



**Insurance against the cost of treatment outside
the Republic of Poland and the country
of permanent residence during foreign travel**

- 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: Cost of treatment outside the Republic of Poland and the country of permanent residence during foreign 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, 16 and 18 of section II of the Annex to the Act on Insurance and Reinsurance Activity.



What is covered?

- ✓ Depending on the choice made of the Policyholder, the following are covered:
 - 1) 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;
 - 2) under an accident insurance policy – health and life of the Insured Person. The insurance covers a benefit for permanent health impairment and a death benefit, as well as a benefit for permanent inability to work, professional retraining costs, costs of daily hospital benefit, heart attack and stroke benefit, and adaptation of the place of residence or a vehicle;
 - 3) under a travel luggage and electronic equipment (including business equipment) insurance policy – the property of the Insured Person. Accidents involving a loss or destruction of, or damage to luggage or electronic equipment, including business equipment, during transport, storage or use when travelling are covered;
 - 4) under a sports equipment insurance policy – the property of the Insured Person. Accidents involving a loss or destruction of, or damage to, sports equipment during transport, storage or use when travelling are covered;
 - 5) third party liability (TPL) of the Insured Person in private life. Personal injuries or property damage caused by a tortious act when traveling are covered.
 - 6) under an assistance insurance policy – reimbursement of costs connected with organising and providing assistance during the Insured Person's travel;
 - 7) reimbursement of search and rescue costs incurred in connection with search and rescue operations carried out by specialised rescue services;
 - 8) reimbursement of costs resulting from travel delays, cancellation of travel or accommodation arrangements or travel tickets;
 - 9) reimbursement of travel costs incurred by a substitute employee or of the costs of hiring a driver.
- ✓ The sum insured shall be determined separately for each type of coverage included in the product.



What is not covered?

- X No compulsory coverage is offered under the product.



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 alcohol, drugs, psychotropic drugs or other similar agents;
 - 4) actions of the Insured Person in a state after consumption of alcohol or in a state of intoxication, under the influence of drugs, psychotropic drugs or other intoxicants;
 - 5) warfare, martial law, state of emergency;
 - 6) participation of the Insured Person in test drives, as well as accidents occurring when doing stunts.
- ! 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 competitive sports or high-risk sports (unless the Parties have included it in the scope of insurance);
 - 3) in connection with the treatment of chronic illnesses, including cancer or tropical diseases (unless the Parties have included it in the scope of insurance);
 - 4) in connection with learning or practising motorsports (unless the Parties have included it in the scope of insurance);
 - 5) in connection with learning or practising sports and martial arts (unless the Parties have included it in the scope of insurance);
 - 6) in connection with rehabilitation treatment;
 - 7) prior to the commencement of the insurance period.
- ! Under insurance against the costs of treatment of the Insured Person outside the Republic of Poland and the country of permanent residence, the insurance does not cover, among others:
 - 1) expenditure on special nutrition, spa and health resort stays, plastic surgeries, dental procedures, including preventive and prosthetic treatment;
 - 2) 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;
 - 3) 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;
 - 4) 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) any diseases or medical conditions, even if they occur suddenly;
 - 2) 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) files, documents, travel tickets, keys, manuscripts, money and legal tenders, securities, cheques, credit cards, payment cards, computer programmes and data, bills of exchange;
 - 2) desktop computer equipment, data mediums, software, cassettes, discs, communications equipment;
 - 3) exclusive damage to or destruction of suitcases, trunks and other luggage containers;
 - 4) sports equipment;
 - 5) items used in connection with trade, service or manufacturing activity;
 - 6) damage caused to cameras and electronic equipment resulting from defects and use of electric power;
- ! Under a sports equipment (including professional equipment) insurance policy, the following types of losses are not covered, inter alia:
 - 1) resulting from manufacturing defects;
 - 2) resulting from natural wear and tear or use;
 - 3) resulting from use that is contrary to the intended purpose or manufacturer's instructions.
- ! Under a TPL insurance policy, the following types of losses are not covered, inter alia:
 - 1) caused to persons living with the Insured Person 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, performed after consuming alcohol or while being in a state of intoxication;
 - 4) resulting from possessing, driving or using any motor vehicles, aircraft and watercraft, machinery and agricultural equipment, except for the use of water equipment.
- ! Under a policy insuring against search and rescue costs - costs incurred in the connection with the following are not covered, inter alia:
 - 1) arrest or provisional detention of the Insured Person due to the Insured Person having broken the law;
 - 2) unjustified call for emergency or medical services.
 - ! Under a policy insuring against the costs resulting from travel delays, cancellation of travel and cancellation of accommodation or travel tickets, the following costs are not covered, inter alia:
 - 1) charter flights;
 - 2) tickets for multiple trips;
 - 3) tickets where the date of departure or arrival is not clearly defined;
 - 4) fees where the cancellation of a travel ticket was caused by an obstacle to travel resulting from health-related consequences or medical complications related to pregnancy, abortion, childbirth or miscarriage and cancellation of travel by the employer.
 - ! Under of a policy offering insurance against travel expenses incurred by a substitute employee or costs of hiring a driver, the insurance does not cover fuel costs, highway tolls, parking fees, accommodation costs and any other expenses incurred by the Insured Person during the Insured Person's return to the Republic of Poland or to another country of permanent residence.
 - ! Other exclusions and limitations of liability shall be set out in the general terms and conditions of insurance.



Where is the coverage valid?

- ✓ under a policy insuring insurance against treatment costs outside the territory of the Republic of Poland and the country of permanent residence, assistance insurance, insurance policy covering travel luggage and electronic equipment, including business equipment, insurance policy covering sports equipment, policy insuring against search and rescue costs, policy insuring against travel expenses of a substitute employee or costs of hiring a driver, policy insuring against costs resulting from travel delays or cancellation of a foreign trip, coverage is provided worldwide, including in European countries, excluding the Republic of Poland and the country of permanent residence;
- ✓ under a policy insuring against the costs of treating the consequences of accidents, coverage is provided solely in the territory of the Republic of Poland;
- ✓ under an accident insurance policy and a third party liability insurance in private life policy, coverage is provided worldwide, including in European countries, excluding the Republic of Poland and the country of permanent residence, with the proviso that Wiener TU S.A. Vienna Insurance Group (hereinafter: Wiener) shall also be liable when the Insured Person is on the way – from the place of residence directly to the border of the country of residence (no longer than 12 hours) and on the way back from the border of the country of residence directly to the place of residence (no longer than 12 hours), no later than on the final date of insurance coverage indicated in the policy;
- ✓ under a policy insuring against costs resulting from the cancellation of accommodation or travel ticket, coverage is provided worldwide, including in European countries, including the Republic of Poland and the country of permanent residence.



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:
 - prior to entering into 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;
 - 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.



How and when do I pay premiums?

The premium can be paid in full or in instalments. The premium amounts and their due dates are set forth in the insurance contract.



When does insurance coverage commence and conclude?

- 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, unless the parties agree otherwise.
- The coverage shall conclude:
 - upon expiry of the insurance period for which it has been concluded;
 - upon withdrawal from the insurance contract by the Policyholder;
 - at the end 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 contract.



How do I terminate the contract?

- The Policyholder may terminate the contract at any time by observing a 30-day notice period.
- 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.
- The Policyholder's notice of termination of the contract shall be made in writing and delivered to Wiener by registered mail.

The table below contains information on material provisions of the general terms and conditions of insurance. Such information is required under Article 17(1) of the Act on Insurance and Reinsurance Activity.

Type of information		GTCI clause
Circumstances obliging Wiener to pay insurance compensation or benefits	GTCI - insurance against the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence during foreign travel – general part	§1, items 1 - 2, 5, 8, §8, §14, item 1, § 16, with reference to applicable terms defined in § 2 of the general part
	Clause 1 - Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence	§1, §3, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 2 - Accident insurance	§1, §3, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 3 - Assistance insurance	§1, §2, with reference to applicable terms defined in § 2 of the general part
	Clause 4 - Insurance for travel luggage and electronic equipment	§1, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 5 - Sports equipment insurance	§1, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 6 - Insurance against third party liability in private life	§1, with reference to applicable terms defined in § 2 of the general part
	Clause 7 - Search and rescue costs insurance	§1, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 8 - Insurance against travel delays, cancellation of travel, accommodation or travel ticket	§1, §4, with reference to applicable terms defined in § 2 of the general part
	Clause 9 - Insurance against travel expenses of a substitute employee or costs of hiring a driver	§1 items 1 - 2, §4, with reference to applicable terms defined in § 2 of the general part

Limitations and exclusions of Wiener liability allowing it to refuse to pay or reduce the payment of compensation and other benefits	GTCL - insurance against the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence during foreign travel – general part	§3 items 4, 6, 8, §4, §6 item 3, §8, §9 items 1 - 2, §10 item 6, §13, §15, §16 items 4, 8, 9, §18 item 3, §20 items 2 - 3, with reference to applicable terms defined in § 2 of the general part
	Clause 1 - Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence	§1 items 2 - 4, §2, with reference to applicable terms defined in § 2 of the General Part
	Clause 2 - Accident insurance	§1 items 2 - 3, §3, §4 items 4, 7- 11 with reference to applicable terms defined in § 2 of the General Part
	Clause 3 - Assistance insurance	§1 item 2 with reference to applicable terms defined in § 2 of the General Part
	Clause 4 - Insurance for travel luggage and electronic equipment	§1 items 2 - 3, §2, §4 item 3, §5 items 3 - 5, with reference to applicable terms defined in § 2 of the General Part
	Clause 5 - Sports equipment insurance	§1 item 2 - 5, §2, §4 item 3, §5 items 1, 3 - 5, with reference to applicable terms defined in § 2 of the General Part
	Clause 6 - Insurance against third party liability in private life	§1 item 1, §2, with reference to applicable terms defined in § 2 of the General Part
	Clause 7 - Search and rescue costs insurance	§2, with reference to applicable terms defined in § 2 of the General Part
	Clause 8 - Insurance against travel delays, cancellation of travel, accommodation or travel ticket	§1 items 3, 4, §2 §5 items 4 - 5, with reference to applicable terms defined in § 2 of the General Part
	Clause 9 - Insurance against travel expenses of a substitute employee or costs of hiring a driver	§1 items 2, 4, §2, with reference to applicable terms defined in § 2 of the General Part

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I. GENERAL PROVISIONS AND DEFINITIONS

§ 1. General provisions

1. These General Terms and Conditions of Insurance against the costs of treatment outside the territory of the Republic of Poland and the country of permanent residence during foreign trips (hereinafter referred to as the 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;
- 6) **travel ticket** – a document issued by or on behalf of a carrier (air, ferry, coach, rail, etc.), confirming the booking or the purchase of a ticket. Tickets must be issued for a foreign trip which begins in the territory of the Republic of Poland or in the country of permanent residence. The purchase of an electronic ticket shall be documented in the form of a confirmation containing the number and price;
- 7) **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;
- 8) **Emergency Centre** – an entity acting on behalf of Wiener, having representative offices outside the territory of the Republic of Poland and being responsible for handling claims, including those related to medical treatment abroad and assistance provided to the insured persons; the Emergency Centre's telephone numbers are specified in the insurance document;
- 9) **disease** – a reaction of the body to a pathogen, manifested by functional disorders or damage to the structure of the body, causing undesirable symptoms;
- 10) **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;
- 11) **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;
- 12) **tropical diseases** – a disease from a group of illnesses with varying aetiologies, prevailing in subtropical and equatorial zones;
- 13) **heavy rainfall** – rainfall with a coefficient of at least 4, determined on the basis of the measurement data of the Institute of Meteorology and Water Management (IMI GW); if no Institute of Meteorology and Water Management measuring station is present in the vicinity of the location where the damage has occurred, the actual state and extent of damage at the place of its occurrence that clearly indicates the effects of heavy rainfall shall be taken into consideration;
- 14) **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;
- 15) **hail** – precipitation consisting of ice chunks;
- 16) **hurricane** – winds reaching the speed of not less than 17.5 m/s and causing mass-scale or isolated damage; the occurrence of this phenomenon should be confirmed by the Institute of Meteorology and Water Management (IMI GW) – where such confirmation cannot be obtained, the actual state and extent of damage at the place of its occurrence or in the nearest vicinity, proving the occurrence of such winds shall be taken into consideration;
- 17) **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.
- 18) **theft** – seizure of property for the purpose of its misappropriation;
- 19) **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, provided that the perpetrator has left the marks of using such tools, 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;
- 20) **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;
- 21) **avalanche** – a mass of snow, ice, rocks, stones, earth or mud suddenly slipping, falling or rolling down a mountainside in mountainous or rolling terrain;
- 22) **outpatient treatment** – provision of healthcare services by legally operating healthcare providers to persons who do not require around the clock or all-day care;
- 23) **conservative dental treatment** – treatment of caries, treatment of necrotic lesions, root canal treatment, replacement of damaged fillings, treatment of gum diseases (periodontitis, plaque removal);
- 24) **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 recommended by a physician is also considered rehabilitation treatment;
- 25) **number of man-days** – the product of the number of Insured Persons and the number of days in which these persons enjoy insurance coverage;
- 26) **International Certificates of Vaccination, the so-called "Yellow Card"** – proof of vaccination issued by authorised bodies;
- 27) **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; A sudden illness shall not include pre-diagnosed diseases which were pre-existing at the time at which the insurance coverage of the Insured Person commenced, as well as their consequences, or diseases treated prior to the commencement of the insurance period;
- 28) **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 the end of the trip;
- 29) **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;
- 30) **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;
- 31) **close relative** – spouse, cohabitant, concubine, sibling, ascendants (parents, grandparents, great-grandparents), descendants (children, grandchildren, great-grandchildren), stepfather, stepmother, parents-in-laws, son-in-law, daughter-in-law, adoptees, children adopted for upbringing, adoptive parents;
- 32) **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;
- 33) **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;
- 34) **third party** – a person other than the Insured Person or a close relative. A person insured under the same insurance contract as the Insured Person shall not be considered a third party;
- 35) **landslide** – the movement of earth down slopes, not caused by human activity;
- 36) **hospital stay** – a stay by the Insured Person in a hospital or clinic due to an accident or illness. Within the meaning of the GTCI, a day of hospital stay shall be a calendar day on which the Insured Person was staying at a hospital, regardless of how long this stay lasted on that specific day. The first day of hospital stay shall be the date of admission to the hospital, and the last day – the day of discharge from the hospital;
- 37) **foreign trip** – a business or private trip or temporary stay outside the Republic of Poland and the country of permanent residence of the Insured Person, which begins when the Insured Person crosses the border of the Republic of Poland or the country of permanent residence and ends when the Insured Person returns to the Republic of Poland or the country of permanent residence;
- 38) **domestic trip** – a business or private trip within the Republic of Poland or the country of permanent residence of the Insured Person;
- 39) **open policy** – a document confirming the conclusion of an insurance contract in which the rotation of Insured Persons belonging to a uniform community and qualified as being a part of the same insurance risk group occurs;
- 40) **aggrieved party** – 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;
- 41) **fire** – a fire that has spread beyond a hearth or that started spontaneously and has spread on its own;

- 42) **flood** – flooding of specific areas as a result of a rise in the level of flowing or standing waters or as a result of a rise in the level of marine coastal waters;
- 43) **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);
- 44) **gainful employment** – activities undertaken by the Insured Person outside the territory of the Republic of Poland and the country of permanent residence, for which the Insured Person receives remuneration, regardless of the legal basis of employment; gainful employment within the meaning of the GTCI shall also include activities such as voluntary work, apprenticeship in a workshop or a factory; if the Insured Person's work includes both manual labour and mental effort, it shall be assumed that the Insured Person performs manual labour;
- 45) **convalescence** – the period of time in which one recovers and regenerates after an illness, accident or surgery;
- 46) **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:
- 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;
 - 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;
- 47) **premium** – the amount the Policyholder is obliged to pay to Wiener under the insurance contract;
- 48) **high-risk sports** – abseiling, alpinism, cave alpinism, hot-air ballooning, bobsleighing, 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.
- 49) **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;
- 50) **motorsport** – a sports discipline involving competing with the use of land vehicles powered by engines, usually internal combustion engines, as well as jet, turbine or rocket engines;
- 51) **electronic equipment** – cameras (analogue and digital), portable computer equipment, tablets, video cameras (analogue and digital), sports cameras, drones, mobile phones, e-book readers, discmans, MP3 players, wireless headphones, portable drives, powerbanks;
- 52) **business equipment** – portable electronic equipment which an employee needs to perform their duties during a business trip abroad, entrusted to the Insured Person by or at the request of the Policyholder, so that the Insured Person is able to perform their business duties;
- 53) **professional sports equipment** – equipment used for practising competitive sports or high-risk sports;
- 54) **water equipment** – rowing boats, racing shells, canoes and pedal boats, surfing boards, pontoons, sailing yachts with a sail area of up to 10 m²;
- 55) **state after consumption of alcohol** – a condition which occurs when the amount of alcohol present in the system equals or leads to:
- blood alcohol content of 0.2‰ or more; or
 - alcohol content of at least 0.1 mg in 1 dm³ of exhaled air;
- 56) **state of intoxication** – a condition which occurs when the amount of alcohol present in the system equals or leads to:
- blood alcohol content of over 0.5‰, or
 - alcohol content of over 0.25 mg in 1 dm³ of exhaled air;
- 57) **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;
- 58) **personal injury** – a consequence of an insured event in the form of bodily injury, health disorder or death;
- 59) **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;
- 60) **compulsory vaccination** – vaccination against yellow fever, as required when travelling to countries in which the disease is prevalent (endemic countries in Africa and South America);
- 61) **recommended vaccination** – vaccination recommended depending on the epidemiological situation of a given country, duration and purpose of travel, place of stay, immunity and age of the traveller; recommended vaccinations include, inter alia, vaccinations against hepatitis A and B, diphtheria, tetanus, polio, typhoid fever and meningitis. Detailed information on vaccinations recommended for each country and region, with the current epidemiological situation taken into consideration, is published and updated on the website of the World Health Organisation (WHO) www.who.int/ith;
- 62) **aids** – remedies recommended by a physician that are necessary to support treatment offered in connection with an illness or an accident, such as: corsets, prostheses (except dental prostheses), braces, crutches, stabilisers, orthopaedic aids, hearing aids, corrective glasses, corrective lenses, wheelchair;
- 63) **means of payment** – cash, payment and credit cards, cheques;
- 64) **benefit** – a compensation for personal injury, e.g. treatment costs, annuity or compensation for a third party, paid out on a one-off or recurring basis;
- 65) **hospital** – a healthcare institution providing round-the-clock in-patient care, offering suitable diagnostic and treatment procedures 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;
- 66) **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;
- 67) **"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;
- 68) **Policyholder** – a natural person, a legal person or an organisational unit without legal personality that enters into the insurance contract and is obligated to pay the insurance premium;
- 69) **Insured Person** – a natural person on whose account the Policyholder has entered into the insurance contract;
- 70) **cerebral infarction** – a sudden brain dysfunction which lasts more than 24 hours, results from vascular factors (haemorrhage, thrombus, embolism) and causes deficits that last more than 3 months and is confirmed by the results of imaging tests – CT or MRI. Cerebral infarction does not include a transient ischemic attack (TIA);
- 71) **lightning strike** – a direct atmospheric discharge onto an insured object, causing a surge of an electrical charge through that object;
- 72) **insurance contract** – an insurance contract concluded between the Policyholder and Wiener and confirmed by the policy;
- 73) **aircraft crash** – a crash or forced landing of an airplane or other aircraft, or the fall of its parts or transported cargo onto an insured asset;
- 74) **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:
- to the spouse of the Insured Person, unless separation has been declared;
 - to the children of the Insured Person – in the absence of a spouse, in equal shares;
 - 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;
 - 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;
- 75) **replacement value** – the costs of restoring property to an as-new, but not improved condition. This includes the costs of repair, replacement or purchase of a new item of the same kind, type and with the same or similar parameters. The replacement value only applies to those assets of the Insured Person which are not older than 5 years as at the conclusion of the contract. Actual value is determined for older assets.
- 76) **actual value** – the value corresponding to the purchase cost of a new item, less the degree of actual wear and tear.
- 77) **blast** – a blast shall be regarded as:
- explosion – a sudden change in the system's equilibrium with the simultaneous release of gas, dust or steam, triggered by its proliferation properties; as regards pressure vessels and other containers of this type, the condition for recognising the damage as caused by an explosion is the fact that the walls of these containers have been torn to such an extent that sudden pressure compensation has taken place due to the release of gas, dust, steam or liquid;
 - implosion – a sudden damage to a container or pressure vessel due to external pressure significantly exceeding the internal pressure;
- 78) **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;
- 79) **leakage of water from water and sewage installations** – a failure resulting in water or steam leaving water supply, sewage, central heating and other installations and equipment, or water or sewage flowing back from public sewage systems or the consequences of leaving water and sewage taps open unintentionally (indoors);
- 80) **groundwater overflow** – groundwater making its way inside a building owned by the Insured Person as a result of natural factors or mining site shifts;
- 81) **equipment:**
- movable assets (furniture, bed mattresses, floor liners, carpets and curtains, home electronics and household appliances, interior decoration elements); and
 - fixed interior elements (finishing elements, installations as well as electrical, water and sewage, gas and alarm system equipment, either installed or permanently embedded inside rooms);
- 82) **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;

83) territorial scope of insurance:

- a) Zone A – Europe – the Republic of Albania, the Principality of Andorra, the Republic of Austria, the Republic of Belarus, the Kingdom of Belgium, Bosnia and Herzegovina, the Republic of Bulgaria, the Republic of Croatia, the Republic of Cyprus, the Czech Republic, the Kingdom of Denmark, the Republic of Estonia, the Republic of Finland, the French Republic, the Hellenic Republic, the Kingdom of Spain, including the Canary Islands, Ireland, the Republic of Iceland, the Kingdom of Liechtenstein, the Republic of Lithuania, the Grand Duchy of Luxembourg, the Republic of Latvia, the former Yugoslav Republic of Macedonia, the Republic of Malta, the Republic of Moldova, the Principality of Monaco, the Kingdom of the Netherlands, the Kingdom of Norway, the Portuguese Republic, the Russian Federation, the Federal Republic of Germany, Romania, the Republic of San Marino, the Republic of Serbia, the Republic of Montenegro, the Slovak Republic, the Republic of Slovenia, the Swiss Confederation, the Kingdom of Sweden, the Republic of Turkey, the Holy See, Ukraine and the Kaliningrad Oblast, the Republic of Hungary, the United Kingdom of Great Britain and Northern Ireland, the Italian Republic excluding the territory of the Republic of Poland and the country of permanent residence;
- b) zone B – the whole world, excluding the territory of the Republic of Poland and the country of permanent residence;

84) 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 waterspray) 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;

85) land subsidence – the sinking of terrain due to the collapse of natural, empty sub-surface spaces, not caused by human activity;

86) myocardial infarction – myocardial necrosis:

- a) resulting from ischemia; and
- b) showing electrocardiographic and biochemical symptoms; and
- c) diagnosed in imaging tests (ECHO, computed tomography);

87) 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;

88) fortuitous event – future, uncertain, sudden, unexpected events beyond the control of the Insured Person that result in a loss, e.g. lightning strike, blast, aircraft crash, fire, wind, precipitation, flood, land subsidence, landslide, avalanche, flooding, volcanic eruption;

89) 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.

5. The scope of insurance includes the amateur practise of recreational sports, including water and winter sports, in all insurance options.
6. The insurance contract may be concluded in a form that covers events arising in connection with the Insured Person's performance of manual labour in connection with practising competitive sports or high-risk sports, learning or practising sports and martial arts, against the payment of an additional premium.
7. To the extent not covered by the Clauses, the provisions of the main part of the GTCI shall apply. In the event of any discrepancies between the provisions of the main part of the GTCI and the provisions of the individual Clauses, the provisions of the Clauses shall prevail.
8. A single foreign trip covered under an insurance policy must not last longer than 270 days, unless the insurance contract provides otherwise.

§ 4. General exclusions of Wiener's liability

1. Wiener shall not be liable if an insured event occurred 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 alcohol, drugs, psychotropic drugs, medicines not recommended by a physician or used contrary to physician's recommendations or other intoxicants;
 - 4) actions of the Insured Person in a state after consumption of alcohol or in a state of intoxication, under the influence of drugs, psychotropic drugs, medicines not recommended by a physician or used contrary to physician's recommendations or other intoxicants;
 - 5) warfare, martial law, state of emergency, with the proviso that insurance coverage shall apply if the Insured Person becomes injured during a trip abroad as a result of warfare or civil war; the above cover shall expire at the end of the 7th day from the beginning of the war or civil war in the territory of the country in which the Insured Person stays; however, Wiener's liability shall not apply in the event that the foreign trip is taking place to a country in which a war or civil war is already ongoing, and where the Insured Person is actively involved in such a war or civil war; accidents caused by nuclear, biological and chemical weapons are also not covered by Wiener;
 - 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 trial and test drives, as well as accidents occurring when doing stunts;
 - 8) 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 a chronic illness, including cancer or the costs of treatment of tropical diseases in the Republic of Poland, unless the Policyholder has included these risks in the policy by paying an additional premium;
 - 2) in connection with learning or practising motorsports, unless the Policyholder has included these risks in the policy by paying an additional premium;
 - 3) in connection with rehabilitation treatment;
 - 4) prior to the commencement of the insurance period.
3. If the insurance contract was not concluded in an option covering events arising in connection with the Insured Person's performance of manual labour, in connection with practising competitive sports or high-risk sports, learning or practising sports and martial arts, these risks shall not be covered.
4. The provisions of items 1 and 2 shall also apply to the Clauses, unless their provisions stipulate otherwise. If the Clauses contain exclusions of Wiener's liability, they shall supplement the exclusions specified in the main part of the GTCI.
5. 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. Conclusion of 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. The insurance contract is concluded in a proposal procedure, in a tender procedure or on the basis of a written application of the Policyholder.
3. The application should contain at least the following data:
 - 1) first and last name (business name) and address of the Policyholder;
 - 2) date of birth or personal identification number (PESEL), taxpayer identification number (NIP), statistical number (REGON) of the Policyholder;
 - 3) first and last name, address, country of permanent residence of the Insured Person;
 - 4) PESEL (personal identification number) of the Insured Person or date of birth of the Insured Person in the case of foreign nationals;
 - 5) insurance period;
 - 6) form of insurance contract;
 - 7) territory on which insurance coverage is valid;
 - 8) number of insured persons;
 - 9) scope of insurance.

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

§ 3. 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 a business or private trip abroad. The scope of insurance coverage is defined in the individual Clauses constituting an integral part of the GTCI.
3. Wiener shall provide insurance coverage round-the-clock.
4. The coverage is offered:
 - a) under a policy insuring against treatment costs outside the territory of the Republic of Poland and the country of permanent residence, under an assistance insurance policy, under a policy insuring travel luggage and electronic equipment, including business equipment, under a policy insuring sports equipment, under a policy insuring against search and rescue costs, under a policy insuring against travel expenses of a substitute employee or costs of hiring a driver, under a policy insuring against costs resulting from travel delay or cancellation of a foreign trip – worldwide (zone B), including in European countries (zone A), excluding the Republic of Poland and the country of permanent residence;
 - b) under a policy insuring against the costs of treating the consequences of accidents – solely in the territory of the Republic of Poland;
 - c) under a policy insuring against accidents and third party liability in private life – worldwide (zone B), including in European countries (zone A), excluding the Republic of Poland and the country of permanent residence, with the reservation that Wiener shall also be liable when the Insured Person is on the way – from the place of residence directly to the border of the country of residence (no longer than 12 hours) and on the way back from the border of the country of residence directly to the place of residence (no longer than 12 hours), up to the date of insurance coverage indicated in the policy;
 - d) under a policy insuring against costs resulting from the cancellation of accommodation or travel ticket – worldwide (zone B), including in European countries (zone A), including the Republic of Poland and the country of permanent residence.

4. Wiener shall confirm the conclusion of the insurance contract by means of an insurance document.
5. Wiener shall make the conclusion of the insurance contract conditional on the information obtained from the Policyholder that affects the risk assessment procedure.
6. The Policyholder shall provide Wiener with answers to any and all questions included in the application or addressed to the Policyholder in writing.
7. The Insured Person may enjoy the same scope and period of insurance coverage only under one insurance contract concluded pursuant to the GTCI.
8. 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.
9. In the case of conclusion of the insurance contract in the form of an individual or named or unnamed group insurance, all persons shall enjoy the same scope of insurance cover, with the same sums insured, extensions of the scope of insurance cover and for the same period of insurance.
10. If the insurance cover is extended to persons travelling abroad on multiple occasions during a given year in order to perform their duties or as part of private trips, the conclusion of the insurance contract may be confirmed by an open policy.

§ 6. Reasons for expiry of the insurance contract

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 (item 2);
 - 3) at the end of the Policyholder's 30-day notice period (item 4);
 - 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 Article 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.
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;
 - 3) failure to exempt persons taking care of the Insured Person from the obligation to keep medical information confidential – in the part concerning that Insured Person.
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 benefit or 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.

§ 8. Liability of Wiener

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.
2. If the Policyholder pays the premium or its first instalment on a deferred basis, Wiener's liability shall commence on the date indicated in the policy as the commencement of the insurance period.
3. 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 and electronic equipment, including business equipment, insurance for sports equipment, assistance insurance, insurance against costs resulting from travel delay or cancellation of a foreign trip, insurance against travel expenses of a substitute employee or costs of hiring a driver 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 foreign trip, provided that the premium or its first instalment have been paid.

4. Wiener's liability under accident insurance and insurance against third party liability in private life shall begin upon the commencement of the trip and shall last the Insured Person's return to the place of departure for the trip, including when the Insured Person is on the way – from the place of residence directly to the border of the country of residence (no longer than 12 hours) and on the way back from the border of the country of residence directly to the place of residence (no longer than 12 hours), up to the date of insurance coverage indicated in the policy, provided that the premium or its first instalment have been paid.
5. 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.
6. 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 7.
7. The grace period referred to in item 6 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.
8. If the insurance contract has been entered into for the account of a third party, that party shall have the right to withdraw from the insurance contract by submitting a written statement. Wiener's liability towards the Insured Person shall end as of the next day following the date of submission of the statement, unless the party withdrawing from the insurance contract agrees otherwise with Wiener.
9. Wiener's liability shall end at the latest upon the expiry of the insurance contract in the cases specified in § 6.

IV. SUM INSURED

§ 9. Calculation of the sum insured

1. Sums insured for each risk are indicated in the insurance document and constitute the upper limit of Wiener's liability for each event occurring during the insurance period, subject to the limits of liability specified in the Clauses.
2. The sum insured shall be reduced by each payment of compensation or benefit under the insurance contract for which this sum or limit was determined, subject to item 3.
3. The sum insured for accidents shall not be reduced by the payment of the benefit under this insurance.
4. The provisions of the GTCI concerning the sum insured shall apply accordingly to the sum guaranteed.
5. 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 valid on date of the conclusion of the insurance contract shall be taken into account.

V. INSURANCE PREMIUM

§ 10. Amount of the insurance premium and its payment terms

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 premium can be paid in full or in instalments. The amount of the premium and its due dates shall be confirmed by Wiener in the insurance document.
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. In case of a group insurance contract confirmed with an open policy, the Policyholder shall pay an advance premium within 14 days from the date of conclusion of the insurance contract, unless the parties agree otherwise. The amount of the advance premium shall be calculated on the basis of the declared number of man-days. During the insurance period, the Policyholder shall provide Wiener with a list of Insured Persons containing information on the date of departure and the destination country within the agreed time limits but not later than on the date of departure of the Insured Person, unless otherwise provided for in the insurance contract. The minimum amount of the advance payment shall be indicated in the insurance contract.
5. The final settlement of the premium in the case of an insurance contract confirmed by means of an open policy shall take place after the end of the insurance period, within 30 days, based on the actual number of man-days used. If the number of man-days used exceeds the number of man-days declared, Wiener shall inform the Policyholder of the obligation to pay an additional premium, which the Policyholder shall pay within 14 days from receiving the settlement from Wiener. If the number of man-days used is lower than declared, Wiener shall reimburse the Policyholder for the difference in premium. Wiener reserves the right to set a non-refundable minimum premium.
6. Persons in relation to whom the Policyholder has not fulfilled the obligation specified in item 4 shall not be covered.

7. If the payment is made by means of a bank transfer or a postal order, the payment shall be deemed made on the date of placing the order to make the payment to the account of Wiener with a bank or at a post office, provided that sufficient funds were available in the account of the Policyholder. Otherwise, the date of payment is the date when the Wiener account is credited with the full amount of the required premium or its instalment.
8. 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. In the event of a loss, the surcharge compensating form the premium difference shall become immediately due.
9. In the event that a group insurance contract is concluded to the benefit of third parties, the Policyholder shall inform Wiener whether the Insured Persons shall finance the cost of the insurance premium.
10. If the Insured Persons are not financing the cost of the insurance premium and the Policyholder intends to make a change in this regard, the Policyholder shall provide the terms and conditions of the contract to each of the Insured Persons, before they undertake to finance the cost of the premium.

§ 11. Premium refunds

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.

VI. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

§ 12 Wiener's obligations under the insurance contract

1. Wiener shall provide insurance coverage and pay the benefit or 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.

§ 13. 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 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 and 3 above. If a breach of the obligations referred to in items 2 to 3 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.

§ 14. General obligations of the Policyholder and the Insured Person after a loss has occurred

1. In the case of an insured event, the Policyholder or the Insured Person, if they knew that the insurance contract had been concluded for their own account, shall be obliged to:
 - 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 the 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.

§ 15. Consequences of a breach of obligations by the Policyholder and 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 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 to use all available measures to mitigate the extent of the loss, Wiener shall be exempt from liability for all resulting damage.

VII. DETERMINATION AND PAYMENT OF BENEFIT OR COMPENSATION

§ 16. Payment of benefit or compensation

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 deadline specified in item 1.
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 notifying 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 contract concluded shall be paid to the Insured Person, the Beneficiary, an authorised 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.

VIII. FINAL PROVISIONS

§ 17. Complaints

1. A complaint related to the conclusion or performance of the insurance contract may be submitted by the Policyholder, Insured Person, aggrieved person, or Beneficiary 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 of the manner in which the complaint has been handled. Wiener may respond to the complaint by email only upon the customer's request.
6. The complainant may apply to the Financial Ombudsman to have the case examined.
7. The dispute may be resolved by 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 Policy-

holder, 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. 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 benefit or compensation against the perpetrator without Wiener's consent, Wiener may refuse to pay the benefit or compensation or reduce it accordingly. In the event that the waiver or reduction of the claim is discovered after the benefit or compensation has been disbursed, Wiener shall have the right to recover the whole or part of the benefit or 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.
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. Notices and representations of the parties

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. 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. 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.
3. The benefit referred to in item 2 shall be understood as compensation, damages and any other amounts due from Wiener in connection with an insured event.

§ 21. General Terms and Conditions of Insurance (GTCI)

1. The GTCI were approved by Resolution of the Management Board of Wiener TU S.A. no. 105/22 of 19 September 2022.
2. The GTCI shall enter into force on 19 September 2022 and shall apply to insurance contracts concluded from that date onwards.

**CLAUSE 1:
Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence**

§ 1. 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 outside the Republic of Poland or the country of permanent residence, had to immediately undergo medical treatment due to a sudden illness or accident, as well as assistance services listed in the Clause.
2. Pursuant to this Clause, Wiener shall provide cover for events occurring in a state after consumption of alcohol or in a state of intoxication, excluding events resulting from driving motor vehicles in a state after consumption of alcohol or in a state of intoxication.
3. 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 their 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, if such requirements are imposed by the country to which the Insured person is travelling.
4. The detailed scope of benefits covered by this Clause is presented in Table 1.

Table 1. Scope of coverage offered under insurance against treatment costs outside the territory of the Republic of Poland and the country of permanent residence, including basic assistance services.

Scope of insurance coverage		Responsibilities of Wiener	Sum insured and limits of liability
1	costs of hospital stay, treatment, medical procedures and surgeries	Wiener shall provide coverage of the costs of treatment, medical procedures and surgeries which could not be postponed, due to health-related reasons, until return to the Republic of Poland or the country of permanent residence. The Emergency Centre shall select the hospital that best suits the Insured Person's condition. Wiener shall be responsible and pay for the use of a decompression chamber, if medically justified;	up to the amount of the sum insured for treatment costs
2	costs of hospital treatment and surgeries as well as costs of diagnostic and outpatient procedures related to chronic illnesses – against payment of an additional premium	Through its Emergency Centre, Wiener shall arrange and pay for: <ol style="list-style-type: none"> a) hospital treatment and surgery, if they are necessary from a medical point of view in connection with an exacerbation of a chronic illness; b) treatment related to the exacerbation of a chronic illness which requires a visit by a physician, or diagnostic tests ordered by a physician during travel abroad, in order to assess the effects of that illness; 	up to the amount of the sum insured for treatment costs
3	costs of transport to a hospital or place of residence	The Emergency Centre shall arrange for the Insured Person to be transported to the hospital by specialized means of medical transport, it shall also notify the hospital of the applicable payment conditions and shall remain in touch with the hospital. Wiener shall cover the costs of transporting the patient from abroad to a hospital or his or her permanent address in the Republic of Poland or in the country of their permanent residence, using a special means of medical transport and on a date other than the scheduled date – only if so recommended in writing by the physician in charge. These costs shall be covered up to the amount of the costs of transport using the cheapest means of transport which satisfies the conditions specified by the physician issuing the written recommendation for the person concerned to be transported to the Republic of Poland or the country of permanent residence. A prior approval by Wiener or the Emergency Centre is required in order for the costs of transport to the Republic of Poland or the country of permanent residence to be considered eligible;	up to the amount of the sum insured for treatment costs
4	costs of transporting the patient from the site of the accident or sudden illness to a medical facility, costs of transporting the patient between medical facilities in the country of stay and costs of transporting the patient from a hospital to their place of stay abroad, by means of a means of transport that is adequate to the health condition of the Insured Person.	The Emergency Centre shall arrange and cover the costs of transporting the patient from the site of the accident or sudden illness to a medical facility, costs of transporting the patient between medical facilities in the country of stay and the costs of transporting the patient from a hospital to their place of stay abroad, if the condition of the aggrieved person prevents them from returning home from the hospital or medical facility on their own;	up to the amount of the sum insured for treatment costs
5	costs of medical consultations and examinations 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	The Emergency Centre shall arrange and cover the costs of treatment of an illness or the consequences of an accident which requires a medical visit, together with a physician's travel to the Insured Person's place of accommodation abroad, if the health condition makes it impossible for the Insured Person to travel to a medical facility on their own, and shall cover the costs of diagnostic tests ordered by the physician to assess the consequences of that illness or accident;	up to the amount of the sum insured for treatment costs

6	costs of purchase of necessary medicines, dressings and medical aids recommended by a physician	Wiener shall reimburse the costs of purchasing essential medicines (with the exception of vitamins, restoratives, nutritional supplements, ointments and beauty creams), dressings and medical aids recommended by a physician during a trip abroad;	up to the amount of the sum insured for treatment costs
7	costs of repair or purchase of spectacles, purchase of a wheelchair, repair of prostheses and other medical aids	Wiener shall reimburse the costs of repair and purchase of spectacles, purchase of a wheelchair, 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;	up to the sum insured for treatment costs, costs of purchase of a wheelchair - up to PLN 6,000 under the sum insured for treatment costs
8	costs of transporting remains or costs of cremation and transporting the Insured Person's ashes to the country of permanent residence, funeral costs	If the Insured Person dies during a trip abroad as a result of an accident or a sudden illness for which Wiener is liable, Wiener shall arrange and cover the costs of transporting the remains or the costs of cremation and transferring the ashes to the funeral site in the Republic of Poland or the country of permanent residence. Wiener shall cover the costs of funeral or the costs of cremation and funeral in the territory of the Republic of Poland. The costs of funeral abroad shall be deemed to be the costs of a burial and funeral ceremony. The decision by Wiener to cover the costs of the funeral, the costs of transporting the remains or the costs of cremating and transporting the ashes of the Insured Person shall be taken after an official death certificate or its copy has been presented. In the event that the transport of the remains or the transport of the ashes is arranged by a member of the Insured Person's family or third parties, Wiener shall reimburse the expenses incurred up to a maximum amount that is not higher than the costs that would have been incurred if the transport of the Insured Person's remains or the transport of the Insured Person's ashes to the country had been arranged by Wiener;	the costs of arranging and covering the costs of transporting the remains or the costs of cremation and transfer of the ashes to the funeral site in the Republic of Poland or the country of permanent residence – up to the amount of the sum insured for treatment costs; costs of purchasing a coffin or urn - up to EUR 5,000 under the sum insured for treatment costs; cremation costs - up to EUR 5,000 under the sum insured for treatment costs
9	costs of travel, board and accommodation of an accompanying person	The Emergency Centre shall arrange and cover the costs of board and accommodation of one person summoned to the Insured Person, up to the amount of the sum insured specified in the insurance contract for one day and for a period of time not longer than 7 days, for one and all events, and in the case of arrangement and coverage of transport costs - up to the sum indicated in the insurance contract, arising during the period of Wiener's liability – provided that the Insured Person is 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 Emergency Centre shall cover the costs of land transportation of the summoned person, and should the transport time exceed 12 hours, the costs of transport by a passenger plane (economy class). The 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 the insurance contract 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 handling matters related to the Insured Person's return to the country or in connection with accompanying the Insured Person during their hospitalisation abroad. The costs referred to above shall be deemed eligible subject to a physician's written recommendation and a prior consent of Wiener or the Emergency Centre;	costs of board and accommodation - for a maximum of 7 days, up to the sum insured for treatment costs, as specified in the insurance contract transport costs - up to the sum insured for treatment costs, as specified in the insurance contract
10	costs of dental treatment	Wiener shall arrange and cover the costs of dental treatment in the case of inflammation or pain requiring immediate medical attention during the period of liability of Wiener, acting through the Emergency Centre which arranges and pays for such treatment. In the event that the Insured Person arranges and covers the treatment, Wiener shall reimburse those costs;	up to EUR 500 under the sum insured for treatment costs, for any and all events occurring during the period of Wiener's liability
11	costs of continuation of travel	Wiener shall arrange and cover the costs of continuing the travel of the Insured Person using the cheapest means of transport provided that, in the opinion of the physician from the Emergency Centre, the Insured Person may resume the journey. Should the scheduled journey last more than 12 hours, Wiener shall cover the costs of an economy air ticket;	up to EUR 300 for all events occurring during the period of Wiener's liability, under the sum insured for treatment costs
12	costs of treatment related to pregnancy	Wiener shall arrange and cover the costs of treatment related to sudden and unexpected complications of pregnancy (including premature childbirth before the 32nd week of pregnancy), not later, however, than by the 32nd week of pregnancy;	up to EUR 500 for all events occurring during the period of Wiener's liability, under the sum insured for treatment costs
13	costs of convalescence at the location of the event abroad	Wiener shall cover the costs of board and accommodation of the Insured Person for a maximum of 10 days, in accordance with a written recommendation of the attending physician, provided that these costs are accepted by the Emergency Centre, in the event that the Insured Person cannot be transported to the Republic of Poland or the country of permanent residence right after the end of hospital stay;	up to EUR 120 per day, for a maximum of 10 days, under the sum insured for treatment costs

14	costs of continuation of treatment after returning to the Republic of Poland or the country of permanent residence	<p>Wiener shall cover the treatment costs provided that the sudden illness or accident was covered by Wiener and:</p> <p>a) the treatment costs were incurred in connection with a sudden illness or accident which occurred during the Insured Person's trip abroad; and</p> <p>b) the illness or accident requires continuation of treatment after returning to the Republic of Poland.</p> <p>The costs of continuation of treatment shall be considered by Wiener as costs of improvement treatment, including rehabilitation, if such treatment is recommended by the attending physician taking care of the Insured Person abroad;</p>	up to PLN 1,000 under the sum insured for treatment costs
15	costs of treatment of tropical diseases – against payment of an additional premium	<p>Wiener shall cover the costs of treatment of tropical diseases after returning to the Republic of Poland or the country of permanent residence, provided that the disease has been diagnosed on the 30th day following the expiry of the insurance contract at the latest. Wiener shall cover the costs necessary from a medical standpoint and recommended by the physician;</p>	up to PLN 2,000 under the sum insured for treatment costs
Scope of assistance coverage		Responsibilities of Wiener	Limits of liability
16	round-the-clock assistance of the Emergency Centre	The Insured Person may receive assistance and information 24 hours a day, also in Polish. The Emergency Centre shall arrange, based on the information obtained from the Insured Person, assistance after occurrence of an insured event;	no limits apply
17	provision of information	For unforeseen events, e.g. illness or accident, which result in a delay or change of the Insured Person's itinerary, the 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;	no limits apply
18	information assisting in replacing lost/stole documents	In the event of a loss or theft of an ID or ticket, the 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 the documents;	no limits apply
19	travel helpline	<p>Assistance in obtaining information on:</p> <p>a) required documents and vaccinations;</p> <p>b) addresses of Polish embassies and consulates;</p> <p>c) the most convenient transport connections;</p> <p>d) prices of motorway tolls, exchange rates, national holidays;</p> <p>e) medical services guaranteed by the National Health Fund in individual EU Member States;</p>	no limits apply
20	sports helpline	<p>In the event the insurance contract has been concluded in connection with the practise of sports, Wiener shall provide access to the following information:</p> <p>a) the opening hours of ski slopes;</p> <p>b) weather conditions on the slope;</p> <p>c) atmospheric conditions (water temperature, wind intensity);</p> <p>d) prices of ski passes;</p> <p>e) recommended skiing routes;</p> <p>f) warnings of difficult conditions;</p> <p>g) information on the course of action to be taken in the event of damage caused to a third party;</p> <p>h) addresses of diving, windsurfing and kitesurfing locations;</p> <p>i) contact details of sports schools, diving, windsurfing and kitesurfing instructors</p> <p>j) addresses of sports equipment stores;</p> <p>k) contact details and prices charged by professional equipment rental facilities;</p>	no limits apply
21	extension of insurance coverage (by 24 hours) in unforeseen circumstances	<p>Wiener shall extend the insurance coverage 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:</p> <p>1) breakdown of a ground transportation vehicle, aircraft or watercraft;</p> <p>2) fire, hurricane, flood, heavy rainfall, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide, volcanic eruption, blast or aircraft crash;</p> <p>3) cancellation or delay of a means of transport due to adverse weather conditions;</p> <p>4) accidents affecting ground, sea or air transport;</p> <p>5) outbreak of war, martial law, armed coup d'état or another political upheaval as a result of which the borders of the country in which the Insured Person is staying are closed and the Insured Person cannot leave the country on the scheduled date.</p> <p>As part of the extension of insurance coverage, we shall not bear the costs of evacuation of the Insured Person to Poland or the country of permanent residence, if such evacuation proves necessary.</p>	within the available limits and sums insured

§ 2. Exclusions of Wiener's liability

1. The costs covered under the Clause shall not be payable 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 said contraindications.
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 item 15 of Table 1;
 - 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 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;
 - 11) costs that are not medically justified;
 - 12) costs of treatment of the Insured Person whose purpose of travel is to undergo medical treatment;
 - 13) treatment costs exceeding the scope necessary to restore the Insured Person's health enabling his/her return to the country;
 - 14) costs of treatment of a disease requiring compulsory vaccination before travelling to the country in which such vaccination is required;
 - 15) costs of treatment of mental disorders, congenital defects;
 - 16) costs of treatment of venereal diseases, AIDS and other diseases caused by or related to HIV;

§ 3. Obligations of the Insured Person after a loss has occurred

1. 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 the event of a loss, the Insured Person shall immediately report it to the Emergency Centre within 48 hours, with the exception of a single dental visit related to the treatment of acute inflammation or pain, limited to one tooth, or a single outpatient visit, if the Insured Person chooses the dentist or physician themselves and covers the costs of the visit up to the equivalent of EUR 100.
3. In addition, in the case of occurrence of an insured event, the Insured Person is obliged to:
 - 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 diagnosis (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 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.

4. 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.
5. 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.
6. 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. Determination of the amount of indemnity

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 the medical facility;
 - 4) confirmation of treatment costs incurred.
4. In the case of an insured event covered under the insurance 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, if such requirements were imposed by the country of destination to which the Insured Person was traveling.
5. 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 organising the transport of the Insured Person.
6. In cases handled by the Emergency Centre, the costs of treatment and other expenses shall be covered directly by the Emergency Centre.

CLAUSE 2 Accident insurance

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover the consequences of accidents.
2. The detailed scope of benefits covered under this Clause is presented in Table 2.

Table 2 Scope of accident insurance coverage.

Scope of insurance coverage		Responsibilities of Wiener	Sum insured and limits of liability
1	health impairment benefit	Wiener shall pay a benefit in respect of permanent health impairment suffered as a result of a covered accident, in an amount equal to 1% of the sum insured in respect of the accident cover for each percent of permanent health impairment, but not more than 100% of the sum insured, based on the "Health Impairment Percentage Rate Table";	1 - 100% of the sum insured under accident insurance
2	Benefit in respect of death of the Insured Person	Wiener shall pay a benefit in respect of death of the Insured Person as a result of an accident covered by the insurance contract, 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;	100% of the sum insured under accident insurance

3	benefit for permanent incapacity for work and retraining costs	Wiener shall pay a benefit for permanent incapacity for work. However, regardless of the benefit, Wiener shall additionally cover the costs, caused by reasonable and justified circumstances, incurred by the Insured Person or the Policyholder (depending on who bears the costs), for the purpose of retraining the Insured Person to enable them find gainful employment in a profession other than the current one – up to the amount indicated in the insurance contract and in the policy. These benefits shall be paid on a one-off basis;	the sum insured indicated in the insurance contract additional costs of retraining the Insured Person, up to the amount indicated in the insurance contract (benefit paid on a one-off basis)
4	daily hospital allowance	If, as a result of a permanent health impairment during a stay abroad, the Insured Person is admitted to a hospital after their return to the Republic of Poland or the country of permanent residence, Wiener shall pay a daily hospital allowance in the amount specified in the insurance contract, from the 3rd day of the stay, for each day of the hospitalisation period lasting 90 days maximum. Wiener shall not pay, to the Insured Person, the daily hospital allowance resulting from or connected with the following circumstances: a) treatment of nervous and mental diseases of any kind, b) stays in all types of mental health institutions and stays in long-term care institutions, including, inter alia, in nursing homes, convalescence centres, as well as rehabilitation and detoxification centres or wards, c) tests, medical procedures and treatment of a purely cosmetic nature or related to obesity, impotence, artificial insemination, d) hospitalisation which began later than on the 180th day after the date of bodily injury;	the sum insured and the amount of benefit indicated in the insurance contract
5	heart attack and stroke benefit	Wiener shall pay a benefit in connection with a heart attack and stroke, with the exception of persons older than 67 years of age;	the sum insured and the amount of benefit indicated in the insurance contract
6	benefit related to an adaptation of the place of residence or a vehicle	In the event of permanent health impairment resulting from an accident giving rise to a benefit exceeding 40% of the sum insured, Wiener shall reimburse the Insured Person for the costs of adaptation of their place of residence or vehicle. These costs shall be reimbursed provided that the Insured Person is entitled to a permanent health impairment benefit. Additionally, the claim must be documented with a certificate confirming total incapacity for work issued by a certifying physician from the Social Insurance Institution (ZUS).	up to 10% of the sum insured against accident insurance, not more than PLN 8,000
7	compensation for the pain suffered as a result of an accident – against payment of an additional premium	Compensation for the pain suffered shall be paid to the Insured Person provided that the Insured Person required hospitalisation as a result of the accident and was hospitalised for at least 24 hours. An accident shall be understood as an accident which did not cause permanent health impairment of the Insured Person. The benefit is paid on a one-off basis;	1% of the sum insured under accident insurance
8	benefit for covering the costs of a funeral in Poland – against payment of an additional premium	Wiener shall pay, to the Beneficiary, a death benefit and a benefit for covering the costs of a funeral of the Insured Person in Poland, in connection with a covered accident. Determination of the legitimacy of the benefit is made on the basis of documents submitted by the Beneficiary. The benefit is paid on a one-off basis;	The sum insured indicated in the insurance contract

33. 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. Exclusions of Wiener's liability

Wiener shall not be liable for the consequences of:

- 1) any diseases or medical conditions, even if they occur suddenly;
- 2) bodily injury caused by treatment or medical procedures, regardless of who performed them.

§ 3. Obligations of the Insured Person after a loss has occurred

1. 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) 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 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.
3. In the event of death of the Insured Person, the Beneficiary shall submit:
 - 1) a duplicate of the death certificate or a copy thereof certified as a true copy of the original document;
 - 2) a copy of the Insured Person's death certificate identifying the cause of death or a copy of another document confirming the cause of death, issued by a physician or an authorised entity.
 - 3) 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.
 4. Wiener may request the Insured Person or their legal representative to grant a written consent to apply to the entities which provided the health services to the Insured Person in order to obtain information required to verify the data on their health condition, as provided by that person.

§ 4. Determination of the amount of the benefit

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 a 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 permanent health impairment rate shall 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 permanent health impairment benefit which has not been paid before the death of the Insured Person shall be paid to the Beneficiary.

CLAUSE 3
Assistance insurance

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, Wiener shall provide assistance during the Insured Person's travel outside the Republic of Poland and the country of permanent residence.
2. The detailed scope of assistance offered under this Clause is presented in Table 3.

Table 3. Scope of insurance coverage for additional Assistance Services.

Scope of insurance coverage		Responsibilities of Wiener	Sum insured and limits of liability
1	costs of financial assistance	<p>Assistance shall be provided to the Insured Person through the Emergency Centre in the event that:</p> <p>a) the Insured Person was detained (arrested) in connection with an accident and is obliged to pay a deposit required under the laws of a given country in order to be released from custody;</p> <p>b) the Insured Person lost his or her means of payment, such as: cash, cheques, credit cards, payment cards, or these have been destroyed.</p> <p>Financial assistance shall be granted only on the condition that the Emergency Centre receives, from the Insured Person or a person authorised by the Insured Person, a written commitment to repay the financial assistance provided.</p> <p>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;</p>	limit specified in the insurance contract
2	assistance in providing information	If an unforeseen event, e.g. strike, aircraft hijacking, illness or accident, results in a delay in the return of the Insured Person from a trip or in a change to its itinerary, the Emergency Centre shall, at the request of the Insured Person, provide the necessary information to his or her family, employer or other designated persons;	no limits apply
3	assistance in the event of a flight delay	If the flight the Insured Person intends to take in order to continue his or her travel (both return travel to the Republic of Poland or the country of permanent residence and travel between other countries) is delayed by at least 4 hours in relation to the scheduled departure time indicated in the flight schedule, Wiener will reimburse the Insured Person for the costs borne to purchase the necessities required. Wiener shall not reimburse these costs if chartered flights are delayed;	up to EUR 150 under the sum insured for treatment costs
4	reimbursement of parking costs	If, during the return to the Republic of Poland or the country of permanent residence, the flight is delayed by more than 4 hours or the Insured Person is forced to extend the insurance period due to an event covered by the insurance contract, Wiener shall reimburse the documented parking costs of the Insured Person's car left at the airport car park for the extended period of time;	up to PLN 150 under the sum insured for treatment costs

5	assistance in delayed delivery of travel luggage	<p>In the event of a documented delay in the delivery of the insured luggage to the Insured Person's place of stay during travel outside the Republic of Poland and the country of permanent residence, lasting at least 4 hours from the scheduled delivery date, Wiener shall cover the costs incurred for the purchase of necessities (clothing, toiletries), subject to a proof of payment. Refunds shall be granted only for purchases made until the delivery of the travel luggage;</p> <p>The delay shall be counted from the time the delay in delivering the luggage to the carrier is notified to the carrier, until the luggage is delivered to the Insured Person. The insurance shall not cover:</p> <ol style="list-style-type: none"> 1) delays as a result of confiscation, seizure or destruction of travel luggage by competent authorities, 2) delays in the event of return to the Republic of Poland or to the country of permanent residence, 3) delays caused by natural disasters, 4) a delay of less than 4 hours from the arrival at the final destination; 	up to PLN 1,000 for a delay of at least 4 hours, under the sum insured for treatment costs
6	assistance in the event of theft or loss of documents	<p>In the event of loss or theft of a passport, ID or ticket, the Emergency Centre shall assist in obtaining a replacement document enabling the Insured Person to leave a given country and shall advise on how to proceed in a given case.</p> <p>If a written authorisation is received, the Emergency Centre shall take the necessary steps in order to freeze the Insured Person's bank account within the scope of the authorisation granted or shall intervene with the competent authorities;</p>	no limits apply
7	assistance in the arrangement and reimbursement of costs related to care for a minor child and his or her transport to the country of residence	<p>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 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 or to the place of residence of the person designated to exercise care over them.</p> <p>The coverage of costs related to transporting minor children includes the price of a return train or bus ticket, or – if the train or bus trip lasts longer than 12 hours – a plane ticket.</p> <p>If necessary, Wiener shall arrange and cover the costs of care (nurse, foster family) – up to 7 days – in the country where the event occurred;</p>	<p>limit specified in the insurance contract for care, board and accommodation for one and all children, under the sum insured for treatment costs</p> <p>the limit specified in the insurance contract for transportation costs, per child, under the sum insured for treatment costs</p>
8	assistance in arranging the return of a close relative or an accompanying person in the event of repatriation of the Insured Person	<p>Wiener shall arrange and reimburse the costs of return of an accompanying person or a close relative and their dependent children in the event of the Insured Person's return to his or her country of permanent residence, unless the funds initially earmarked for their return have been used for that return;</p>	limit specified in the insurance contract for one and all persons, under the sum insured for treatment costs
9	costs of organising legal assistance	<p>If the Insured Person requires legal assistance in the field of third party liability under the law applicable in the country in which the Insured Person is staying during the foreign trip, Wiener, through the Emergency Centre, shall arrange for a lawyer who, on behalf of the Insured Person, shall conduct an investigation regarding the claims brought against the Insured Person by third parties.</p> <p>The costs of legal assistance shall not be covered if the legal issue of the Insured Person is related to his or her professional activity, driving or storing a motor vehicle, criminal activity or an attempted offence;</p>	limit specified in the insurance contract, under the sum insured for treatment costs
10	assistance in arranging interpreting services	<p>If the Insured Person requires the assistance of an interpreter outside the Republic of Poland and the country of permanent residence, Wiener shall arrange such assistance of an interpreter on a one-off basis.</p> <p>The costs of interpreter's assistance shall not be covered if the legal issue of the Insured Person is related to his or her professional activity, driving or storing a motor vehicle, criminal activity or an attempted offence;</p>	up to EUR 200 under the sum insured for treatment costs
11	costs of early return to the Republic of Poland or the country of permanent residence	<p>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 Emergency Centre shall arrange and cover the costs of land transportation of the Insured Person, and should the transportation time exceed 12 hours – the costs of an economy class air ticket. The service shall be provided on condition that the early return is due to:</p> <ol style="list-style-type: none"> 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. <p>The Insured Person shall contact the Emergency Centre and document the reason for early return to the Republic of Poland or the country of permanent residence of the Insured Person;</p>	limit specified in the insurance contract, under the sum insured for treatment costs

12	costs of assistance in the event of quarantine and forced isolation due to COVID-19 – against payment of an additional premium	Wiener shall cover additional costs of accommodation, board, to a standard not higher than the originally planned standard of stay and transportation (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 due to government decisions of the country in which the Insured Person is staying during the travel event). Wiener shall cover the costs 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 the period of 6 months prior to the commencement of travel, as confirmed by a PCR test or antigen test or a quarantine completion certificate, if such requirements are imposed by the country to which the Insured person is travelling;	up to EUR 1,000, including up to EUR 100 per day/person, for a maximum of 10 days, under the sum insured for treatment costs, unless otherwise provided for in the insurance contract
13	insurance for ATM cash withdrawals	The insurance covers the reimbursement of cash withdrawn from an ATM, up to EUR 150, lost as a result of robbery or burglary which occurred up to 1 hour after the withdrawal of cash from the ATM. The event should be confirmed by documentation from the police and from the bank;	up to EUR 150 under the sum insured for treatment costs
14	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 an 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 EUR 200 under the sum insured for treatment costs

3. Assistance insurance shall not cover the following:
- 1) any costs incurred by the Insured Person without a prior consent of Wiener or the Emergency Centre;
 - 2) any costs and liabilities related to the arrest or provisional detention of the Insured Person in connection with a breach of the law.

§ 2. Obligations of the Insured Person after a loss has occurred

1. In the event of a loss, the Insured Person shall promptly report the loss to the Emergency Centre within 48 hours.
2. The Insured Person is required to act in accordance with the instructions of the Emergency Centre, in particular to provide documents necessary to determine Wiener's liability, in particular the medical documentation from the hospital, death certificate of a close relative, police report, or other documents confirming the need for assistance.
3. In addition, the Insured Person shall:
 - 1) 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;
 - 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;
 - 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 Emergency Centre and comply with its recommendations;
 - 6) secure evidence related to a sudden illness or accident;
 - 7) undergo, at Wiener's request, an examination by a physician appointed by Wiener or undergo clinical observation.
4. In the case of occurrence of an insured event in respect of 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,
if such requirements are imposed by the country to which the Insured person is travelling.

CLAUSE 4

Insurance for travel luggage and electronic equipment

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover travel luggage and electronic equipment, including business equipment of the Insured Person.
2. Wiener shall provide cover for accidents consisting in the loss or destruction of, or damage to, travel luggage and electronic equipment, including business equipment, as a result of events referred to in item 3, in relation

to its transport, storage or use during a foreign trip of the Insured Person during the insurance period.

3. Travel luggage and electronic equipment, including business 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 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 and electronic equipment, including business equipment, is placed in a locked trunk or in luggage compartments, so that the travel luggage and electronic equipment, including business luggage, is not visible.

§ 2. Exclusions of Wiener's liability

1. Wiener shall not 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 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. Wiener's liability 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;
 - 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 from regular use using the insured items.

§ 3. Sum insured

1. The sum insured for travel luggage is indicated in the insurance contract.
2. The sum insured for electronic equipment, including business equipment, amounts to 50% of the sum insured for travel luggage.

§ 4. Obligations of the Insured Person after a loss has occurred

1. 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 items lost;
 - 2) if the loss occurred when the travel luggage or electronic equipment, including business 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. Determination of the amount of indemnity

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 asset.
4. Scientific, historic and collector values shall not be taken into account when determining the value of loss.
5. If the same travel luggage or electronic equipment, including business equipment, is simultaneously insured 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 5

Sports equipment insurance

§ 1. 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. 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 3 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.
3. 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.
4. 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.
5. No professional sports equipment is covered, unless otherwise provided for in the insurance contract. In such a case, the sum insured for sports equipment shall also cover professional equipment.

§ 2. Exclusions of Wiener's liability

Wiener shall not be liable for 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 from regular use of the insured items;
- 5) resulting from sports equipment being used contrary to its intended purpose or manufacturer's instructions.

§ 3. Sum insured

The sum insured for sports equipment is indicated in the insurance contract.

§ 4. Obligations of the Insured Person after a loss has occurred

1. 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 items, including their quantities, value and year of purchase, enclosing proof of purchase, receipts and warranty cards, if known to 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. Determination of the amount of indemnity

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 shops, 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 6

Insurance against third party liability in private life

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover 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, including related to the amateur practise of recreational sports, water and winter sports, and in the case of payment of an additional premium, the practise of high-risk sports and competitive sports.
2. 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.
3. In addition to the payment of the compensation or benefit due, within the sum guaranteed specified in the contract, Wiener shall also cover:
 - 1) fees of experts appointed in agreement with Wiener to determine the circumstances or extent of the loss;
 - 2) necessary costs of legal defence in proceedings conducted at the request of or with the consent of Wiener.

§ 2. Exclusions of Wiener's liability

1. Wiener shall not be liable for 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 or while being in a state of intoxication;
 - 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 200, unless otherwise provided for in the insurance contract;
 - 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 5) 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. Sum guaranteed

1. The sum guaranteed is specified in the insurance contract.
2. The costs referred to in § 1(3) shall be credited towards the sum guaranteed.

CLAUSE 7

Search and rescue costs insurance

§ 1. Subject and scope of insurance

Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance 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 transporting from the scene of the accident to the nearest medical facility.

§ 2. Exclusions of Wiener's liability

1. 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. Sum insured

The sum insured for search and rescue costs is indicated in the insurance contract and amounts to no more than the sum insured for treatment costs.

§ 4. Obligations of the Insured Person after a loss has occurred

1. 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) report the event to the Emergency Centre immediately;
 - 2) obtain a guarantee for the coverage of the costs of emergency medical assistance or transport costs or the organisation of search activities – contact the 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. Determination of the amount of indemnity

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.

CLAUSE 8

Insurance against reimbursement of costs resulting from travel delay, cancellation of travel, accommodation or travel ticket

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover (or reimburse) costs resulting from travel delay, cancellation of travel, cancellation or accommodation or cancellation of a travel ticket.
2. Pursuant to this Clause, Wiener shall reimburse reasonable and documented costs of:
 - 1) delays in travel (on a commercial flight, by bus, ship, ferry) lasting at least 4 hours in relation to the scheduled time;
 - 2) cancellation of a trip (on a commercial flight, by bus, ship, ferry);
 - 3) cancellation of accommodation at a hotel due to reasons for which the Insured Person or the Policyholder is not liable;
 - 4) cancellation of a travel ticket.
3. The costs related to the delay or cancellation of the trip shall be reimbursed provided that the delay or cancellation of the trip occurred in the course

of the trip, when the Insured Person was outside the Republic of Poland or the country of permanent residence, it was caused by adverse weather conditions, strikes of the employees of the carrier or port or station staff, or by defects in the means of transport for which the Insured Person had a valid travel ticket. The delay or cancellation of the trip must be confirmed by the carrier.

4. Costs related to the cancellation of hotel accommodation and the cancellation of a travel ticket for a foreign trip or a domestic trip shall be reimbursed only if they arise from events that occurred before the beginning of that foreign or domestic trip and prevented the Insured Person from commencing said trip:
 - 1) a sudden illness or accident preventing the Insured Person from going on the trip, requiring hospital treatment for a period of not less than 7 days, or outpatient treatment for a period of not less than 14 days;
 - 2) death of the Insured Person;
 - 3) a sudden illness or accident of a close relative requiring the presence of the Insured Person and his or her permanent care over that relative, provided that no other adult from the same household can take care of that relative;
 - 4) a sudden illness or accident of an accompanying person;
 - 5) death of a close relative;
 - 6) an offence committed by third parties to the detriment of the Insured Person or close relatives, which gave rise to the need to perform factual or legal actions in person;
 - 7) events the consequences of which directly affected the property of the Insured Person, i.e. burglary, fire, lightning strike, blast, hurricane, aircraft crash, flood, hail, heavy rainfall, land subsidence or landslide, avalanche, leakage of water from water and sewage installations, groundwater overflow, which made it necessary for the Insured Person to perform, in person, appropriate factual or legal actions aimed at eliminating the effects of such events;
 - 8) documented theft or loss of documents necessary for the trip (e.g. passport, entry visa), provided that such theft or loss took place within the period of 30 days prior to the trip and was reported to the relevant authorities within 24 hours from the theft, unless circumstances prevented such notification from being performed.
5. Wiener shall cover the costs incurred by the Insured Person to purchase necessities (clothing, toiletries, food, non-alcoholic beverages) in connection with the delay or cancellation of travel, up to PLN 500. The costs incurred shall be reimbursed unless the costs of purchase of the necessities have been reimbursed by the carrier. The benefit shall be paid starting from the 4th hour of the delay, up to the amount of the sum insured.

§ 2. Exclusions of Wiener's liability

1. Wiener shall not be liable if the event causing the costs resulting from the cancellation of hotel accommodation and the cancellation of the travel ticket was caused by the Insured Person as a result of:
 - 1) committing or attempting to commit an offence or suicide;
 - 2) engaging in brawls, riots and commotion, strikes, roadblocks, protests;
 - 3) deliberate action;
 - 4) mental disorders and diseases;
 - 5) an accident which occurred while driving a motor vehicle or any other vehicle in a state after consumption of alcohol, under the influence of drugs, psychotropic drugs or other similar substances or without the required authorisations to drive such vehicle;
 - 6) poisoning with alcohol, drugs, psychotropic drugs or similar substances;
 - 7) actions under the influence of alcohol, drugs, psychotropic drugs or other similar substances.
2. Wiener shall not be liable if the event giving rise to travel delay, cancellation of travel, cancellation of hotel accommodation and cancellation of a travel ticket was caused by:
 - 1) warfare or state of emergency;
 - 2) nuclear or chemical contamination or irradiation.
3. Wiener shall not cover or reimburse the costs of cancellation of hotel accommodation or cancellation of a travel ticket if there were medical contraindications as regards the Insured Person going on a trip or indications for surgery or in-patient treatment.
4. Wiener shall not cover or reimburse the costs of cancellation of hotel accommodation or the costs of cancellation of a travel ticket if such cancellation was caused by an obstacle to the trip arising from:
 - 1) a chronic illness and its consequences which were known to the Insured Person before the date of conclusion of the insurance contract;
 - 2) health consequences or medical complications related to pregnancy, abortion, childbirth or miscarriage;
 - 3) circumstances other than those indicated in item 1) existing prior to the date of conclusion of the insurance contract, of which the Insured Person was aware or could easily learn about (e.g. passport invalidity, border closure, vaccination requirements);
 - 4) cancellation of travel by the employer.
5. Costs of cancelling the following shall not be covered:
 - 1) charter flight tickets;
 - 2) tickets for multiple trips;
 - 3) tickets where the date of departure or end of the trip is not clearly defined.
6. Wiener shall not reimburse the costs of an entry visa or additional charges related to ticket cancellation.

§ 3. Sum insured

1. The sum insured for travel delays shall be EUR 75 per each hour after at least 4 hours of the delay per each Insured Person, but not more than EUR 400, unless the limit under the insurance contract provides otherwise.
2. The sum insured for travel cancellation shall not exceed EUR 400, unless the limit under the insurance contract provides otherwise.

3. The sum insured for cancellation of hotel accommodation and cancellation of a travel ticket shall amount to PLN 3,000, unless otherwise provided for in the insurance contract.

§ 4. Obligations of the Insured Person after a loss has occurred

1. 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 event of a delay or cancellation of the trip – report the loss to Wiener immediately, but not later than 7 days from the date of return from the trip or after the reasons preventing the loss from being reported cease to apply;
 - 2) immediately notify the carrier in writing about the need to cancel the ticket, and where it is necessary to cancel the accommodation – also notify the hotel;
 - 3) notify Wiener of the occurrence of an event causing the cancellation of the ticket or accommodation immediately after becoming aware thereof;
 - 4) provide Wiener with any and all documents necessary to assess the legitimacy of the claim, i.e.:
 - a) confirmation of payment for the travel ticket, accommodation, travel;
 - b) documents confirming that the costs of travel in the case of a travel delay or the costs of accommodation or a travel ticket have been incurred in connection with their cancellation;
 - c) declaration of the cancellation of hotel accommodation or a travel ticket, as confirmed by the hotel or carrier, as appropriate, which should be drawn up not later than 2 working days from the date of occurrence of the event giving rise to the cancellation;
 - d) certificate issued by the hotel's or carrier's administrative personnel, regarding the amount of reimbursement offered for the cancellation of accommodation or travel ticket;
 - e) documentation confirming the need to cancel the ticket, e.g. medical documentation, death certificate of a close relative, a police certificate confirming property damage, a certificate from local authorities confirming the occurrence of fortuitous events.

§ 5. Determination of the amount of indemnity

1. The determination of the legitimacy and amount of compensation shall be made on the basis of evidence and documents submitted by the Insured Person.
2. Wiener may request the Insured Person or his/her legal representative to grant a written consent to contact the entities which provided health services to the Insured Person in order to obtain information required to verify the data provided by that person about their health condition, in particular to contact physicians who provided or continue to provide care to the Insured Person, in order to determine whether the disease is the result of pre-existing conditions or has occurred for the first time.
3. Should it be impossible to determine the health condition of the Insured Person based on available documents, opinions and medical information, Wiener shall determine the health condition of the Insured Person on the basis of examinations performed by the certifying physician appointed by Wiener.
4. The amount of compensation in the event of cancellation of a travel ticket or cancellation of accommodation shall be the difference between the price and the amount of the refund made by the hotel or carrier.
5. Reimbursement shall be made in the order in which the documents confirming that such costs have been incurred are received by Wiener, unless the Insured Person agrees otherwise with Wiener.
6. If the reason for applying for compensation is the death of the Insured Person, the compensation shall be paid to the Beneficiary.

CLAUSE 9

Insurance against travel expenses of a substitute employee or costs of hiring a driver

§ 1. Subject and scope of insurance

1. Without prejudice to other provisions of the GTCI not amended by this Clause, the insurance shall cover (or reimburse) travel expenses incurred by a substitute employee, costs of hiring a driver and costs of assistance in bringing a motor vehicle to the Republic of Poland or the country of permanent residence.
2. Pursuant to this Clause, Wiener shall:
 - a) reimburse reasonable and documented costs of travel of a substitute employee which occurred in connection with an event preventing the continuation of a business trip by the Insured Person, such as death, sudden illness or accident of the Insured Person or of a close family member (spouse, parents, children, cohabitant),
 - b) reimburse reasonable and documented costs of hiring a professional driver or another person holding a driver's licence who will take the Insured Person to the Republic of Poland if the Insured Person's health condition does not allow him/her to drive a vehicle and the accompanying person does not hold a driver's licence to drive the vehicle by which the Insured Person is travelling.
 - c) arrange transport for a third party or a co-worker of the Insured Person residing in the same country of permanent residence as the Insured Person and shall reimburse these costs so that they can drive the car to the place of residence of the Insured Person or the registered office of the Policyholder, if as a result of an accident or a sudden illness the Insured Person is hospitalised for more than 10 days, returns to the place of residence or is completely incapable of driving, and a close relative, third party or accompanying person or any co-worker is not licensed to drive

the vehicle, and the Insured Person uses a private or company car for business travel purposes. The reimbursement shall apply to taxi costs if the distance to the destination is less than 30 kilometres, a train ticket (first class) if the distance to the destination is 30 kilometres or more, or an air ticket (economy class) if the travel by train would take over 5 hours.

3. The term "travel expenses of a substitute employee" used in this Clause shall mean the costs of transporting a person appointed to replace the Insured Person which were incurred by the employer of the Insured Person and documented by relevant tickets or other proof of payment.
4. Recognition of the costs referred to in item 1 shall be subject to a prior consent of the Emergency Centre or Wiener.

§ 2. Exclusions of Wiener's liability

1. The insurance cover shall not include fuel costs, highway tolls, parking fees, accommodation costs and any other expenses incurred by the Insured Person during the Insured Person's return to the Republic of Poland or the country of permanent residence.
2. The reimbursement of costs of assistance in bringing a motor vehicle to the Republic of Poland or the country of permanent residence shall not be granted to a partner or children accompanying the Insured Person on a business trip.

§ 3. Sum insured

1. The sum insured for travel expenses of a substitute employee or the costs of hiring a driver shall be EUR 1,000.
2. The sum insured for the costs of assistance in bringing a motor vehicle to the Republic of Poland or to the country of permanent residence shall be indicated by the Policyholder, but shall not exceed EUR 600.

§ 4. Obligations of the Insured Person after a loss has occurred

1. 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:
 - a) 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;
 - b) enable Wiener to inquire about the circumstances of the covered event.

§ 5. Determination of the amount of indemnity

The determination of the legitimacy and amount of compensation shall be made on the basis of evidence and documents submitted by the Insured Person or a person authorised to receive the compensation on this account, including medical documentation confirming the need for the Insured Person to return to the place of residence.

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