



## SPECIAL TERMS OF FOREIGN TRAVEL INSURANCE

1.	Prerequisites for payment of compensation and other benefits	Article 2 par. 33, Article 1, 3; Article 5 paras. 1-3 and 5; Article 7 paras. 12-15, Article 8 par. 6; Article 13; Article 14; Article 16; Article 18; Article 20; Article 22; Article 24.
2.	Limitations and exclusions of liability of the insurance company entitling it to refuse the payment of compensation and other benefits or to reduce them.	Article 5 paras 4 and 6; Article 6; Article 7 paras. 2, 4, 5, 6; Article 9; Article 15; Article 17; Article 19; Article 21; Article 23; Article 25. Appendix No 1 – Table of benefits and limits, Appendix No 2 – Table of impairments.

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## I. JOINT PROVISIONS

### Article 1. General provisions

1. These Special Terms of Insurance, further referred to as the STI, apply to the group insurance contract concluded between Inter Partner Assistance S.A. with seat in Brussels, operating in Poland through Inter Partner Assistance S.A. Branch in Poland, being part of the AXA Group, further referred to as the Insurer, and eSky.pl S.A. with registered seat in Katowice, 40-265 at Murckowska 14a St., further referred to as the Policyholder.
2. The insurance contract is concluded to the benefit of a third party. Provisions of these STI apply, *mutatis mutandis*, to the person for whose benefit the insurance contract was concluded.

### Article 2. Definitions of terms

The terms used in these STI and other documents associated with the insurance contract concluded on their basis will have the following meanings:

1. **Terrorist Act** – an ideologically motivated, planned and organized actions of individuals or groups resulting in the breach of the existing legal order, undertaken to enforce specific behaviours or performances from the state authorities and the society.
2. **Amateur practice of sports** – sporting activity of the Insured, practised for leisure and entertainment, provided it is performed in dedicated locations, on designated trails, pistes and water bodies, in particular: baseball, running marathons, long-distance runs, skiing and snowboarding on marked pistes, driving jet skis and snowmobiles; orienteering, horse riding, riding an ATV, jogging, kayaking, bike riding, basketball, bowling, ice skating, snorkelling, water skiing, Nordic walking, scuba diving up to 18 m of depth, swimming, wakeboarding, windsurfing, rowing, trekking up to 5500 meters above sea level without the use of safety or belaying equipment, sailing up to 12 nautical miles from the shore.
3. **Luggage** – personal items usually used during Travel, owned by the Insured and which the Insured took for the Travel, or items purchased by the Insured in a documented manner during the Travel, including (depending on the insurance option) Electronic Devices and Sports Equipment.
4. **Emergency Assistance Centre** – the organizational unit dealing, on behalf of the Insurer, with organization and rendering of assistance services to the Insured as specified in these STI, and claims handling.
5. **Chronic Disease** – all disorders or deviations from the health norms which were diagnosed, treated or showed symptoms during the period of 24 months preceding the date of concluding the insurance contract.
6. **Certificate** – a document issued by the Insurer or on his behalf as confirmation of accession to insurance contract on the basis of these STI.
7. **Electronic Devices** – objects owned by the Insured: mobile phone, photo camera, cameras, computer equipment, audio & video equipment, electronic games, small portable home appliances.
8. **Hospitalization** – hospital treatment associated with the need to stay in a hospital for at least 24 hours.
9. **Alcohol Clause** – pursuant to this clause, the provisions of art. 9 sec. 3 point 8 regarding the insurance of Medical expenses and assistance and Personal accidents is not applicable, which means that the Insurer shall be liable if the Insured Event is related to the Insured being in a state of intoxication or under the influence of alcohol.
10. **Natural Disaster** – the destructive action of forces of nature in the form of a fire, lightning strike, gale, hail, torrential rain, flood, avalanche, landslide, volcano explosion, earthquake.
11. **Customer** – the Policyholder, the Insured, the beneficiary and person seeking insurance cover, being a natural person, legal person or an entity without legal personality.
12. **Burglary** – attempted or actual seizure of an item belonging to the Insured by a third party by breaking-in, i.e., entering locked premises by unlawful overcoming of security devices or overcoming another security obstacle using force.
13. **Country of permanent residence** – the country where the Insured is currently covered by universal health insurance or the country where the Insured resides with the intention of permanent stay.
14. **Places with extreme climatic conditions** – areas such as desert, bush, tundra, taiga, jungle, glaciers and snow-covered areas, where moving requires the use of specialized protection or safety equipment.
15. **Place of Residence** – a residential premises or single-family home located in the Country of Permanent Residence where the Insured lives permanently.
16. **Sudden Illness** – sudden health disorder that occurs during the Term of insurance, which, due to its nature, poses a direct threat to life or health of an individual, regardless of their will and requires immediate, necessary treatment.
17. **Personal Accident** – unexpected and sudden event caused by external circumstances, in consequence of which the Insured, irrespective of their will, suffered a health disorder, physical injury or died.
18. **Relative** – a person who is for the Insured:
  - a) a spouse or life partner,
  - b) child, stepchild, adopted child or child adopted into custody,
  - c) parent, adopter, father-in-law, mother-in-law, step-father, step-mother,
  - d) grandfather, grandmother, grandchild, sibling, son-in-law, daughter-in-law.
19. **Travel** – temporary change of the place of stay including travel to and outside of the Country of permanent residence and return to the Place of residence of the Insured.
20. **Physical work** – the performance by the Insured for non-gainful (e.g., internship, voluntary work, training) or gainful purpose (regardless of the legal basis of employment) of activities which are based mainly on muscle power and manual or practical skills (including activities performed with the use of hazardous tools, work at heights, renovation and construction works, work underground, unloading works in transport).
21. **Robbery** – use of violence or a threat of direct use of violence by a third party (assailant) against the Insured to seize property belonging to the Insured.
22. **Complaint** – Customer's address to the Insurer in which the Customer presents objections regarding services rendered by the Insurer.
23. **Extreme sports** – Competitive practice of sports and participation in expeditions to Places with extreme climatic conditions; as well as sports disciplines which require above-average skills, courage and acting under high-risk conditions and/or which contain elements of acrobatics, in particular: downhill, disciplines tied to movement through airspace, freediving, go-karts, football, kayaking and rafting of the WW3-WW5 difficulty degree, kite surfing and all its varieties, mountain biking, archery, off-piste skiing and snowboarding, scuba diving deeper than 18 m (with an instructor or with the required certificate), rugby, spelunking, motor sports (aside from ATVs and scooters which are covered by insurance regarding practicing amateur sports), martial arts and martial sports, trekking with the use of specialized equipment or at a height above 5500 meters above sea level, via ferrata of B to E difficulty degree, decathlons or pentathlons, climbing, sailing at more than 12 nautical miles away from the shore.
24. **Sports equipment** – equipment and accessories designated for the practice of sports.
25. **Geographical zones** – two geographical zones are defined:
  - 1) **Europe** – the geographical region of Europe plus countries of the Mediterranean, i.e., Algeria, Cyprus, Egypt, Georgia, Israel, Lebanon, Libya, Malta, Morocco, Syria, Tunisia, Turkey and the Canary Islands.
  - 2) **World** – all countries and territories of the world.
26. **Permanent health impairment** – bodily injury or loss of health being the result of a Personal accident, which causes an impairment of the bodily functions and does not promise any improvement, listed in the Table of impairments which constitutes Appendix No 2 to these STI.
27. **Insured** – a natural person covered by the Insurance Contract.
28. **Beneficiary** – the person indicated by the Insured, entitled to receive the benefit in the event of death of the Insured. If the Beneficiary is not designated, the benefit is due to heirs of the Insured, in the order and in the amounts consistent with statutory inheritance rules.
29. **Service provider** – entity possessing appropriate competencies and authorizations to provide specialized consultancy services to the Insured in connection with the occurrence of the Insured event, for instance, attorney-at-law, legal counsel, expert witness, appraiser, translator/interpreter.
30. **Co-Insured** – a person participating in the Travel together with the Insured, covered by insurance under the same Certificate.
31. **Competitive practice of sports** – regular and intense form of sports activity, involving:

- 1) Participation in training sessions, competitions or fitness camps with relation to membership in a sports club;
- 2) Participation in competitions organized by any organization involved in physical culture or a sports club, as well as preparation to competitions;
- 3) Professional practice of sports – for gainful purposes (in particular by sports instructors and trainers).

**32. COVID-19** – a sudden disruption of the health condition which occurred due to infection with the SARS-CoV-2 virus, which constitutes an immediate threat to life or health of an individual and requires necessary, immediate treatment.

**33. Insured Event** – event covered by the insurance contract which occurred during the Term of insurance, on the basis of which the Insurer becomes obliged to render an insurance benefit to the Insured person or third party in accordance with the provisions of these STI. Events caused by a single cause and covering all circumstances and their consequences, connected by a cause-and-effect relationship, time of occurrence or another direct factor, will be considered to constitute a single Insured event.

### Article 3. Accession to the Insurance Contract

1. The Insured accedes the Insurance Contract through the Policyholder.
2. The Policyholder is obliged to provide the STI to the Insured before the accession to the Insurance Contract and to provide the Insured information on provisions of that Contract, in the scope to which it applies to the rights and obligations of the Insured.
3. The Insurance Contract is deemed concluded at the time the Policyholder receives the Certificate, under the condition that the insurance premium was paid.
4. The tenor of the legal relationship under the Insurance Contract ensues jointly from these STI and the Certificate.
5. The Insured does not have the opportunity to leave the Insurance Contract after the cover term commences.

### Article 4. Insurance premium

1. The Insurer determines the value of the insurance premium on the basis of the rates in effect on the day the Insurance Contract is concluded. The amount of premium depends on the term of insurance, Geographical Zone, number of the Insured and the selected insurance option.
2. The insurance premium is payable up front, according to the Insurance Contract.
3. The obligation to pay the premium encumbers the Policyholder, although the cost of the insurance premium is borne by the Insured.

### Article 5. Term of Insurance

1. The Term of Insurance is indicated in the Certificate as the period during which the Insurer provides insurance cover during the Travel of the Insured in the selected Geographical Zone outside the territory of the Country of permanent residence.
2. Insurance cover starts only with respect to insurance contracts which have been successfully concluded (i.e., for which the insurance premium has been paid).
3. Insurance cover and the right to benefits under the Insurance Contract commences on the day indicated in the Certificate and ends with the lapse of the Term of Insurance, with the stipulation that it commences at the moment the Insured crosses the border of their Country of Permanent Residence at the time of exit for the Travel and ends at the moment the Insurer crosses the border of their Country of Permanent Residence returning from the Travel.
4. If the Insured is outside the Country of Permanent Residence at the time of acceding to the Insurance Contract, cover begins after three calendar days, counted from the day following the date of payment of insurance premium. This rule does not apply if the Insurance Contract is being renewed, and the renewal takes place before the end of the Term of insurance ensuing from the previous Contract concluded with the Insurer for the benefit of the given Insured.
5. The Term of Insurance, and thus insurance cover, is automatically extended by the time needed to return to the Place of Residence, no longer though than 72 hours, in case of inability of the Insured to return from the Travel within the initially planned time, for the following reasons:

- 1) Natural disaster and rescue conducted in connection with its occurrence;
- 2) Breakdown of the means of transport by which the Insured planned to return;
- 3) Cancellation or delay in the departure of the means of return transport due to poor atmospheric conditions making the trip unsafe;
- 4) Terrorist Act;
- 5) Traffic accident making the planned return transport impossible.

In case of a prolongation of the foreign Travel for the aforementioned reasons, the Insured is obliged to immediately contact the Emergency Assistance Centre to inform the Insurer about this fact.

**6.** The Insurer's liability expires:

- 1) At the moment of exhausting the sum insured for the given risk or the limit for a benefit – in relation to this risk or limit and the Insured;
  - 2) on the day of death of the Insured with respect to that Insured;
  - 3) on the last day of the Term of Insurance;
- whichever occurs first.

### Article 6. Sum Insured

1. The sum insured is the upper limit of the Insurer's liability for losses arisen during the Term of Insurance.
2. The Sum Insured for the individual insurance options, risks and benefits is stated in the Table of Benefits and Limits, which is enclosed as Appendix No 1 to these STI.
3. The Sum Insured and the limit are set for one and for all Insured Events for each Insured. Every benefit paid in connection with a single Insured Event decreases the Sum Insured.

### Article 7. Determination of the justification for claims and the value of the benefits

1. If an Insured Event occurs, the Insured is obliged to immediately contact the Emergency Assistance Centre under the number +48 22 529 85 06 which operates round-the-clock or by e-mail at [medical@axa-assistance.pl](mailto:medical@axa-assistance.pl) in order to notify the Insurer of the occurrence of the Event, by presenting truthful explanations regarding the occurrence of such Event and its consequences, as well as all other insurance contracts covering the same risks.
2. Determination of the justification for claims and the value of benefits is done on the basis of full documentation presented by the Insured or obtained by the Insurer.
3. In the case of claim for performance of medical benefits under the insurance contract, the Insurer can request the delivery of medical documentation (if it is difficult for the insurer to obtain them), the granting of further consents and submission of statements necessary to determine the liability of the Insurer and the scope of due benefits. In particular, the Insurer may request the Insured's consent for:
  - a) obtaining information on the health condition of the Insured from the medical facility providing treatment,
  - b) obtaining information from the National Health Fund,
  - c) obtaining information from other insurers.
4. In the case of insurance of treatment costs and assistance, if the Insured paid costs without contacting the Emergency Assistance Centre, the Insurer reimburses such costs up to the amount of costs that the Emergency Assistance Centre would have incurred if it had organized the given benefit.
5. Upon demand of the Insurer, if the documents indicated in these STI turn out to be insufficient, the Insured may be asked to present other documents, necessary to determine justification for claims and number of benefits, unless these documents can be obtained by the Insurer.
6. In the case of death of the Insured, the Beneficiary is obliged to submit the abridged death certificate of the Insured and a full set of documents specified in these STI for the given Insured Event.
7. The Insurer is obliged to perform the benefit within 30 days from receiving notification of the Insured Event.
8. If clarification of circumstances necessary to establish the liability of the Insurer or the amount of benefit turned out impossible within the above deadline, the benefit shall be paid within 14 days counted from the day on which clarification of these circumstances was possible with due diligence, however, the undisputed part of the benefit shall be paid by the Insurer within the deadline specified in par. 6 of this Article.

9. If the benefit is not due or is due in an amount different from the one defined in the claim, the Insurer informs the claimant of the fact in writing, stating the circumstances and legal basis for the full or partial refusal to pay the benefit.
  10. The benefit is paid in Polish zloty or in Euro, with the exception of direct payments made to foreign healthcare facilities or other foreign entities.
  11. The conversion into Polish zloty or into Euro of the expenses incurred in foreign currencies is made on the basis of the average rate of the National Bank of Poland, in effect at the date of incurring the cost of the benefit.
  12. In addition, the determination of the amount of benefit in the case of Accident insurance is governed by the following regulations:
    - 1) in order to determine the justification for benefit in case of a Personal Accident it is necessary to establish the cause and effect relationship between the Personal Accident and the Permanent Health Impairment or death of the Insured;
    - 2) Permanent Health Impairment is deemed to include only those types of impairments which are listed in the Table of Impairments, enclosed as Appendix No 2 to these STI;
    - 3) when determining the degree of a Permanent Health Impairment the type of work being performed by the Insured is not taken into account;
    - 4) the degree of Permanent Health Impairment is determined on the basis of the Table of Impairments which constitutes Appendix No 2 to these STI;
    - 5) the certified degree of Permanent Health Impairment is expressed as a percentage and constitutes the basis for calculating the value of the benefit corresponding to a percentage of the Sum Insured;
    - 6) if the Insured sustained more than one Permanent Health Impairment, the overall degree of the health impairments equals the sum of all percentages determined for each impairment, however, the sum cannot exceed 100%;
    - 7) in situations where the Permanent Health Impairment entails the loss of or damage to an organ or system whose functioning was impaired already before the Personal Accident, then the degree of the Permanent Health Impairment constitutes the difference between the percentage of impairment after the Personal Accident and the percentage of impairment before the Personal Accident;
    - 8) if the Insurer paid benefit for Permanent Health Impairment before the death of the Insured, the death benefit is reduced by the amount of benefit that had already been paid.
  13. In addition, the determination of the amount of benefit in the case of Luggage insurance is governed by the following regulations:
    - 1) the amount of compensation is determined on the basis of the repair costs of the Luggage – if damaged, or on the basis of the value of the contents of the Luggage – if lost, with the reservation that the value of the items is determined based on proofs of purchase (bills, payment confirmations, etc.) or by reference to the value of a new item with identical properties, taking into account the level of wear and tear of the lost item, in accordance with the following rules:
      - a) items up to 1 year old – payment of 90% of the purchase price;
      - b) items up to 2 years old – payment of 70% of the purchase price;
      - c) items up to 3 years old – payment of 50% of the purchase price;
      - d) items up to 4 years old – payment of 30% of the purchase price;
      - e) items up to 5 years old – payment of 20% of the purchase price;
      - f) items older than 5 years – no payment;
    - 2) the extent of the loss is not affected by the sentimental, historical, collectible or scientific value of the given item;
    - 3) if the lost items are subsequently recovered, the Insured should notify the Insurer of that fact. If the Insurer has already paid the compensation for the recovered items, he is entitled to a claim for the refund of an appropriate amount of compensation by the Insured or a claim for the assignment by the Insured of the ownership rights to the recovered items. If the compensation has not been paid yet, the Insurer pays the amount taking into account the recovery of the given items by the Insured;
    - 4) the Insurer pays the benefit in the amount which is not acknowledged by a professional carrier or another entity responsible for the Luggage the moment it got damaged or lost, however up to the maximum amount equal to the Sum Insured.
  14. In addition, the determination of the amount of benefit in the case of Civil Liability insurance is governed by the following regulations:
    - 1) In situations where the Insured is informed about preparatory proceedings being launched against it or about an action being brought to court against it, the Insured is obliged to immediately – not later than within 7 days – inform the Insurer about this fact, also if the Insured has previously informed the Insurer about the occurrence of an Insured Event. At the same time, the Insured is obliged to deliver to the Insurer all documents and information tied to the loss and necessary to determine liability under Civil Liability insurance;
    - 2) satisfaction or acknowledgement by the Insured of a claim to remedy the insured loss has no legal effect against the Insurer if the Insurer had not given a prior consent for it;
    - 3) If the Insured acknowledges the claim of the aggrieved party for compensation for the Loss and satisfied it, the Insured is obliged to allow the Insurer to perform activities necessary to determine the circumstances of occurrence of the Loss, the justification for and the value of the claim.
  15. Additionally, in the insurance of abandoned property, the amount of compensation is determined on the basis of the repair costs of individual items – if damaged, or on the basis of the value of these items – if lost, with the reservation that the value of the items is determined based on proofs of purchase (bills, payment confirmations, etc.) or by reference to the value of a new item with identical properties, taking into account the level of wear and tear of the lost item, in accordance with the following rules:
    - a) items up to 1 year old – payment of 90% of the purchase price;
    - b) items up to 2 years old – payment of 70% of the purchase price;
    - c) items up to 3 years old – payment of 50% of the purchase price;
    - d) items up to 4 years old – payment of 30% of the purchase price;
    - e) items up to 5 years old – payment of 20% of the purchase price;
    - f) items older than 5 years – no payment.
  16. If the Insured knowingly did not fulfil the obligations stemming from these STI, the Insurer may decrease the benefit to the extent to which the non-fulfilment of obligations contributed to the inability to determine circumstances affecting the scope of the Insurer's liability.
- Article 8. Procedure in the event of loss**
1. Obligations of the Insured ensuing from the provisions of this Article apply also to the person filing the claim for the insurance benefit.
  2. The Insured is obliged, as far as possible, to prevent an increase of the loss to limit its consequences.
  3. If an Insured Event occurs, the Insured is obliged:
    - 1) To immediately, not later than within 48 hours, contact the Emergency Assistance Centre. This obligation does not apply to situations where the Insured person was objectively unable to contact the Emergency Assistance Centre due to the health condition;
    - 2) to provide all available information necessary to determine the right to benefits, in particular: PESEL number/date of birth, first name and surname of the Insured;
    - 3) to clearly explain the circumstances of occurrence of the Insured Event, in particular, the date and place of its occurrence;
    - 4) to provide a phone number at which the Emergency Assistance Centre may contact the Insured.
  4. The Insured is also obliged to:
    - 1) follow the instructions of the Emergency Assistance Centre and effectively cooperate with it;
    - 2) authorize, in the required form, the Emergency Assistance Centre to obtain information and opinions from physicians conducting treatment and other persons or offices, in matters related to the Insured Event, to the extent resulting from the provisions of law;
    - 3) make every effort to collect all documents regarding the Insured Event, necessary to confirm the justification for the claim, if they cannot be obtained by the Insurer on its own.
  5. The Insured is obliged, within 7 days from return to the Country of Permanent Residence, to submit the claim to the Insurer.
  6. Depending on the type of Insured Event, the claim notification should include:
    - 1) a completed and signed claim notification form, and as far as possible;

- 2) medical documentation describing the type and nature of injuries or symptoms, containing a precise diagnosis and treatment prescribed;
- 3) report of the police or a protocol drawn up by another institution in the case of events with relation to which the given authorities intervened, including confirmation of Burglary or Robbery with specification of items lost, information on their type and number and at least estimated value;
- 4) Originals or copies of bills and original proofs of their payment;
- 5) Statements of the aggrieved parties or witnesses of the event;
- 6) Present a receipt of the Luggage being accepted for storage or confirmation of its delay;
- 7) information from the carrier or another entity on the amount of acknowledged claim of the Insured regarding the same subject matter;
- 8) documents confirming the ownership of the lost items.

#### **Article 9. General exclusions of liability**

1. The Insurer is not liable in situations where the Insured:
  - 1) acts contrary to the orders of the attending physician, in the scope in which this influenced the occurrence or increase of the loss;
  - 2) stays in an area located at more than 6500 meters above sea level, in Antarctica or the Arctic.
2. The Insurer is not liable for events being a consequence of:
  - 1) intentional actions of the Insured or person living in the same household as the Insured;
  - 2) gross negligence of the Insured unless the payment of the benefit in these circumstances complies with the rules of equity.
3. Insurance does not cover cases where the event occurred in connection with:
  - 1) hooliganism by the Insured, participation in fights or an attempted or actual crime committed by the Insured;
  - 2) active participation in mutinies, demonstrations, uprisings or riots, public acts of violence, strikes or as a result of intervention or decision of public authorities;
  - 3) lack of appropriate valid authorizations to perform a given activity, for instance, driving license of a given category, license to dive without an instructor;
  - 4) failure to take preventive vaccinations required by the World Health Organization prior to a Travel to a given country;
  - 5) sexually transmitted diseases, AIDS, HIV;
  - 6) mental disorders;
  - 7) the Insured being under the influence of psychoactive substances;
  - 8) the Insured being in the state of intoxication or under the influence of alcohol (subject to the Alcohol Clause included in the insurance regarding Medical Expenses and Personal Accident in the Standard and Premium insurance options);
  - 9) practising of Extreme sports (not applicable to the Premium insurance option);
  - 10) performance of Physical work (not applicable to the Premium insurance option);
  - 11) practising of sports in places not intended for that;
  - 12) participation in animal hunting;
  - 13) participation in competitions or rallies as a driver, pilot or passenger of any motor vehicles, also during trial and test runs;
  - 14) performance of stunts;
  - 15) fulfilling the function of a soldier, police officer, member of other uniformed forces or another unit or security forces.
4. Moreover, insurance does not cover cases where the event:
  - 1) took place as a result of a suicide, attempted suicide or as a result of intentional self-inflicted bodily injury, regardless of the state of sanity;
  - 2) occurred during a Travel that the Insured commenced after the Ministry of Foreign Affairs of the Insured's Country of Permanent Residence published a warning of the highest degree against travel to the given country;
  - 3) was caused by chemical or biological contamination, or a nuclear threat;
  - 4) was caused by an epidemic or pandemic (excluding events indicated in Article 2 par. 32 and in Article 14 par. 1 item 2 in the context of insurance of treatment costs and assistance);
  - 5) occurred during the use of pyrotechnical materials.

5. The Insurer does not refund the costs of telephone calls made to the Insurer, except for the cost of the first telephone call to the Emergency Assistance Centre in the Standard and Premium insurance options.

#### **Article 10. Recourse claims**

1. On the day, the benefit is paid the claims against the third party responsible for the loss are assigned to the Insurer, up to the amount of the benefit (compensation) paid by the Insurer. If the Insurer covered only part of the loss, the Insured has priority right to pursue his/her claims regarding the remaining part of the claims before the claims of the Insurer.
2. The claims of the Insured referred to in par. 1 of this Article of the Insured against persons with whom the Insured keeps a joint household, or for whom is legally responsible are not assigned to the Insurer, unless the perpetrator caused the loss intentionally.
3. The Insured is obliged to assist the Insurer in pursuing claims for compensation against persons responsible for the loss by providing the necessary information and documents and to make it possible to take actions necessary to pursue recourse claims.

#### **Article 11. Complaints and court disputes:**

1. Complaints are filed:
  - 1) in written form:
    - a) in person at the Insurer's office,
    - b) by post to the Insurer's address:  
Dział Jakości (Quality Department) Inter Partner Assistance Polska S.A.  
ul. Giełdowa 1; 01-211 Warsaw;
  - 2) in electronic form to the e-mail address: [quality@axa-assistance.pl](mailto:quality@axa-assistance.pl).
2. The Complaint should contain the following data:
  - 1) Customer's first name and surname; company name;
  - 2) the Customer's full correspondence address, or
  - 3) e-mail address to which the reply should be sent;
  - 4) indication of the insurance contract which the Complaint concerns;
  - 5) description of the problem being reported as well as the subject and circumstances justifying the Complaint;
  - 6) actions expected by the Customer;
  - 7) if the Customer expects that the reply be sent by electronic mail – the Customer's request in this regard.
3. If during the Complaint handling process it becomes necessary to obtain additional information, the Insurer shall request the Customer to provide it.
4. The Insurer will reply without unnecessary delay, however not later than within 30 days of receiving the Complaint. To observe the deadline, it is sufficient to send the reply before the deadline is up.
5. In particularly complicated cases which make it impossible to examine the Complaint and to reply to it within the deadline referred to in par. 4, the Insurer:
  - 1) explains the reason for the delay;
  - 2) indicates the circumstances which must be clarified in order for the case to be examined;
  - 3) indicates the anticipated date by which the Complaint will be examined, and a reply given.
6. The Insurer's reply will be sent to the postal address, unless the Customer asked that the reply be sent by electronic mail, in this case the reply will be sent electronically to the indicated e-mail address.
7. The Customer may take legal action. The action for claim under the insurance contract may be brought before a competent court in accordance with legislation on general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, the Beneficiary or their respective heirs.
8. The Customer being a consumer may also ask a competent local District (Municipal) Consumer Ombudsman for assistance.
9. The Customer has the right to apply to the Financial Ombudsman to conduct a procedure aimed at an out-of-court settlement of a consumer dispute associated with the insurance contract. More information about this subject is available on the Financial Ombudsman's website at <https://rf.gov.pl/>.
10. In the case of an insurance contract concluded via a website, it is possible to conduct out-of-court proceedings to resolve a dispute between a consumer residing in the European Union and the Insurer via the Online Dispute

## Article 12. Closing provisions

1. All declarations, notifications and applications related to the insurance contract and submitted to the Insurer, excluding those which, on the basis of these STI, are conveyed to the Emergency Assistance Centre, should be submitted in writing under the pain of nullity. Documentation tied to establishment of the liability of the Insurer, sent to the Emergency Assistance Centre, as well as Complaints, may be delivered by electronic mail to the address [claims@axa-assistance.pl](mailto:claims@axa-assistance.pl). Upon the demand of the Emergency Assistance Centre, in justified cases, the Insured is obliged to make available to the Insurer original documents previously sent via electronic mail.
2. The Polish or English language applies in all contacts and correspondence with the Insurer. Foreign languages are allowed in case of medical records; however, the Insurer may demand that the documentation be translated by a sworn translator into Polish.
3. The insurance contracts to which these STI apply are governed by the Polish law.
4. Assistance for the Insured in connection with the Insured Event is provided in accordance with the laws of the country in which it is provided or as part of international laws.

## II. COSTS OF TREATMENT AND ASSISTANCE

### Article 13. Subject and scope of costs of medical treatment and assistance insurance

1. The subject of insurance are the medically necessary and documented costs of treatment and the related medical assistance costs, covered for the benefit of the Insured who had to undergo treatment with relation to an Insured Event.
2. Under the insurance of costs of medical treatment and assistance, Insured Event is deemed to include Sudden Illness, COVID-19 or Personal Accident of the Insured which occurred within the Term of Insurance during Travel, and which requires immediate medical treatment abroad, meant to stabilize the Insured's health condition sufficiently to make the Insured able to continue Travel or to return to the Country of Permanent Residence, to continue treatment there, if necessary.
3. The costs of medical treatment and assistance are deemed to include:
  - 1) **examinations** necessary to make a diagnosis and to commence treatment;
  - 2) **medical consultations** necessary due to the health condition of the Insured;
  - 3) **medical teleconsultation** with an internist or paediatrician in Polish, English or Spanish (the Emergency Assistance Centre arranges a telephone consultation between the Insured and the doctor);
  - 4) **hospitalization** ensuring standard medical care and the related treatment costs (including costs of surgery, anaesthesia, medication, hospital meals);
  - 5) **medical supplies** – medication, dressings, auxiliary materials and orthopaedic supplies prescribed by the doctor;
  - 6) **dental services** in acute tooth pain, treated with extraction or with the basic filling (including X-ray). Sub-limit of the Sum Insured for this benefit, indicated in the Table of Benefits and Limits, applies to all cases of illness during the Term of Insurance. This limit does not apply to the costs of dental treatment associated with a Personal Accident;
  - 7) **transport of the Insured to and from the medical facility** (includes also calling the doctor to the Insured) from the location of the Insured Event, justified by the health condition of the Insured and approved by the Emergency Assistance Centre;
  - 8) **transport between medical facilities** – from one facility to another, if required due to the health condition of the insured;
  - 9) **rescue** – intervention by rescue services or transport by helicopter from the location of the Insured Event to the nearest, appropriate medical facility, if required due to the health condition of the Insured;
  - 10) **transport to the Country of Permanent Residence** – repatriation of the Insured by a means of transport adapted to their health condition, if for health-related reason the originally planned means of transport could not be used (decision on the choice of the means of transport is made

by the doctor of the Emergency Assistance Centre in consultation with the Insured and the foreign attending physician);

In cases where the transport of the Insured is organized without involving the Emergency Assistance Centre, the Insurer covers the costs only to such amount that the Emergency Assistance Centre would have incurred if it organized the transport to the Country of Permanent Residence;

- 11) **transport to the Place of Residence** – if for health-related reason due to the Insured Event the Insured has limited mobility and s/he returned to the Country of Permanent Residence and needs transport to the Place of Residence (decision on the choice of the means of transport is made by the doctor of the Emergency Assistance Centre in consultation with the Insured and the foreign attending physician).  
In cases where the transport of the Insured is organized without involving the Emergency Assistance Centre, the Insurer covers the costs only to such amount that the Emergency Assistance Centre would have incurred if it organized the transport within the Country of Permanent Residence;
- 12) **extended stay of the Insured abroad** – if the originally planned time of Travel lapsed, and the Insured, due to an Insured Event (e.g. due to the obligation to undergo medical quarantine, i.e. Isolation) was not able to travel back at the planned time and by the planned means of transport, and the Insured does not require Hospitalization.  
The Insurer covers the costs of accommodation and board for the Insured for a period necessary to organize transport (repatriation) compliant with the provisions of par. 3 item 9) of this Article;
- 13) **transport of the corpse and purchase of transport coffin** for the Insured to the location of burial in the Country of Permanent Residence if the Insured died during the Travel due to an Insured Event.  
The Emergency Assistance Centre, in consultation with a Relative, takes care of all formalities, chooses the method and means of transport and organizes it.  
The Emergency Assistance Centre may organize and cover the costs of cremation and transporting the urn with ashes of the Insured to the Country of Permanent Residence or of a burial of the Insured abroad, up to a maximum amount equal to the costs which the Emergency Assistance Centre would have incurred organizing the transport of the corpse to the Country of Permanent Residence;
- 14) **transport of the Co-Insured** – if the Insured died during a foreign Travel due to an Insured Event, the Insurer organizes and provides transport only in situations where the originally planned means of transport cannot be used for earlier return. The Emergency Assistance Centre, in consultation with the Co-Insured(s), makes a decision on the organization of their transport to the Country of Permanent Residence. The Insurer covers the costs of transport of the Co-Insured(s) by train or coach bus, and in situations where the duration of travel by the aforementioned means of transport would exceed 12 hours, the Insurer covers the costs of a flight ticket in economy class;
- 15) **transport and stay of a Relative called in to assist an under-age Insured** if, during the Trip abroad, the Insured must be hospitalized as a result of an Insured Event and is not accompanied by an adult.  
The Emergency Assistance Centre, in consultation with the Insured, makes a decision on the organization and coverage of transport costs to the Hospitalization location of the Insured and return transport (by train or by coach bus, and if the time of such travel would exceed 12 hours, by plane in economy class) and the costs of accommodation for one Relative of the Insured.  
In cases where the transport of the Relative of the Insured is organized without involving the Emergency Assistance Centre, the Insurer covers the costs only to such amount that the Emergency Assistance Centre would have incurred if it organized the transport from the Country of Permanent Residence;
- 16) **stay of a person called to the Insured**, indicated by the Insured, if during a foreign Travel the attending physician states that the Insured must be hospitalized for more than 10 days due to the Insured Event, or if the attending physician diagnoses a life-threatening condition.  
The Emergency Assistance Centre, in consultation with the Insured, makes a decision on the organization and coverage of transport costs to the Hospitalization location of the Insured and return transport (by

train or by coach bus, and if the time of such travel would exceed 12 hours, by plane in economy class) and the costs of accommodation for one person indicated by the Insured.

4. Under the insurance of costs of treatment and assistance, Sudden Illness also includes an aggravation of a Chronic Disease. The Insurer shall be liable for this Insured Event up to the limit specified in the Table of Benefits and Limits.

#### Article 14. Subject and scope of Assistance insurance

1. The subject of the Assistance insurance are assistance benefits, including:

- 1) **the 24/7 availability of the Emergency Assistance Centre;**
- 2) **insurance in the case of quarantine** – if during the Trip the Insured has not contracted COVID-19, as defined, and their health condition does not require any treatment, but the Insured is suddenly subjected to the obligation of quarantine, on the basis of a documented, issued in their name decision of the local administrative authorities which could not have been foreseen before the start of Travel, they are entitled to the following benefits:

- a) **extended stay of the Insured abroad**, if the originally planned time of Travel lapsed, and the Insured, due to the imposed quarantine obligation was not able to travel back at the planned time and by the planned means of transport. The Insurer covers the costs of accommodation and board for the Insured for a period necessary to organize transport (repatriation) compliant with the provisions of Article 14 par. 14 item 2b of this Article,
- b) **transport to the Country of Permanent Residence** – if due to the need to undergo quarantine the Insured is unable to use the originally planned means of transport, the Insurer organizes and covers the cost of return of the Insured to their Country of Permanent Residence. The transport takes place by train or coach bus, and in situations where the duration of travel by the aforementioned means of transport would exceed 12 hours, the Insurer organizes air transport in economy class.

In cases where the transport of the Insured is organized without involving the Emergency Assistance Centre, the Insurer covers the costs only to such amount that the Emergency Assistance Centre would have incurred if it organized the transport to the Country of Permanent Residence;

- 3) **delivery of an urgent message** if the unexpected event causes a delay or changes the course of the Insurer's Travel. The Emergency Assistance Centre, upon request of the Insured, shall deliver the necessary messages to persons or institutions indicated by the Insured;
- 4) **refund of the costs of ski carnet** – if the Insured due to an Insured Event covered under these STI is not able to utilize the carnet purchased earlier, the Insurer refunds the costs of unused carnet for the full days on which its use was impossible;
- 5) **refund of costs of renting skiing equipment**, if the Insured, due to:
  - a) an Insured Event covered under these STI was not able to secure their skiing equipment, which resulted in its loss,
  - b) the Sports Equipment becoming missing when it was in the care of a professional carrier (on the basis of a transport document) or when it was kept in storage (on the basis of a receipt),
  - c) A Personal Accident covered under these STI, documented with a medical opinion and reported to the Emergency Assistance Centre, which occurred during Amateur Practising of Sports, and which resulted in the damage to the Sports Equipment of the Insured the Insurer refunds the costs of renting skiing equipment for full days during which it was not possible to use the equipment belonging to the Insured;
- 6) **benefit in the event of closure of ski pistes** – during a foreign Travel of the Insured, within the period from 15 December to 31 March, the Insurer pays compensation in a situation when, due to unfavourable weather conditions, all marked ski pistes located within a 50 kilometre radius from the accommodation of the Insured are closed, as a result of which the Insured is deprived of the possibility of amateur skiing or snowboarding;
- 7) **assistance with continuation of Travel** – if one of the stages of the Travel, originally planned by the Insured, cannot be fulfilled in consequence of an Insured Event, and the health condition of the

Insured, after receiving medical attention, allows for continuation of Travel, the Insurer provides assistance with continuation of Travel.

The Emergency Assistance Centre, in consultation with the Insured, organizes transport to allow the Insured to continue Travel.

The Insurer covers the costs of transport of the Insured from the location where medical assistance was being provided (location of Hospitalization, location of outpatient treatment) to the next stage of the planned Travel by train or coach bus, and if the duration of travel by the aforementioned means of transport would exceed 12 hours, the Insurer covers the costs of a flight ticket in economy class;

- 8) **assistance in early return of the Insured to the Country of Permanent Residence** in a situation where, as a result of Hospitalization or death of a Relative in connection with a Sudden Illness or Personal Accident of that person, or as a result of an Insured Event at the Place of Residence, requiring the presence of the Insured in order to perform administrative or legal actions, the Insured is forced to shorten the Travel in relation to the original plans, the Insurer provides assistance only if the previously planned means of transport cannot be used for early return by the Insured. In such situations the Emergency Assistance Centre, in consultation with the Insured, makes a decision on the organization of their transport to the Country of Permanent Residence. The Insurer covers the costs of transport of the Insured by train or coach bus, and if the duration of travel by the aforementioned means of transport would exceed 12 hours, the Insurer covers the costs of a flight ticket in economy class;
- 9) **Luggage delay** – if during the Travel there is a delay by the number of hours indicated in the Table of benefits for a given insurance option (counted from the moment the Insured lands at the destination airport) in the delivery of the Insured's Luggage, which was checked against a receipt, the Insurer shall reimburse the Insured the expenses incurred for the necessary toiletries and clothing; the compensation shall not apply if the delay occurs during the Return Travel – when returning to the Country of Permanent Residence and in case of charter flights;
- 10) **delay or cancellation of flight** – if during the Travel of the Insured a return flight is delayed by the number of hours indicated in the Table of benefits for a given insurance option, or – in the case of flight cancellation – the carrier did not organize an alternative transport possibility to be executed within the number of hours indicated in the Table of benefits for a given insurance option (counted from the originally planned departure time), the Insurer shall pay the compensation;
- 11) **Hotline** operating 24/7 and providing information on:
  - a) the current exchange rates,
  - b) diplomatic offices and consulates,
  - c) documents required to cross the border of the given country,
  - d) any fees charged at the time of border crossing,
  - e) climatic conditions and weather forecast for the destination country,
  - f) general level of security in the destination country,
  - g) contact to ambulance services,
  - h) mandatory and recommended vaccinations and addresses of vaccination facilities,
  - i) occurrence of epidemics,
  - j) foreign counterparts to Polish medications,
  - k) not recommended healthcare facilities,
  - l) specific types of health risks in the given area;
- 12) **telephone interpreting** – in English, and as far as possible in other languages during a police control, in contacts with personnel of a medical facility, or during the filling of documents;
- 13) **legal assistance** – protection of justified (i.e. it is not contrary to the principles of social co-existence and good manners and its costs are not grossly disproportionate to the intended purpose) legal interests of the Insured in a situation when the Insured suffered a personal or material damage and claims compensation or when he is accused of violating the provisions of criminal law or the law of offences during the Travel. The Insured is entitled to the following benefits:
  - a) legal advice and presentation of a scenario of the actions to be undertaken (coverage of costs of the fee of the Service Provider for the analysis of or opinion on the legal situation of the Insured),

- b) translation of documents, preparation of an expert's or appraiser's opinion (coverage of Service Provider's costs),
- c) undertaking actions in the course of court proceedings before courts of all instances (coverage of the Service Provider's fees for legal representation/court representation of the Insured, costs of proceedings before courts of general jurisdiction, administrative and arbitration courts and costs of court proceedings awarded against the Insured for the benefit of the opponent or the State Treasury).

The insurance of legal assistance does not cover the following disputes: between the Policyholder or the Insurer and the Insured; between Relatives; between co-owners of assets; whose value does not exceed 100 €; related to gainful activities performed by the Insured; tied to civil liability of the Insured; regarding copyright and intellectual property; regarding family law; regarding social insurance or public healthcare system; resulting from games or bets;

- 14) **assistance for pets** – if the Insured travels with an own pet dog or pet cat and this animal suffers an Accident outside the Country of Permanent Residence and requires immediate assistance in a veterinary facility, the Insurer shall cover the necessary costs of treatment.
- 15) **reimbursement of the cost of the first call to the Emergency Assistance Centre** – if the Insured contacted the Emergency Assistance Centre in connection with the Insured Event, the Insurer would reimburse the cost of the first call based on the submitted telephone bill.

#### Article 15. Special exclusions of liability

- 1. Apart from the general exclusions indicated in Article 9, costs of treatment and assistance do not cover:
  - 1) treatment by a Relative;
  - 2) events associated with the Insured undergoing hospital treatment or procedures for which indications existed prior to the start of the foreign Travel, or associated with a trip for the purpose of obtaining medical advice concerning an already existing health disorder of the Insured;
  - 3) stay and treatment at: welfare centres, sanatoriums and rehabilitation centres, and in oncological hospices;
  - 4) medical assistance provided solely for aesthetic reasons, plastic surgeries, cosmetic procedures and also all kinds of assistance necessary due to undergoing such procedures;
  - 5) situations where medical care is recommended and appropriate but does not have to be provided immediately and can be provided after returning to the Country of Permanent Residence;
  - 6) medical aid associated with follow-up examinations or preventive vaccinations;
  - 7) examinations (including laboratory and ultrasound tests) for the purpose of determining pregnancy, aborting a pregnancy, any complications after the 26th week of gestation and delivery;
  - 8) treatment of infertility or artificial insemination, as well as the related hormonal therapies;
  - 9) costs of medications purchased without the physician's written recommendations;
  - 10) treatments using methods not approved by common medical knowledge, treatments using unconventional methods;
  - 11) purchase or repair of corrective eyeglasses, prostheses (including dental prostheses), rehabilitation equipment and hearing aids;
  - 12) all costs borne by the Insured without the Emergency Assistance Centre's consent, excluding situations where the Insured was objectively unable to contact the Emergency Assistance Centre due to the health condition.

The Insured is not required to contact the Emergency Assistance Centre if the Insured chooses the physician on their own and covers the costs of the appointment in case of:

- a) a single dentist appointment associated with an acute toothache or inflammation of a single tooth,
- b) single outpatient visit.

### III. PERSONAL ACCIDENTS

#### Article 16. Subject matter and scope of insurance

- 1. The subject of insurance are the consequences of Personal Accidents of the Insured which occurred during Travel during the term of cover (Insured Event).
- 2. The Insurer pays compensation benefits associated with the Insured Event in the form of:
  - 1) benefit in the case of Permanent Health Impairment, in the amount specified as percentage of the sum insured on the basis of the Table of Impairments;
  - 2) benefit in the event of death of the Insured, provided that it occurs within a period not longer than 12 months of the date of occurrence of the Personal Accident, in the amount equal to 50% of the Sum Insured.

#### Article 17. Special exclusions of liability

- 1. Apart from the general exclusions stipulated in article 9, the insurance of Personal Accidents does not cover insured events which occurred as a result of:
  - 1) Natural disasters;
  - 2) events associated with pregnancy or abortion;
  - 3) fractures associated with congenital bone fragility, metabolic disorders or pathological sprains as well as a result of fatigue fractures and sprains resulting from congenital defects and disorders;
  - 4) strokes and consequences of Personal Accidents caused by strokes;
  - 5) motor disorders or spine injuries, including slipped disk, if this is a case of aggravation of symptoms of an illness which already existed before the occurrence of a Personal Accident;
  - 6) aggravation of the consequences of a Personal Accident due to deliberate or conscious failure of the Insured to see a Physician for the purpose of obtaining medical care or conscious failure to abide by the Physician's recommendations.

### IV. LUGGAGE

#### Article 18. Subject matter and scope of insurance

- 1. The subject of insurance is the Luggage of the Insured during their Travel.
- 2. The condition for cover of Luggage is the observance of due care when securing it, understood as:
  - 1) exercising direct supervision over the Luggage by the Insured;
  - 2) entrusting the Luggage against confirmation of receipt to a professional entity providing professional transport and storage services;
  - 3) leaving the Luggage in a room at the place of accommodation, locked using a mechanical or electronic lock;
  - 4) leaving the Luggage in an individually used baggage space (locker at a train, bus station, airport) locked using a mechanical or electronic lock;
  - 5) leaving the Luggage in the car trunk or the luggage compartment of a vehicle, a trailer or a board, locked using a mechanical or electronic lock.
- 3. In the case of Luggage insurance, the Insured Event includes damage or loss of Luggage during the term of cover due to:
  - 1) Natural disaster and rescue conducted in connection with its occurrence;
  - 2) Robbery or Burglary (with a reservation that this was a Burglary into locked premises or luggage compartments) reported to the competent authorities;
  - 3) Sudden Illness or Personal Accident of the Insured, in consequence of which the Insured was unable to look after the Luggage. The Sudden Illness or the Personal Accident must be confirmed by a medical report with a diagnosis and immediately reported to the Emergency Assistance Centre.

#### Article 19. Special exclusions of liability

- 1. Apart from the general exclusions indicated in Article 9, the Luggage insurance does not cover:
  - 1) Losses which damaged only the Luggage containers (suitcases, trunks, backpacks etc.);
  - 2) items older than 5 years from the date of purchase;
  - 3) burglary or Robbery from a tent, including cases where the tent was locked using a mechanical or electronic lock;
  - 4) means of transport, excluding wheelchairs, strollers and bicycles;
  - 5) eye wear, contact lenses, all types of medical and rehabilitation equipment, prostheses and medication;



- 6) losses arisen as a result of self-ignition or leakage of liquids, fats, dyes or corrosive substances carried in the Luggage;
- 7) defects and malfunctions of electrical equipment resulting from operation or effects of electricity;
- 8) confiscation, seizure of or damage to Luggage caused by customs authorities or other state authorities;
- 9) losses not reported to competent institutions (carrier, police) within 24 hours of detection of the loss, excluding situations where the health condition of the Insured objectively did not allow it to observe that deadline.

**2. Moreover, Luggage insurance does not cover:**

- 1) travel tickets and event tickets, cash, cheque books, payment cards and other similar documents, securities and prints of monetary value, keys, precious metals and items made from them, pearls and precious stones, watches;
- 2) collections and items having a collectible value, antiques, antique coins, works of art, items of cultural and historical value, manuscripts, musical instruments;
- 3) tobacco products and alcohol, intoxicants and psychotropic substances;
- 4) weapons and ammunition;
- 5) samples, display items and items for sale, items protected by copyrights and industrial property rights;
- 6) plans and design projects, prototypes and image, sound and data media including their contents;
- 7) transported animals;
- 8) breakable items made of glass, porcelain, clay, marble;
- 9) Sports equipment typical for the Extreme sports categories unless the selected option includes an insurance extension in this respect.

**V. CIVIL LIABILITY**

**Article 20. Subject matter and scope of insurance**

1. The subject of insurance is the civil liability of the Insured in private life during their Travel.
2. An Insured Event is the Insured person's unlawful act resulting in a personal or property Loss caused to third parties during Travel during the term of insurance, which the Insured is obliged to remedy under the laws of the country where the Insured is staying.
3. Losses caused by the Insured also mean Losses caused by persons or animals for which the Insured was responsible during the occurrence of the Insured Event.

**Article 21. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 9, the civil liability insurance does not cover:
  - 1) losses caused by the Insured: to a Relative, person living in the same household at the moment of occurrence of the Insured Event, Co-insured persons and animals for which the Insured was responsible;
  - 2) losses which arose when the Insured was in a state of drunkenness or after the consumption of alcohol at the time of occurrence of the Insured Event;
  - 3) financial penalties, tickets, fines, levies or administrative penalties imposed on the Insured on the basis of the penal law or penal fiscal law;
  - 4) caused by the use, ownership or driving/riding by the Insured of motor vehicles and non-engine vehicles, water craft or aircraft and all kinds of hang gliders, with the exception of bicycles, baby carriages and inflatable boats;
  - 5) loss to property owned by another person, which were rented or leased to the Insured;
  - 6) loss caused to another person by infecting people, animals or plants with a contagious disease or by spreading an infection;
  - 7) loss resulting from the use of firearms;
  - 8) loss caused in connection with pursuing a business activity, profession or another gainful activity;
  - 9) loss associated with the breach of copyrights, intellectual property rights, patents, trademarks;
  - 10) loss to documents, files, plans, archives, stamp collections, antique coin collections, IT databases regardless of the type of medium, works of art;
  - 11) losses smaller than or equal to the equivalent of EUR 150.00.

**VI. ROBBERY AT AN ATM**

**Article 22. Subject matter and scope of insurance**

1. The subject of insurance is cash withdrawn from an ATM during the Travel of the Insured.
2. The Insured Event, under insurance of cash withdrawn from an ATM, is Robbery which results in the Insured losing the cash, subject to the restriction that the Robbery occurred not later than within 2 hours from withdrawing the given cash from the ATM.
3. The cash insurance covers solely events which occur outside of the Country of Permanent Residence.

**Article 23. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 9, the insurance of Robbery at an ATM does not provide cover for cash not reported to the relevant local authorities (the police) directly after the occurrence of the Insured Event, which results in lack of its documentation.

**VII. PROPERTY LEFT AT HOME**

**Article 24. Subject matter and scope of insurance**

1. The subject of insurance is the following property: structural elements of the Place of Residence of the Insured and movable items constituting its furnishing and equipment, used with connection of the Place of Residence or to fulfil the needs of the Insured, including Electronic Devices, which the Insured left and where no third party resides during the time of Travel of the Insured.
2. The Insured Event is Burglary or the resulting damage to the movable items or the internal structural elements of the Place of Residence of the Insured.

**Article 25. Special exclusions of liability**

1. Apart from the general exclusions indicated in Article 9, the insurance of property left at home does not cover:
  - a) cash;
  - b) items older than 5 years from the date of purchase;
  - c) losses caused by the Insured in connection with being in a state of intoxication or under the influence of alcohol;
  - d) damage to uninhabited premises belonging to the Place of Residence;
  - e) compensation for lost profits, penalties, financial losses tied to the inability to use the insured item, costs of legal representation;
  - f) animals and plants;
  - g) collections and items having a collectible value, antiques, antique coins, works of art, items of cultural and historical value, manuscripts, musical instruments;
  - h) items belonging to third parties, left at the Place of Residence of the Insured;
  - i) motor vehicles and non-engine vehicles and all their accessories, parts and components;
  - j) the value of copyright and industrial property rights, plans, designs;
  - k) situations where the Insured does not have documents which enable the identification of the insured item and its value before the Insured Event (expert opinion, proof of inheritance, proof of purchase);
  - l) actions caused by person who, under the consent of the Insured, used their Place of Residence during their absence.

These STI apply to Insured who acceded to the Insurance Contract starting from 29.02.2024.

Appendix No 1 – Table of benefits and limits

	BASIC	STANDARD	PREMIUM
<b>Costs of treatment and medical assistance (CT) (Insured Events include Sudden Illness, COVID-19, Personal Accident)</b>	EUR 300,000	EUR 1,000,000	EUR 6,000,000
<b>Aggravation of a Chronic Disease</b>	EUR 50,000	EUR 500,000	EUR 1,500,000
Dental treatment	EUR 1,000	EUR 1,000	EUR 1,000
Transport from/between/to medical facility	Up to the Sum Insured – CT	Up to the Sum Insured – CT	Up to the Sum Insured – CT
Rescue	EUR 10,000	EUR 50,000	EUR 50,000
Transport to Country of Permanent Residence	Up to the Sum Insured – CT	Up to the Sum Insured – CT	Up to the Sum Insured – CT
Transport to Place of Residence	Up to the Sum Insured – CT	Up to the Sum Insured – CT	Up to the Sum Insured – CT
Extended stay of the Insured abroad	EUR 50 for accommodation and board per day for a maximum of 14 days	EUR 100 for accommodation and board per day for a maximum of 14 days	EUR 100 for accommodation and board per day for a maximum of 14 days
Transport of the corpse and purchase of coffin	Up to the Sum Insured – CT	Up to the Sum Insured – CT	Up to the Sum Insured – CT
Transport of the Co-Insured to the Country of Permanent Residence in the case of death of the Insured	Up to the Sum Insured – CT	Up to the Sum Insured – CT	Up to the Sum Insured – CT
Transport and stay of a Relative called in to assist an under-age Insured	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night
Stay of a person called to the Insured	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night	Transport – up to the Sum Insured – CT Accommodation – EUR 100 per night
<b>Assistance:</b>			
Emergency Assistance Centre 24/7	Yes	Yes	Yes
Insurance in the event of quarantine	Transport to the Country of Permanent Residence – EUR 500 Extended stay abroad: EUR 50 for accommodation and board per day for a maximum of 14 days	Transport to the Country of Permanent Residence – EUR 500 Extended stay abroad: EUR 50 for accommodation and board per day for a maximum of 14 days	Transport to the Country of Permanent Residence – EUR 500 Extended stay abroad: EUR 50 for accommodation and board per day for a maximum of 14 days
Delivery of an urgent message	Yes	Yes	Yes
Extended insurance cover	Yes	Yes	Yes
Refund of the costs of the ski carnet	-	-	EUR 250
Refund of costs of renting skiing equipment	-	-	EUR 25 per day
Benefit in the case of closure of skiing pistes	-	-	EUR 25 per day
Assistance with continuation of Travel	Yes	Yes	Yes
Assistance with earlier return of the Insured to the Country of Permanent Residence	Yes	Yes	Yes
Delay of Luggage (reimbursement of costs incurred)	EUR 100 (8 hours)	EUR 150 (4 hours)	EUR 200 (4 hours)
Flight delay or cancellation (compensation)	-	EUR 150 (4 hours)	EUR 200 (4 hours)
Hotline	Yes	Yes	Yes
Telephone interpreting	Yes	Yes	Yes
Legal assistance	EUR 500	EUR 1,000	EUR 1,500
Assistance for pet animals	EUR 250	EUR 500	EUR 750
Reimbursement of the cost of the first call to the Emergency Assistance Centre	-	EUR 50	EUR 100
<b>Personal Accidents</b>	<b>EUR 10,000</b>	<b>EUR 20,000</b>	<b>EUR 50,000</b>
Permanent health impairment	EUR 10,000	EUR 20,000	EUR 50,000
Death	EUR 5,000	EUR 10,000	EUR 25,000
<b>Luggage</b>	<b>EUR 1,000</b>	<b>EUR 2,000</b>	<b>EUR 3,000</b>
Electronic Devices, Sports Equipment	-	EUR 1,000	EUR 1,500
<b>Civil liability</b>	<b>EUR 100,000</b>	<b>EUR 200,000</b>	<b>EUR 500,000</b>
Personal losses	EUR 100,000	EUR 200,000	EUR 500,000
Property damages	EUR 10,000	EUR 20,000	EUR 50,000
Deductible in losses up to EUR 150,00	Yes	Yes	Yes
<b>Robbery at an ATM</b>	<b>EUR 200</b>	<b>EUR 350</b>	<b>EUR 500</b>
<b>Property left at home</b>	<b>EUR 2,000</b>	<b>EUR 3,500</b>	<b>EUR 5,000</b>
Electronic Devices	EUR 1,000	EUR 1,500	EUR 2,000
<b>Additional information</b>			
<b>Amateur practising of sports (including skiing, windsurfing and trekking)</b>	Yes	Yes	Yes
<b>Non-manual work</b>	Yes	Yes	Yes
<b>Alcohol clause</b>	-	Yes	Yes
<b>Extreme sports</b>	-	-	Yes
<b>Physical work</b>	-	-	Yes

Appendix No 2 – Table of impairments.

TYPE OF HEALTH IMPAIRMENT		DEGREE OF IMPAIRMENT (%)
<b>HEAD AND NECK INJURIES</b>		
<b>1. Scalp injuries</b>		
a. up to 25% of the scalp		5
b. from 26% to 75% of the scalp		20
c. more than 75% of the scalp		25
<b>2. Loss of skull bones</b>		
a. up to 2 cm <sup>2</sup>		5
b. from 3 to 10 cm <sup>2</sup>		15
c. over 10 cm <sup>2</sup>		20
<b>3. Skull fractures</b>		
a. cranial vault		2
b. craniofacial area (for each bone)		4
c. skull base		5
<b>3. Paralysis or paresis due to craniocerebral injury</b>		
a. quadriplegia		100
b. hemiplegia or paraplegia (paralysis of the lower extremities)		80
c. hemiparesis or paraparesis of the lower extremities		50
d. paralysis of an extremity		30
e. paresis of an extremity		20
f. injury with a total disfunction of a cranial nerve		10
g. injury with a partial disfunction of a cranial nerve		5
<b>4. Face injuries</b>		
a. scars without disfunction		2
b. scars with minor disfunction		10
c. scars with moderate disfunction		20
d. scars with major disfunction		30
<b>5. Nose injuries</b>		
a. non-displaced nose fracture		1
b. displaced nose fracture		2
c. total loss of nose		20
d. total loss of smell (excluding partial loss)		10
e. nose frostbite of 2 <sup>nd</sup> degree and above		8
<b>6. Tongue injuries</b>		
a. partial loss of tongue with speech disorder		5
b. total loss of tongue		50
<b>7. Eye injuries</b>		
a. without disfunction		2
b. with minor disfunction		5
c. with moderate disfunction		10
d. with major disfunction		20
e. with total loss of vision in one eye		25
f. with total loss of vision in both eyes		75
g. with lacrimal duct obstruction		5
<b>8. Ear injuries</b>		
a. with loss of an auricle		10
b. with minor hearing impairment		5
c. with moderate hearing impairment		8
d. with major hearing impairment		12
e. with total hearing loss		20
f. with labyrinth disorder		10
<b>9. Dental injuries</b>		
a. Loss of more than 50% of a permanent tooth		1
b. Loss of a deciduous tooth, artificial tooth or tooth vitality		0
<b>10. Throat injuries with disfunction</b>		3
<b>11. Larynx injuries</b>		
a. with minor disfunction (intermittent dyspnoea, hoarseness)		5
b. with major disfunction (stridor, severe dyspnoea, asphyxia)		15
<b>12. Trachea injuries</b>		
a. with stenosis, without respiratory failure		5
b. with stenosis and respiratory failure after exercise		10
c. with stenosis and respiratory failure at rest		20
<b>13. Oesophagus injuries</b>		
a. with stenosis, without dysphagia		2
b. with stenosis and minor dysphagia		5
c. with stenosis and major dysphagia (liquid diet only)		30
d. total oesophagus obstruction with permanent gastric fistula		50
<b>CHEST INJURIES</b>		
<b>14. Rib fractures</b>		
a. fracture of 1 rib		0,5
b. fractures of 2 to 4 ribs		2
c. fractures of 5 to 10 ribs		7
d. fractures of more than 10 ribs		10
e. other chest injuries causing major reduction of lung capacity confirmed by spirometry		15
<b>15. Sternum fractures</b>		2
<b>16. Lung and pleura injuries</b>		
a. hematoma and/or pneumothorax without drainage (for one lung)		3
b. hematoma and/or pneumothorax with drainage (for one lung)		5
c. hematoma and/or pneumothorax treated surgically (for one lung)		10
d. partial loss of a lung		15
e. total loss of a lung		30
<b>17. Heart injuries</b>		
a. treated conservatively		5
b. treated surgically		30
<b>18. Diaphragm injuries treated surgically</b>		
a. without disfunctions		3
b. with disfunctions		8
<b>ABDOMINAL INJURIES</b>		
<b>19. Abdominal wall injuries with abdominal press disfunction</b>		10
<b>20. Traumatic abdominal hernias</b>		5
<b>21. Injuries of abdominal organs</b>		
a. treated surgically, without loss of abdominal organs		5
b. treated surgically, with loss of abdominal organs		15

c. spleen loss		10
d. stomach loss		50
e. liver loss		100
f. pancreas loss		100
g. kidney loss		20
h. bladder loss		50
<b>GENITAL INJURIES</b>		
<b>22. Testicle loss</b>		15
<b>23. Penis injuries</b>		
a. loss or severe deformity of penis in a person under 45 years old		40
b. loss or severe deformity of penis in a person aged 46 to 60 years old		20
c. loss or severe deformity of penis in a person over 60 years old		10
<b>24. Post-traumatic deformation of female genital organs</b>		
a. minor deformation		20
b. major deformation		30
<b>SPINAL COLUMN AND CORD INJURIES</b>		
<b>25. Vertebral injuries</b>		
a. vertebral dislocation		5
b. fracture of vertebral body and/or arch		3
c. fracture of spinous and/or transverse process		1
<b>26. Spinal cord injuries</b>		
a. with symptoms of transverse cord transection, with total paralysis or severe paresis of two or four extremities		100
b. paresis of lower extremities without damage to the upper part of the cord (upper extremities) – walking is possible with two canes		70
c. paresis of lower extremities – walking is possible with a cane		40
d. total paralysis of both upper extremities without paralysis of lower extremities		100
e. major paresis of both upper extremities		60
f. minor paresis of both upper extremities		30
g. sphincter and genital disfunctions without paresis (conus syndrome)		40
<b>PELVIS INJURIES</b>		
<b>27. Diastasis of symphysis pubis</b>		2
<b>28. Sacroiliac joint dislocation</b>		10
<b>29. Pelvic fractures</b>		
a. single non-displaced fracture of pelvis and/or sacrum		2
b. single displaced fracture of pelvis and/or sacrum		4
c. multiple non-displaced fracture of pelvis and/or sacrum		5
d. multiple displaced fracture of pelvis and/or sacrum		10
e. isolated fracture of iliac wing, iliac spines or ischial tuberosity		2
f. tailbone fracture		1
<b>30. Acetabulum fracture</b>		
a. without central dislocation		2
b. with central dislocation		10
c. post-traumatic injuries treated with hip arthroplasty		15
<b>INJURIES OF UPPER EXTREMITIES 1</b>		
<b>31. Shoulder blade fractures</b>		
a. multifragmentary fractures with displaced fragments		5
b. single fractures with displaced fragments		3
c. other fractures		1
<b>32. Clavicle fractures</b>		
a. multifragmentary fractures with displaced fragments		3
b. single fractures with displaced fragments		2
c. other fractures		1
<b>33. Unreduced dislocation of acromioclavicular joint</b>		
a. 2 <sup>nd</sup> degree dislocation		3
b. 3 <sup>rd</sup> degree dislocation		5
<b>34. Humeroscapular joint injuries</b>		
a. dislocation		3
b. rotator cuff injuries treated surgically		8
c. injuries treated with arthroplasty		20
<b>36. Loss of an extremity with a shoulder blade</b>		70
<b>37. Loss of an extremity in the humeroscapular joint</b>		65
<b>35. Humerus fractures</b>		
a. fractures treated surgically		8
b. fractures treated conservatively		5
<b>38. Loss of an extremity in the arm</b>		60
<b>39. Elbow joint injuries</b>		
a. dislocation		3
b. injury treated with arthroplasty		15
<b>40. Forearm fractures</b>		
a. single fracture treated conservatively		3
b. single fracture treated surgically		5
c. double fracture treated conservatively		6
d. double fracture treated surgically		8
<b>41. Loss of an extremity in the forearm</b>		55
<b>42. Wrist injuries</b>		
a. multiple fractures		6
b. single fractures		3
c. dislocation		5
<b>43. Loss of an arm in the wrist</b>		50
<b>44. Metacarpus fractures</b>		
a. fracture of the 1 <sup>st</sup> or 2 <sup>nd</sup> metacarpal		2
b. fracture of the 3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> metacarpal		1
<b>45. Thumb injuries</b>		
a. tendon transection and total disfunction		2
b. fractures treated conservatively		2
c. fractures treated surgically		3
d. loss of a distal phalange		6
e. loss of both distal phalanges		10
f. loss of both distal phalanges and metacarpals		15
<b>46. Index finger injuries</b>		
a. tendon transection and total disfunction		2
b. fractures treated conservatively		1
c. fractures treated surgically		3
d. loss of a distal phalange		5
e. loss of an intermediate phalange		8

f.	loss of three phalanges	10
g.	loss of an index finger with a metacarpal	11
<b>47.</b>	<b>Injuries of 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> finger</b>	
a.	tendon transection and total disfunction	1
b.	fractures treated conservatively	1
c.	fractures treated surgically	2
d.	loss of a distal phalange	2
e.	loss of an intermediate phalange	3
f.	loss of three phalanges	4
g.	loss of an index finger with a metacarpal	6
h.	loss of three phalanges with a metacarpal	
<b>48.</b>	<b>Extremity nerve damage (axillary, radial, ulnar, median)</b>	
a.	partial damage to a single nerve	10
b.	total damage to a single nerve	20
c.	partial damage to two nerves	15
d.	total damage to two nerves	30
e.	partial damage to all 3 nerves or the entire brachial plexus	25
f.	total damage to all 3 nerves or the entire brachial plexus	50
<b>LOWER EXTREMITIES INJURIES</b>		
<b>49.</b>	<b>Hip joint dislocation</b>	<b>3</b>
<b>50.</b>	<b>Femur fractures</b>	
a.	fractures treated conservatively	6
b.	fractures treated surgically	10
<b>51.</b>	<b>Patella injuries</b>	
a.	patellar luxation (excluding habitual luxation)	2
b.	fractures treated conservatively	3
c.	fractures treated surgically	6
<b>52.</b>	<b>Knee joint injuries</b>	
a.	cruciate ligament injury treated conservatively*	3
b.	cruciate ligament injury treated surgically	6
c.	meniscus injury treated conservatively*	2
d.	meniscus injury treated surgically	4
e.	knee joint injury treated with arthroplasty	15
	*confirmed by imaging or intraoperatively	
<b>53.</b>	<b>Loss of an extremity in the knee joint</b>	<b>50</b>
<b>54.</b>	<b>Lower leg fractures</b>	
a.	Single bone fractures treated conservatively	3

# Travel Insurance for International Trips

## Document containing information on the insurance product



**Insurer:** Inter Partner Assistance S.A. with registered office in Brussels operating in Poland through Inter Partner Assistance S.A. Oddział w Polsce (Branch in Poland), ul. Giedowa 1, 01-211 Warsaw.

**Policyholder:** eSky.pl S.A. with registered office in Katowice, 40-265, ul. Murckowska 14a

**Product:** Travel Insurance for International Trips

Full information regarding the scope of insurance is provided prior to entry into the contract and is presented in the GTCI for travel insurance for international trips applicable to insurance coverage provided as of 29.02.2024.

### What type of insurance is this?

The product is addressed to persons planning trips outside the territory of their country of residence.



#### What is the subject of insurance?

Depending on the selected option, the insurance covers:

- ✓ costs of medical treatment and assistance, including costs connected with COVID-19 illness and aggravation of chronic diseases,
- ✓ insurance in case of quarantine,
- ✓ consequences of accidents,
- ✓ luggage,
- ✓ third-party liability,
- ✓ robbery at the ATM,
- ✓ unattended property.



#### What does the insurance not cover?

In particular, the insurance does not cover:

- ✗ incidents occurring while the Insured is at an altitude exceeding 6,500 m above sea level, in Antarctica or Arctica,
- ✗ incidents connected with high-risk sports and physical labour in Basic and Standard options,
- ✗ incidents taking place outside the insurance period,
- ✗ planned treatment and treatment exceeding the scope required to stabilise the Insured's health condition to a degree enabling continuation of the treatment in the country of residence.

The insurance is not a health insurance and does not supersede the universal health insurance in any country in the world. The full catalogue of exclusions of the Insurer's liability is provided for in Art. 9 of GTCI - General exclusions of liability and in the general provisions in Art. 15, Art. 17, Art. 19, Art. 21, Art. 23 and Art. 25.



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

The main exclusions of liability are incidents occurring in connection with:

- ! intentional actions of the Insured,
- ! the Insured being under the influence of psychoactive agents,
- ! mental disorders,
- ! epidemic and pandemic (not applicable to COVID-19 illness and insurance in case of quarantine),
- ! trip started after publication by the Ministry of Foreign Affairs proper for the country of permanent residence of a warning of the highest level against travelling to the given country.

Furthermore, the Insurer does not accept liability for any insurance incidents known to the Insured prior to conclusion of the insurance contract.



#### Where does the insurance coverage apply?

- ✓ Depending on the chosen geographic zone: Europe and Mediterranean countries or countries of the world (except for the country of permanent residence).



#### What are the Insured's obligations?

Should an insurance incident occur:

- report the insurance incident to the Assistance Helpdesk (Centrum Pomocy Assistance (CPA)),
- provide CPA with available information required to provide due assistance and follow the instructions of CPA,
- provide CPA with the documents it requests,
- authorise CPA to review medical documentation and other documents necessary to determine insurance liability or value of the benefit/compensation.



#### How and when to pay the premiums?

The party obliged to pay the premium to the Insurer is the Policyholder – under the insurance contract.



#### When does insurance coverage start and end?

The insurance coverage and the right to benefits under the insurance contract start on the day specified in the certificate and end upon expiry of the insurance period, provided that the coverage starts when the Insured crosses the border of the country of permanent residence on departure and ends when the Insured crosses the border of country of permanent residence on return.

If the Insured is outside their country of permanent residence at the time of entry into the insurance contract, the insurance contract starts after expiry of the period of three days running from the day following the day of entry into the contract and payment of the insurance premium.



#### How to terminate the contract?

The Policyholder can terminate the insurance contract at any time. The Insured cannot withdraw from the insurance contract after the insurance coverage period starts.



## INFORMATIONAL BROCHURE – PERSONAL DATA PROCESSING

Our company attaches high importance to processing of your personal data. For this reason, in this document we present detailed information why and for what purpose we process your personal data, what rights you have in connection with their processing, and any other information in this regard which may be significant to you.

### 1. CONTROLLER OF THE PERSONAL DATA

The Controller of your personal data is Inter Partner Assistance S.A. with registered office in Brussels, operating in Poland through Inter Partner Assistance S.A. Branch in Poland with registered office in Warsaw, ul. Geldowa 1, 01-0211 Warszawa (hereinafter referred to as: "Insurer" or "AXA"). The Insurer is a part of the international AXA Group. Website address [www.axa-assistance.pl](http://www.axa-assistance.pl). As part of his insurance activities, the Insurer acts as data controller, i.e. defines how and for what purpose your data will be used.

### 2. DATA PROTECTION SUPERVISOR

The Insurer uses the services of the data protection supervisor who supervises proper processing of personal data. All necessary specimens of requests and applications concerning personal data protection can be found on the website [www.axa-assistance.pl/iodo/](http://www.axa-assistance.pl/iodo/).

- You can contact IODO in a manner that best suits your preferences and capabilities:
- by e-mail [iodo@axa-assistance.pl](mailto:iodo@axa-assistance.pl),
- using a contact form on the website [www.axa-assistance.pl](http://www.axa-assistance.pl),
- by post to the address:  
ul. Geldowa 1, 01-211 Warszawa.

You can contact the data protection supervisor in case of any questions concerning processing of your personal data and to exercise your rights indicated below.

### 3. PURPOSES OF AND BASES FOR PERSONAL DATA PROCESSING

Your personal data may be processed for the following purposes:

- concluding and performing the insurance contract and evaluating the insurance risk – the legal basis for data processing, including data concerning the health condition, are the provisions of the law and purposes in the form of concluding and performing the agreement;
- automatically evaluating the insurance risk as part of profiling prior to concluding the contract – the legal basis for data processing are the provisions of the law;
- direct marketing of the controller's products and services, including processing of data for analytical purposes and for the purpose of profiling prior to concluding the insurance contract – the legal basis for data processing is processing in a justified interest of the controller; a justified interest of the controller means direct marketing of his services;
- direct marketing of the controller's products and services, including processing of data for analytical purposes and for the purpose of profiling after expiry of the insurance contract – the legal basis for data processing is a consent which you can send us;
- fulfilling the controller's duties associated with reporting obligations – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- accounting and tax purposes and purposes associated with charging fees – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- pursuing and handling claims associated with the insurance contract or protection against claims – the legal basis for data processing is fulfilment of the controller's justified interest;
- as a measure preventing insurance fraud – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- re-insuring of risks – the legal basis for data processing is the need to perform it for the purpose of fulfilling the controller's justified interest; the legally justified interest of the controller pertains to reducing the insurance risk associated with the concluded contract through re-insurance.

### 4. RECIPIENTS OR CATEGORIES OF RECIPIENTS OF PERSONAL DATA

Your personal data may be conveyed to the following categories of recipients:

- entities authorized to receive personal data under the Act on insurance and re-insurance activities of 11 September 2015 and other provisions of the law, including other insurers in connection with recourse claims and re-insurers,
- entities processing personal data in behalf of AXA, among other things, entities fulfilling the benefits ensuing from the insurance contract, providers of IT services, entities processing data for the purpose of collecting debt, marketing agencies, or insurance agents – where such entities process data on the basis of an agreement with the controller and solely in line with AXA's instructions.

We may convey your personal data to other entities as part of the international AXA Group which cooperate with us in providing specific services such as: claim adjustment, call recording and verification of the entities' permits to pursue a given business activity. The aforementioned groups of entities act on our behalf, however, we are liable for how they use your personal data for the aforementioned purposes.

Moreover, we may convey your personal data to other entities belonging to/comprising the international AXA Group for the purpose of managing the costs of claims, improving the products, personalizing the product offer and preventing insurance fraud and detecting it.

### 5. CONVEYING PERSONAL DATA TO A THIRD COUNTRY

Your data may be conveyed to a third party in a situation where it is necessary to render a specific performance under the insurance contract concluded by you and when this is necessary to protect significant interests of yours or of insured persons, especially in case of an insurance contract under which we operate to protect health or life. The AXA Group conducts its business globally, which means that foreign entities provide specific services to it. While conveying the data outside of the

European Economic Area and Switzerland, we guarantee such level of protection which best fulfils the requirements of protection of personal data in effect in Poland.

### 6. PERSONAL DATA STORAGE PERIOD

Your personal data will be stored accordingly:

- for the duration of the contract and subsequently until the moment the claims under the insurance contract expire or
  - until the moment AXA's legally justified interest is fulfilled or
  - until the expiry of the obligation to store data ensuing from the provisions of the law, in particular, the obligation to keep accounting documents concerning the insurance contract or
  - for a period of 12 years from the day on which the insurance contract is terminated for statistical purposes, including for the purpose of determining, on the basis of personal data, the value of the insurance premiums, re-insurance premiums and technical insurance reserves for solvency purposes and technical insurance reserves for the Insurer's accounting purposes.
- The Controller will cease processing the data for direct marketing purposes, including profiling and for analytical purposes, if you object to processing of your data for those purposes. If you gave your consent for the personal data to be processed for marketing purposes, they will be kept until the moment you withdraw your consent to process your personal data.

### 7. RIGHTS OF THE DATA SUBJECT

You have the right to:

- access your data;
- rectify/correct your data;
- delete the personal data;
- limit processing of your personal data;
- transfer the data;
- lodge an objection to processing of your data.

You may exercise those rights in the situations and within the scope stipulated in the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. (Regulation). The Regulation applies starting from 25 May 2018. Within the scope in which the basis for processing your personal data is the consent, you have the right to withdraw the consent at any time. Withdrawal of the consent does not have an impact on the legality of processing of personal data which was performed on the basis of the consent prior to its withdrawal or the purpose of processing of data on a different basis (provisions of the law, justified interest of the controller).

You have the right to lodge a complaint to the supervisory body – President of the Personal Data Protection Office.

### 8. INFORMATION WHETHER PROVISION OF PERSONAL DATA IS A STATUTORY OR CONTRACTUAL REQUIREMENT

Conclusion of the contract itself does not oblige you to provide your personal data but these data are necessary to conclude and perform the insurance contract and to evaluate the insurance risk – refusal to provide personal data makes it impossible to conclude the insurance contract.

### 9. AUTOMATED DECISION-MAKING

Information which you provide in the application to conclude or adjoin an insurance contract will be automatically processed in the systems of the AXA Group for the purpose of evaluating the insurance risk. Its outcome will decide whether you will receive a proposal to conclude the insurance contract, a negative reply or a proposal to conclude the insurance contract on terms and conditions differing from those offered initially. In connection with the automated decision-making process, you have the right to receive appropriate clarifications regarding the basis for the decision taken, to question that decision, to express your own stance or to have a human interfere (i.e. to have a human analyze the data and make the decision).