the conclusion of the insurance contract by means of an insurance document.
3. Wiener shall make the conclusion of the insurance contract conditional on the information obtained from the Policyholder that affects the risk assessment procedure.
4. The Policyholder shall provide Wiener with answers to any and all questions included in the application or addressed to the Policyholder in writing.
5. The Insured Person may enjoy the same scope and period of insurance coverage only under one insurance contract concluded pursuant to the GTCL.
6. The insurance contract may be concluded in the following form:
 - 1) personal policy – for a named individual or a group of named individuals;
 - 2) group insurance for unnamed individuals.
7. If the contract is concluded for an unnamed group of individuals, insurance coverage must be offered to all persons belonging to the same group specified in the insurance contract.

§ 6. When does the insurance contract expire and why?

1. The insurance contract shall expire:
 - 1) upon the expiry of the period of insurance for which it has been concluded;
 - 2) upon withdrawal from the insurance contract by the Policyholder;
 - 3) at the end of the Policyholder's 30-day notice period;
 - 4) upon the delivery to the Policyholder of Wiener's notice of termination of the insurance contract with immediate effect in the situations referred to in Articles 814 § 2 and 816 of the Civil Code and item 3 of this paragraph;
 - 5) upon the expiry of the last day of the additional deadline for payment of the premium instalment specified in the payment request, in the situation referred to in Article 814 § 3 of the Civil Code;
 - 6) as of the date specified in the parties' arrangement on the termination of the contract.
2. If the insurance contract is entered into for a period longer than 6 months, the Policyholder has the right to withdraw from the insurance contract within 30 days, and if the Policyholder is a business entity – within 7 days from the date of its conclusion. In the event that Wiener failed to notify the Policyholder who is a consumer of the right to withdraw from the contract by the time of conclusion of the insurance contract, the 30-day period shall commence on the date on which the Policyholder who is a consumer became aware of this right.
3. The insurance contract may be terminated by Wiener with immediate effect in situations stipulated by law, as well as for valid reasons, which are deemed to mean the following:
 - 1) concealment or misrepresentation of circumstances which Wiener had inquired into prior to the conclusion of the contract, which affected the assessment of the insurance risk or the amount of the premium due;
 - 2) the Policyholder or the Insured Person, if the insurance contract is entered into to the benefit of another person, commits an offence related to the conclusion or performance of the insurance contract.
4. The Policyholder may terminate the insurance contract at any time with a 30-day notice period.
5. Expiry of the insurance contract shall not exempt the Policyholder from the obligation to pay the premium for the period in which Wiener provided insurance cover.

§ 7. Can an insurance contract be concluded for and on behalf of another person?

1. The Policyholder may conclude an insurance contract for and on behalf of another person.
2. Wiener shall have the right to file claims for the payment of premiums towards the Policyholder only.
3. Wiener may also lodge a claim against the Insured Person if this claim affects Wiener's liability under the insurance contract.
4. The Insured Person shall have the right to claim the compensation due directly from Wiener.
5. The Insured Person may request Wiener to provide him/her with information on the provisions of the concluded contract and the GTCI insofar as they relate to his/her rights and obligations.
6. If the agreement is concluded to the benefit of another person, the post-loss contractual obligations referred to in § 11 shall rest both with the Policyholder and the Insured Person, unless the Insured Person was not aware that a contract had been concluded to their benefit.

§ 8. When does Wiener's liability begin and end?

1. The liability of Wiener shall begin on the date specified in the document confirming the conclusion of the insurance contract as the commencement of the insurance period, however no earlier than on the day following the day of conclusion of the insurance contract and payment of the premium or its first instalment, subject to the provisions of items 2 to 4.
2. Wiener's liability under insurance against treatment costs outside the territory of the Republic of Poland and the country of permanent residence, insurance against search and rescue costs, insurance for travel luggage, assistance insurance shall begin upon crossing the border of the Republic of Poland or the country of permanent residence, however, not earlier than at the beginning of the day specified in the insurance contract as the date of commencement of the travel event, and for self-drive travel events it shall begin on the date indicated by the Insured Person prior to the relevant date of commencement of the event specified in the insurance contract, however, not earlier than upon crossing the border of the Republic of Poland or the country of permanent residence, provided that the premium or its first instalment have been paid.
3. Wiener's liability under accident insurance, insurance for sports equipment and third party liability insurance shall begin upon the commencement of the trip and shall last until the Insured Person's return to the place of departure for the trip, provided that the premium or its first instalment have been paid.
4. For insurance contracts concluded at the border checkpoint of the Republic of Poland, Wiener's liability shall commence on the date and at the time of conclusion of the insurance contract and payment of the premium, no sooner than upon crossing the border of the Republic of Poland.
5. In the event that the insurance contract is concluded to the benefit of a third party residing outside the Republic of Poland and the country of permanent residence, the liability of Wiener shall commence after the lapse of a 3-day grace period from the date of conclusion of the insurance contract and payment of the premium, subject to item 6.
6. The grace period referred to in item 5 shall not apply in the event of continuation of the insurance contract, and insurance shall be deemed continued if an insurance contract for the next insurance period is concluded, with continuity of insurance coverage maintained.
7. Wiener's liability shall end upon the expiry of the insurance contract at the latest, in situations specified in § 6.

IV. INSURANCE PREMIUM

§ 9. What are the rules for paying the premium and what does its amount depend on?

1. The amount of the premium is calculated for the duration of Wiener's liability on the basis of the premium tariff applicable as at the date of entry into the insurance contract.
2. The insurance premium shall be paid in Polish zlotys in full at the time of conclusion of the insurance contract, unless otherwise agreed by the parties.
3. The premium amount depends on, among others, the following:
 - 1) scope of insurance,
 - 2) destination country,
 - 3) purpose of travel,
 - 4) sum insured,
 - 5) period of liability,
 - 6) age of Insured Person,
 - 7) number of Insured Persons.
4. If the premium payment is made by a bank transfer or a postal order, the day of payment shall be deemed to be the day of placing the order of payment to the account of Wiener at the bank or at a post office, provided that sufficient funds are available on the Policyholder's account. Otherwise, the date of payment shall be the date when the account of Wiener is credited with the full amount of the required premium or its instalment.
5. If the Policyholder or the Insured Person has provided false information to Wiener, thus affecting the amount of the premium charged, the Policyholder shall, upon Wiener's request, pay a surcharge for the difference between the premium due and the premium provided for in the insurance contract.

§ 10. When is a premium refund due?

In the event of termination of the insurance contract prior to the expiry of the term for which it was concluded, the Policyholder shall be eligible to have the premium refunded for each day of unused insurance coverage.

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

§ 11. What are Wiener's obligations under the insurance contract?

1. Wiener shall provide insurance coverage and pay the compensation under the terms and conditions specified in the GTCI.
2. Wiener shall provide information and documents at the request of the Policyholder, the Insured Person or the person eligible under the insurance contract.
3. Prior to the conclusion of the insurance contract, Wiener shall provide the Policyholder with the wording of the GTCI and the product data sheet.

§ 12. What are the general obligations of the Policyholder and the Insured Person under the insurance contract?

1. The Policyholder shall be obliged to inform the Insured Person about the conclusion of the contract for their account. In addition, the Policyholder shall be obliged to provide the Insured Person, in a manner agreed upon between them, with information on the insurance contract concluded, the wording of the GTCI, and the procedure to be followed if an insured event occurs.
2. The Policyholder and the Insured Person, if the insurance contract is entered into to the benefit of another person, are required to inform Wiener of all the circumstances known to them which were requested by Wiener in the application for entry into the insurance contract or in other documents prior to entering into the contract.
3. During the term of the contract, the Policyholder and the Insured Person, if the insurance contract is entered into to the benefit of another person, are required to inform Wiener of all changes in the circumstances known to them which were requested by Wiener in the application for entry into the insurance contract or in other documents prior to entering into the contract, immediately after receiving information about such changes.
4. If the Policyholder concludes the contract through a representative, the obligation referred to in items 2 and 3 shall also apply to the representative and, in addition, shall cover the circumstances known to the representative.
5. Wiener shall not be liable for the consequences of circumstances of which it has not been notified in breach of items 2 to 4 above. If a breach of the obligations referred to in items 2 to 4 has been committed deliberately, in the case of any doubts it shall be assumed that the insured event and its consequences are the result of those circumstances.

§ 13. What are the general obligations of the Policyholder and the Insured Person after a loss has occurred?

1. In the case of occurrence of an insured event, the Policyholder shall:
 - 1) promptly notify Wiener about the occurrence of the insured event not later than within 14 days from the occurrence of the event or obtaining information about it, subject to separate provisions provided for in the individual Clauses; should they be unable to do so as a result of this event, they should make up for it within 14 days from the date on which the cause of the failure to report the loss ceases to apply;
 - 2) use all measures at their disposal to mitigate the extent of the loss and secure the possibility of pursuing claims against persons responsible for the loss;
 - 3) provide Wiener with:
 - a) a completed loss report form;
 - b) other documents indicated to the Policyholder or the Insured Person during the loss adjustment procedure which are necessary to determine the legitimacy of claims and amount of benefit or compensation;
 - 4) secure evidence related to the event in order to substantiate the claim;
2. Wiener shall, within the limits of the sum insured, reimburse the Policyholder or the Insured Person for any costs incurred as a result of the measures referred to in item 1(2), if such measures were reasonable, even if they prove ineffective.

§ 14. What are the consequences of a breach of obligations by the Policyholder or the Insured Person?

1. In the event of a breach by the Policyholder or the Insured Person, due to wilful misconduct or gross negligence, of the obligation referred to in § 13(1)(1), i.e. the obligation to promptly notify Wiener about the occurrence of the loss, Wiener may reduce the amount of the benefit or compensation to the extent that such breach contributed to the increase of the loss or prevented Wiener from determining the circumstances and consequences of the insured event.
2. In the event of a breach by the Policyholder or the Insured Person, due to wilful misconduct or gross negligence, of the obligation referred to in § 13(1)(2), i.e. the obligation to use all available measures to mitigate the extent of the loss, Wiener shall be exempt from liability for all resulting damage.

§ 15. When is Wiener obliged to make documents available?

1. At the request of the Policyholder, the Insured Person, the Beneficiary, the Aggrieved Person and a beneficiary under the insurance contract, Wiener shall make available (including, upon request, in electronic form) documents and information collected in order to determine the liability of Wiener or the amount of compensation or benefit, and shall allow photocopies of such documents to be made at the cost of the applicant and certify that they are true copies of the original document.
2. The cost of photocopying and providing electronic information and documents shall be borne by the applicant in accordance with Wiener's current price list.

VII. DETERMINATION AND PAYMENT OF BENEFIT OR COMPENSATION

§ 16. How is the benefit or compensation paid?

1. Wiener is required to provide the benefit or pay compensation within 30 days of being notified of the insured event.

2. Should it prove impossible to clarify the circumstances necessary to determine the liability of Wiener or the amount of the benefit or compensation during the aforementioned time limit, the benefit or compensation shall be paid within 14 days from the date on which the clarification of such circumstances becomes possible while exercising due diligence. However, Wiener shall pay the undisputed part of the benefit or compensation within the time limit set out in item 2.
 3. In the event that the compensation or benefit is not due or is due in an amount different from the one specified in the claim, Wiener shall inform the claimant and the Insured Person thereof in writing – if the insurance contract was concluded for the benefit of a third party, and the Insured Person is not the claimant – indicating the circumstances and the legal basis justifying a complete or partial refusal to pay the compensation or benefit, and informing of the possibility to appeal or pursue claims before court.
 4. In the event that the payment of the benefit or compensation is due under more than one title, the benefits or compensation shall be paid in the order in which the claims are submitted, and the costs shall be reimbursed in the order in which the documents confirming that such costs have been incurred are received by Wiener.
 5. The benefit or compensation under the concluded contract shall be paid to the Insured Person, the Beneficiary, the eligible person or, in the event of cost reimbursement, to the person who has borne the said cost.
 6. Wiener shall pay the compensation in PLN, regardless of the place where the loss occurred and the type of costs incurred.
 7. Any costs incurred in foreign currencies shall be converted into PLN according to the average exchange rate of the National Bank of Poland in effect on the date of determining the amount of the benefit or compensation.
 8. Wiener reserves the right to verify the documents submitted and to consult specialists.
 9. All costs covered by insurance shall be reimbursed on the basis of receipts and proof of payment and after the Insured Person has submitted a statement that he/she has not been reimbursed from any other source.
5. Claims against persons living in the same household with the Insured Person shall not be transferred to Wiener, unless the perpetrator caused the loss intentionally.

§ 19. How should the parties submit notices and representations?

1. Subject to § 17, any notices and representations made by the contracting parties shall be made in writing and delivered with acknowledgment of receipt or sent by registered mail, unless otherwise stipulated in the insurance contract (including special regulations of the GTCI).
2. The contracting parties shall inform each other of any change of address of their residence or registered office.

§ 20. Application of the Clauses

1. In matters not covered by the provisions of the Clauses, the provisions of the main part of the GTCI shall apply. If these provisions coincide, the provisions of the Clauses shall take precedence.
2. If the Clauses provide for any exclusions of liability of Wiener, they shall supplement the exclusions specified in the main part of the GTCI.

§ 21. When did the GTCI enter into force?

1. The GTCI were approved by Resolution of the Management Board of Wiener no. 131/21 of 7 October 2021.
2. The GTCI shall enter into force on 7 October 2021 and shall apply to insurance contracts concluded from that date onwards.

§ 22. Additional provisions

1. In matters not regulated hereunder, provisions of the Civil Code, the Act of 11 September 2015 on Insurance and Reinsurance Activity and generally applicable laws shall apply.
2. The insurance contract shall be governed by Polish law.
3. Wiener shall not provide cover or pay the benefit to the extent that such cover or payment of the benefit would expose Wiener to consequences related to non-compliance with UN resolutions or sanctions regulations, trade embargo or economic sanctions imposed under the laws of the European Union or the United States of America or the laws of other countries and regulations issued by international organisations, if these apply to the subject-matter of the contract.

VII. FINAL PROVISIONS

§ 17. How to submit a complaint?

1. A complaint related to the conclusion or performance of the insurance contract may be submitted by the Policyholder, Insured Person, Beneficiary or a person eligible under that contract.
2. A complaint may be submitted:
 - 1) in writing – to the address of the selected Wiener unit or in person;
 - 2) electronically – using the complaint form available at www.wiener.pl;
 - 3) orally (in person for the record or by phone).
3. A complaint should include:
 - 1) first and last name (business name), address and phone number of the complainant;
 - 2) claim number or policy number;
 - 3) identification of the issue the complaint is concerned with;
 - 4) justification of the complaint along with supporting evidence, if any.
4. Complaints are examined without delay, and in any case not later than 30 days from their receipt. Should it be impossible to provide a response within the abovementioned time frame due to unusual complexity of the case concerned, the deadline shall be extended to not more than 60 days following the receipt of the complaint. The complainant shall be informed of:
 - 1) reason for delay;
 - 2) circumstances which must be determined in order to review the case;
 - 3) expected time frame for the examination of the complaint and for providing a reply.
5. Wiener shall notify the complainant, in writing or using another durable medium, of the manner in which the complaint has been handled, however Wiener may respond to the complaint by e-mail only at the customer's request.
6. The complainant may apply to the Financial Ombudsman to have the case examined.
7. The dispute may be resolved either by means of an extrajudicial procedure for resolving disputes between the customer and a financial market participant, conducted by the Financial Ombudsman (website address: www.rf.gov.pl) or a procedure before the Court of Arbitration of the Polish Financial Supervision Authority (website address: www.knf.gov.pl).
8. The complainant has the right to pursue their claims in a common court. The claims action under the insurance contract may be brought in accordance with generally applicable legal regulations or before the court having jurisdiction over the place of residence or registered office of the Policyholder, Insured Person or Beneficiary under the insurance contract, or before the court having jurisdiction over the place of residence of the heir of the Insured Person or the heir of the person eligible under the insurance contract.
9. Wiener is subject to supervision exercised by the Polish Financial Supervision Authority.

§ 18. When is Wiener entitled to recourse claims?

1. As of the date of payment of the benefit or compensation, the Insured Person's claims against the third party responsible for the loss shall be transferred by virtue of law to Wiener, up to the amount of the benefit or compensation paid.
2. If Wiener has covered only part of the loss, the Insured Person shall have priority over the remaining portion of the claim over Wiener's claims.
3. If the Insured Person has waived or reduced the claim for compensation against the perpetrator without Wiener's consent, Wiener may refuse to pay the compensation or reduce it accordingly. In the event that the waiver or reduction of the claim is discovered after the compensation has been disbursed, Wiener shall have the right to recover the whole or part of the compensation disbursed from the Insured Person, together with the necessary legal costs.
4. The Insured Person shall be obliged to provide every possible assistance to Wiener in pursuing recourse claims against third parties responsible for the damage, e.g. provide the relevant documents and necessary information.

CLAUSE 1 INSURANCE AGAINST THE COSTS OF TREATMENT OUTSIDE THE REPUBLIC OF POLAND AND THE COUNTRY OF PERMANENT RESIDENCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover medical costs necessary for the treatment of the

Insured Person who, while staying abroad of the Republic of Poland or the country of permanent residence, had to immediately undergo medical treatment due to a sudden illness or accident occurring during the period of cover provided by Wiener, as well as basic assistance services in accordance with the table below:

Scope of insurance coverage	Sums insured and liability limits
hospital stay – treatment and surgeries	up to the sum insured
transport to a hospital or the place of residence in the territory of the Republic of Poland or the country of permanent residence	up to the sum insured
transport from the place of the accident or sudden illness to a medical facility, transport between medical facilities in the country of stay; transport from a medical facility to the place of stay of the Insured Person abroad	up to the sum insured
diagnostic and outpatient procedures, including physician's travel expenses	up to the sum insured
purchase of necessary medicines, infusion fluids, dressings and medical aids	up to the sum insured
repair or purchase of spectacles, repair of prostheses and other medical aids	up to the sum insured
transport of remains to the Republic of Poland or the country of permanent residence or the costs of funeral or cremation abroad	up to the sum insured; costs of purchase of a coffin up to EUR 1,000
coverage of travel, board and accommodation expenses of a person accompanying the Insured Person or a person summoned to the Insured Person	EUR 100/day, for up to 7 days, coverage of travel expenses up to EUR 1,000
dental treatment of sudden inflammation or pain	EUR 250
treatment of tropical diseases after returning to Poland	PLN 2,500
continuation of treatment after return from the Republic of Poland	PLN 1,000
Basic assistance services	
round-the-clock assistance offered by the Wiener Emergency Centre.	YES
provision of information	YES
assistance in issuing lost/stolen documents	YES
translator's assistance	EUR 200
assistance in the event of a delayed flight	EUR 200
extension of insurance coverage (by 24 hours) in unforeseen circumstances	YES
insurance against search and rescue costs	EUR 10,000
traveller helpline	YES
sports helpline	for contracts concerning the practise of sports
transport of persons accompanying the Insured Person in the event of his/her death	YES
caring for minor children	EUR 1,000 + transport
convalescence of the Insured Person abroad	YES
resumption of trip	YES
phone consultations with a physician	YES
Against the payment of an additional premium	
coverage or reimbursement of the costs of treatment of consequences of chronic illnesses, including cancer	up to the sum insured

2. Pursuant to this Clause, the insurance shall also cover medically justified costs of treating the Insured Person who, while staying outside the Republic of Poland or the country of permanent residence, had to immediately undergo medical treatment due to suddenly getting sick with COVID-19, provided that the Insured Person has met one of the following conditions:
 - 1) has a negative result of a PCR or antigen test performed within 72 hours prior to commencing travel,
 - 2) has undergone a full COVID-19 vaccination routine and at least 14 days have passed between the vaccination and the commencement of travel,
 - 3) has recovered from COVID-19 (is a convalescent) within 6 months prior to the commencement of travel, as confirmed by a PCR test or antigen test or a quarantine completion certificate.
3. At the request of the Policyholder and upon payment of an additional premium, the scope of insurance cover under this Clause shall be extended to coverage or reimbursement of the costs of treatment of consequences of chronic illnesses, including cancer.
4. The coverage is offered all over the world, excluding the Republic of Poland and the country of permanent residence.

§ 2. What is included in the costs of treatment?

1. Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence covers the arrangement of services (with the exception of the services referred to in item 1(e) and 1(f)) and their documented costs arising in connection with a sudden illness or accident.
 - 1) up to 100% of the sum insured (unless otherwise stipulated in the following provisions):
 - a) costs of hospital stay, hospital treatment, and surgery;
 - b) costs of transport to a hospital or the place of residence indicated by the Insured Person in the territory of the Republic of Poland or the country of permanent residence.

Wiener shall arrange and cover the costs of transport of the Insured Person from a foreign country to a hospital or the place of residence in the Republic of Poland or in the country of permanent residence. These costs shall be covered up to the amount of costs of transport using the means of transport which satisfies the conditions specified by the physician issuing a written recommendation for transport. A prior approval by Wiener or the Wiener Emergency Centre is required in order for the costs of transporting the Insured Person to be recognised.

In the event that the Insured Person is transported to the country of permanent residence, such transport shall be provided up to the amount of costs corresponding to the costs of transport of the Insured Person to the Republic of Poland.

Should the Insured Person arrange transport on his/her own, Wiener shall reimburse the costs incurred up to the limit of the sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, subject to the approval of the Wiener Emergency Centre and only up to the amount of costs that the Wiener Emergency Centre would have incurred when arranging such transport to the territory of the Republic of Poland;

- c) costs of transport of the Insured Person from the place of accident or sudden illness to a medical facility and costs of transport of the Insured Person between medical facilities in the country of stay, as well as transport from a medical facility to the place of stay of the Insured Person abroad, using a means of transport adequate to the Insured Person's condition;
- d) costs of examinations conducted for diagnostic purposes and costs of outpatient procedures, including expenses relating to physician's travel from the nearest medical facility to the place of accommodation of the Insured Person;
- e) costs of purchase of necessary medicines, infusion fluids, dressings and medical aids recommended by a physician;
- f) costs of repair and purchase of spectacles, repair of prostheses and other medical aids facilitating the treatment process, if the need to buy them or their damage is related to a sudden illness or an accident occurring during Wiener's liability period;
- g) costs of transport of the Insured Person's remains to the Republic of Poland or the country of permanent residence or the costs of funeral or cremation abroad (without burial).

If the Insured Person dies during a trip abroad as a result of an accident or a sudden illness for which Wiener is liable, the Wiener Emergency Centre shall arrange and cover the costs of transport of the remains to the funeral site in Republic of Poland or the country of permanent residence.

If the costs of transport of the Insured Person's remains to the funeral site in the Republic of Poland or the country of permanent residence are covered, Wiener shall reimburse the costs of transport of the Insured Person's remains to the funeral site in the Republic of Poland or the country of permanent residence, up to the amount of the costs which Wiener would have incurred by arranging the transport of the remains to the Republic of Poland or the country of permanent residence with a Polish company dealing with the transport of remains from abroad. However, these costs must not exceed the sum insured specified in the insurance document. Wiener shall cover the costs of purchase of a transport coffin up to EUR 1,000.

In the event of funeral or cremation of the Insured Person's remains abroad, Wiener shall cover only funeral or cremation costs;

- 2) travel, board and accommodation expenses of a person accompanying the Insured Person or a person summoned to the Insured Person:
 - a) The Wiener Emergency Centre shall cover the documented costs of board and accommodation of one person accompanying the Insured Person abroad, up to a maximum of EUR 100 per day and for 7 days maximum, for one and all events occurring during the period of liability of Wiener;
 - b) The Wiener Emergency Centre shall arrange and cover the costs of board and accommodation of one person summoned to the Insured Person, up to a maximum of EUR 100 for one day and for 7 days maximum, for one and all events, and in the case of arrangement and coverage of transport costs up to EUR 1,000, arising during the period of Wiener's liability – pro-

vided that the Insured Person is not accompanied by another person while staying abroad, and the summoned person's place of residence is in the Republic of Poland or in the country of residence of the Insured Person. The Wiener Emergency Centre shall cover the costs of land transport of the summoned person, and should the transport time exceed 12 hours – the costs of transport by a passenger plane (economy class);

- c) costs of travel, board and accommodation of a person accompanying the Insured Person or of a person summoned to the Insured Person shall be covered within the sum insured specified in § 5(1) of this Clause and provided that the Insured Person is hospitalised abroad for a period of at least 7 days and these costs have been incurred in connection with arrangements related to the Insured Person's return to the country or in connection with accompanying the Insured Person during hospitalisation abroad;
- d) recognition of the costs referred to in point (a) or (b) shall be subject to a physician's written recommendation and a prior consent of Wiener or the Wiener Emergency Centre.
- 3) costs of dental treatment, up to a maximum of EUR 250 for one and all events occurring during the period of liability of Wiener, whereas Wiener shall cover the costs of dental treatment only if the Insured Person suffers acute pain or inflammation requiring immediate medical attention during the period of liability of Wiener;
- 4) costs of treatment of a tropical disease in the territory of the Republic of Poland – reimbursement of costs up to PLN 2,500 related to the treatment of a tropical disease shall be made provided that the disease has been diagnosed by the 30th day following the expiry of the contract at the latest. The costs necessary from a medical standpoint and recommended by a physician shall be covered;
- 5) costs of continuation of treatment upon return to the country – reimbursement of treatment costs up to PLN 1,000 shall be made provided that the sudden illness or accident was covered by Wiener and:
 - a) the treatment costs were incurred in connection with a sudden illness or accident which occurred during the Insured Person's trip abroad; and
 - b) the illness or accident requires continuation of treatment after returning to the Republic of Poland;
- 6) costs of treatment of consequences of chronic illnesses, including cancer (upon payment of an additional premium) – up to the sum insured.

§ 3. What is the scope of basic assistance services?

1. Pursuant to this Clause, insurance cover is extended to include basic assistance services:
 - 1) round-the-clock assistance offered by the Wiener Emergency Centre – the Insured Person may receive assistance and information 24 hours a day, including in Polish. The Wiener Emergency Centre shall arrange, on the basis of information obtained from the Insured Person, assistance upon the occurrence of an insured event;
 - 2) provision of information – in the case of unforeseen events, e.g. strike, aircraft hijacking, illness or accident, which result in a delay or change of the Insured Person's itinerary, the Wiener Emergency Centre shall, at the request of the Insured Person, provide the necessary information to his/her family, employer or another designated institution or person;
 - 3) assistance in replacing documents – in the event of loss or theft of an ID or ticket, the Wiener Emergency Centre shall inform the Insured Person of the necessary steps to be taken to replace the documents. Wiener shall not bear the costs of replacing documents;
 - 4) language assistance – if, in the case of a sudden illness of the Insured Person or an accident or in the event of damage to the travel luggage or sports equipment, the Insured Person is having a problem communicating while securing evidence in order to file a claim, the Emergency Centre shall arrange a one-time interpreter assistance up to the equivalent of EUR 200;
 - 5) assistance in the event of a delayed flight – in the event of a documented flight delay during a foreign trip (excluding the territory of the Republic of Poland and the country of permanent residence) by at least 5 hours in relation to the planned time of departure according to the flight schedule, Wiener shall reimburse the Insured Person for the costs incurred for the purchase of basic necessities for the exclusive use of the Insured Person, i.e. basic clothing, necessary toiletries, food, non-alcoholic beverages, up to the equivalent of EUR 200; the service does not apply to charter flights;
 - 6) extension of insurance coverage in unforeseen circumstances by 24 hours – in the event that the Insured Person's return from a foreign trip is prolonged due to fortuitous reasons beyond the control of the Insured Person, such as:
 - a) breakdown of a ground vehicle, aircraft or watercraft;
 - b) fire, hurricane, flood, heavy rainfall, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide, blast or aircraft crash;
 - c) cancellation or delay of a means of transport due to adverse weather conditions;
 - d) accidents affecting ground, sea or air transport.
 the Insured Person shall contact the Wiener Emergency Centre immediately before the lapse of the insurance period indicated in the insurance document. The extension of cover in connection with an emergency situation shall be conditioned on the occurrence of the said emergency situation being documented by the Insured Person;
 - 7) coverage of search and rescue costs – if the Insured Person dies during a foreign trip, the Wiener Emergency Centre shall cover the costs of search and rescue operations concerning the Insured Person, carried out by specialised rescue services in the mountains and at sea/ocean, up to the equivalent of EUR 10,000;
 - 8) travel helpline – via its travel helpline, Wiener provides access to the following information about the country to which the Insured Person is travelling:
 - a) required documents and vaccinations;
 - b) addresses of Polish embassies and consulates;
 - c) the most convenient transport connections;
 - d) motorway tolls, exchange rates, national holidays;
 - e) scope of medical services guaranteed by the National Health Fund in individual EU Member States.

- 9) sports helpline – in the event the insurance contract has been concluded in connection with the practise of sports, Wiener shall provide access to the following information:
 - a) opening hours of ski slopes;
 - b) weather conditions on the slope;
 - c) atmospheric conditions (water temperature, wind intensity);
 - d) prices of ski passes;
 - e) recommended skiing routes;
 - f) warnings of difficult conditions;
 - g) information on the course of action to be taken in the event of damage caused to a third party;
 - h) addresses of diving, windsurfing and kitesurfing locations;
 - i) contact details of sports schools, diving, windsurfing and kitesurfing instructors
 - j) addresses of sports equipment stores;
 - k) contact details and prices charged by professional equipment rental facilities;
- 10) transport of persons accompanying the Insured Person in the event of his/her death – if the Insured Person dies as a result of a sudden illness or an accident during a foreign trip, the Wiener Emergency Centre shall arrange and cover the costs of transport to the Republic of Poland or the country of permanent residence of the Insured Person of the persons accompanying the Insured Person that are covered by Wiener under the same insurance contract. The Wiener Emergency Centre shall cover the costs of land transport of the accompanying persons, or, should the transport time exceed 12 hours, the costs of transport by passenger plane (economy class);
- 11) care for minor children – In the case of hospitalisation of the Insured Person who is travelling with a minor child or children who was/were accompanied by any other adult, the Wiener Emergency Centre shall arrange care for and cover the costs of transportation of the Insured Person's child or children to the place of residence in the Republic of Poland or the country of permanent residence of the Insured Person. The Wiener Emergency Centre shall cover the costs of board and accommodation of the minor child or children of the Insured Person up to EUR 1,000 for one and all events occurring during the period of liability. In addition, the Wiener Emergency Centre shall cover the costs of land transport of the minor child or children of the Insured Person, or, should the transport time exceed 12 hours, the costs of transport by passenger plane (economy class).
- 12) convalescence of the Insured Person abroad – if the Insured Person, after finishing hospitalisation related to a sudden illness or accident, cannot be transported directly to the Republic of Poland or the country of permanent residence, in accordance with a written recommendation of the attending physician abroad, the Wiener Emergency Centre shall cover the costs of board and accommodation of the Insured Person for convalescence (the length of the convalescence period is determined on the basis of medical documentation relating to the treatment provided abroad);
- 13) resumption of ongoing trip – if, after the end of the treatment related to a sudden illness or accident, the health condition of the Insured Person allows for the continuation of the trip, the Wiener Emergency Centre shall arrange and cover the costs of land transport of the Insured Person from the place of his/her hospitalisation to the next stage of documented, interrupted travel, and should the transport time exceed 12 hours – the costs of transport by passenger plane (economy class);
- 14) phone consultation with a physician – in the event of an illness of the Insured Person, the Wiener Emergency Centre shall arrange a one-time phone contact with a physician in order to consult the Insured Person's ailments, provided that:
 - a) the illness concerned is a cold, food poisoning, a sun allergy or another ailment which does not require the administration of medicines prescribed by a physician;
 - b) the Insured Person agreed to hold a phone consultation with a physician.
 A phone consultation consists in a physician giving medical advice on how to proceed and on the medicines to be used.
- 11) costs that are not medically justified;
- 12) costs of rehabilitation treatment;
- 13) costs of treatment of the Insured Person whose purpose of travel is to undergo medical treatment;
- 14) treatment costs exceeding the scope necessary to restore the Insured Person's health enabling his/her return to the country;
- 15) costs of treatment of chronic illnesses, including cancer and their consequences, unless an additional premium has been paid for the extension of insurance cover;
- 16) costs of treatment of a disease requiring compulsory vaccination before travelling to the country in which such vaccination is required;
- 17) costs of treatment of mental disorders, congenital defects;
- 18) costs of treatment of venereal diseases, AIDS and other diseases caused by or related to HIV;
- 19) costs of treatment in a decompression chamber, unless the insurance contract has been concluded under an option in which these costs are covered.

§ 5. What is the amount of the sum insured?

1. The sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence shall be determined with the Policyholder at the time of conclusion of the insurance contract, subject to items 5-9.
2. The sum insured shall constitute the upper limit of liability of Wiener with regard to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, and its amount shall be indicated in the insurance document.
3. The sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence shall be reduced by each payment of compensation under this insurance.
4. In order to determine the amount of the sum insured in PLN, the average exchange rate of 1 euro, as defined by the National Bank of Poland and being in effect on the last business day preceding the date of conclusion of the insurance contract, shall be taken into account.
5. The sum insured for the costs of travel, board and accommodation of a person accompanying the Insured Person or a person summoned to the Insured Person shall amount to a maximum of EUR 100 per day, for 7 days maximum, and in the case of arrangement and coverage of transport costs – up to a maximum of EUR 1,000, for one and all events, and shall be separate from the sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence referred to in items 1 to 3.
6. The sum insured for the costs of dental treatment of sudden inflammation or pain shall amount to EUR 250 for one and all events occurring during the period of liability of Wiener and shall be separate from the sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence referred to in items 1 to 3.
7. The sum insured for the costs of continuation of treatment after returning to the Republic of Poland shall amount to PLN 1,000 for one and all events occurring during the period of liability of Wiener and shall be separate from the sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence referred to in items 1 to 3.
8. The sum insured for the costs of treatment of tropical diseases in the Republic of Poland shall amount to PLN 2,500 for one and all events occurring during the period of liability of Wiener and shall be separate from the sum insured for the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence referred to in items 1-3.
9. The sum insured for basic assistance services referred to in § 3 (1)(3), (5), (7) and (11) shall be reduced by each payment related to the assistance insurance contract concluded.

§ 6. What are the obligations of the Insured Person after a loss has occurred?

1. In addition to the obligations set out in § 13 of the GTCI, in the case of occurrence of an insured event in respect of treatment costs, the Insured Person shall:
 - 1) make efforts to mitigate the consequences of the event by promptly obtaining medical assistance and undergoing recommended treatment, taking advantage, where possible, of the public health care system;
 - 2) obtain medical documentation pertaining to the treatment outside the territory of the Republic of Poland and the country of permanent residence, confirming the medical diagnosis in order to arrange and cover the costs of treatment, as well as to obtain a guarantee that these costs will be covered;
 - 3) release the physicians who provided or are currently providing medical care to the Insured Person after the accident from the obligation to maintain medical confidentiality – to the extent necessary to obtain information needed to verify the data provided by the Insured Person concerning their health – by submitting an appropriate declaration when filing a claim;
 - 4) enable Wiener to inquire about the circumstances of the covered event;
 - 5) actively cooperate with the Wiener Emergency Centre and comply with its recommendations;
 - 6) secure evidence related to sudden illness or accident in order to substantiate the claim for reimbursement of treatment costs;
 - 7) undergo, at Wiener's request, an examination by a physician appointed by Wiener or undergo clinical observation.
2. If the Insured Person is simultaneously insured against the costs of treatment outside the Republic of Poland and the country of permanent residence by two or more insurers, the Insured Person shall inform Wiener thereof in the case of occurrence of an insured event.
3. Assistance to the Insured Person in connection with the insured event shall be provided taking into account the regulations in force in the country in which it is provided.
4. Wiener may request the Insured Person or their legal representative to grant a written consent to apply to the entities which provided health services to the Insured Person in order to obtain information required to verify the data provided by that person in connection with their health condition.

§ 4. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 4 of the GTCI, the costs of treatment shall not apply:
 - 1) to the Insured Person in respect of whom there were medical contraindications for travelling abroad, if this affected the occurrence of an insured event, unless the Insured Person was not aware of the contraindications.
 - 2) in the event of treatment abroad of diagnosed diseases which were pre-existing at the time of insurance coverage of the Insured Person and their consequences or diseases treated prior to the commencement of the insurance period, including the consequences of such diseases, subject to § 1(2) of this Clause.
2. The following shall not be covered:
 - 1) costs of treatment incurred in the territory of the Republic of Poland and the country of permanent residence of the Insured Person, under reserve of § 2(1)(4) and § 2(1)(5);
 - 2) expenses incurred for special nutrition of the Insured Person, even if it was recommended by a physician;
 - 3) costs of stay in sanatoriums and health resorts;
 - 4) costs of childbirth that occurred after the 32nd week of pregnancy, or any costs related to the treatment and care of the mother and of the child after delivery;
 - 5) costs of abortion;
 - 6) costs of plastic surgeries;
 - 7) costs of preventive and prosthetic dental treatment;
 - 8) costs of contraceptives;
 - 9) costs of treatment insofar as they were covered in connection with the same event under another insurance contract or from other sources;
- 10) costs of treatment of the consequences of bodily injury or health disorder caused by treatment and medical procedures, regardless of who performed them;

§ 7. How is the compensation determined?

1. The determination of the legitimacy and amount of compensation due as a reimbursement of the treatment costs shall be made on the basis of the following evidence and documents submitted by the Insured Person or a person authorised to receive the compensation on this account:
 - 1) evidence confirming the need to undergo treatment in connection with a sudden illness or accident, with the diagnosis (medical diagnosis) included;
 - 2) receipts and evidence confirming the payment of applicable fees;
 - 3) evidence confirming the payment of other expenses covered under the insurance contract.
2. Wiener's decision to cover the costs of transporting the remains of the Insured Person shall be taken upon the presentation of an official death certificate or a copy thereof and other documents indicated in the course of the loss adjustment procedure, if they are necessary to determine the legitimacy of claims and the amount of the benefit.
3. The documents serving as evidence of the expenses incurred in connection with the provision of medical assistance to the Insured Person should contain the following information:
 - 1) details of the Insured Person;
 - 2) contact details of the medical facility providing assistance;
 - 3) stamp and signature of the physician or person authorised to represent a given medical facility;
 - 4) confirmation of treatment costs incurred.
4. In the case of occurrence of an insured event in respect of treatment costs relating to COVID-19, the Insured Person shall additionally provide Wiener with one of the following documents:
 - 1) a negative result of a PCR or antigen test, performed within 72 hours prior to commencing travel,
 - 2) confirmation of undergoing of a full COVID-19 vaccination routine,
 - 3) a positive result of a PCR or antigen test or a quarantine completion certificate confirming COVID-19 infection within 6 months prior to commencing travel.

§ 8. How is the compensation paid?

1. The compensation shall be paid in PLN to the Insured Person, the beneficiary or, in the event of cost reimbursement, to the person who has borne the said cost.
2. If liabilities towards foreign entities have not been settled by the Insured Person or another person, Wiener shall make reasonable foreign currency payments directly to the physician, medical facility or entity arranging the transport of the Insured Person.
3. In cases handled by the Wiener Emergency Centre, the costs of treatment shall be covered directly by the Wiener Emergency Centre.
4. Expenses incurred in foreign currencies shall be converted into PLN based on the average exchange rate announced by the National Bank of Poland, in effect on the date of establishing the compensation amount.
5. Reimbursement shall be made in the order in which the documents confirming that such costs have been incurred are received by Wiener.

CLAUSE 2 ACCIDENT INSURANCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover the consequences of accidents, from the moment of leaving the place of departure for the trip until the Insured Person returns to the place of departure for the trip.
2. The coverage is offered worldwide;
3. The scope of insurance covers the following accident benefits:
 - 1) a benefit payable in the case of a permanent health impairment resulting from a covered accident, in the amount of 1% of the sum insured under the accident insurance for each percent of the permanent health impairment, but not more than 100% of the sum insured;
 - 2) a benefit payable in the case of death of the Insured Person resulting from a covered accident, in an amount equal to 100% of the sum insured in respect of the accident cover, provided that the death occurred within 12 months from the date of the accident;
4. The insurance coverage shall not include lost profits related to an accident as well as actual losses consisting in a loss of, damage to or destruction of personal belongings of the Insured Person or loss or reduction of the Insured Person's earnings.

§ 2. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 4 of the GTCI, the liability of Wiener shall exclude the consequences of:
 - 1) any diseases or medical conditions, even if they occur suddenly;
 - 2) bodily injuries caused by treatment or medical procedures, regardless of who performed them;
 - 3) brain haemorrhage, myocardial infarction, and cerebral infarction.

§ 3. What is the amount of the sum insured?

1. The sum insured shall be determined with the Policyholder at the time of conclusion of the insurance contract.
2. The sum insured for the consequences of accidents shall constitute the upper limit of liability of Wiener with regard to the consequences of accidents, and its amount shall be indicated in the insurance document.
3. The sum insured referred to in item 1 shall not be reduced by the previously paid benefit.

§ 4. What are the obligations of the Insured Person after a loss has occurred?

1. In addition to the obligations set out in § 13 of the GTCI, in the case of occurrence of an insured event, the Insured Person shall:

- 1) make efforts to mitigate the consequences of the event by promptly obtaining medical assistance and undergoing recommended treatment;
 - 2) obtain medical documentation pertaining to the treatment, confirming the diagnosis (medical diagnosis);
 - 3) release the physicians who provided or are currently providing medical care to the Insured Person after the accident from the obligation to maintain medical confidentiality – to the extent necessary to obtain information needed to verify the data provided by the Insured Person concerning their health – by submitting an appropriate declaration when filing a claim;
 - 4) enable Wiener to inquire about the circumstances of the covered event;
 - 5) secure evidence related to the accident in order to substantiate the claim;
 - 6) undergo, at Wiener's request, an examination by a physician appointed by Wiener or undergo clinical observation.
2. Wiener may request the Insured Person or their legal representative to grant a written consent to apply to the entities which provided health services to the Insured Person in order to obtain information required to verify the data provided by that person in connection with their health condition.

§ 5. How is the benefit determined and what amount is paid?

1. The benefit payable in connection with a permanent health impairment resulting from an accident shall be determined after Wiener appoints a certifying physician to determine the degree of permanent health impairment.
2. The degree of permanent health impairment shall be determined based on the medical records submitted and on the "Health Impairment Percentage Rate Table" in effect at Wiener on the date of conclusion of the insurance contract, without the need for the Insured Person to be examined by the certifying physician, under reserve of item 3.
3. Should it be impossible to establish the degree of permanent health impairment based on the presented medical records, such a degree shall be determined by Wiener on the basis of examinations performed by the certifying physician appointed by Wiener.
4. The type and amount of benefits shall be determined after it has been established that there is a causal relationship between the accident and the permanent health impairment or death of the Insured Person, as applicable.
5. The causal relationship referred to in item 4 shall be established on the basis of evidence provided by the Insured Person and on the basis of the results of the examinations referred to in item 3.
6. The degree of the permanent health impairment shall be determined immediately after the completion of treatment, including, where applicable, rehabilitation treatment. If the treatment is prolonged, the final degree of permanent health impairment should be established not later than 12 months from the date of the accident.
7. When determining the degree of permanent health impairment, the type of work and other activities performed by the Insured Person shall not be taken into account.
8. When determining the degree of permanent health impairment, the previous loss of or damage to an organ or system shall be taken into account in such a way that the degree of permanent health impairment is determined as the difference between the degree concerning a given organ or system assigned after the accident, and the degree of impairment existing before the accident.
9. If the Insured Person who had suffered an accident died prior to the determination of the degree of permanent health impairment, and the death was not the consequence of such an accident, the benefit shall be determined according to the presumed degree of permanent health impairment, expressed as a percentage rate, determined by the certifying physician appointed by Wiener.
10. If the Insured Person received the benefit for health impairment and then died as a result of this accident, the death benefit shall be paid if it is higher than the benefit paid to the Insured Person in connection with their health impairment, taking into account the amount previously paid. The benefit shall be payable provided that death occurred within 12 months of the date of the accident.
11. If the Insured Person died after the degree of permanent health impairment had been determined, and there is no causal relationship between the death and the accident, the benefit for permanent health impairment which has not been paid before the death of the Insured Person shall be paid to the Beneficiary.
12. In the event of death of the Insured Person, the Beneficiary shall submit:
 - 1) a duplicate of the death certificate or a copy thereof;
 - 2) an official certificate of inheriting from the Insured Person or a document confirming family ties with the Insured Person – if the Beneficiary is the heir.

CLAUSE 3 INSURANCE AGAINST COSTS OF TREATMENT RESULTING FROM ACCIDENTS

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover the costs of treatment resulting from accidents.
2. The coverage is offered in the territory of the Republic of Poland.
3. The costs of treatment resulting from accidents shall be reimbursed by Wiener, provided that the accident took place in the territory of the Republic of Poland.
4. If the accident took place outside the Republic of Poland and the country of permanent residence, the costs of treatment resulting from accidents shall be covered under insurance against the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence, pursuant to Clause 1.
5. The costs referred to in item 3 shall be covered provided that:
 - 1) they were not covered under social insurance or any other title;
 - 2) the treatment was medically justified.
6. The costs of treatment resulting from accidents shall be covered provided that liability for the consequences of accidents existed.

§ 2. What is included in the costs of treatment?

1. The insurance against the costs of treatment resulting from accidents shall cover the costs of:

- 1) medical appointments, hospital stays, hospital treatments, surgical procedures;
- 2) diagnostic tests, outpatient procedures;
- 3) purchase of medicines, dressings and auxiliary products;
- 4) transport from the scene of the accident to the hospital or outpatient clinic.

§ 3. What is the amount of the sum insured?

1. The sum insured in respect of covering the costs of treatment shall amount to PLN 1,000.
2. The sum insured referred to in item 1 shall be the sum for one and all events occurring during the period of liability of Wiener.
3. The sum insured referred to in item 1 shall be reduced by each payment of the benefit under this insurance.

§ 4. What are the obligations of the Insured Person after a loss has occurred?

1. In addition to the obligations set out in § 13 of the GTCI, in the case of occurrence of an insured event, the Insured Person shall:
 - 1) make efforts to mitigate the consequences of the event by promptly obtaining medical assistance and undergoing recommended treatment, taking advantage, where possible, of the public health care system;
 - 2) obtain medical documentation pertaining to the treatment, confirming the diagnosis (medical diagnosis);
 - 3) release the physicians who provided or are currently providing medical care to the Insured Person after the accident from the obligation to maintain medical confidentiality – to the extent necessary to obtain information needed to verify the data provided by the Insured Person concerning their health – by submitting an appropriate declaration when filing a claim;
 - 4) enable Wiener to inquire about the circumstances of the covered event;
 - 5) secure evidence related to the accident in order to substantiate the claim;
 - 6) undergo, at Wiener's request, an examination by a physician appointed by Wiener or undergo clinical observation.
2. Wiener may request the Insured Person or their legal representative to grant a written consent to apply to the entities which provided health services to the Insured Person in order to obtain information required to verify the data provided by that person in connection with their health condition.

§ 5. How is the benefit determined and what amount is paid?

1. Determination of the legitimacy and amount of compensation or benefit due as a reimbursement of the costs of treatment resulting from accidents shall be made on the basis of receipts and proof of payment of fees for hospitalisation, medical assistance provided, transportation and for purchased medicines, dressings and medical aids.
2. The documents being the evidence of expenses incurred in connection with the provision of medical assistance to the Insured Person should contain the following information:
 - 1) details of the Insured Person;
 - 2) contact details of the medical facility providing assistance;
 - 3) stamp and signature of the physician or person authorised to represent a given medical facility;
 - 4) proof of payment for treatment costs or other expenses covered under the insurance contract.

CLAUSE 4 TRAVEL LUGGAGE INSURANCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover the travel luggage of the Insured Person.
2. The coverage is offered all over the world, excluding the Republic of Poland and the country of permanent residence.
3. Wiener shall provide cover for accidents consisting in the loss or destruction of, or damage to, travel luggage as a result of events referred to in item 4, related to its transport, storage or use during a foreign trip of the Insured Person during the insurance period.
4. Travel luggage shall be covered by insurance if and when it is under the direct care of the Insured Person or if it:
 - 1) has been entrusted for transport to a professional carrier on the basis of a transport document;
 - 2) has been put into storage against a receipt or has been placed at the Insured Person's place of accommodation in a locked place, except for a tent;
 - 3) has been locked in an individual luggage compartment at a hotel or bus/railway station;
 - 4) has been locked in a vehicle or other means of transport, provided that the travel luggage is placed in a locked trunk or in luggage compartments, so that it is not visible.

§ 2. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 4 of the GTCI, Wiener shall not be liable for any losses resulting from:
 - 1) a disaster or an accident involving a means of transport;
 - 2) an accident or a sudden illness of the Insured Person, as a result of which the Insured Person suddenly loses control over the luggage;
 - 3) loss of travel luggage put into storage;
 - 4) the following fortuitous events: lightning strike, blast, aircraft crash, fire, hurricane, hail, heavy rainfall, flood, land subsidence, landslide, avalanche, flooding.
2. The liability of Wiener shall not extend to:
 - 1) files, documents, travel tickets, keys, manuscripts, money and other legal tenders, securities, cheques, credit cards, payment cards, computer programmes and data, bills of exchange;

- 2) works of art, collections, musical instruments, any type of weaponry;
- 3) furs, gemstones, jewellery, gold, silver and platinum in the form of scrap and bars;
- 4) desktop computer equipment, data mediums, software, cassettes, discs, communications equipment and electronic equipment other than defined in § 2(5),
- 5) medical equipment, rehabilitation equipment, prostheses, all kinds of spectacles, contact lenses, and medicines;
- 6) items confiscated during customs clearance or deposited;
- 7) fragile items;
- 8) items the quantity or range of which indicates that they are intended for commercial use;
- 9) items used for trade, service or manufacturing activity;
- 10) resettlement property;
- 11) sports equipment;
- 12) losses whose value does not exceed PLN 100;
- 13) damage caused to cameras and electronic equipment resulting from defects and use of electric power with incorrect parameters;
- 14) losses consisting solely in damage to or destruction of suitcases, trunks and other luggage containers during transport by means of transport;
- 15) losses resulting from natural wear and tear or operation of the subject of insurance as a result of its normal use.

§ 3. What is the amount of the sum insured?

1. The sum insured shall be determined with the Policyholder at the time of conclusion of the insurance contract.
2. The sum insured for electronic equipment amounts to 50% of the sum insured for travel luggage referred to in item 1.
3. The sum insured for travel luggage constitutes the upper limit of liability of Wiener with regard to the travel luggage insurance, and its amount is indicated in the insurance document.
4. The sum insured referred to in item 1 shall be reduced by each payment of the benefit under this insurance.

§ 4. What are the obligations of the Insured Person after a loss has occurred?

1. In addition to the obligations set out in § 13 of the GTCI, in the event of a loss, the Insured Person shall take all steps necessary to collect documents and materials that make it possible to prove the occurrence of the loss and its amount and shall provide these to Wiener.
2. In addition, in the event of a loss, the Insured Person shall:
 - 1) in the case of a burglary or robbery – notify the local police department within 24 hours and obtain a written confirmation of the report along with a list of lost items;
 - 2) if the loss occurred when the travel luggage or electronic equipment was located at the place of accommodation – report it to the management of that place of accommodation and obtain a written confirmation of the report, together with a list of lost items as well as a signature and contact details (e.g. telephone number, e-mail address) of the person accepting the report;
 - 3) notify the relevant carrier of every loss pertaining to travel luggage that occurred in a means of transport and obtain a written confirmation of the report along with a list of lost items and contact details (e.g. telephone number, e-mail address) of the person accepting the report;
 - 4) provide Wiener with a list of destroyed or lost items, including their quantity, value and year of purchase, enclosing a proof of purchase, receipts or warranty cards, if these are in the possession of the Insured Person;
 - 5) submit medical documentation confirming that medical assistance was provided in connection with an accident or sudden illness.
3. If the Insured Person has recovered the lost items after the compensation has been paid, he or she shall report this fact to Wiener immediately. The compensation paid shall be reimbursed, in whole or in part, as appropriate, whereas the Insured Person shall reduce the reimbursed amount by the value of all damage or deficiencies in the recovered items.

§ 5. How is the benefit determined and what amount is paid?

1. The amount of loss shall be established in accordance with the actual value of the subject of loss as documented by the Insured Person.
2. The value of repair costs shall be determined based on a repair bill for the damaged items or any other document confirming the repair, submitted to Wiener for verification, or based on average prices applied by service providers in the country in which the repair was carried out, taking into account the actual extent of damage.
3. Repair costs must not exceed the actual value of the insured item.
4. Scientific, historic and collector values shall not be taken into account when determining the value of loss.
5. If the same travel luggage is insured against the same risk with two or more insurers simultaneously, for sums which jointly exceed its insurance value, Wiener shall be liable up to the proportion in which the sum insured accepted by Wiener remains to total sums arising from two or more insurance policies, as appropriate.

CLAUSE 5 INSURANCE AGAINST THIRD PARTY LIABILITY IN PRIVATE LIFE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover the third party liability of the Insured Person and of the persons for whom the Insured Person is liable under Polish law related to the performance of private life activities.
2. The coverage is offered worldwide;
3. Wiener shall cover third party liability for personal injury or property damage caused to the Aggrieved Person a result of a tortious act when travelling during

the period of Wiener's liability, from the moment of leaving the place of departure for the trip until the Insured Person returns to the place of departure for the trip.

4. In addition to the payment of the compensation or benefit due, within the amount of cover specified in the contract, Wiener also covers:
- 1) justified and necessary costs of actions aimed at mitigating the damage or preventing it from deteriorating, even if they prove ineffective;
 - 2) fees of experts appointed in agreement with Wiener to determine the circumstances or extent of the loss;
 - 3) necessary costs of legal defence in proceedings conducted at the request of or with the consent of Wiener.

§ 2. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 3 of the GTCI, Wiener shall not be liable for any losses:
 - 1) caused to close relatives of the Insured Person or persons living in the same household,
 - 2) caused as a result of professional malpractice;
 - 3) caused by the actions of the Insured Person or persons for whom the Insured Person is responsible following alcohol consumption;
 - 4) occurring as a result of infringement of personal rights or intellectual property rights;
 - 5) caused to movables located in rented hotel rooms, a guest house or on a tourist farm, if the value of the damage does not exceed EUR 100;
 - 6) consisting in the payment of any financial penalties, court or administrative fines, contractual amounts (including advance payments and liquidated damages for withdrawal from the contract) and public law liabilities;
 - 7) consisting in damage to or destruction or loss of any monetary values, securities, documents, data mediums, jewellery, precious metals, collections, works of art, as well as any payment and credit cards having the form of pure financial losses, i.e. losses other than personal injury or property damage;

- 8) in movable property items other than those referred to in item 6) used by the Insured Person on the basis of a rental, sublet, lease, lending, use or other civil law contract;
 - 9) resulting from possessing, driving or using any motor vehicles, aircraft and watercraft, machinery and agricultural equipment, except for the use of water equipment.
2. Wiener shall also not be liable for losses covered by a mandatory insurance scheme – also where the Insured Person failed to fulfil the obligation to acquire insurance.

§ 3. What is the amount of the sum guaranteed?

1. The sum guaranteed shall be determined with the Policyholder at the time of conclusion of the insurance contract.
2. The sum guaranteed for third party liability in private life covering personal injury or property damage shall constitute the upper limit of liability of Wiener, and its amount shall be indicated in the insurance document.
3. The sum guaranteed referred to in item 1 shall apply to one and all events occurring during the insurance period and shall be reduced by each amount of the benefit or compensation paid, which the Insured Person is obliged to pay to the Aggrieved Person for damage arising out of insurance against third party liability in private life.
4. The costs referred to in § 1(3) shall be credited towards the sum guaranteed.

CLAUSE 6 ASSISTANCE INSURANCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover the arrangement and provision of additional assistance during a foreign trip of the Insured Person in accordance with the table below.

Additional assistance	Sums insured and liability limits
early return to the country	YES
financial assistance	EUR 2,000
legal assistance	EUR 1,200
substitute driver	EUR 1,000
transport of animals accompanying the Insured Person abroad	EUR 400
reimbursement of ski pass costs	EUR 200
sending essential personal items	YES
replacement on a business trip	EUR 1,000
costs of accommodation and board in the event that the travel agency goes bankrupt	EUR 100/day, 5 days maximum
assistance in the event of quarantine and forced isolation due to COVID-19	EUR 100/day, 10 days maximum

2. The coverage is offered all over the world, excluding the Republic of Poland and the country of permanent residence.
3. At the request of the Policyholder and upon payment of an additional premium, the scope of insurance may also be extended to include additional assistance in the event of quarantine and forced isolation due to COVID-19.

§ 2. What types of assistance are covered?

1. Pursuant to this Clause, the insurance covers the following assistance services:
 - 1) early return to the country – if the Insured Person is forced to make a sudden, early return to the Republic of Poland or the country of permanent residence of the Insured Person, and the original means of transport cannot be used, the Wiener Emergency Centre shall arrange and cover the costs of land transport of the Insured Person, and should the transport time exceed 12 hours – the costs of an economy class air ticket. The services shall be provided on condition that the early return is due to:
 - a) a sudden illness or accident requiring immediate hospitalisation of a close relative or their death;
 - b) a documented event affecting the Insured Person's apartment or home, i.e. a burglary, fire, or flooding.

The Insured Person shall contact the Wiener Emergency Centre and document the reason for early return to the Republic of Poland or the country of permanent residence of the Insured Person, presenting, respectively: medical documentation from hospital, death certificate of a close relative, police report, cer-

tificate of the building management company or other documents confirming the need for such early return;

- 2) financial assistance – the Wiener Emergency Centre shall grant financial assistance in the event that:

- a) the Insured Person was arrested and is obliged to pay bail required under the laws of the country concerned in order to be released from custody;
- b) the means of payment of the Insured Person, such as: cash, credit cards, payment cards, have been lost or destroyed.

Financial assistance shall be granted only on the condition that the Wiener Emergency Centre receives, from the Insured Person or a person authorised by the Insured Person, a written commitment to repay the financial assistance provided.

Financial assistance shall be provided up to the equivalent of EUR 2,000. The amounts paid as financial assistance should be refunded to Wiener within 30 days from the date of return to the country but not later than 90 days from the date on which assistance was provided.

The Insured Person shall pay back the financial assistance in the amount in which it was granted.

- 3) legal assistance – if the Insured Person requires legal assistance related to third party liability under the law applicable in the country in which the Insured Person is staying during the foreign trip, the Wiener Emergency Centre shall arrange legal assistance and cover the lawyer's and interpreter's fees up to a maximum of EUR 1,200 for one and all events occurring during the insurance period. Wiener shall not be liable if the problem of the Insured

Person concerns his or her business, professional activity or the possession or operation of a motor vehicle;

- 4) substitute driver – if the health condition of the Insured Person in connection with a sudden illness or accident, confirmed in writing by the attending physician abroad, does not allow the Insured Person to drive the car by which he or she previously travelled, to return to the Republic of Poland or the country of permanent residence, and during the trip abroad the Insured Person is not accompanied by any person holding a driver's licence and capable of driving the vehicle, the Wiener Emergency Centre shall arrange and cover the costs related to a substitute driver up to the equivalent of EUR 1,000. The costs associated with a substitute driver do not include the purchase of fuel, motorway tolls, vignettes, vehicle insurance, the costs of accommodation and meals. The Wiener Emergency Centre shall not cover any additional transport costs if the number of persons taking part in the return journey, with the substitute driver included, is greater than the number of seats for which the vehicle is registered;
 - 5) transport of animals accompanying the Insured Person abroad – in the event of hospitalisation lasting more than 7 days or death of the Insured Person as a result of a sudden illness or accident, Wiener shall cover the costs of transporting a dog or cat to a person designated to take care of the animal in the territory of the Republic of Poland, up to a maximum of EUR 400, provided that the animals were under the sole care of the Insured Person during the trip;
 - 6) reimbursement of ski pass costs – in the event of a sudden illness or accident of the Insured Person, documented by medical records, Wiener shall reimburse the costs of the unused ski pass entitling the Insured Person to use ski lifts or take part in ski school or snowboard school lessons, if it is not possible to return the pass to the seller. Reimbursement shall be made for full unused days based on the unused pass received, up to the equivalent of EUR 200;
 - 7) sending essential personal items – at the request of the Insured Person, the Wiener Emergency Centre shall arrange and cover the costs of sending personal items which are necessary for the Insured Person to continue the trip abroad, if the Insured Person's personal items taken for the trip have been damaged or destroyed as a result of a sudden illness or accident covered by the liability of Wiener. The items shall be sent to the Insured Person's place of stay abroad, provided that they are delivered by a person designated by the Insured Person to the Wiener Emergency Centre;
 - 8) replacement on a business trip – if as a result of a sudden illness or accident covered by the liability of Wiener the Insured Person is not able to perform his or her professional duties for a period of at least 7 days, the Wiener Emergency Centre shall arrange and cover the costs of business travel of a person designated to replace the Insured Person, up to the equivalent of EUR 1,000;
 - 9) covering the costs of accommodation and board in the event that the travel agency goes bankrupt – in the event of bankruptcy of the travel agency which organised the Insured Person's trip, Wiener shall cover the costs of board and accommodation of the Insured Person, if the Insured Person is not able to return to the Republic of Poland or the country of permanent residence, up to the equivalent of EUR 100 for one day and for a maximum of 5 days;
 - 10) assistance in the event of quarantine and forced isolation due to COVID-19 (upon payment of an additional premium) – coverage of additional costs of accommodation, board and transport (if the Insured Person is forced to extend his or her stay abroad due to being quarantined as a result of contact with a person who is infected or suspected of being infected with COVID-19 or government decisions of the country in which the Insured Person is staying at the travel event), up to EUR 100 per day / person, for 10 days maximum; assistance insurance against quarantine and forced isolation due to COVID-19 shall be effective provided that:
 - a) the Insured Person has a negative result of a PCR or antigen test, performed within 72 hours prior to commencing travel, or
 - b) the Insured Person has undergone a full vaccination routine against COVID-19 and at least 14 days have passed between the vaccination and the commencement of their travel, or
 - c) the Insured Person has recovered from COVID-19 within months prior to the commencement of travel, confirmed by a PCR test or antigen test or a quarantine completion certificate.
4. Assistance insurance shall not cover the following:
- 1) any costs incurred by the Insured Person without the prior consent of Wiener or the Wiener Emergency Centre;
 - 2) any costs and obligations related to the arrest or provisional detention of the Insured Person in connection with a breach of the law.

§ 3. How is the sum insured determined?

1. In order to determine the amount of the sum insured in PLN, the average exchange rate of 1 euro, as defined by the National Bank of Poland and being in effect on the last business day preceding the date of conclusion of the insurance contract, shall be taken into account.
2. The amounts referred to in item 2(2), (3), (4), (5), (6), (8), (9) and (10) shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment referred to in § 4(1) of Clause 1.
3. The sum insured referred to in item 1 and 2 shall be reduced by each payment related to insurance coverage under the assistance insurance contract concluded.

§ 4. How is the compensation determined?

In addition to the obligations set out in § 13 of the GTCI, in the case of occurrence of an insured event in respect of treatment costs relating to COVID-19, the Insured Person shall provide Wiener with one of the following documents:

- 1) a negative result of a PCR or antigen test, performed within 72 hours prior to commencing travel,
- 2) confirmation of undergoing of a full COVID-19 vaccination routine,
- 3) a positive result of a PCR or antigen test or a quarantine completion certificate confirming COVID-19 infection within 6 months prior to commencing travel.

CLAUSE 7 SPORTS EQUIPMENT INSURANCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover sports equipment belonging to the Insured Person.
2. The coverage is offered worldwide:
3. Wiener shall provide cover for accidents consisting in the loss or destruction of, or damage to, sports equipment as a result of events referred to in item 4, related to its transport, storage or use during the Insured Person's trip outside his or her place of residence or stay during the period of insurance cover.
4. To the extent covered by this Clause, Wiener shall be liable for losses resulting from:
 - 1) a disaster or an accident involving a means of transport;
 - 2) an accident or a sudden illness of the Insured Person, as a result of which the Insured Person suddenly loses control over the sports equipment;
 - 3) burglary into locked premises;
 - 4) loss of sports equipment put into storage;
 - 5) robbery;
 - 6) the following fortuitous events: lightning strike, blast, aircraft crash, fire, hurricane, hail, heavy rainfall, flood, land subsidence, landslide, avalanche, flooding.
5. Sports equipment shall be covered by insurance if and when it is under the direct care of the Insured Person or if it:
 - 1) has been entrusted, for transportation-related purposes, to a professional carrier on the basis of a transport document;
 - 2) has been put into storage against a receipt or has been placed at the Insured Person's place of accommodation in a locked place, except for a tent;
 - 3) has been locked in a vehicle or other means of transport, provided that the sports equipment is placed in a locked trunk or in luggage compartments, so that it is not visible.
6. The insurance does not cover professional sports equipment.

§ 2. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 4 of the GTCI, Wiener shall not be liable for any losses:
 - 1) arising from confiscation of sports equipment during customs clearance;
 - 2) not exceeding the equivalent of PLN 100;
 - 3) to sports equipment resulting from its manufacturing defects.
 - 4) resulting from natural wear and tear or operation of the subject of insurance as a result of its normal use.
 - 5) resulting from the use of sports equipment contrary to the intended purpose or manufacturer's instructions.

§ 3. What is the amount of the sum insured?

1. The sum insured shall be determined with the Policyholder at the time of conclusion of the insurance contract.
2. The sum insured referred to in item 1 constitutes the upper limit of liability of Wiener with regard to the sports equipment insurance, and its amount is indicated in the insurance document.
3. The sum insured referred to in item 1 shall be reduced by each payment of the benefit under this insurance.

§ 4. What are the obligations of the Insured Person after a loss has occurred?

1. In addition to the obligations set out in § 13 of the GTCI, in the event of a loss, the Insured Person shall take all steps necessary to collect documents and materials that make it possible to prove the occurrence of the loss and its amount and shall provide these to Wiener.
2. In addition, in the event of a loss, the Insured Person shall:
 - 1) in the case of a burglary or robbery – notify the local police department within 24 hours and obtain a written confirmation of the report;
 - 2) if the loss occurred when the insured sports equipment was located at the place of accommodation – report it to the management of that place of accommodation and obtain a written confirmation of the report, together with a list of lost equipment as well as a signature and contact details (e.g. telephone number, e-mail address) of the person accepting the report;
 - 3) notify the relevant carrier of every loss pertaining to sports equipment that occurred in a means of transport and obtain a written confirmation of the report along with a list of lost items and contact details (e.g. telephone number, e-mail address) of the person accepting the report;
 - 4) provide Wiener with a list of destroyed or lost sports equipment, including its quantity, value and year of purchase, enclosing a proof of purchase, receipts and warranty cards, if these are in the possession of the Insured Person;
 - 5) submit medical documentation concerning the medical assistance provided in connection with an accident or sudden illness.
3. If the Insured Person has recovered the lost sports equipment after the compensation has been paid, he or she shall report this fact to Wiener immediately. The compensation paid shall be reimbursed, in whole or in part, as appropriate, whereas the Insured Person shall reduce the reimbursed amount by the value of all damage or deficiencies in the recovered items.

§ 5. How is the benefit determined and what amount is paid?

1. The amount of loss shall be established in accordance with the actual value of the subject of loss as documented by the Insured Person.
2. The value of repair costs shall be determined based on a repair bill for the damaged items or any other document confirming the repair, submitted to Wiener for verification, or based on average prices charged by service, taking into account the actual extent of damage.
3. Repair costs must not exceed the actual value of the insured asset.

4. Scientific, historic and collector values shall not be taken into account when determining the value of loss.
5. If the same insured asset is insured, simultaneously, against the same risk with two or more insurers, for sums which jointly exceed its insurance value, Wiener shall be liable up to the proportion in which the sum insured accepted by Wiener remains to total sums arising from two or more insurance policies, as appropriate.

CLAUSE 8 SEARCH AND RESCUE COSTS INSURANCE

§ 1. What is the subject and scope of insurance?

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance offered under this Clause shall cover documented costs incurred for search and rescue operations carried out by specialised rescue services, i.e.:
 - 1) search costs;
 - 2) costs of providing medical assistance at the scene of the accident;
 - 3) costs of transport from the scene of the accident to the nearest medical facility.
2. The coverage is offered all over the world, excluding the Republic of Poland and the country of permanent residence.

§ 2. What are the additional exclusions of liability of Wiener?

1. In addition to the limitations and exclusions of liability specified in § 4 of the GTCI, the insurance does not cover search and rescue costs related to the arrest or provisional detention of the Insured Person in connection with a breach of the law.
2. No reimbursement shall be made if the search and rescue costs arose due to an unjustified call requiring the presence of emergency or medical services.

§ 3. What is the amount of the sum insured?

1. The sum insured for search and rescue costs shall be the PLN equivalent of EUR 10,000.
2. In order to determine the amount of the sum insured in PLN, the average exchange rate of 1 euro, as defined by the National Bank of Poland and being in effect on the last business day preceding the date of conclusion of the insurance contract, shall be taken into account.
3. The sum insured referred to in item 1 shall be separate from the sum insured specified in the insurance contract with regard to the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence referred to in § 3(1) of Clause 1.
4. The sum insured referred to in item 1 shall be reduced by each payment of the benefit under this insurance.

§ 4. What are the obligations of the Insured Person after a loss has occurred?

In addition to the obligations set out in § 13 of the GTCI, in the case of occurrence of an event covered under this Clause, the Insured Person shall:

- 1) report the event to the Wiener Emergency Centre immediately;
- 2) in order to obtain a guarantee for the coverage of the costs of emergency medical assistance or transport costs or the organisation of search activities – contact the Wiener Emergency Centre immediately;
- 3) present any and all documents confirming the occurrence of the event, and inform of the fact that specific expenses have been incurred in this respect.

§ 5. How is the compensation determined?

The determination of the legitimacy and amount of compensation for the reimbursement of search and rescue costs shall be made on the basis of receipts or other evidence confirming the amount of search and rescue costs.

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