

**Travel Insurance Conditions
for the Customers of ITAKA Tour Operator No. 10.11.010**

Europäische Reiseversicherung AG with its seat in Munich, Division in Poland, ul.
Chmielna 101/102, 80-748 Gdańsk

Information concerning insurance contracts concluded based on "Travel Insurance Conditions for the Customers of ITAKA Tour Operator" No. 10.11.010 Europäische Reiseversicherung AG with its seat in Munich, Division in Poland (hereinafter ERV) in accordance with the Regulation of the Minister of Finance of 16 December 2015 on the method of preparing the information to be included in contract specimens used by the insurance company (Journal of Laws of 2015 item 2189)

	Conditions for payment of compensation and other benefits			Limitations and exclusions of ERV liability permitting to refuse payment of compensation, benefits or reducing them	
	Subject and scope of insurance	Duties of the Insured in the event of an indemnifiable accident	Rules for determining and paying compensations or benefits	Limitations and exclusions of ERV liability	The Insured own share or integral franchise
General provisions	§1 section 2, §§18-21	§9, §10	§11	§13 section 2,4, §17	-
Resigning from the trip	Chapter A, §22, §23, §24 section 12, §27	Chapter A, §28	-	Chapter A, §25, §26	Chapter A, §24 section 3-4
Interrupting the trip	Chapter B, §§29-31	Chapter B, §34	-	Chapter B, §30 section 2-6, §32, §33	-
Costs of treatment and transportation	Chapter C, §§35-37, §38 section 1-2	Chapter C, §38 section 3, §40	-	Chapter C, §37 section 3-4, §39	Chapter C, §38 section 4
NNW insurance	Chapter D, §§41-44	Chapter D, §47	Chapter D, §45	Chapter C, §45 section 11, §46	-
Baggage	Chapter E, §§48-50, §51 section 1-4	Chapter E, §54, §55	Chapter E, §52	Chapter E, §53	Chapter E, §51, section 5
OC insurance in private life	Chapter F, §56, §57, §58 section 1-2	Chapter F, §60	-	Chapter F, §57 section 5, §59	Chapter F, §58, section 3
Civil liability insurance in relation to practicing sports	Chapter G, §61, §62, §63 section 1-2	Chapter G, §65	-	Chapter G, §62 section 5, §64	Chapter G, §63, section 3
Search and rescue costs	Chapter H, §§66-68	Chapter H, §70	-	Chapter H, §69	-
Ski gear	Chapter I, §§71-73, §74 section 1-3	Chapter I, §77, §78	Chapter I, §75	Chapter I, §76	Chapter I, §74, section 4
Rehabilitation	Chapter J, §§79-81	Chapter J, §83	-	Chapter J, §82	-
Assistance	Chapter K, §§84-106	Chapter K, §97 section 2, §100, §107	-	Chapter K, §§85-94, §96 section 3-7, §97 section 2-4, §98 section 2-5, §102, §103, §106	-

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- A Insurance costs of resigning from the trip
- B Insurance costs of interruption of the trip
- C Insurance costs of treatment and transportation
- D Insurance of the effects of accidents
- E Insurance of the baggage and the costs of delay in delivery of baggage
- F Civil liability insurance in private life
- G Civil liability insurance in relation to practicing sports
- H Insurance of search and rescue costs
- I Ski equipment insurance.
- J Insurance of costs of rehabilitation
- K Insurance of costs of provision of immediate assistance
 - Basic Assistance
 - Extended Assistance
 - Assistance Active

Paragraphs 1-21 pertain to all insurances during travel of the Insurer Europäische Reiseversicherung AG with its seat in Munich Division in Poland. The subject and scope of insurance protection has been specified accordingly in sections A-K.

§ 1 General provisions

1. On the basis of these Conditions of Insurance Europäische Reiseversicherung AG with its seat in Munich Division in Poland, hereinafter referred to as ERV, in the scope of the activities of its company, concludes insurance contracts with physical persons, legal persons and organizational bodies not being legal persons, hereinafter referred to as Insuring Parties.
2. The insurance contract may include in its scope the insurance of:
 - 1) costs of resigning from the trip,
 - 2) costs of interrupting the trip,
 - 3) costs of treatment and transportation,
 - 4) consequences of accidents,
 - 5) baggage and the costs of delay in delivery of baggage,
 - 6) civil liability in private life,
 - 7) civil liability in relation to practicing sports,
 - 8) search and rescue costs,
 - 9) ski equipment,
 - 10) costs of rehabilitation,
 - 11) costs of provision of immediate assistance.

§ 2 Definitions

Within the meaning of these Insurance Conditions, one shall understand:

- 1) acts of terrorism - illegal organized actions for ideological, religious or political motives, individually or in group, directed against persons and/or objects in order to introduce chaos, intimidate a population, and disorganize public life by using violence, and also threats against society to intimidate it in order to achieve political, religious or social objectives,
- 2) practicing skiing - recreation and a sports activity, not connected with receiving financial and economic gratification, in the field of all forms of movement with the use of skiing equipment and snowboard, in order to improve dexterity and health efficiency, practiced in marked downhill, running routes,
- 3) practicing amateur sports - sport activity performed solely for recreational purposes, i.e. leisure, entertainment, personal development, improving fitness or health,

- 4) tour operator - an entity running business operations in the territory of the Republic of Poland, in line with valid law possessing the rights to run business operations of a travel organizer, travel intermediary or a travel agent, which concluded a contract for rendering travel services with the Insuring Party or which made a sale of an airplane ticket to the Insuring Party,
- 5) Alarm Center - an organizational entity indicated by ERV, dedicated to providing services in the scope of providing immediate assistance under the insurance contract,
- 6) chronic disease - a medical condition diagnosed prior to concluding the insurance contract, which has at least one of the following characteristics: it is characterized by slow development, long-lasting course, requires treatment in a continuous or periodic manner, in its course there may be periods of disappearing symptoms or their exacerbation (intensification),
- 7) insurance document - a policy, insurance certificate or other document confirming the conclusion of the insurance contract,
- 8) epidemic of a contagious disease - an occurrence in the given area of contagious disease or infections in a number significantly higher than in the earlier period or occurrence of contagious diseases or infections which have not previously occurred,
- 9) tour event - at least two tourist services (tour guide services, hotel services and all other services provided to tourists or visitors) establishing a uniform program and covered by a common price, if the said services cover lodging for the night or which last more than 24 hours or if the program covers a change of the place of stay,
- 10) theft with burglary - a seizure or an attempt to seize property from a closed premises or a car trunk after previously removing the protection by force or opening the entrance (lid of the trunk) using tools, or a forged or adapted key, or the original key into possession of which the perpetrator had come as the result of burglary in another room or as the result of robbery,
- 11) country of residence - the Republic of Poland or the country where the person is covered by social insurance.
- 12) outpatient treatment - any treatment aside from that which lasts continuously for at least 24 hours of stay in a hospital or other medical facility,
- 13) hospital treatment - a stay in a medical facility, lasting continuously for at least 24 hours;
- 14) place of residence - the place of permanent residence and the place where a person resides or stays with the intention of permanent residence,
- 15) sudden illness - a medical condition occurring suddenly, requiring immediate medical assistance; heart attacks and strokes are also regarded as sudden illness, unless, prior to the conclusion of the insurance contract, no disease of the cardiovascular system occurred (including hypertension or coronary artery disease) or diabetes,
- 16) skiing - cross-country skiing, downhill skiing and snowboarding on marked routes,
- 17) accident - a sudden event independent of the victim's will, incurred by an external cause,
- 18) liability period - the period in which ERV is responsible for insurance accidents sustained during its lifetime,
- 19) insurance period - the period indicated in the insurance document for which the parties concluded the insurance contract, and during which ERV provides insurance coverage,

- 20) close person - parents, adoptive parents, step-parents, siblings, spouse, concubine or cohabitant, children (including adopted), step-children, grandparents, grandchildren, in-laws, daughters-in-law, sons-in-law,
- 21) accompanying person - a person taking the entire trip with the Insured and specified by him/her for accompanying him/her during treatment or transport,
- 22) third party - person outside insurance relation,
- 23) authorized person - the person or persons designated in writing by the Insured, who are to receive the benefit conferred due to the death of the Insured in the insurance of consequences of accidents, as well as the person or persons onto which the entitled person's claim is transferred after death, as right to property belonging to the inheritance of the entitled person,
- 24) person requested to accompany - a close person or other person indicated by the Insured, who due to the absence of an accompanying person will come to accompany him/her during the course of treatment or transport, or in the event of the Insured's death in order to accompany the body during transport,
- 25) pandemic - an epidemic of a contagious disease covering an area of a significant part of the continent or several continents,
- 26) trip - any movement and/or stay outside the place of the residence of the Insured for tourist purposes,
- 27) trip abroad - any movement and/or stay outside the country of residence of the Insured for tourist purposes,
- 28) employment - the Insured taking up or performing activities for which he/she receives remuneration,
- 29) professional practicing of sports - practicing sports within sport sections or sport clubs to earn,
- 30) carrier - a company endowed with all permits and licenses, enabling the payable transport of persons and property by means of transport by land, air or sea,
- 31) resident - any physical person residing on the territory of the Republic of Poland with the intention of permanent residence,
- 32) robbery - stealing movable property by using or threatening to use physical violence, or causing the Insured to be unconscious or defenseless,
- 33) commencement of trip - the moment of leaving the place of residence in order to travel,
- 34) elementary risks - the following random events:
- a) violent rain - rainfall with a performance coefficient of at least 4, confirmed by the competent meteorological Institute; single damages are regarded to be caused by violent rain, if action of violent rain has been confirmed in the immediate vicinity,
 - b) volcanic eruption – a phenomenon of any volcanic material coming out to the surface or to the atmosphere, i.e. magma, pyroclastic materials, gases, vapours,
 - c) hail – precipitation consisting of ice nuggets causing massive damage; single damages are regarded to be caused by hail, if action of hail has been confirmed in the immediate vicinity,
 - d) hurricane - an act of the wind with velocity of no less than 24m/sec, causing massive damage, as a confirmation of this phenomenon one assumes the factual state and the scale of damage at the place of occurrence of the damage or in its proximity, certifying about the activity of the hurricane,
 - e) avalanche – a rapid slip off or sliding of masses of snow, ice, mud or stones from flanks and slopes on mountain or rolling terrains,
 - f) landslide - a rapid movement of earth masses not caused by human activity,
 - g) flood – sinking of the land as a result of the increase in water levels in the river basins of flowing or standing waters, or as a result of run-off of waters from flanks and slopes on mountain or rolling terrains,
 - h) fire - the activity of fire, which penetrated outside the fireplace or occurred without a fireplace and could spread on its own,
 - i) earthquake – is a natural, short and sharp shock (or series of shocks) of land, formed under the surface of the Earth and emanating in the form of seismic waves from the center (epicenter), located on the surface where the vibrations are strongest; in determining the strength of an earthquake, magnitude scale is used (Richter scale),
 - j) lightning strike – a direct discharge of electric charge from the atmosphere to earth through the property,
 - k) crash of an aircraft – a catastrophe, or forced landing of an engine aircraft, non-engine aircraft or other flying object, as well as the fall of its part or cargo, excluding fuel dump,
- l) flooding - the consequences of the activities of water, arising as a result of:
 - i) water, steam or liquids released as a result of damage to the water supply, sewerage or heating network systems,
 - ii) the withdrawal of water or sewage from the public sewerage system,
 - iii) leaving open faucets or other valves in network devices specified in subpoint i) of this letter,
 - m) land subsiding - the collapse of ground level due to the collapse of natural, empty spaces in the ground, except in the case of damage related to the movement of a mining plant,
- 35) extreme sports - participating in tours or expeditions to places that are characteristic of extreme weather or natural conditions (such as: desert, bush, jungle, the poles and glacial and snowy areas requiring the use of assistance equipment) and practicing sports that require extraordinary skills, courage and activity in conditions of high risk, often life-threatening, in particular: air sports, bungee jumping, parkour, freerun, caving, mountaineering, Himalayan mountaineering, trekking at an altitude of 4,500 meters above sea level and in difficult terrain or climate conditions, ice climbing, ski jumping, heli-skiing, heliboarding, bobsleighbing, mountain biking, hydrospeed, motocross, all kinds of acrobatic stunts,
- 36) air sports - practicing ballooning, hang gliding, paragliding, parachuting, gliding and all kinds of varieties, as well as practicing any discipline related to movement in the sky,
- 37) high-risk sports - skiing, diving with breathing apparatus, free diving below 10 m below sea level, rafting and other sports practiced on mountain rivers (with the exception of hydrospeed), sailing on the seas and oceans, rock climbing and alpine climbing (with the exception of mountaineering and Himalayan mountaineering), bouldering, trekking at an altitude of 2,500 meters above sea level to 4,500 meters above sea level, martial arts or any kind of defense sports, hunting, shooting, fencing, ice hockey, ice-skating, mounting and riding on rideable and draft animals, polo, quad riding, water skiing and jet-skiing, riding on objects towed by vehicles designed to travel on water, kitesurfing and sports that use vehicles designed for traveling on snow or ice,
- 38) skiing equipment - cross-country or alpine skis along with skiing bindings, poles, skiing boots, snowboard along with bindings and snowboarding boots,
- 39) war zone - areas where hostilities are being conducted, where the following are taking place: revolution, rebellion, riots or unrest with weapons. It does not matter whether war has been declared or not, if the area has been declared by a war zone by the UN. These areas also include areas where military operations are being conducted, such as: uprisings, rebellions, civil war, martial law, guerrilla warfare, siege,

- 40) guarantee sum - the upper limit of ERV liability in civil liability insurance, referred to in § 1 sec. 2 point 6) - 7), set out in Polish Zlotys,
- 41) insurance sum - the upper limit of ERV liability in insurance referred to in § 1 sec. 2 point 1) - 5) and 8) - 11), set in Polish Zloty or in foreign currency converted into the Polish currency at the average exchange rate of the Narodowy Bank Polski on the day preceding the insurance contract,
- 42) damage to property - loss, damage or destruction of material objects, including real estate and movable property,
- 43) Insuring Party - a physical person, legal person or organizational entity without legal personality, with which ERV concludes an insurance contract and which is the only entity obliged to pay the insurance premium,
- 44) Insured - a physical person covered by insurance, specified in the insurance document,
- 45) own share - the amount by which ERV reduces the granted compensation,
- 46) authorized person - the Insured, while in the case of civil liability insurance of the injured party, being the third party,
- 47) tour participant - a person who, together with the Insured, booked a trip whose details are on the same travel document and which is covered by insurance at ERV due to travel cancellation insurance,
- 48) competitive sports - practicing sports within sport sections or clubs, in the form of regular, intense training while participating in fitness and training camps or competitions and sports events not associated with receiving salary or any financial gratification,
- 49) accident insurance - a random event covered by insurance, which constitutes the basis to make claims for the payment of compensation or benefits,
- 50) end of the trip - the moment of arrival to the place of residence after the completion of the trip,
- 51) random event - a future and uncertain event independent of the Insured's will, which took place during the period of ERV liability.

§ 3 Conclusion of insurance contract

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

§ 4 Conclusion of a contract on someone else's account

1. The Insuring Party may conclude an insurance contract on someone else's account.
2. The ERV shall be entitled to claims for payment of a premium only against the Insuring Party. ERV may raise an objection affecting their liability also against the Insured.
3. The Insured shall be authorized to demand the compensation or benefit due directly from ERV.
4. The Insured may demand that ERV provides to the Insured information on the provisions of the concluded insurance contract within the scope to which they pertain to its rights and obligations.
5. In the case of conclusion of a contract for the benefit of a third person, provisions of these Insurance Conditions apply accordingly to the person, in aid of whom the insurance contract has been concluded.

§ 5 Territorial scope

Insurance coverage is provided in the following geographical zones, subject to the provisions of § 17 and § 19:

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

§ 6 Insurance premium

1. The insurance premium is determined based on the tariffs valid as of the date of conclusion of the insurance contract.
2. The amount of the insurance premium depends on the insurance variant, the scope of additional risks, the territorial scope, the insurance period, the age of the Insured person.
3. The insurance premium is payable once, in full, at the latest on the day of concluding the insurance contract, unless the parties agreed otherwise.
4. If the premium payment is made in the form of a postal order, the payment day is deemed to be the date of the postmark. In the case of payment by bank transfer, the payment day is deemed to be the date of debiting the account of the party making the payment.
5. Payment of an amount lower than the amount stemming from the insurance contract shall not be construed as payment of the premium.
6. In the case of revealing a circumstance, which entails a change of the probability of an accident, each of the parties may demand a corresponding change of the amount of the premium, starting at the time of occurrence of the said circumstance, however, not before the beginning of the current insurance period. In the case of failure to report such a demand, the other pay may terminate the contract with immediate effect within 14 days.

§ 7 Insurance period and liability period of ERV

1. The insurance period shall be specified in the insurance document.
2. The liability period of ERV starts from the date and time indicated in the insurance document as the date marking the beginning the insurance period, but no earlier than the moment of starting the trip, provided that the premium is paid, with reservation to the provisions of sec. 3, 5 and 6 of this paragraph.
3. In the case of concluding the insurance contract on behalf of the Insured who is residing outside the country of residence, the liability period of ERV starts after 7 days (grace period), starting from the day following the date of conclusion of the insurance contract and payment of premiums. The grace period does not apply in the case of extending the validity period of insurance contracts (renewal of insurance coverage), provided that the extension is made before the expiry of the period of validity of the renewed contract, keeping the continuity of the coverage period.
4. ERV's liability period ends on the date indicated in the insurance document as the end date of the insurance period, but not later than upon concluding the trip, unless the insurance relation expired before that date or the insurance/guarantee sum was exhausted, with

reservation to the provisions of sec. 5 and 6 below.

5. The liability period in the case of insurance on costs for cancelling the trip begins on the date of concluding the insurance contract and ends:
 - 1) at the hour of departure on the day indicated in the travel document, as the moment of commencement of the tour event, subject to items 2) and 3) below,
 - 2) 48 hours before the planned beginning of the stay at the target place or departure, in the case of a tour event with own means of transport,
 - 3) 48 hours before departure from the airport located outside the borders of the Republic of Poland.
6. The liability period for medical expenses and transport, insurance of costs of search and rescue, as well as civil liability insurance begins at the moment of crossing the border of the country of residence at departure and ends at the moment of crossing the border of the country of residence when returning.
7. ERV shall automatically extend the period of insurance up to 3 months in the case, in which return of the Insured to the country of residence must be delayed due to sudden illness or accident, covered by insurance protection (continuation of treatment), subject to section 8.
8. The decision, whether treatment may be qualified as continuation of treatment or not, rests with the doctor of the Alarm Center, and shall be made after acquiring an opinion of the doctor conducting the treatment.

§ 8 Withdrawal from and termination of insurance contract

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

§ 9 General obligations of the Insuring Party and the Insured

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

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

1. The Insured is obliged to notify ERV about the occurrence of the insurance event immediately, not later than within 3 days of the date of its occurrence or the date of obtaining news of it. In the case of violation of this obligation, either intentional or due to gross negligence, ERV may decrease the compensation or benefit accordingly, if the said violation contributed to increasing the damage or made it impossible for ERV to determine the circumstances and effects of the accident.
2. In the event of an insurance event occurring, the Insured is obliged to use available resources to rescue the subject of insurance and to prevent loss or reduce its size, and to refrain from actions leading to its increase. In the event of breach of this duty deliberately or through gross negligence, ERV is free from liability for damages caused because of this.
3. ERV shall be obligated, within the limits of the insurance, to reimburse for any costs resulting from use of means referred to in section 2, if the said means had been expedient, even if they turned out to be ineffective.
4. In addition, the Insured shall be obligated to:
 - 1) allow ERV to perform actions aiming at determination of the circumstances of occurrence of the insurance accident, the validity of the claim and amount of compensation or benefit, provide the necessary documentation, provide support and explanations, and if necessary, release doctors from the obligation to maintain doctor's confidentiality.
 - 2) follow the instructions of ERV and the Emergency Center, to provide all necessary information and powers of attorney,
 - 3) notify ERV about the conclusion of the insurance contract with another insurer, covering the risks insured under an insurance contract with ERV with information of the company of that insurer and the insurance/guarantee sum.
5. ERV reserves the right to request additional documents other than those specified in these Insurance Conditions needed to determine the cause of the insurance accident, liability for damages or the amount of compensation or benefits, as well as the right to verify the documents submitted in the course of liquidation proceedings and to consult specialists.
6. Failure to fulfill any of the obligations stipulated in sections 4-5 of this paragraph shall constitute basis for refusal to pay damages or benefits in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation or benefits.
7. In addition to general obligations set out in sections 1, 2, 4 and 5 of this paragraph, the Insured is also obliged to fulfill the obligations set out in chapters A - K, for each type of insurance.

§ 11 General rules for determining and paying compensations or benefits

1. ERV shall pay compensation or benefit based on the recognition of a claim of the entitled under the insurance contract or entitled person, as a result of the findings made in the liquidation proceeding, settlement concluded or final judgment of the court.

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

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

If the entitled person does not agree with the decision of ERV, in the refusal to satisfy the claim or the amount of compensation or benefit, he may, within 30 days of receipt of the ERV's decision, report in writing to the address of Europäische Reiseversicherung AG with its seat in Munich Division in Poland ul. Chmielna 101/102, 80-748 Gdańsk a request to reconsider the claim.

§ 13 Insurance regression

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

§ 14 Form of notice and language of communication

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

§ 15 Complaints (claims, grievances)

1. Insuring Party, Insured or the entitled person, who are physical persons may bring a complaint regarding the services provided by ERV.
2. The complaint may be submitted in writing, orally or in electronic form.
3. The complaint should be sent to the address: Europäische Reiseversicherung AG with its seat in Munich, Division in Poland, ul. Chmielna 101/102, 80-748 Gdańsk or by e-mail to reklamacje@erv.pl, stating the name, surname and address of the person filing the complaint, or by phone at the number.
+48 58 324 88 50 or in person at ERV unit.

4. Replies to complaint submitted with ERV shall be made in writing within 30 days from the date of receipt of the complaint, and in particularly complicated cases, within 60 days, of which ERV will inform along with the explanation of the cause of delay and indication of circumstances necessary to establish in order to consider the case and indication of date of the reply.
5. The reply may be given in electronic form (e-mail) at the request of the person filing the complaint.
6. In the case of rejection of claims resulting from the complaint, the claimant may apply for consideration of the case to the Financial Ombudsman, to the appropriate district consumer advocate or bring the case to common court.

§ 16 Competent court and jurisdiction

1. Disputes arising from this insurance agreement can be considered by the courts according to general jurisdiction or the proper court for the place of residence or seat of the Insuring Party, authorised Insured or the entitled person.
2. The parties of the insurance agreement may submit disputes arising from it to the court of arbitration.
3. In matters not regulated by these Terms and Conditions of Insurance, the provisions of the Polish Law apply.

§ 17 General ERV disclaimer

1. ERV is free from liability if the Insured caused the damage intentionally. In the event of gross negligence, compensation is not due, unless payment of compensation corresponds to equitable considerations in the given circumstances, with reservation to the provisions of § 59, section 1 and § 64 section 1.
2. In the scope of all risks covered by the contract, damages caused by the following are excluded from ERV liability:
 - 1) activities in war zone, with reservation to § 19,
 - 2) acts of terrorism, with reservation to § 18 section 2 points 2 and 4,
 - 3) riots, strikes, and other forms of protest actions,
 - 4) activities of atomic energy or other ionizing radiation, radioactive and chemical contamination,
 - 5) confiscation, detaining or damaging property by customs authorities or other national authorities, refusal to enter the territory of a given country or prohibition of leaving the country of residence,
 - 6) pandemic,
 - 7) attempt to commit or committing suicide by the Insured, self-inflicted injury or a crime, regardless of the state of mind,
 - 8) mental disorders and behavioural disorders of the Insured,
 - 9) diseases transmitted only sexually, AIDS and HIV infection,
 - 10) intoxication of the Insured with alcohol, drugs or other narcotics, psychotropic substances or substitutes within the meaning of the act on counteracting drug addiction, as well as causing an insurance accident under their influence,
 - 11) the Insured driving a vehicle without the necessary permit or after consuming alcohol, using drugs or other narcotics, psychotropic substances or substitutes within the meaning of the act on counteracting drug addiction,

- 12) the Insured piloting engine aircrafts and travelling on aircrafts, with exception to flights as a passenger of airlines, if the flight was performed in accordance with applicable laws,
 - 13) participation of the Insured as a participant of races and other forms of rivalry, shows, test drives and speed tests, as well as trainings related to them, any types of land and water engine vehicles and off-road motorcycling,
 - 14) practicing extreme sports, with reservation to the provisions of section 3 of this paragraph and § 18,
 - 15) practicing competitive sports, with reservation to the provisions of section 3 of this paragraph,
 - 16) practicing professional sports, with reservation to the provisions of section 3 of this paragraph,
 - 17) performing remunerated physical work, with reservation to the provisions of section 3 of this paragraph,
 - 18) practicing high-risk sports, with reservation to the provisions of section 3 of this paragraph and § 18.
3. In the case of the insurance of the costs of resigning from the trip, general disclaimer referred to in section 2 of points 14) - 18) does not apply.
 4. In the case of the insurance of the costs of resigning from the trip and insurance of the costs of interruption of travel, provisions contained in the preceding sections of this paragraph shall apply also to a relative of the Insured and the travel co-participant and his/her relative.
 5. ERV does not provide insurance protection in the event of travelling:
 - 1) to territories in relation to which before commencing travel by the Insured the Ministry of Foreign Affairs of the Republic of Poland issued a warning for travelers of the highest degree,
 - 2) to territories which at the moment of commencing travel by the Insured constitute war zone, with reservation to the provisions of § 19.
 6. Insurance does not apply in any case if the Insured takes an active part in: war activities, revolution, rebellion, riots, unrest with weapons, uprising, revolt, civil war, guerrilla warfare, siege state and in relation to events arising from the effect of atomic, biological or chemical weapons.
 7. If the provision of insurance protection or payment of benefits is contrary to the binding provisions of the law, in such situations ERV is dismissed from liability and does not pay benefits that are prohibited by law.
 8. In addition to the general inclusions of ERV's liability, set out in the previous sections of this paragraph, at the same time exclusions and limitations specified in sections A-K, concerning specific types of insurances, also apply.

§ 18 Extension of the scope of insurance

1. At the request of the Insuring Party, against payment of an additional premium, insurance in variants Itaka Simple, Itaka Complex and Itaka Complex Plus may be extended and include SKI Package.
2. At the request of the Insuring Party, against payment of an additional premium, with keeping the remaining provisions of these Conditions of Insurance unchanged, the parties may extend the scope of protection of the variant Itaka Simple under the insurance of medical expenses and transport costs, results of unfortunate accidents and costs of provision of immediate assistance, by damages arising from:
 - 1) amateur practicing high-risk sports,
 - 2) acts of terrorism that occurred suddenly and unexpectedly during a trip abroad of the Insured, with reservation to the provisions of § 19.
3. At the request of the Insuring Party, against payment of an additional premium, with keeping the remaining provisions of these Conditions of Insurance unchanged, the parties may extend the scope of protection of the variants Itaka Complex and Itaka Complex Plus under the insurance of medical expenses and transport costs, results of unfortunate accidents, costs of search and rescue, costs of provision of immediate assistance and civil liability insurance (in accordance with provisions specified in chapter G "Civil liability insurance in relation to practicing sports") by damages arising from:

- 1) amateur practicing high-risk sports,
 - 2) amateur practicing extreme sports.
4. With reservation to the provisions of § 19, at the request of the Insuring Party, against payment of an additional premium, with keeping the remaining provisions of these Conditions of Insurance unchanged, the parties may extend the scope of protection of the variants Itaka Complex and Itaka Complex Plus under the insurance of medical expenses and transport costs, results of unfortunate accidents, costs of search and rescue and costs of provision of immediate assistance by damages arising from acts of terrorism that occurred suddenly and unexpectedly during a trip abroad of the Insured.

§ 19 Clause of protection in war zone

If during a trip abroad the Insured shall find themselves suddenly and unexpectedly in a war zone, ERV shall be liable for damages occurred in a war zone for a period not longer than 7 days from the date when the area where the Insured is may be considered a war zone. On the basis of this clause, ERV is in no way liable for damages resulting from acts of terrorism in the war zone.

§ 20 Insurance / guarantee amount

1. The insurance/guarantee amount constitutes the upper limit of ERV liability for any insurance accidents, which occurred within the duration of ERV liability.
2. The insurance/guarantee amount within each type of insurance is reduced by every paid amount of compensation or benefits.
3. In the case of insurance on costs of resigning from the trip, the sum of insurance is the price of the tourist event or plane ticket on the date of their reservation by the Insured, however, not more than PLN 25,000 per person, unless the contract states otherwise.
4. The insurance/guarantee amount in certain variants of insurances are as follows:

Scope and insurance amounts in insurance variants	Itaka Simple	Itaka Complex	Itaka Complex Plus
Costs of resigning from the trip	-	-	-
Costs of resigning from the trip extended by the consequences of chronic diseases	-	-	-
Costs of interrupting the trip	-	PLN 5,000	PLN 5,000
Costs of treatment and	EUR 15,000	EUR 50,000	-
Costs of treatment and transportation extended by the consequences of chronic diseases	-	-	EUR 50,000
Consequences of accidents: - permanent damage to health, - death	3 000 PLN 1 500 PLN	40 000 PLN 20 000 PLN	40 000 PLN 20 000 PLN
Luggage, including: - luggage delivery delay	-	PLN 2,000 PLN 1,000	PLN 2,000 PLN 1,000
Civil liability in private life: - personal injury - damage to property	-	PLN 300,000 PLN 150,000	PLN 300,000 PLN 150,000
Search and rescue costs	-	EUR 5,000	EUR 5,000
Costs of immediate assistance, including:	Basic Assistance,	Extended Assistance	Extended Assistance

Scope and insurance in insurance variants	Resignation 80	Resignation 100	Resignation PLUS 80	Resignation PLUS 100
Costs of resignation from the trip	The sum of insurance equal to the price of the tourist event, but not more than PLN 25,000			
Costs of resignation from the trip extended by the consequences of chronic diseases	-	-	The sum of insurance equal to the price of the tourist event, but not more than PLN 25,000 per person	

Scope and insurance amounts in insurance variants	SKI Package
Extension of the insurance of medical expenses and transport costs, referred to in chapter C, by costs of medical expenses and transport incurred during a trip abroad in connection with amateur skiing	up to the insurance amount of treatment costs in the chosen variant: Simple, Complex or Complex Plus
Extension of the insurance of the results of unfortunate accidents, referred to in chapter D, with the results of amateur skiing	up to the NNW insurance amount in the chosen variant: Simple, Complex or Complex Plus
Costs of search and rescue, referred to in chapter H	EUR 5,000 for the variant Simple; for variants Complex and Complex Plus within the amount of the insurance of search and rescue costs
Civil liability in relation to practicing sports, referred to in chapter G: - personal injury - damage to property	EUR 20,000 EUR 4,000
Ski equipment, referred to in chapter I, including equipment delivery delay	PLN 4,000 PLN 800
Costs of rehabilitation, referred to in chapter J	PLN 5,000
Active Assistance, referred to in chapter K, §§105-107: - costs of equipment rental - Costs of the season ticket and classes in school - closing of ski runs	EUR 105 EUR 250 EUR 100

§ 21 Variants of insurance

On the basis of these Conditions of Insurance, due to the subject and scope of insurance, the following variants of insurance may be offered:

- 1) Itaka Simple variant, including:
 - a) costs of treatment and transportation,
 - b) consequences of accidents,
 - c) the costs of provision of immediate assistance support referred to in chapter K §§ 85-94 and § 107.
- 2) Itaka Complex variant, including:
 - a) costs of treatment and transportation,
 - b) consequences of accidents,
 - c) civil liability in private life,
 - d) luggage, including costs of delayed delivery of luggage,
 - e) costs of interrupting the trip,
 - f) search and rescue costs
 - g) the costs of provision of immediate assistance support referred to in chapter K §§ 85-104 and § 107.
- 3) Itaka Complex Plus variant, including:
 - a) costs of treatment and transportation extended by the consequences of chronic diseases,
 - b) consequences of accidents,
 - c) civil liability in private life,
 - d) luggage, including costs of delayed delivery of luggage,
 - e) costs of interrupting the trip,
 - f) search and rescue costs,
 - g) The costs of provision of immediate assistance support referred to in chapter K §§ 85-104 and § 107.
- 4) Resignation 80 which includes the costs of resignation from the trip taking into account own share of the Insured, referred to in § 24 section 3
- 5) Resignation 100 which includes the costs of resignation from the trip without taking into account own share of the Insured, referred to in § 24 section 4.
- 6) Resignation PLUS 80 which includes the costs of resignation from the trip extended by the consequences of chronic diseases taking into account own share of the Insured, referred to in § 24 section 3
- 7) Resignation PLUS 100 which includes the costs of resignation from the trip extended by the consequences of chronic diseases without taking into account own share of the Insured, referred to in § 24 section 4.
- 8) SKI package - package of insurance risks associated with amateur skiing during a trip abroad including:
 - a) extension of the insurance of medical expenses and transport costs, referred to in chapter C, by costs of medical expenses and transport incurred during a trip abroad in connection with amateur

skiing.

- b) extension of the insurance of the results of unfortunate accidents, referred to in chapter D, with the results of amateur skiing,
- c) costs of search and rescue, referred to in chapter H
- d) civil liability in relation to practicing sports, referred to in chapter G,
- e) ski equipment, referred to in chapter I,
- f) costs of rehabilitation, referred to in chapter J,
- g) Active Assistance, referred to in chapter K, §§ 105 - 107.

A Insurance of costs of resigning from the trip

§ 22 Subject of insurance

The subject of insurance costs of resigning from the trip are costs incurred by the Insured in connection with resigning from the trip before the departure date allowed for and calculated in accordance with the contract of participation in a tour event concluded between the Insured and tour operator or resulting from documented costs of resigning from the purchased plane ticket.

§ 23 Scope of insurance

1. ERV shall reimburse for the costs incurred by the Insured under the condition, that the Insured cannot take the trip according to plan due to occurrence of any of the following insurance accidents:
 - 1) death of the Insured, the travel co-participant or their relatives; in the case when the cause of resignation from the travel is the death of a relative of the Insured or a relative of the travel co-participant, ERV shall reimburse the incurred costs of resignation from the travel, provided that the death has taken place within the period of 60 days immediately preceding the date of commencement of travel,
 - 2) sudden illness or accident of the Insured, the travel co-participant or their relatives, provided that there are medical counter indications for travel, confirmed with an appropriate doctor's attestation,
 - 3) loss, destruction or damage to the property of the Insured, the travel co-participant or their relatives, as a result of theft with burglary or robbery, vehicle theft or fire, which generates the necessity to perform administrative and legal actions which require presence in the country of residence of the Insured or the travel co-participant, as far as the event has taken place within the period of 30 days immediately preceding the date of commencement of travel,
 - 4) the Insured or the travel co-participant having the date of commencement of work designated by their employer for the date of commencement or duration of the travel, as long as the Insured or the travel co-participant, on the day of conclusion of the insurance contract on costs of resigning from the trip, were, according to the applicable legal provisions, registered as unemployed,
 - 5) the Insured or the travel co-participant being dismissed from work by their employer, provided that on the day of conclusion of the insurance contract on costs of resigning from the trip the Insured or the travel co-participant was employed on the basis of permanent employment contract or worked for a period of at least 6 months based on a contract for a specified period of time. ERV shall not be held liable in the case of a disciplinary dismissal (without notice of termination),
 - 6) endangered pregnancy or pregnancy complications, as long as at the time of conclusion of the contract for participation in a tour event or purchase of the ticket the Insured or the travel co-participant were before the 10th week of pregnancy.
 - 7) theft of the Insured or travel co-participant's documents, the lack of which makes travelling abroad impossible (e.g. passport, ID, visa), on condition that the theft took place within the period of 14 days directly before the date of commencing travel and was reported to the police,
 - 8) setting the Insured or travel co-participant a date of a re-sit examination at school or university, the passing of which is necessary to continue education, on condition that the date of the re-sit examination is on the date of commencement of travel or during the tourist event and was not known at the time of concluding the agreement for participation in the tourist event.
2. ERV shall be liable for the costs of resignation from the trip in the case when the event constituting the reason for the resignation occurred within the period covered by insurance protection.

§ 24 Sum of insurance and own share

1. In reference to the costs of resigning from a tour event, the sum of insurance is equal to the price of the tourist event, enhanced by any additional benefits, e.g. optional trips, if they have been calculated in the price and paid for together with the tourist event and covered with the same insurance contract, with reservation to the limits referred to in § 20 section 3.
2. In reference to the costs of resigning from the plane ticket, the sum of insurance is equal to the price of the plane ticket, with reservation to the limits referred to in § 20 section 3.
3. The Insured incurs own share in the amount of 20% of the costs of resigning from the trip, but not less than 100 PLN per person, if the insurance contract was concluded in the variant Resignation 80 or Resignation PLUS 80.
4. The Insured shall not incur own share if the insurance contract was concluded in the variant Resignation 100 or Resignation PLUS 100.

§ 25 Limitation of liability of ERV

In the case when more than four people booked a trip together, ERV's liability is limited to the Insured's costs of resignation of the trip and co-participants of the trip who are his relatives, insured under one insurance contract, who are directly affected by the indemnifiable accident which is the reason for resigning from the trip.

§ 26 ERV Disclaimer

1. From the scope of insurance protection, except for damages caused by incidents listed in § 17, with reservation to § 17, section 3, excluded are the costs caused for reasons specified in § 23 section 1 point 2), if they took place as a result of:
 - 1) aggravation (intensification of symptoms) or complications of a chronic disease, for the reason of which the Insured, his/her relative or the travel co-participant has been treated or has not been treated despite known he/she is sick within the previous 12 months before the conclusion of the insurance agreement, unless the scope of the insurance has been extended against payment of an additional premium referred to in § 27.
 - 2) the existence of medical contraindications to travel by the Insured or co-participant of the trip, which the Insured or co-participant of the trip knew about before concluding the insurance contract, if it affected the emergence of an indemnifiable accident,
 - 3) the existence of medical indications of the Insured or co-participant of the trip, in terms of performing surgery or undergoing treatment in a hospital, which the Insured or co-participant of the trip knew about before concluding the insurance contract, if it affected the emergence of an indemnifiable accident.
2. ERV shall not be held liable for the events being the aftermath of delayed provision of transport.
3. ERV shall not be held liable for extra costs incurred by the Insured due to resignation from a tourist event, not included in the price of the tourist event.
4. ERV shall not be held liable for the costs of resignation from travel, if the reason for the resignation had arisen before the date of conclusion of the insurance contract on costs of resigning from the trip.

§ 27 Extension of the scope of protection

At the request of the Insuring Party, against payment of an additional premium within the insurance Resignation PLUS 80 or Resignation PLUS 100, with keeping the remaining provisions of these Conditions of Insurance unchanged, the scope of protection under the insurance of the costs of resigning from the trip may be extended by risk of sudden illness resulting from aggravations (intensification of symptoms) or complications of a chronic disease.

§ 28 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 23, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) submit resignation from the trip, by immediately notifying the tour operator, not later than within 3 days, in order to reduce the deduction amount for resignation and obtain written confirmation of this fact, indicating the exact date of resignation,
 - 2) submit to ERV a calculation of the costs of resignation from the trip issued by the tour operator, along with the contract of participation in the tourist event/plane ticket, certified by the tour operator with a declaration of notification about the trip resignation and insurance document, and a properly completed claim form,
 - 3) in the case when the reason for resignation from the trip is death, submit a copy of the death certificate and declaration of death,
 - 4) in the case when the reason for resignation from the trip is an accident, sudden illness, pregnancy or pregnancy complications, submit medical documents confirming the occurrence of an indemnifiable accident, including doctor's attestation confirming medical contraindications to travel by the Insured or co-participant of the trip, or certificate of necessity to hospitalize or taking care of a relative of the Insured or a relative of the travel co-participant. At the request of ERV, a certificate of incapacity for work must also be submitted. ERV reserves the right to verify the reason of inability to travel of the Insured or co-participant of the trip,
 - 5) in the case when the reason for resignation from the trip is damage to property, submit documents confirming the occurrence of basic risk or police report confirming the occurrence of a crime; in both cases also documents confirming the necessity of the presence of the Insured or co-participant of the trip in the country of residence during the planned travel must be submitted,
 - 6) in the case when the reason for resignation from the trip is the loss of job, submit the employment contract binding the two parties and the termination of the employment contract by the employer,
 - 7) in the case when the reason for resignation from the trip is commencement of work, submit a confirmation of commencement of work issued by the employer, along with a certificate of the Employment Office on possession of the status of an unemployed person at the time of conclusion of the insurance,
 - 8) in the case when the reason for resignation from the trip is theft of documents, submit the police note confirming the occurrence of the event,
 - 9) in the case when the reason for resignation from the trip is a re-sit examination, certified statement from the dean of the university or secretariat of the school confirming participation of the Insured or travel co-participant in a re-sit examination and the moment (date) of setting the date of this examination.
2. Documents referred to in section 1 shall be delivered by the Insured within 7 days of the date of acquisition of information on the insurance accident or the date of cessation of the circumstances result in inability to meet this obligation.
3. The Insured is obligated to make available the documents, which may turn out to be necessary for the consideration of the claim for the payment of damages.
4. Failure to fulfill any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

B Insurance of interrupting the trip

§ 29 Subject of insurance

The subject of insurance costs of interrupting the trip are costs incurred by the Insured in connection with earlier, not foreseen in the travel plan, return to the country of residence, necessary and documented costs of return transportation to the country of residence and costs of unused and paid benefits, such as: accommodation, board, optional trips, etc., resulting from the contract of participation in tourist event concluded with tour operator or costs of return transportation to the country of residence incurred as a result of an unused plane ticket.

§ 30 Scope of insurance

1. ERV shall reimburse the incurred costs of interrupting the trip, provided that the earlier, not foreseen in the travel plan, return of the Insured to the country of residence, is caused by the occurrence during the trip any of the following indemnifiable accidents:
 - 1) death of the travel co-participant,
 - 2) death of a relative of the Insured or a relative of the travel co-participant,

- 3) accident or sudden illness of a relative of the Insured or a relative of the travel co-participant, causing the necessity of immediate hospitalization, under the condition, that this event took place in the country of residence of the Insured or the travel co-participant,
 - 4) damage to property of the Insured or to premises where the Insured runs a business activity, caused as a result of the influence of basic risk or theft with burglary, as far as these events had taken place in the country of residence or the country of permanent residence and provided that they cause the necessity for the Insured to perform administrative or legal actions.
2. Costs of return transportation to the country of residence shall be reimbursed in the case when cost of transportation both ways was included in the contract of participation in tourist event or transportation contract, and the return trip could not take place with the use of the previously planned means of transport and only after its consultation and acceptance by the Alarm Center.
 3. ERV arranges transportation or covers its costs up to the amount of the actual costs incurred by the Insured, but not more than up to the equivalent cost of transport, which were included in the insured contract of participation in tourist event, the cost of unused return ticket included in the insured transportation contract, with reservation to the provisions of sections 4 and 5 of this paragraph.
 4. In the case of transportation of the Insured to a country other than the Republic of Poland, ERV shall cover such costs only up to the amount equivalent to such a transport to Poland.
 5. ERV reimburses the costs of unused benefits, defined as a percentage of the tourist event price, which is the ratio of the number of unused days of the tourist event (counted from the day following the day of interrupting the trip to the day of the end of the tourist event) to the number of days of the entire tourist event, foreseen in the contract of participation in tourist event, reduced by the costs of return transportation to the country of residence, provided that the amount of compensation is not higher than the sum of the insurance.
 6. ERV is responsible for the costs of interrupting the trip of such a standard as the interrupted trip only when the cause interruption occurred during the trip.

§ 31 Insurance amount

1. Insurance amount is amount for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the insurance amount indicated in § 20 section 4.

§ 32 Limitation of liability of ERV

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

§ 33 ERV Disclaimer

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

§ 34 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 30, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) immediately inform the alarm Center about the indemnifiable accident,
 - 2) submit interruption of the trip, by immediately notifying the tour operator, not later than within 3 days and obtain written confirmation of this fact,
 - 3) submit to ERV calculation of the transportation costs, issued by the tour operator, together with the insurance document and a properly completed claim form,
 - 4) in the case when the reason for interrupting the trip is death, submit a copy of the death certificate and declaration of death,
 - 5) in the case when the reason for interrupting the trip is an accident, sudden illness, submit medical documents confirming the occurrence of an indemnifiable accident, including doctor's certificate of necessity of immediate hospitalization,
 - 6) in the case when the reason for interrupting the trip is damage to property, submit documents confirming the occurrence of basic risk or police report confirming the occurrence of a crime;

in both cases also documents confirming the necessity of the presence of the Insured or co-participant of the trip in the country of residence during the interrupted travel must be submitted.

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

C Insurance of costs of treatment and transportation

§ 35 Subject of insurance

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

§ 36 Medical expenses

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

§ 37 Transport expenses

1. Upon the existence of liability in respect of medical expenses, ERV also cover the costs of:
 - 1) medical transport from the place of accident to the nearest health care facility,
 - 2) medical transport to another health care facility abroad, in the case when it is required by the Insured's health condition, confirmed by a written recommendation of the physician in charge of the treatment,
 - 3) medical transport to the Insured's accommodation after receiving medical assistance, if it is required by the Insured's health condition, confirmed by a written recommendation of the physician in charge of

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

§ 38 Sum of insurance and own share

- 1. Insurance amount is amount per person for one and all events during the insurance period.
- 2. ERV shall be liable up to the amount of the sum of insurance indicated in § 20 section 4, taking into account the limits specified in § 36 section 2 point 2) and 5), § 36 section 5 and § 37 section 1 point 8).
- 3. In the case of outpatient treatment, the Insured is obligated to each time cover its cost, however, no more than 100 EUR or the equivalence of this amount. The Insured applies to ERV for the reimbursement of costs after returning to the country of residence, with consideration to excerpt 4.
- 4. In the case of outpatient treatment costs ERV reduces the granted compensation by the Insured's own share in the amount of 25 EUR.

§ 39 ERV Disclaimer

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

- 1) treatment that was the reason to travel,
- 2) treatment, the necessity of which was known to the Insured knew before the trip (e.g. dialysis), or if there were medical contraindications to travel,
- 3) treatment of effects of not undergoing the mandatory vaccination or other preventive treatments, necessary before travelling to a country where they are required,
- 4) treatment of diseases caused by epidemics of infectious diseases that erupted and were announced by the country of destination in the media before commencing travel by the Insured,
- 5) dental treatment beyond the scope of immediate medical assistance,
- 6) treatment of alcoholism and its aggravations (intensification of symptoms) or complications, as well as the treatment of any addictions,
- 7) treatment of effects of taking medications not prescribed by a physician or prescribed, but not used in accordance with the instructions,
- 8) treatment in case when the Insured refused to return to the country of residence, even though his/her health condition allowed for it,
- 9) treatment, hospitalization or accommodation after returning to the country of residence, unless consent was obtained from the Alarm Center, and sudden illness or accident of the Insured resulted directly during the return trip to the country of residence,
- 10) plastic surgery or cosmetic treatments,
- 11) treatment of aggravations (intensification of symptoms) or complications of chronic disease, for which the Insured was treated or not treated despite the knowledge of the disease in the last 12 months prior to the date of concluding the insurance contract; the exclusion does not apply to insurance in the variant

- Itaka Complex Plus,
- 12) abortion procedure, unless it has been made to save life or health,
- 13) purchase of prostheses and repair of dentures,
- 14) spa treatment or stay in a rehabilitation center,
- 15) treatment by a doctor who is a family member of the Insured.

§ 40 Proceedings in the event of an indemnifiable accident

- 1. In the event of an indemnifiable accident, referred to in §§ 36-37, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) in the case of hospital treatment, immediately inform the alarm Center about the indemnifiable accident,
 - 2) in the case of outpatient treatment, obtain approval of the Alarm Center in the case of treatment exceeding the scope of one doctor's visit, or in the case of a necessity to incur costs over 1,000 EUR,

- 3) in the case of transport immediately inform the Alarm Center about the event and obtain its approval for incurring the subject costs,
 - 4) in the case of accommodation referred to in § 37 section 2, obtain the Alarm Center's approval for incurring the subject costs,
 - 5) exempt public and private health care facilities and doctors who treated him/her before the occurrence of the indemnifiable accident, from the duty of medical confidentiality and permit access to the documentation of the course of treatment,
 - 6) submit to ERV a properly completed claim form along with the original documents confirming the amount of the incurred costs medical documentation containing doctor's diagnoses and other documents containing information on the scope of the granted help,
 - 7) in the case of reimbursement of the total cost of hospitalization by the National Health Fund, report the event to the Alarm Center.
2. In the case of death of the Insured, the person filing the claim is obligated to provide a copy of the death certificate and a document confirming the cause of death.

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

D Insurance of the effects of accidents

§ 41 Subject of insurance

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

§ 42 Permanent damage to health

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

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

§ 43 Death

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

§ 44 Insurance amount

1. Insurance amount is determined per person and for every event.

2. ERV shall be liable maximum up to the amount of the insurance amount indicated in § 20 section 4.

§ 45 Determining and paying benefits

1. The amount of benefits for the consequences of accidents shall be determined after finding that there is a causal link between the accident and permanent health impairment or death.
2. The degree of permanent health impairment is established immediately after completion of treatment including rehabilitation, but not later than within 24 months from the date of the occurrence of the accident. A later change of the rate of permanent health impairment shall not constitute basis for changing the amount of the granted benefit.
3. The rate of the permanent health impairment is determined by the doctors appointed by ERV based on medical documentation provided by the Insured. When determining the rate of the permanent health impairment, the type of work or activities performed by the Insured are not taken into account.
4. ERV shall pay the due benefit within 14 days from the date of recognition of the claim.
5. In the case of a loss or damage of an organ or a system, the functions of which had been impaired even before the accident covered by insurance, the rate of the permanent health impairment shall be specified as the difference between the rate of health impairment after the accident covered by insurance and the rate of permanent impairment before its occurrence.
6. In a situation where death caused by an accident occurs within 24 months from the date of the occurrence of the accident, and before determining the amount of the benefit due for permanent health impairment, there is no right to a benefit for permanent health impairment.
7. If the Insured had died before collecting the benefit under permanent health impairment, caused as a result of accident covered by insurance, and the death had not been the result of this accident, then the due benefit shall be paid to the entitled person.
8. In the case of death of the Insured within 24 months from the date of the occurrence of the accident, which is not its consequence, and before establishing and receiving a statement on permanent health impairment, the benefit for health impairment is paid to entitled persons, and its amount is determined by the adjudicating doctor on the basis of submitted medical documentation as probable degree of permanent impairment.
9. The benefit for death of the Insured is paid to the person entitled, on the basis of the death certificate and documents confirming the circumstances and cause of death of the Insured.
10. The Insured may indicate by name one or more persons entitled to receive compensation in the event of his death. Indicating the person entitled may occur both when concluding the insurance contract, as well as at any time of its duration. The Insured has the right at any time during the insurance contract to change or revoke the entitled person. Modification or revocation of the entitled person at the moment of receipt to ERV of the written notice of this fact.
11. An entitled person, who deliberately caused the death of the Insured, shall not be entitled to the benefit.
12. If at the time of death of the Insured there is no entitled person or where the entitled person is deceased or has lost the right to receive benefits in accordance with the provisions of sec. 12 of this paragraph, the benefit is provided in the following order:
 - 1) spouse - in full,
 - 2) children - in equal parts (in the absence of a spouse),
 - 3) parents - in equal parts (in the absence of a spouse and children),
 - 4) siblings - in equal parts (in the absence of a spouse, children and parents),
 - 5) other statutory heirs (in the absence of a spouse, children, parents and siblings).

§ 46 ERV Disclaimer

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

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

§ 47 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in §§ 42-43, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) immediately seek medical care, and take measures to mitigate the consequences of the accident through adherence to medical recommendations,
 - 2) secure the documents necessary to establish the legitimacy of the claim and the amount of benefit, description of the course of treatment with results of tests and medical diagnosis justifying the need to provide immediate assistance, as well as other documents related to the accident (e.g. police note describing the circumstances of a traffic accident),
 - 3) exempt doctors and health care units from the duty of medical confidentiality and permit access to the medical documentation,
 - 4) submit a properly completed claim form along with full documentation of the accident.
2. In the case of death of the Insured, the authorized person is obligated to provide a copy of the death certificate and documents confirming the circumstances and cause of death of the Insured. In the case referred to in § 45 section 12, additionally a document confirming the kinship must be submitted.
3. Failure to fulfill any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay benefit in full or in part, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of benefit.

E Insurance of the baggage and the costs of delay in delivery of baggage

§ 48 Subject of insurance

The subject of insurance is travel baggage constituting the property of the Insured or in his possession when travelling abroad, as well as on the way from the place of residence directly to the border of the country of residence on the day of commencing travel and on the way from the border of the country of residence directly to the place of residence on the day of completing travel, which is considered:

- 1) as baggage containers (suitcases, trunks, bags, backpacks, etc.), with reservation to § 53 point 1),
- 2) as objects of personal use usually taken on a trip, such as: clothes, shoes, personal hygiene products, small devices (e.g. hairdryer, iron), books, glasses, tents, sleeping bags, prams, presents, souvenirs, etc. , as well as wheelchairs, prosthesis, crutches, walking sticks, pressure measuring devices, etc. if they are necessary for the Insured during the trip due to his health condition,
- 3) valuables - jewelry, binoculars and watches, on condition that they constitute hand baggage, which is under the direct care of the Insured,
- 4) mobile electronic equipment - computer, telephone, sound and image devices, photographic and audio-video equipment together with related devices, on condition that they constitute hand baggage, under the direct care of the Insured.

§ 49 Scope of insurance

1. ERV is liable for damages to hand baggage under the direct care of the Insured, as well as entrusted baggage, which is not under the direct care of the Insured, consisting in the loss, damage or destruction of the traveler's baggage.
2. In the case of hand baggage under the direct care of the Insured, ERV pays compensation for damages arising from:
 - 1) mugging,
 - 2) accident of the means of transport (e.g. accident of the means of communication),
 - 3) elementary risks and rescue operations conducted in relation to

them,

- 4) sudden illness or unfortunate accident, as the result of which the Insured lost the ability to take care of the baggage.
3. In the case of entrusted baggage not under the direct care of the Insured, ERV pays compensation for damages to the baggage:
 - 1) entrusted to a professional transport carrier,
 - 2) left in a closed room in the place of residence of the Insured as well as baggage left in a baggage storage against receipt under the condition, that it had been lost or damaged due to theft with burglary,
 - 3) left in a locked car boot, on condition that it was not visible from the outside and that the baggage was not made of non-durable material (e.g. tarp).
4. ERV shall cover the costs of temporary passport and another issuing of travel tickets under the condition of occurrence of an accident of the Insured, referred to in the preceding sections of this paragraph.
5. Valuables and portable electronic equipment are subject to insurance protection only if they are under direct care of the Insured.

§ 50 Costs of delay of delivery of baggage

In the event of at least 6-hour delay in delivery of luggage by the carrier to the place of residence of the Insured outside the country of residence, ERV shall reimburse the costs of purchase of personal use items necessary during the travel, which are to replace the items located in a properly sent baggage. The reimbursement for incurred costs shall only be issued based on original bills.

§ 51 Sum of insurance and own share

1. Insurance amount is amount for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the sum guaranteed indicated in § 20 section 4, with reservation to section 4 below.
3. The upper limit of liability for delayed delivery of luggage is included in the luggage insurance, by which one shall understand that damages paid in this respect are dedusted from the sum of luggage insurance.
4. In the case of valuables and mobile electronic equipment, ERV is liable to a maximum of 50% of the insurance amount of baggage specified in § 20 sec. 4.
5. The Insured incurs own share in the amount of 100 PLN per damage, excluding damage of delayed delivery of luggage.

§ 52 Determining the amount of damages

1. In the case of damaged items, ERV shall pay compensation in the amount of repair costs, and should repair costs exceed the amount of value loss, ERV shall pay compensation in the amount of their value loss, no more however than the actual value of the item.
2. In the case of total loss or damage to the luggage, ERV shall pay compensation in the amount of its actual value.
3. The actual value shall be construed as the amount an item of similar standard and quality may be purchased for, reduced by the value of wear of the lost item (wear degree, age).
4. In the case of movie film, carriers of images, sound and data, ERV shall pay compensation up to the value of the material.
5. In determining the extent of the damage, the scientific, collector's, historical or memorial value is not taken into account, neither are the costs incurred for decontamination of remains after the damage.

§ 53 ERV Disclaimer

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

- 1) consisting exclusively in the damage or destruction of containers for luggage,
- 2) to luggage located in a parked vehicle between 10.00 PM and 6.00 AM, with the exception of breaks in the journey, which do not last longer than 2 hours, and are always insured.
- 3) to luggage located in a camping trailer cabin or vessel between 10.00 PM and 6.00 AM, unless the camping trailer or vessel are the accommodation of the Insured,
- 4) being theft of the baggage from a tent, or roof trunk of a car in the case, in which at least one of the walls of the trunk had been made of fragile material (e.g. tarpaulin) or if the trunk had not been equipped with a securing lock,
- 5) to all kinds of documents, tickets, payment cards, keys, manuscripts, with reservation to § 49 section 4.
- 6) to domestic and foreign currencies, gold and silver coins, to silver, gold and platinum scrap or bars, as well as to articles of gold, silver, precious stones and pearls and platinum and platinum group metals, with the exception of jewelry,
- 7) to securities, i.e. checks, promissory notes, bonds, stocks, bills of lading, documentary credits and other documents replacing cash in circulation,
- 8) to works of art, antiques and collector's sets, to objects of scientific and artistic value, to hunting trophies, weapons, musical instruments, furs and leathers,
- 9) to fragile objects, particularly made of clay, glass, porcelain, marble,
- 10) to articles in quantities indicating their commercial designation, and to all kinds of stimulants,
- 11) to car accessories and objects constituting the equipment of camping trailers and to diesel fuels,
- 12) to computer programs and data saved on carriers of any kind.
- 13) resulting from the leakage of liquids, grease, dyes or corrosive substances, contained in the luggage,
- 14) occurred in cameras or electrical devices due to their defects or electric current, unless the current caused a fire (elementary risk),
- 15) to sports and tourist equipment (including ski equipment, bicycles and surfboards),
- 16) in objects used for service and production operations.

§ 54 Proceedings in the event of an indemnifiable accident

1. In the event of indemnifiable accidents, referred to in §§ 49-50, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) in the case of indemnifiable accident resulting from crime (theft with burglary and robbery) or an accident of the means of transport or disappearance during the rescue operation carried out in connection with the influence of elementary risks, immediately notify about the event nearest police station, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written police report confirming the notification, which shall be submitted to ERV,
 - 2) in the case of indemnifiable accident occurring in the place of accommodation, immediately notify about the event the administration of the hotel or other accommodation place, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to ERV,
 - 3) in the case of indemnifiable accident occurring in the luggage entrusted for transportation or storage, immediately notify about the event the carrier or storage place, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to ERV, In the event of discovery of hidden damage caused during the time when luggage had been entrusted for transportation or storage, immediately, not later than within 7 days of discovery of the hidden damage, while maintaining the deadline for submitting the complaint, request from the carrier or storage place to carry out a visual inspection and to issue a written confirmation of the fact,
 - 4) in the case of indemnifiable accident resulting from the influence of elementary risks, submit to ERV documents confirming the occurrence of elementary risk,
 - 5) in the case of a sudden illness or accident, as a result of which the Insured lost the opportunity to take care of luggage, to ERV a medical certificate on the provided medical assistance,
 - 6) in the case of a claim for delayed delivery of luggage, submit original receipts for purchased items and confirmation of the occurrence and duration of the baggage delay issued by the carrier,
 - 7) in each case, a properly completed claim form must be submitted

to ERV, and upon ERV request, destroyed or damaged items must be provided.

2. In the case of loss, destruction or damage to valuables or mobile electronic equipment, submit to ERV proofs of purchase of the items or other evidence confirming the fact of their acquisition or possession (e.g. guarantee, jewelry certificate).
3. Failure to fulfill any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

§ 55 Proceedings in the event of recovery of items

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

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

F Civil liability insurance in private life

§ 56 Subject of insurance

The subject of insurance is civil liability of the Insured in private life, resulting from tort (delict), for causing death, bodily injury or disturbance of health (personal injury) or damage/destruction of property (property damage), caused to third parties, to the repair of which the Insured is obligated under the law. ERV provides insurance for events occurring during the Insured's trip abroad.

§ 57 Scope of insurance

1. ERV, as part of its liability, undertakes to verify the validity of claims, to pay due compensation on behalf of the Insured and to dismiss unjustified claims. Payment of compensation shall take place only upon confirmation of justifiability of the claim by ERV or by a final court judgment.
2. In the case of a legal dispute pertaining to determination of civil liability of the Insured, ERV shall undertake, at its own cost, legal action on behalf of the Insured.
 3. ERV shall cover the cost of its indicated or approved defense attorney acting on behalf of the Insured in the penal proceedings against the latter, due to which the Insured may be prosecuted for its actions.
4. ERV shall also cover the salary of appraiser appointed or approved by them in order to establish the circumstances of the indemnifiable accident or the extent of damage.
5. ERV shall not be liable for costs resulting from the lack of consent of the Insured for conclusion by ERV of a settlement with the victim or for satisfying its claims.

§ 58 Guarantee amount and own share

1. Guarantee amount is amount per person for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the sum guaranteed indicated in § 20 section 4.
3. In the case of damage to property, own share of the Insured shall amount to 200 EUR per damage.

§ 59 ERV Disclaimer

1. ERV is free from liability if the Insured caused the damage intentionally or through gross negligence.
2. From the scope of insurance protection, apart from exclusions listed in § 17 section 2, 5-7, excluded are also the following damages:
 - 1) caused by the Insured to his/her relatives and animals, for which he/she is responsible,
 - 2) caused by animals owned by the Insured,
 - 3) occurred in a natural environment,
 - 4) resulting from transfer of a disease,
 - 5) resulting from performance of professional or occupational activities,
 - 6) resulting from possession, use or driving of motor vehicles, aircraft or watercraft, trailers or semi-trailers,
 - 7) resulting from possession or use of firearms,
 - 8) caused during hunting trips,
 - 9) made to movable property used by the Insured under a lease/rental agreement or another paid contract,
 - 10) including lost profits and pure financial loss, not associated with damage to property or to a person,
 - 11) related to the violation of copyrights, patents, trademarks and trade names,

- 12) made to monetary values, which include domestic or foreign cash and products made of gold, silver, precious stones and pearls, as well as platinum and other metals of the platinum group, and gold and silver coins,
 - 13) made to documents, plans, archival, philatelic or numismatic collections or works of art and antiques,
 - 14) the Insured is responsible for as a result of contractual assumption of civil liability of a third party or as a result of extension of own scope of civil liability under applicable laws.
3. Insurance does not cover fines and administrative or judicial penalties or other financial penalties imposed on the Insured.

§ 60 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) if the victim is filing a claim towards the Insured - inform ERV of the fact within 7 days from the date of receipt of information about such claim.
 - 2) if a preliminary investigation has been initiated, a writ of summons or an order of payment has been filed against the Insured - immediately inform ERV of the fact, also in situations where the indemnifiable accident had been reported earlier,
 - 3) if explanatory or judicial proceedings have been initiated against the Insured - grant a power of attorney for running the case to a proxy designated or indicated by ERV.
 - 4) in the case of receipt of an order for payment or any other orders issued by administrative authorities - file an objection or other appropriate appeal, without awaiting instructions of ERV,
 - 5) cooperate with ERV to the extent necessary to clarify the circumstances of the indemnifiable accident, provide ERV with comprehensive and reliable reports and descriptions of the indemnifiable accident, and submit to ERV any notice, summons, any extrajudicial files and judicial documents relating to the indemnifiable accident, immediately after receiving.
2. The Insured cannot confirm his/her liability or accept any settlement without consent of ERV. Actions undertaken by the Insured aiming at satisfying the victim's claim, in particular accepting the victim's claims or settlement without acquiring prior written consent of ERV shall be ineffective towards ERV.
3. Satisfaction of or recognition by the Insured of the claim of the victim without the necessary written consent of ERV does not affect liability of ERV.
4. ERV is authorized to submit on behalf of the Insured any statements required to mitigate or defend against the filed claims.
5. Failure to fulfill any of the obligations stipulated in section 1 and 2 of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

G Civil liability insurance in relation to practicing sports

§ 61 Subject of insurance

If the scope of the insurance has been extended, in accordance with § 18, section 1 or § 18, section 3, the subject of insurance is civil liability of the Insured in private life, resulting from tort (delict), for causing death, bodily injury or disturbance of health (personal injury) or damage/destruction of property (property damage), caused to third parties in connection with amateur skiing, to the repair of which the Insured is obligated under the law. ERV provides insurance for events occurring during the Insured's trip abroad.

§ 62 Scope of insurance

1. ERV, as part of its liability, undertakes to verify the validity of claims, to pay due compensation on behalf of the Insured and to dismiss unjustified claims. Payment of compensation shall take place only upon confirmation of justifiability of the claim by ERV or by a final court judgment.
2. In the case of a legal dispute pertaining to determination of civil liability of the Insured, ERV shall undertake, at its own cost, legal action in the interest of the Insured.
3. ERV shall cover the cost of its indicated or approved defense attorney acting on behalf of the Insured in the penal proceedings against the latter, due to which the Insured may be prosecuted for its actions.
4. ERV shall also cover the salary of appraiser appointed or approved by them in order to establish the circumstances of the indemnifiable accident or the extent of damage.
5. ERV shall not be liable for costs resulting from the lack of consent of the Insured for conclusion by ERV of a settlement with the victim or for satisfying its claims.

§ 63 Guarantee amount and own share

1. Guarantee amount is amount per person for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the sum guaranteed indicated in § 20 section 4, with reservation to section 3 below.
3. In the case of damage to property, own share of the Insured shall amount to 200 EUR per damage.

§ 64 ERV Disclaimer

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

§ 65 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) if the victim is filing a claim towards the Insured - inform ERV of the fact within 7 days from the date of receipt of information about such claim,
 - 2) if a preliminary investigation has been initiated, a writ of summons or an order of payment has been filed against the Insured - immediately inform ERV of the fact, also in situations where the indemnifiable accident had been reported earlier,
 - 3) if explanatory or judicial proceedings have been initiated against the Insured - grant a power of attorney for running the case to a proxy designated or indicated by ERV.
 - 4) in the case of receipt of an order for payment or any other orders issued by administrative authorities - file an objection without awaiting instructions of ERV,
 - 5) cooperate with ERV within the scope of clarification of the circumstances of the indemnifiable accident, provide ERV with comprehensive and reliable reports and descriptions of the indemnifiable accident, and submit to ERV any notice, summons, any extrajudicial files and judicial documents relating to the indemnifiable accident, immediately after receiving.
2. The Insured cannot confirm his/her liability or accept any settlement without consent of ERV. Actions undertaken by the Insured aiming at satisfying the victim's claim, in particular accepting the victim's claims or settlement without acquiring prior written consent of ERV shall be ineffective towards ERV.
3. Satisfaction of or recognition by the Insured of the claim of the victim without the necessary written consent of ERV does not affect liability of ERV.
4. ERV is authorized to submit on behalf of the Insured any statements required to mitigate or defend against the filed claims.

Failure to fulfill any of the obligations stipulated in section 1-2 of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the accident, liability for the damage or the amount of compensation.

H Insurance of search and rescue costs

§ 66 Subject of insurance

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

§ 67 Scope of insurance

ERV shall cover the costs of:

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

§ 68 Insurance amount

1. Insurance amount is amount per person for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the insurance amount specified in § 20 section 4.

§ 69 Disclaimer

ERV liability in respect of insurance of costs of search and rescue takes place on condition that there is ERV liability in respect of insurance of costs of treatment or transport, so that ERV shall not be liable for the costs of search and rescue in cases specified in § 39 of chapter C.

§ 70 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) immediately inform the alarm Center about the indemnifiable accident,
 - 2) exempt public and private health care facilities and doctors who treated him/her before the occurrence of the indemnifiable accident, from the duty of medical confidentiality and permit access to the documentation of the course of treatment,
 - 3) submit to ERV a properly completed claim form along with the original documents confirming the amount of the incurred costs medical documentation containing doctor's diagnoses and other documents containing information on the scope of the granted help.
2. In the case of death of the Insured, the person filing the claim is obliged to provide a copy of the death certificate and a document confirming the cause of death.
3. Failure to fulfill any of the obligations stipulated in the previous sections of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

I Ski equipment insurance.

§ 71 Subject of insurance

If the scope of the insurance has been extended by the SKI package, in accordance with § 18 section 1, the subject of insurance is ski equipment constituting the property of the Insured or in his possession when travelling abroad, as well as on the way from the place of residence directly to the border of the country of residence on the day of commencing travel and on the way from the border of the country of residence directly to the place of residence on the day of completing travel.

§ 72 Scope of insurance

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

§ 73 Ski equipment delivery delay

ERV shall reimburse the costs for ski equipment hire up to the maximum amount of 800 PLN in the event of a delay in delivery of ski equipment to the whereabouts of the Insured beyond the place of accommodation by a professional carrier, amounting to at least 12 hours. The reimbursement for incurred costs shall only be issued based on original bills. The amount of 800 PLN is included in the ski equipment insurance amount and in the event of payment of compensation thereof shall reduce the sum of ski equipment insurance.

§ 74 Sum of insurance and franchise

1. Insurance amount is amount per person for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the insurance amount specified in § 20 section 4, taking into account the limit determined in § 73.
3. The upper limit of liability determined in § 73 is included in the ski equipment insurance, by which one shall understand that damages paid in this respect are deducted from the sum of ski equipment insurance.
4. In respect to any damages (excluding damages for delayed delivery of ski equipment) an integral franchise in the amount of 200 PLN is introduced. An integral franchise is understood as the amount up to which ERV is not responsible for the damages.

§ 75 Determining the amount of damages

1. In the case of total loss or damage to the ski equipment, ERV shall pay compensation in the amount of its actual value.
2. In the case of damaged ski equipment, ERV shall pay compensation in the amount of repair costs, and should repair costs exceed the amount of value loss, ERV shall pay compensation in the amount of its value loss, no more however than its actual value.
3. The actual value shall be construed as the amount an item of similar standard and quality may be purchased for, reduced by the value of wear of the lost item (wear degree, age).

§ 76 ERV Disclaimer

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

- 1) consisting exclusively in the damage or destruction of ski equipment covers,
- 2) consisting in the loss of aesthetic values that do not cause the impossibility of further use of ski equipment in accordance with its intended purpose,
- 3) to ski equipment located in a parked vehicle between 10.00 PM and 6.00 AM, with the exception of breaks in the journey, which do not last longer than 2 hours, which are always insured,
- 4) to ski equipment located in a camping trailer cabin or vessel between 10.00 PM and 6.00 AM, unless the camping trailer or vessel are the accommodation of the Insured.

§ 77 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in §§ 72-73, aside from the obligations set out in § 10, the Insured is

obliged to:

- 1) in the case of indemnifiable accident resulting from crime (theft with burglary and robbery) or an accident of the means of transport or disappearance during the rescue operation carried out in connection with the influence of elementary risks, immediately notify about the event nearest police station, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written police report confirming the notification, which shall be submitted to ERV,
 - 2) in the case of indemnifiable accident occurring in the place of accommodation, immediately notify about the event the administration of the hotel or other accommodation place, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to ERV,
 - 3) in the case of indemnifiable accident occurring in the ski equipment entrusted for transportation or storage, immediately notify about the event the carrier or storage place, submitting a list of lost, destroyed or damaged items (quantity, value, year of acquisition and identification features) and obtain a written confirmation of such notification, which shall be submitted to ERV, In the event of discovery of hidden damage caused during the time when ski equipment had been entrusted for transportation or storage, immediately, not later than within 7 days of discovery of the hidden damage, while maintaining the deadline for submitting the complaint, request from the carrier or storage place to carry out a visual inspection and to issue a written confirmation of the fact,
 - 4) in the case of indemnifiable accident resulting from the influence of elementary risks, submit to ERV documents confirming the occurrence of elementary risk,
 - 5) in the case of a sudden illness or accident, as a result of which the Insured lost the opportunity to take care of ski equipment, to ERV a medical certificate on the provided medical assistance,
 - 6) in the case of a claim for delayed delivery of ski equipment, submit original receipts for purchased items and confirmation of the occurrence and duration of the ski equipment delay issued by the carrier,
 - 7) in each case, a properly completed claim form must be submitted to ERV, as well as proofs of purchase of the items or other evidence confirming the fact of their acquisition or possession (e.g. guarantee), and upon ERV request, destroyed or damaged items must be provided.
2. Failure to fulfill any of the obligations stipulated in the previous section of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

§ 78 Proceedings in the event of recovery of items

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

- 1) if damages have not yet been paid by ERV, the Insured shall be obligated to collect the found items. ERV shall then pay the damages for destroyed, damaged or missing items, and if they were recovered intact, ERV returns only the documented costs associated with their recovery up to the amount of compensation that would have been paid if the items have not been recovered.
- 2) if the items were recovered intact after the payment of damages, the Insured is obliged to accept them and return to ERV the amount of the paid damages or transfer to ERV the rights of ownership or possession of the recovered items.

J Insurance of costs of rehabilitation

§ 79 Subject of insurance

If the scope of the insurance has been extended by the SKI package, in accordance with § 18 section 1, the subject of insurance are incurred by the Insured necessary and documented costs of rehabilitation in connection with the accident under insurance coverage in respect of insurance of costs of treatment or transport, in accordance with the provisions of chapter C.

§ 80 Scope of insurance

ERV shall reimburse the costs of rehabilitation on the basis of original invoices submitted by the Insured, provided that they had arisen before expiry of 12 months from the date of the accident and that they have not been covered by other sources, and only when they were incurred on the territory of the Republic of Poland.

§ 81 Insurance amount

1. Insurance amount is amount per person for one and all events during the insurance period.
2. ERV shall be liable maximum up to the amount of the insurance amount specified in § 20, section 4.

§ 82 Disclaimer

ERV liability in respect of insurance of costs of rehabilitation takes place on condition that there is ERV liability in respect of insurance of costs of treatment or transport, so that ERV shall not be liable for the costs of rehabilitation in cases specified in § 39 of chapter C.

§ 83 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, referred to in § 80, aside from the obligations set out in § 10, the Insured is obliged to:
 - 1) exempt public and private health care facilities from the duty of medical confidentiality and permit access to the documentation of the course of treatment,
 - 2) a properly completed claim form must be submitted to ERV along with the original documents confirming the amount of the incurred costs and medical documentation from the course of treatment, confirming the necessity to undergo rehabilitation.
2. Failure to fulfill any of the obligations stipulated in the previous section of this paragraph shall constitute basis for refusal to pay damages in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident, liability for the damage or the amount of compensation.

K Insurance of costs of provision of immediate "assistance"

§ 84 Subject of insurance

ERV, through the 24-hour Alarm Center, upon request of the Insured, provides information on possibilities of getting medical aid and provides immediate assistance to the extent specified in the cases listed in the following paragraphs of this chapter.

Basic Assistance

§ 85 Medical help

In the case when the Insured will be subjected to hospital treatment, a doctor working for ERV will contact the doctors exercising medical care of the Insured, as well as the family doctor of the Insured and ensure the flow of information between these doctors. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 86 Notification of the family

In the case when the Insured will be subjected to hospital treatment, ERV at the request of the Insured shall notify his relatives about the incident. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 87 Guarantee to cover the costs of treatment

In the case when the Insured will be subjected to hospital treatment, ERV shall give the hospital a guarantee to cover the costs up to the sum of insurance of the costs of treatment and transport, determined in § 20 section 4. On behalf of and at the request of the Insured, ERV will take over the settlement as an entity responsible for bearing the costs of hospital treatment. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 88 Organization of medical transport

If it is necessary due to the Insured's health condition, ERV shall organize:

- 1) medical transport to another health care facility abroad,
- 2) medical transport to the Insured's accommodation after receiving medical assistance,
- 3) medical transport to a medical facility nearest to the place of residence of the Insured in the country of residence,
- 4) medical transport to the place of residence of the Insured in the country of residence.

Transport of the Insured takes place with a means of transport adapted to his/her health condition, in accordance with the written recommendation of the physician in charge of the treatment. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 89 Organization of transportation to the place, from which travel may be continued

In the case when after the completion of treatment the Insured's health condition allows to continue the trip, ERV shall organize transportation to the place, from which travel may be continued. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 90 Organization of return transportation to the country of residence

In the case when after the completion of treatment the return of the Insured to the country of residence cannot take place with a previously planned source of transport, ERV shall organize return transportation to the place of residence of the Insured in the country of residence. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 91 Organization of accommodation for the duration of recovery

In case the transportation of the Insured to the country of residence cannot take place immediately after the completion of treatment, ERV shall organize accommodation and board for the duration of recovery. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 92 Organization of transport of the body or a funeral abroad

In the case of death of the Insured during a trip abroad, at the request of the relatives, ERV shall organize transport of the body to the place of burial in the country of residence or cremation and transport of the urn, or a funeral abroad. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 93 Organization of accommodation and travel of accompanying person or person summoned for assistance

In the case of a sudden illness or accident sustained by the Insured during a trip abroad, ERV shall:

- 1) arrange accommodation and return to the country of residence of the accompanying person, if his/her presence is necessary and has been recommended in writing by the physician in charge of the treatment of the Insured,
- 2) in case of necessity to hospitalize the Insured for a period of at least 7 days, or his/her transport to the country of residence, shall arrange accommodation and travel of the person called to accompany the Insured, if his/her presence is necessary and has been recommended in writing by the physician in charge of the treatment of the Insured abroad.

The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 94 Assistance in case of loss of travel documents

In the case of theft or loss of the Insured's travel documents while travelling, ERV will provide the Insured with assistance involving granting of necessary information about the required procedures and actions to be taken in order to obtain replacement documents.

Extended Assistance

§ 95 Scope of insurance

ERV, in the extended assistance variant, within the scope of organization and provision of immediate assistance, provides assistance in the same scope as in the basic variant, specified in §§ 85-94, as well as in an additional scope, referred to in §§ 96-104 of this chapter.

§ 96 Organization and covering the costs of transport and accommodation of accompanying person

1. In the case of hospitalization or death of the Insured as a result of a sudden illness or accident, ERV shall cover the additional costs of transport, accommodation and board for one person accompanying the Insured, up to a maximum amount of 2,500 EUR.
2. The scope of the insurance covers the costs of accommodation, board and transport of:
 - 1) the person accompanying the Insured, if that person's presence had been necessary and had been recommended in writing by the doctor conducting the treatment of the Insured,
 - 2) or persons below 18 years old traveling together with the Insured, under the condition that they are also insured at ERV, in the field of the same risks as the Insured,
 - 3) or person, who in the case of death of the Insured resulting from sudden illness or unfortunate accident remains with the body of the Insured and accompanies it on its way to the country of residence or the country of permanent stay.
3. ERV shall cover the costs of return transportation of accompanying person to the country of residence, provided that it will not be possible with the use of the previously planned means of transport.
4. In the case when the return with the planned means of transport will be associated with additional costs, ERV shall only cover the additional costs of return transportation (e.g. the cost of rebooking the flight).
5. In the case of transportation to a country of residence other than the Republic of Poland, ERV shall cover such costs only up to the amount equivalent to such a transport to Poland.
6. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.
7. Insurance protection does not cover the costs:
 - 1) incurred in the case, in which the person called to accompany had not begun travel back within 2 days from the moment of completion of fulfillment of the function of an accompanying person,
 - 2) accommodation or board of the accompanying person until the moment of that person's arrival at the place of stay of the Insured.

§ 97 Organization and covering the costs of transport and accommodation of person summoned for assistance

1. ERV shall organize for a relative of the Insured or any other person designated by him/her travel to the place of residence of the Insured and the return journey to the place of residence and shall cover the costs of travel, accommodation and board up to a maximum amount of 2,500 EUR in the case:
 - 1) when a predictable period of hospitalization of the Insured outside the country of residence, confirmed by a written certificate of the physician in charge of the treatment, will last more than 7 days, and the Insured does not travel with an accompanying person over 18 years old or
 - 2) when the Insured is in life-threatening condition, confirmed by a written opinion of the physician in charge of the treatment or
 - 3) of hospitalization of the Insured, who is a minor, and the Insured does not travel with an accompanying person over 18 years old or the person accompanying the Insured is not able to supervise the care due to a sudden illness, accident or death or
 - 4) of the Insured's death, being a result of a sudden illness or accident, to accompany the body on the way to the country of residence.
2. The costs referred to in section 1 shall be reimbursed only if they have been agreed and accepted by the Alarm Center prior to their incurring, in the absence of an accompanying person.
3. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.
4. Insurance protection does not cover the costs:
 - 1) incurred in the case, in which the person called to accompany had not begun travel back within 2 days from the moment of completion of fulfillment of the function of a person called to accompany,
 - 2) accommodation or board of the person called to accompany until the moment of that person's arrival at the place of stay of the Insured.

§ 98 Organization and covering the costs of return transportation of children

1. If children under 16 years old who participate in the trip, cannot be subject to the care of the Insured because of his/her death, accident or sudden illness, ERV shall organize and cover the costs of their return journey to the place of residence in the country of residence.
2. ERV shall cover the costs of return transportation of the Insured's children, provided that it will not be possible with the use of the previously planned means of transport.
3. In the case when the return with the planned means of transport will be associated with additional costs, ERV shall only cover the additional costs of return transportation (e.g. the cost of rebooking the flight).
4. In the case of transportation to a country other than the Republic of Poland, ERV shall cover such costs only up to the amount equivalent to such a transport to Poland.
5. The insurance protection exists, provided that ERV is liable in respect of insurance of costs of treatment or transport.

§ 99 Passing on urgent information

In the case of an unforeseeable event independent of the will of the Insured, which resulted in a change or delay of the travel of the Insured, ERV, at the request of the Insured shall notify the relative or a third party designated by the Insured of the change.

§ 100 Delivery of medication

ERV shall deliver upon the request of the Insured necessary drugs, to replace drugs that have gone missing while travelling outside the country of residence. The Insured is obliged to refund the costs of the purchase of these drugs within 10 days after the end of the trip.

§ 101 Financial help

In the case when the Insured loses cash due to theft or robbery, ERV shall provide assistance in contacting the bank keeping the account of the Insured and, if necessary, assist in the transfer of the amount made available by the bank. In the case when making contact with the bank is not possible within 24 hours, ERV shall provide the Insured with repayable financial assistance up to the amount of 500 EUR. The Insured is obligated to return the borrowed amount to ERV within one month after the end of the trip.

§ 102 Assistance in case of loss of credit cards

In the case of theft or loss of the Insured's credit cards while travelling, ERV shall provide him/her assistance in blocking personal accounts, involving the transfer of relevant information to the banks. However, ERV is not responsible for the correctness of carrying out the process of blocking, nor for damages generated in connection with it.

§ 103 Legal help

ERV shall assist in hiring a lawyer and an interpreter in a situation when the

Insured will come into conflict with the law applicable in the place of residence. ERV shall pay the court costs, attorneys' fees and costs of hiring an interpreter up to the amount of 2,500 EUR. The insurance protection exists on condition of the Insurer's conflict with the law is not related to his professional activities, attempting or committing a crime, the activities of a political nature.

§ 104 Loan for a bail

ERV shall grant a loan for a bail up to the amount of 12,500 EUR when the Insured is under arrest or detention in the place of residence, provided that ERV receives a guarantee issued by a person designated by the Insured. The Insured is obligated to return the amount paid by ERV immediately, not later than three months after returning from the trip.

Active Assistance

§ 105 Costs of skiing equipment rental

In the case when during a trip abroad the Insured is deprived of the possibility of using the insured ski equipment for reasons specified in § 72, ERV shall cover the costs of renting ski equipment on the basis of original receipts in the amount of up to 15 EUR per day for a maximum period of 7 days.

§ 106 Costs of the season ticket and classes in school

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

§ 107 Proceedings in the event of an indemnifiable accident

1. In the event of an indemnifiable accident, the Insured shall immediately notify the Alarm Centre about it.
2. In the case of occurrence of events specified in § 96 and § 98, the costs of return transportation shall be reimbursed only if they have been agreed and accepted by the Alarm Centre before their incurring, and only in cases if the return could not have taken place with using the previously planned means of transport.
3. In the case of occurrence of events referred to in § 101 and § 104, the Insured is obligated, before receiving the loan, to send a written confirmation of commitment to its return.
4. Failure to fulfill any of the obligations stipulated in sections 1-3 above shall constitute basis for refusal to pay benefit in full or in part respectively, depending on the extent to which failure to fulfill the obligations affected determination of the cause of the insurance accident or liability for the damage.

These Insurance Conditions shall apply to insurance contracts for tour events concluded starting on Monday, January 4, 2016.

Chairman of the Board



Richard Bader

Member of the Board



Torsten Haase

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

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

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

Alarm Center
Phone Number:
+48 58 309 11 00

In emergencies only

Alarm Center does not provide information regarding insurance. In such cases, please contact ERV.

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

contact number:

+48 58 324 88 50

(Monday through Friday, 8:30-16:30)

e-mail: szkody@erv.pl
Internet: www.erv.pl
address: ERV
Europäische Reiseversicherung AG Division in
Poland,
80-748 Gdańsk,
ul. Chmielna 101/102