

TYPE OF INFORMATION	NUMBER OF THE EDITORIAL UNIT
1. Conditions for the payment of compensation and other benefits:	§ 4, § 7, § 9(3), § 13.
2. Limitations and exclusions of the insurance company's liability entitling it to refuse to pay a claim:	§ 3(2), § 4, § 7(2) and (5), § 8(2), § 10(3), § 11, § 13(4), § 14(3), § 17, § 18.

### GENERAL TERMS AND CONDITIONS OF TRAVEL PROTECT GROUP LUGGAGE INSURANCE

These General Terms and Conditions for Travel Protect Group Luggage Insurance, hereinafter referred to as the General Terms and Conditions, shall apply to insurance agreements concluded between Colonnade Insurance Société Anonyme Branch in Poland, hereinafter referred to as the **Insurer**, and eSky.pl S.A., hereinafter referred to as the **Policyholder**, for the account of natural persons, hereinafter referred to as the **Insureds**.

This insurance is underwritten by Colonnade Insurance S.A. registered in Luxembourg under number: B 61605, head office: Rue Jean Piret 1, L-2350, Luxembourg, acting in Poland through Colonnade Insurance S.A. Branch in Poland registered with the District Court for the Capital City of Warsaw, 12<sup>th</sup> Division of the National Court Register under number 0000678377, NIP 1070038451, with the registered office: ul. Prosta 67, 00-838 Warszawa .

These General Terms and Conditions of Travel Protect Group Travel Luggage Insurance have been approved and placed on the market as of 8 May 2023 by a decision of the Director of Colonnade Insurance Société Anonyme Branch in Poland.

### PROVISIONS COMMON TO ALL INSURANCE

#### § 1 Scope of insurance

Insurance coverage shall include:

- 1) travel luggage insurance;
- 2) portable electronic equipment insurance;
- 3) sports equipment insurance;
- 4) travel luggage delay insurance.

SCOPE OF INSURANCE	SUM INSURED FOR EACH INSURED IN €
Travel luggage insurance	€ 3 000
Sports equipment insurance	
Portable electronic equipment insurance (up to 50% of the sum insured)	
Travel luggage delay insurance – delay of more than 4 hours	€ 500

#### § 2 Definitions

1. **hand luggage** – luggage that remains in the direct care of the Insured at all times during the trip;
2. **travel luggage** – suitcases, bags, briefcases, rucksacks and similar items with their contents, i.e. clothes, shoes, cosmetics, perfumes, small appliances (hairdryer, curling iron, iron, razor, toothbrush), medicines prescribed by a doctor, blood pressure gauge, blood sugar measurement device, wheelchairs (if the Insured's state of health requires their use), prams, small gifts and souvenirs;
3. **Assistance Centre** – the organisational unit indicated by the Insurer to which the Insured is obliged to report the occurrence of an insurance event;
4. **family member** – spouse, children, parents/grandparents, legal guardians/caregiver travelling with their child/children, including adopted child/children, parents-in-law, siblings, grandparents and grandchildren, adopted persons; family members shall also include cohabiting persons, which means a free relationship between two unrelated adults living in a common household; other adults travelling together with their related child/children shall also be deemed to be family members;
5. **downpour** – rain with a coefficient of performance of at least 4, as determined by the Institute of Meteorology and Water Management; in the event that it is not possible to obtain confirmation of the coefficient of performance of the rain, for reasons not attributable to the Insurer, the assessment of the rain shall take into account the actual state and extent of damage at the place of its occurrence or in its vicinity that testify to the occurrence of a downpour;
6. **insurance certificate / document** – a document issued by the Policyholder confirming that the Insured is covered under a group insurance agreement;
7. **hurricane** – wind with speed of no less than 24 m/s, as determined by the Institute of Meteorology and Water Management, the effect of which causes mass damage; if it is not possible to obtain confirmation of the wind speed, for reasons not attributable to the Insurer, the assessment of the hurricane shall take into account the actual state and extent of damage at the place of origin or in the vicinity that testify to the occurrence of a hurricane;

8. **natural disaster** – an event associated with natural forces causing drastic changes to the environment and triggered by the following natural factors: seismic shocks, volcanic eruptions, volcanic ash, fires, droughts, floods, hurricanes, tsunamis, ice phenomena on rivers, seas, lakes and other bodies of water, prolonged occurrence of extreme temperatures, landslides, mass occurrence of pests, plant and animal diseases;
9. **theft** – the act of taking the Insured's property;
10. **burglary** – committing or attempting to commit a theft of the Insured's property after forcibly removing the security device or opening the entrance with the use of tools or a forged or matched key or an original key, the possession of which the perpetrator gained as a result of burglary into another room or as a result of robbery;
11. **the Insured's country of permanent residence** – the country in which the Insured has resided for a period of at least one year immediately preceding the conclusion of the insurance agreement and in which their personal and professional life is concentrated; the country of permanent residence is not the country in which the person stays for the purpose of education or to which they are posted for work;
12. **sudden illness** – an acute illness, a sudden disturbance of the Insured's state of health which, by its nature, poses an immediate threat to the life or health of the Insured and requires immediate treatment, including COVID-19...;
13. **personal accident** – an accidental event, sudden, caused by an external cause, which occurred during the insurance period, as a result of which the Insured sustained physical bodily injuries regardless of their will and state of health;
14. **period of insurance** – the period indicated in the insurance document during which cover is provided;
15. **being under the influence of alcohol** – a condition arising as a result of the Insured's introduction into their organism of such a quantity of alcohol that its content amounts to or leads to concentration in blood above 0.2 per mille of alcohol or to presence in the exhaled air above 0.1 mg of alcohol in 1 dm<sup>3</sup>;
16. **portable electronic equipment** – mobile phone, photographic equipment, video cameras, notebook, laptop, PDA, tablet, portable computer equipment, video game consoles including game controllers, audio playing and recording equipment, e-book reader, video games, drones.
17. **robbery** – the taking of another's movable property by a third party for the purpose of appropriation through the use of violence directly against the person in possession of the property, or through the threat of immediate use of such violence, or by putting the person in a state of unconsciousness or insensibility, or the use of the aforementioned means of violence immediately after the taking of the property;
18. **Rules** – the rules for accession to travel insurance online;
19. **insurance premium** – fee for insurance calculated on the basis of the length of the insurance period and the number of persons insured, taking into account any discounts and increases;
20. **sports equipment** – skis for all types of skiing with ski bindings, poles, ski boots, a board for all types of snowboarding with bindings and snowboard boots, a board for all types of surfing with basic equipment and accessories, specialised equipment for diving with basic equipment and accessories, specialised equipment used for playing golf with basic equipment and accessories, a bicycle.
21. **sum insured** – the amount indicated in the insurance document constituting the upper limit of the Insurer's liability for losses occurring during the insurance period;
22. **Policyholder** – eSky.pl S.A.
23. **Insured** – the natural person who accedes the insurance.

### § 3 Conclusion of the insurance agreement and accession to the insurance by the Insureds

1. The insurance agreement is concluded for a fixed period.
2. The Policyholder and the Insured shall be obliged to inform the Insurer of all circumstances known to them and inquired about by the Insurer before the conclusion of the insurance agreement or before the accession to the Insurance. The Insurer shall not be liable for the consequences of circumstances which, in breach of the preceding sentence, were not brought to its knowledge.
3. Polish law shall apply to the insurance agreement as well as to the relationship between the Insurer and the Policyholder prior to the conclusion of the agreement.
4. The Insured shall join the insurance during the Insured's purchase of services from the Policyholder – by completing an application form on the website maintained by the Policyholder or by telephone. The procedure for the Insureds to join the insurance is set out in the Rules.
5. The Insured shall accede to the insurance after they have familiarised themselves with the Rules and these GT&Cs, which the Insured shall confirm by a declaration on the website maintained by the Policyholder or in a telephone conversation.
6. Before taking out the insurance, the Policyholder shall deliver these GT&Cs to the Insured – in writing or, if the Insured agrees, on another durable medium.
7. Before accession to the insurance, the Insured shall be obliged to remit to the Policyholder the premium for insuring them and any potential other Insured. The amount of the premium shall be indicated on the website maintained by the Policyholder, when the Insured completes the insurance application or during a telephone call.
8. The Insured's accession to the insurance shall be confirmed by a certificate, which the Policyholder shall send to the Insured, together with the GT&Cs, immediately after accession to the insurance agreement – to the e-mail address indicated by the Insured or – at the Insured's request – in another form. The certificate shall specify the period and scope of insurance relating to the Insured.
9. The insurance document, together with any attachments, and the GT&Cs, shall specify the period and scope of insurance to which the Insured is subject.
10. The insurance may also cover other persons whom the Insured indicates in the application filled in on the website maintained by the Policyholder or during a telephone conversation. Before including them in the insurance, the Insured shall be obliged to obtain the consent of these persons to be covered and to provide them with these GT&Cs. As soon as the insurance document is issued and under the conditions indicated therein, these persons become the Insureds.
11. The minimum period of insurance for one Insured shall be one day.

12. Acceding to the insurance, the Insured thereby releases the attending physicians from the obligation of medical confidentiality and consents to the medical records being made available to the Insurer and its representatives.
13. Where several persons take out insurance on the basis of the same application, all these persons shall be covered by the same insurance, under the same terms and conditions, with the sums insured relating to each of the insured persons separately.

**§ 4 Start and end of cover**

1. The insurance cover shall commence at the commencement of the air travel, but not earlier than on the day indicated in the insurance document as the day of commencement of the insurance cover and upon payment of the premium, and shall end at the time of the Insured's return to the place of residence in the country of permanent residence, but not later than at 23.59 on the day indicated in the insurance document as the day of termination of the insurance cover;
2. The Insurer's liability shall always end:
  - 1) on the day the sum insured relating to the Insured in question is exhausted;
  - 2) from the date of death of the Insured – in relation to that Insured;
  - 3) no later than midnight of the last day of the insurance period.
3. Where the Insured is travelling at the time of acceding to the insurance, the Insurer's liability shall commence at the earliest on the expiry of three days, counting from the day following the day of accession to the insurance, but no earlier than upon payment of the insurance premium. The above limitation shall not apply in the case of accession to the insurance for a subsequent period, provided that such accession takes place before the expiry of the insurance period indicated in the certificate and that the Insured pays an additional premium to the Policyholder in the appropriate amount.

**§ 5 Cancellation of the insurance agreement**

1. The Insured who submitted the application to accede to the insurance shall have the right to resign from the insurance at any time before the start of the insurance cover by submitting a relevant declaration to the Insurer or the Policyholder in writing, by phone or by e-mail. The cancellation shall apply to all persons included in the same application to accede to the insurance. The resignation shall be deemed to have been made upon receipt by Colonnade or the Policyholder of the Insured's declaration of resignation.
2. Once cover has commenced, the Insured is not able to cancel the insurance.

**§ 6 Insurance premium**

1. The premium shall be paid by the Insureds to the Policyholder, who shall make payment to the Insurer.
2. The insurance premium shall be calculated for the period during which the Insurer provides cover.
3. The premium shall depend on the period of insurance and the number of insured persons indicated in the certificate.
4. The contribution shall be payable as a one-off payment.
5. Payment of the premium by the Insured shall be deemed to have been made at the time of the effective transfer, i.e. payment of the required amount via the website operated by the Policyholder or to the account indicated by the Policyholder during the telephone call.

**§ 7 Benefits**

1. The burden of proving the occurrence of an event covered by the Insurer's liability and demonstrating entitlement to a benefit rests with the person claiming the benefit.
2. The Insurer shall be free from liability if the Insurer or the Insured has caused the loss intentionally or as a result of gross negligence, unless the payment of compensation is equitable under the circumstances.
3. The determination of the validity of the claim and the amount of the benefit shall be based on the full documentation, as defined in these GT&Cs, submitted by the Insured or the person acting on their behalf.
4. At the request of the Insurer, the Insured, or the person acting on their behalf, shall be obliged to produce the documents in their possession, other than those specified in these GT&Cs, necessary to determine the validity of the claim or the amount of the benefit.
5. The provision of false data by the Insured regarding the circumstances or consequences of an event covered by the insurance agreement, or the evasion of an explanation, may prevent the Insurer from correctly assessing the event and result in a refusal to pay the benefit.
6. The Insurer shall pay the benefit up to the sums insured under the individual coverages indicated in the insurance document.
7. The benefits paid to the Insured or to the beneficiary shall be provided in Polish zlotys, US dollars or Euros (at the Insured's choice) and shall be equivalent to the amounts in other currencies, converted into Polish zlotys according to the exchange rate published by the National Bank of Poland in the tables of average exchange rates of foreign currencies of the day of occurrence of the event giving rise to the insurance liability, and shall be provided up to the maximum amount of the sums insured indicated in the insurance agreement.
8. The Insurer shall be obliged to pay the benefit within 30 days, counting from the date of receiving the notification of the event covered by the insurance agreement.
9. Should it be impossible to explain the circumstances necessary to establish the Insurer's liability or the amount of benefit within 30 days, then the benefit shall be paid within 14 days from the day when explaining these circumstances with due diligence was possible. However, the Insurer shall pay the undisputed part of the benefit within the period provided for in section 8 above.

## § 8 Right of recourse

1. As from the date of payment of the benefit, a claim against a third party responsible for a loss shall be transferred to the Insurer up to the amount of the indemnity paid by the Insurer. If the Insurer has covered only a part of the loss, the Insured shall have a priority of satisfaction before the Insurer's claim in respect of the remainder.
2. If the Insured waives or has waived the right to assert a claim against a third party or the right to secure a claim, without the consent of the Insurer, then the Insurer shall be relieved of its obligation to pay the claim and the Policyholder shall not be entitled to a refund of the premium.
3. The transfer of claims to the Insurer shall not take place if the perpetrator of a loss is a person remaining in a joint household with the Insured, unless the perpetrator caused the loss intentionally.
4. The Insured shall be obliged to provide the Insurer with all information and documents and to enable the Insurer to carry out the activities necessary for the effective assertion of recourse claims.

## INSURANCE FOR TRAVEL LUGGAGE, PORTABLE ELECTRONIC EQUIPMENT AND SPORTS EQUIPMENT

### § 9 Subject matter and scope of insurance

1. The subject matter of the insurance is:
  - 1) travel luggage;
  - 2) portable electronic equipment;
  - 3) sports equipment.
2. Insurance cover is provided for:
  - 1) **travel luggage, sports equipment** if in the direct care of the Insured or if the Insured:
    - a) entrusted it to a professional carrier for carriage under cover of an appropriate transport document;
    - b) returned it to the luggage room with a receipt;
    - c) left it in a mechanically or electronically locked room occupied by the Insured at the place of accommodation (excluding a tent);
    - d) left it in a locked individual luggage compartment at a station (rail, bus, air);
    - e) placed it in a locked luggage compartment or a locked (mechanical or electronic) boot of a car parked in a guarded car park, and the loss of the luggage is confirmed by issuing a relevant document;
    - f) has placed it in a mechanically or electronically locked watercraft or caravan (motor home) cabin located in a guarded area.
  - 2) **portable electronic equipment** if in the direct care of the Insured, in hand luggage or if the Insured:
    - a) left it in a mechanically or electronically locked room occupied by the Insured at the place of accommodation (excluding a tent);
    - b) left it in a locked individual luggage compartment at a station (rail, bus, air);
    - c) placed it in the locked boot of a car parked in a guarded car park, as evidenced by the relevant document;
    - d) placed it in a mechanically or electronically locked watercraft or caravan (motor home) cabin located in a guarded area.
3. The Insurer will compensate the Insured for loss, theft or damage of:
  - 1) **travel luggage, sports equipment** in case of:
    - a) the occurrence of fire, hurricane, flood, downpour, hail, avalanche, direct lightning, earthquake, collapse or landslide, explosion or fall of an aircraft, and escape of water from water and sewerage facilities;
    - b) rescue operations carried out in connection with the contingencies listed in point 1(a) above;
    - c) accident in land, water or air transport in which the Insured was a participant;
    - d) documented by reporting to the police the burglary of the premises mentioned in section 2 point 1 above or robbery;
    - e) accident or sudden illness reported to the Assistance Centre and confirmed by a medical diagnosis, as a result of which the Insured was deprived of the possibility to take care of and secure their luggage;
    - f) loss or damage when the luggage or sporting equipment was in the custody of a professional carrier on the basis of a transport document or handed over to a storage facility against receipt;
    - g) damage to suitcases, rucksacks, bags, briefcases, parcels and similar containers exclusively as a result of documented theft of part or all of their contents.
    - h) damage to sports equipment while practising sports, if the damage was caused by an accident that occurred during a trip, documented by a medical diagnosis and reported to the Assistance Centre.
  - 2) **portable electronic equipment** in the case of:
    - a) the occurrence of fire, hurricane, flood, downpour, hail, avalanche, direct lightning, earthquake, collapse or landslide, explosion or fall of an aircraft, and escape of water from water and sewerage facilities;
    - b) rescue operations carried out in connection with the contingencies referred to in point (a) above;
    - c) accident in land, water or air transport in which the Insured was a participant;
    - d) documented by a report to the police of burglary of the premises mentioned in section 2 point 1 above or robbery;
    - e) accident or sudden illness reported to the Assistance Centre and confirmed by a medical diagnosis, as a result of which the Insured was deprived of the possibility to take care of and secure the portable electronic equipment;

- f) damage to portable electronic equipment solely as a result of documented theft of that equipment.

**§ 10 Sum insured**

1. The insurer shall be liable up to a maximum of the sum insured.
2. The sum insured for travel luggage, portable electronic equipment and sports equipment indicated in the insurance document is the total sum insured for each Insured.
3. In the event of loss, theft or damage to electronic equipment, the Insurer's liability for loss shall be limited to 50% of the sum insured for travel luggage.
4. Any amount of indemnity paid to the Insured shall reduce the sum insured.

**§ 11 Exclusions of liability**

1. In addition to the exclusions set out in § 18 of these GT&Cs, theft, loss, damage shall also not be covered if:
  - 1) they were caused by the Insured, members of their family or persons for whom they is responsible;
  - 2) travel luggage, portable electronic equipment, sports equipment, were left unattended, subject to the provisions of § 9 section 3 point 1 (e), § 9 section 3 point 2(e) of these GT&Cs;
  - 3) they resulted from the confiscation, detention of travel luggage, portable electronic equipment and sports equipment by customs or other state authorities;
  - 4) they were not reported to the police or the carrier within 24 hours of the discovery of the loss covered by the insurance agreement, unless, due to events beyond the control of the Insured, the Insured was unable to do so;
  - 5) they were caused by animals;
  - 6) they resulted from spontaneous combustion, self-decomposition, leakage of liquids, fats, dyes or corrosive substances contained in travel luggage;
  - 7) they were fragile objects,
  - 8) they concern clay objects, glass, porcelain, marble;
  - 9) they were caused to electrical and electronic apparatus and devices as a result of defects or the action of electric current during their operation, unless the action of electric current caused them to catch fire;
  - 10) they were caused by misuse of the object;
  - 11) they concern defective items or are a result of normal wear and tear, and the damage to the insured item was connected to its use;
  - 12) they concern drones and their carriage was incompatible with the requirements of the carrier concerned;
  - 13) they concern drones, used for commercial, for-profit and for professional purposes;
  - 14) they concern drones if used in contravention of local regulations and/or without the required permit and/or authorisation;
  - 15) they concern drones that were used by persons under the age of 18;
  - 16) they concern drones the damage and/or loss of which was the result of gross negligence;
  - 17) they concern drones operated out of sight;
  - 18) they concern sports equipment hired, borrowed, entrusted to the Insured;
  - 19) their value does not exceed the equivalent of EUR 25.
5. The following items shall not be covered:
  - 1) means of payment (payment cards, money), travel tickets, vouchers, passbooks and savings certificates, securities and keys, tickets for cultural events (concerts, theatre, cinema);
  - 2) jewellery, metal and precious stone objects, watches, works of art, antiques, collectible and numismatic items, documents and manuscripts, items of scientific and artistic value, trophies, musical instruments;
  - 3) means of transport, excluding pushchairs and wheelchairs;
  - 4) hiking equipment (excluding tents, sleeping bags, sleeping pads, mattresses) and boating equipment;
  - 5) portable electronic equipment not in the direct custody of the Insured, contained in the main luggage placed in the hold;
  - 6) medical equipment, rehabilitation equipment, prostheses, eyeglasses of all types, contact lenses, medical devices excluding blood pressure and blood sugar measuring devices.

**§ 12 How to deal with an incident**

1. The Insured shall be obliged to apply the regulations of the country in question designed to prevent damage and, in particular, to exercise due diligence in guarding the property.
2. In the event of the occurrence of a covered event, the Insured or other persons acting on their behalf shall act in accordance with the provisions of this § 12.
3. In the case of a covered event, the Insured shall:
  - 1) prevent, as far as possible, an increase in the damage and limit its consequences;
  - 2) notify the police of any incident of burglary, robbery or loss of insured items and obtain written confirmation of this fact (report) detailing the items lost (type, quantity), specifying their value;
  - 3) notify the relevant carrier or the management of the hotel, holiday home or campsite of any damage caused to public transport or the place of accommodation, as the case may be; obtain written confirmation of the damage from the person or company responsible for the storage or damage to the luggage, specifying the items lost (type, quantity) and stating their value;
  - 4) collect, secure and make available evidence establishing the circumstances of the incident;
  - 5) secure the damaged or destroyed items until the case is concluded, so that they can be inspected by the Insurer, the police, airport services;

- 6) within 7 days from the date of return to the Insured's country of permanent residence at the latest, but not later than within 45 days from the date of loss, send a loss report to the Insurer which should include:
  - a) insurance document number;
  - b) a detailed description of the circumstances of the loss (date, place, description of the loss and actions taken by the Insured after the event);
  - c) an inventory of damaged or lost items drawn up by the Insured and certified by the relevant authorities or by the person or firm responsible for the storage or carriage of the luggage;
  - d) documentation proving theft, loss or damage to luggage, portable electronic equipment and sports equipment;
  - e) medical documentation confirming the circumstances that led to the loss of the travel luggage, portable electronic equipment and sports equipment as a result of the events described in § 9 section 3 point 1(e), § 9 section 3 point 2(e), § 9 section 3 point 2(e), § 9 section 3 point 2(e).
  - f) confirmation of notification of theft, burglary or robbery to the relevant authorities;
  - g) original tickets or luggage labels;
  - h) original receipts for the repair of damaged travel luggage, portable electronic equipment and sports equipment and proof of their payment;
  - i) documents proving the purchase or ownership of the destroyed or lost items (receipts or other documents).

### **§ 13 Determination of compensation**

1. Compensation will be paid for the part not covered by the professional carrier or other entity responsible for the damage or loss of travel luggage, portable electronic equipment and sports equipment.
2. The amount of compensation paid shall not exceed the value of the damage actually sustained, nor shall it include pre-existing damage and damage resulting from natural wear and tear.
3. The amount of indemnity shall be determined according to the cost of repair, and in the case of loss – according to the actual value of the item, taking into account the degree of its actual wear and tear. The value of objects is determined on the basis of original purchase receipts or on the basis of the value of a new object with identical utility properties on the day of the occurrence of the event.
4. In determining the extent of the damage, no account shall be taken of:
  - 1) the scientific, collector, historic or commemorative value of the objects;
  - 2) the costs incurred in decontaminating the residual damage.

### **§ 14 Recovery of stolen or lost items**

If stolen or lost items are found:

- 1) the Insured shall notify the Insurer immediately;
- 2) when compensation has not yet been paid – the Insured shall be obliged to collect the found items and the Insurer shall then pay compensation for any damage or missing items in accordance with the provisions of these GT&Cs;
- 3) when compensation has already been paid – the Insured shall be obliged to return the amount of compensation to the Insurer or to hand over the recovered items to the Insurer; the amount of compensation to be returned shall be reduced by the amount of compensation obtained by the Insured for any damage or missing items.

## **TRAVEL LUGGAGE DELAY INSURANCE**

### **§ 15 Subject matter and scope of insurance**

1. The subject matter of the insurance shall be the costs incurred by the Insured in connection with a delay in the delivery of the travel luggage.
2. The Insurer shall reimburse the Insured, on the basis of original receipts, for the costs up to the equivalent amount indicated in the insurance document in the event that, due to a documented delay in the delivery of the travel luggage by the airline to the place of stay of the Insured by at least 4 hours, the Insured has incurred expenses for the purchase of necessities in the form of clothing, groceries and toiletries.
3. Insurance cover in respect of delayed delivery of travel luggage shall be provided on the condition that the luggage is entrusted to the airline against receipt.

### **§ 16 How to deal with an event**

1. In the event of the occurrence of an event covered by the Insurer's liability, the Insured or other persons acting on their behalf shall act in accordance with the provisions of this § 16.
2. In the event of the occurrence of a covered event, the Insured shall:
  - 1) report this fact to the carrier and obtain documents from the carrier confirming the delay of the delivery of the travel luggage and the time of delivery of the luggage by the carrier to the Insured's place of stay;
  - 2) obtain receipts and proof of payment for the purchase of necessities;
  - 3) send a loss report to the Insurer within 7 days from the date of return from the trip at the latest, but no later than within 45 days from the date of loss, which should include:
    - a) insurance document number,
    - b) date, the location where the loss occurred, description of the loss,
    - c) documentation confirming a delay in the delivery of luggage,
    - d) original receipts/invoices for the purchase of necessities,
    - e) all original documents and information confirming the basis of the claim and/or other information requested by the Insurer in order to establish the right to compensation or the amount thereof.

## **§ 17 Exclusions of liability**

In addition to the exclusions set out in § 18 of these GT&Cs, the insurance coverage shall not include:

- 1) delays resulting from confiscation, detention or destruction of the travel luggage by customs or other state authorities;
- 2) trip delay, in the event of the Insured's return from a trip;
- 3) events caused by natural disasters;
- 4) the purchase of necessities, in the event of a delay of less than 4 hours from the time of arrival of the Insured at the destination of the trip.

## **FINAL PROVISIONS**

### **§ 18 Generally applicable exclusions of liability**

1. This section applies to the exclusions of the Insurer's liability for all risks covered by the insurance agreement.
2. The Insurer shall be free from liability if the Insurer or the Insured has caused the loss intentionally or as a result of gross negligence, unless the payment of compensation is equitable under the circumstances.
3. The Insurer shall not be liable:
  - 1) for events arising from mental disorders and illnesses, neuroses, depression (even if they are the consequence of an accident) and for events related to psychoanalytic and psychotherapeutic treatment;
  - 2) for events resulting from the Insured being under the influence of alcohol, drugs, narcotics, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor but not used in accordance with the doctor's instructions, unless this had no influence on the occurrence of the insured accident;
  - 3) for events resulting from epidemics (except COVID-19) and contamination, radioactive and ionising radiation of any kind;
  - 4) for events arising from events directly related to civil commotion and unrest, riot, strike and sabotage;
  - 5) for events arising from events directly related to local and international warfare;
  - 6) for events resulting from being in prohibited areas;
  - 7) for events resulting from acting in contravention of local laws and prohibitions by local authorities;
  - 8) for events caused by non-observance of generally recognised safety rules, where this has contributed to the damage;
  - 9) for events caused by the Insured or with his complicity through wilful misconduct or gross negligence;
  - 10) for events arising from participation in exercises carried out under the control of military authorities or as part of the activities of paramilitary organisations;
  - 11) for events caused by an unmanned aerial vehicle (drone).
4. The Insurer shall not provide cover or be liable to pay any compensation or benefit under this insurance agreement to the extent that the provision of such cover, payment of such compensation or benefit would expose the Insurer or its parent to a sanction, prohibition/prohibition or restriction under United Nations resolutions or laws of the European Union, Luxembourg, Poland, the United Kingdom, Canada or the United States of America relating to trade and economic sanctions.

### **§ 19 General provisions**

1. Except as otherwise provided in these GT&Cs, all notices and statements to the Insurer shall be made in writing.
2. The language for correspondence and contacts with the Insurer shall be Polish, English or Spanish, however, for medical documents it is reserved to submit them only in Polish or English. The Insurer may require submission of documents translated from a foreign language into Polish, in which case the document should be translated into Polish by a sworn translator.
3. Provisions additional to or different from these GT&Cs may be introduced into the insurance agreement, but these must be made in writing to be valid.
4. In matters not covered by these GT&Cs, the provisions of Polish law shall apply.
5. If the Policyholder, the Insured or the person entitled to make a claim does not agree with the Insurer's decisions to deny a claim, or makes other complaints or grievances, they may apply to the Insurer for a reconsideration.
6. If the Policyholder/Insured or any other person entitled to a benefit under the insurance agreement would like to make a claim to the Insurer, they should do so
  - 1) in writing to Colonnade ul. Prosta 67, 00-838 Warszawa or
  - 2) by telephone at 22 528 51 00 or verbally into the record during a visit to the Insurer's headquarters or
  - 3) electronically to the e-mail address: reklamacje@colonnade.pl.
7. The Insurer shall send a response to a complaint in writing within 30 days of its receipt, and in particularly complicated cases within 60 days of its receipt. The reply to the complaint may be sent by e-mail, provided that the complainant has asked for it and indicated an e-mail address.
8. In addition, the Policyholder/Insured may lodge complaints with:
  - 1) the Financial Ombudsman;
  - 2) the Financial Supervision Authority, which supervises the activities of the Insurer in Poland;
  - 3) the Municipal and Poviast Consumer Ombudsmen.
9. Notwithstanding the provisions of this § 19, the Policyholder/Insured or any other person entitled to benefits shall have the right to take legal action to enforce their claims.
10. Any disputes arising from the insurance agreement shall be settled by a court of general jurisdiction or by a court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured or a beneficiary under the insurance agreement or a heir of the Insured or a beneficiary under the insurance agreement.
11. The assistance to the Insured in connection with an event covered by the insurance agreement shall be provided within the framework of the state regulations of the country in which it is provided, or within the framework of international regulations.

12. The entity authorised to conduct out-of-court consumer dispute resolution proceedings is the Financial Ombudsman ([www.rf.gov.pl](http://www.rf.gov.pl)).
13. In the case of an insurance agreement concluded online, the consumer shall have the right to use out-of-court dispute resolution and submit his/her complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

Colonnade Insurance Société Anonyme Branch in Poland  
ul. Prosta 67  
00-838 Warszawa  
Poland  
Tel: +48 22 528 51 00  
Fax: +48 22 528 52 52  
Email: [info@colonnade.pl](mailto:info@colonnade.pl)

### Principles of personal data processing

The Controller of the personal data is Colonnade Insurance S.A. acting in Poland through Colonnade Insurance Société Anonyme Branch in Poland (hereinafter: Colonnade or Administrator). The legal basis and purpose of the processing of basic personal data is to take action prior to the conclusion of the agreement and to conclude and perform the agreement. When personal data of other persons are obtained from the policyholder or any other person contacting the Controller, the legally justified purpose of the processing of such data is the performance of the agreement constituting the legal basis for their processing. With regard to data concerning the health status of the insured or persons entitled under an insurance agreement, included in insurance agreements or declarations made prior to the conclusion of an insurance agreement, they may be processed respectively for the purpose of insurance risk assessment or the performance of an insurance agreement, to the extent necessary in view of the purpose and type of insurance, and the legal basis for their processing is the insurance company's entitlement under the Act on Insurance and Reinsurance Activity. In other cases, health data may be processed on the basis of the data subject's consent. In the case of claims under liability insurance agreements, the processing of such data is carried out on the basis of and for the purpose of establishing, investigating or defending against claims lodged. Personal data may also be processed for the purpose of fulfilling legal obligations incumbent on the Controller, and the necessity of processing such data always arises from the provisions of the law (concerning: insurance business, claims handling, tax and accounting issues, statistical and actuarial obligations and consumer protection). They may also be processed for purposes arising from the legitimate interests of the Controller (i.e. reducing insurance risks by reinsuring them, preventing the Controller's losses by preventing insurance crime, carrying out direct marketing of the Controller's own products by carrying out analytical activities and contacting the data subject, ensuring compliance in terms of international sanctions by carrying out analyses, and asserting or defending against claims arising from the Controller's activities, including taking the necessary steps to secure them). Personal data may be disclosed to other entities only in connection with the fulfilment of the aforementioned purposes and on the basis of a written agreement (including but not limited to IT service providers, insurance intermediaries, claims adjusters, debt collectors, marketing agencies) or in connection with an excused purpose of the Controller (including but not limited to insurance companies, reinsurers, payment institutions or entities providing direct services to the data subject).

Depending on the purpose, personal data are always processed for no longer than the period of limitation of claims or the law. Personal data may only be transferred to third countries (outside the European Economic Area) in situations prescribed by law, in particular when conditions are met to ensure an adequate level of personal data security. In order to comply with established international sanctions, personal data relating to an insurance agreement may be transferred to DXC Technology, a company based in the United States, on the basis of standard data protection clauses adopted by the European Commission, which means that appropriate measures for the protection and security of personal data required by European legislation are ensured.

The data subject has the right to request access to personal data, rectification, erasure or restriction of processing or the right to object to processing, the right to data portability and the right to lodge a complaint to the supervisory authority in charge of personal data protection (both in Poland and Luxembourg), as well as the right to withdraw the consents given. The provision of personal data is necessary for the conclusion and performance of the agreement and the fulfilment of Colonnade's legal obligations. Without the provision of personal data, it is not possible to conclude an agreement. The provision of a telephone number is voluntary, as is an email address, unless it is necessary to provide insurance documentation. However, direct marketing by email or telephone will not be possible without prior consent. Consent may be withdrawn at any time as indicated below and without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.

The Controller may apply an automated decision-making process and, as part of this process, use profiling of customers (e.g. policyholders, victims) based on the data provided by these individuals. Our algorithms take into account a number of factors such as demographic characteristics (e.g.: age), prevailing market trends related to particular insurance risks, claims history and others. Specific situations in which we use automated decision-making and profiling include: the assessment of insurance risks, which may affect the scope of the products offered, the value of the premium or the decision to refuse to take out insurance; the decision on the allocation and value of compensation to be paid for certain types of claims; ensuring compliance with international sanctions, which may affect the ability to take out insurance or pay compensations. Customers have the right, among other things, to contact the Controller to obtain the reasons for the automated decision and to challenge it.

The Controller can be contacted by writing to the Colonnade branch address, by calling +48 22 276 26 00 and by sending an email: [info@colonnade.pl](mailto:info@colonnade.pl). For all matters relating to the processing of personal data, in particular the exercise of rights related



to data processing, objection, transfer of data outside the EEA, you can contact the Data Protection Officer at Colonnade (dpo@colonnade.pl) or you can send a letter to Colonnade branch address.

# TRAVEL PROTECT Group Travel Luggage Insurance

Insurance product information document

**Company:** Colonnade Insurance S.A. registered in Luxembourg acting through its branch in Poland

**Policyholder:** eSky.pl S.A.

**Product:** TRAVEL PROTECT Group Travel Luggage Insurance

This document is for illustrative purposes only, full and binding information on the insurance agreement can be found in the General Terms and Conditions of the TRAVEL PROTECT Group Travel Luggage Insurance of Colonnade Insurance S.A. Branch in Poland dated 8 May 2023. (GT&Cs).

## What kind of insurance is it?

Travel luggage events and delayed delivery by airlines, division II, groups 7, 8, 9, 16.



### What is covered by the insurance?

- ✓ **Travel luggage** that is in the direct care of the insured or has been entrusted to other persons as indicated in the GT&Cs. Luggage is insured against the following risks: loss, theft or damage.
- ✓ **Electronic equipment** that is in the direct care of the insured is insured against the following risks: theft, loss or damage.
- ✓ **Sports equipment** which is in the direct care of the insured or has been entrusted to other persons indicated in the GT&Cs is insured against the following risks: loss, theft or damage
- ✓ **Delay in delivery of luggage** (by at least 4 hours) that has been entrusted to the airline. Provides reimbursement for necessities.

**The sums insured are indicated on the certificate or in the GT&Cs.** The liability of the insurer under the insurance agreement shall not exceed the limit of liability indicated in the certificate for individual risks.



### What is not covered by the insurance?

- ✗ flight delays;
- ✗ travel cancellation costs;
- ✗ breaks in travel;
- ✗ reimbursement for unused air tickets and additional services;
- ✗ missed flights.



### What are the limitations of the insurance cover?

The insurance does not cover:

- ! events resulting from mental disorders and illnesses, neuroses, depression;
- ! events resulting from accidents related to epidemics (except COVID-19) and contamination, radioactivity and ionising radiation of any kind;
- ! events arising from causes directly related to civil commotion and unrest, riot, strike and sabotage;
- ! events resulting from air accidents, except where the insured was a passenger of a licensed airline;
- ! events resulting from natural disasters.

#### Travel luggage, electronic equipment, sports equipment

The insurer will not pay compensation:

- ! if the value of the compensation exceeds EUR 25;
- ! if the event was caused by the insured, their family members or persons for whom they are responsible;
- ! if there has been confiscation, detention or destruction of travel luggage, portable electronic equipment and sports equipment by customs or other government authorities;
- ! if the damage is the result of normal wear and tear of the equipment resulting from its use;
- ! for fragile items;
- ! if a drone was transported in violation of the requirements of the carrier concerned.

#### Delay in baggage delivery

The insurer will not pay compensation if:

- ! the delay has not exceeded 4 hours;
- ! the damage results from action by customs or other authorities.



### Where the insurance applies

- ✓ The whole world



### What are the responsibilities of the insured?

- In the event of an injury, preventing an increase in the extent of the injury as far as possible.
- Informing the insurer and the relevant authorities (e.g. the police) of the incident, and obtaining written confirmation of the damage from the person or company responsible for the storage or damage to the luggage, detailing the items lost (type, quantity) and stating their value.
- Obtaining receipts and proof of payment for the purchase of necessities.
- Retaining documents confirming the transfer of luggage to e.g. airlines, a professional carrier or leaving the car in a guarded car park.
- Providing the insurer with the documents and information they have regarding the insurance event.



### How and when should premiums be paid?

On a one-off basis, either through the website operated by the Policyholder or to the account specified by the Policyholder during a telephone call.



### When does the insurance cover begin and end?

The insurance cover shall commence upon the start of the air travel, but not earlier than on the day indicated in the insurance document and upon payment of the premium, and shall end at the time of the Insured's return to the place of residence in the country of permanent residence. The Insurer's liability shall always end:

- 1) on the day the sums insured are exhausted;
- 2) on the date of cancellation of the insurance;

3) on the day of the Insured's death – with respect to that Insured;

4) no later than at midnight of the last day of the insurance period (which must not exceed 4 months, as indicated in the insurance document).

If the Insured is outside their country of permanent residence at the time of concluding the insurance agreement, the liability of the Insurer shall commence at the earliest after three days, counting from the day following the conclusion of the insurance agreement, however no earlier than from the moment the insurance premium is paid. The above limitation shall not apply to renewal of insurance agreements, provided that the renewal takes place before the expiry of the insurance period resulting from the previous insurance agreement concluded with the Insurer.



#### **How can the insurance agreement be terminated?**

The insurance agreement as concluded for a fixed term is not terminable.

The Insured shall have the right to resign from the insurance at any time before the commencement of the insurance cover. Once the insurance cover has commenced, it is not possible to cancel the insurance.