

List of information contained in the „World Without Borders” General Terms and Conditions of Insurance pursuant to the Act on Insurance and Reinsurance Activity.

Information type	Provision number in standard contract
1. Circumstances in which the insurance company is obliged to pay benefit/compensation or pay the surrender value of the insurance policy	Para. 10, para. 16, para. 17, para. 18, para. 20 and para. 26
2. Insurance company liability limitations entitling it to refuse to pay benefit/compensation or reduce it	Para. 12, para. 21, para. 28 and para. 32
3. Insurance company liability exclusions entitling it to refuse to pay benefit/compensation or reduce it	Para. 12, para. 21, para. 28 and para. 32
4. The amount of premium and payment intervals	Para. 5

I. GENERAL PROVISIONS

Para. 1

These General Terms and Conditions of the „World Without Borders” Insurance, hereinafter referred to as the „GTCl”, shall apply to the insurance contracts concluded by Europ Assistance S.A., hereinafter referred to as the „Insurer”, with individuals who are customers of Bank Handlowy w Warszawie S.A., hereinafter referred to as the „Bank”, for the time when they are travelling abroad.

DEFINITIONS

Para. 2

The terms used in these GTCl, the policy and other documents related to the Insurance contract shall have the following meanings:

- 1) **Agent** – an insurance agent within the meaning of the Act on Insurance Distribution of December 15, 2017, which is Bank Handlowy w Warszawie S.A., performing insurance distribution activities on behalf of and for the benefit of the Insurer;
- 2) **Rescue or search operation** – activities carried out by specialized rescue units in order to save the Insured’s life or health. A Search operation is deemed to include the process from the time when the Insured is reported missing until the time when the Insured is found, while a Rescue operation is deemed to include the provision of emergency medical aid from the time the Insured is found, including medical transportation, until the Insured’s arrival at the nearest hospital. If the Insured is not found despite conducting a Search operation, the Insurer shall cover its costs up to the limit set forth in these GTCl;
- 3) **Baggage** – personal items customarily taken when travelling that are owned by the Insured or used by the Insured (e.g. rented by the Insured) and for which the Insured is responsible, such as suitcases, briefcases, bags, packages, backpacks or other baggage containers together with their contents, which shall only be deemed to include clothing, photographic equipment (video and photo cameras) and personal items such as shoes, personal hygiene products, cosmetics, vanity bags, books, watches, glasses and other single items carried as gifts, which may be transported using the means of transport in question according to the applicable laws and internal carrier or airport regulations;
- 4) **Emergency Center** – an organizational unit indicated by the Insurer to which the Insured is obliged to report the occurrence of any events covered

by insurance, available 24/7 at +48 22 205 50 55. The Emergency Center is Europ Assistance Polska Sp. z o.o., Wołoska 5 (Taurus building), 02-675 Warsaw;

- 5) **Chronic disease** – a long-term condition with possible periods of exacerbation or minor or temporary symptom relief, which was diagnosed or treated prior to the start of insurance cover;
- 6) **Foreign national** – a natural person who is not a citizen of the Republic of Poland;
- 7) **Torrential rain** – precipitation confirmed by the Institute of Meteorology and Water Management (IMI GW) or a similar institution in the country of precipitation, with an intensity of at least 4 on the scale used by the IMI GW. If intensity cannot be established, the actual situation and the extent of damage at the site or in the direct vicinity that clearly demonstrates the effects of torrential rain shall be taken into account;
- 8) **Extreme climatic or natural conditions** – desert, high mountains (above 5,500 m a.s.l.), bush, poles, jungle, glaciers and snow areas necessitating the use of safety equipment;
- 9) **Hospitalization** – hospital treatment lasting continuously for at least 24 hours from the time of hospital admission confirmed by a document, resulting from a Sudden illness or Accident;
- 10) **Citibank Credit Card** – the main credit card issued by Bank Handlowy w Warszawie S.A., which can be used by the Insured to pay the Premium;
- 11) **Medical expenses** – the costs of medical care that must be incurred in order to restore the Insured’s health to the extent enabling the Insured’s Return to the Country or Transport to the Country, justified from a medical point of view and having a causal relationship with a Sudden illness or Accident;
- 12) **Country of residence** – a country, other than the country of the Insured’s nationality, which is the Insured’s place of permanent or temporary residence;
- 13) **Outpatient treatment** – a treatment during which the Insured is staying for less than 24 hours in hospital or at another medical facility;
- 14) **Physician** – a person licensed to practice as a physician who is not the Insured’s Close person;
- 15) **Sudden illness** – a disease which occurred suddenly during the insurance cover period and requires immediate or urgent medical attention because of the threat to life or health in the event of a delay. A stroke and a myocardial infarction shall not be deemed sudden illnesses if the Insured was previously diagnosed with a cardiovascular disease or diabetes and lipid disorders;

- 16) **Consequences of a chronic disease** – an acute exacerbation of a chronic disease, manifesting itself in a sudden manner and therefore necessitating immediate treatment;
- 17) **Accident** – a sudden and violent fortuitous event, resulting from an external cause that occurred during the insurance cover period as a result of which the Insured suffered against his or her will an injury or disturbance of health or died;
- 18) **Diving** – amateur diving for recreational purposes using equipment that enables the breathing of air or another gas mixture, which allows longer stays underwater;
- 19) **Flight delay** – a change of departure time to a later one than originally planned, marked as “delayed” on the departure board;
- 20) **Flight cancellation** – a cancellation of departure marked as “canceled” on the departure board;
- 21) **Close person** – a spouse (which shall also mean a partner), parent, father/mother-in-law, stepmother, stepfather, legal guardian, children (which shall also mean adopted children), son-in-law, daughter-in-law, siblings (which shall also mean adopted siblings), brother/sister-in-law, grandfather, grandmother, grandson/granddaughter;
- 22) **Third person** – a person other than the Insured remaining outside the Insurance relationship;
- 23) **Trip abroad** – the Insured’s stay outside the territory of the Republic of Poland, the Insured’s country of residence or the Insured’s country of nationality. The beginning of a trip abroad is considered to be the moment of crossing the border when leaving the Republic of Poland, the country of residence or the Insured’s country of nationality, and its end is considered to be the moment of crossing the border when returning to the Republic of Poland, the country of residence or the Insured’s country of nationality;
- 24) **Policy** – a document evidencing the conclusion of an Insurance contract;
- 25) **Return to Country/Transport to Country** – the Insured’s return or transport to the Republic of Poland, and in the case of Foreign nationals in the territory of the Republic of Poland, to the Insured’s country of nationality or Country of residence (subject to the provisions of para. 10, subpara. 3, letter c);
- 26) **Professional Carrier** – a company holding all licenses enabling it to provide paid passenger transport by road, rail, water or air;
- 27) **Robbery** – larceny involving the use of physical violence or the threat of its immediate use against the Insured or involving rendering the Insured unconscious or defenseless;
- 28) **Bank account at Bank Handlowy** – the Customer’s bank account maintained in PLN in accordance with the applicable laws, open for the Customer by Bank Handlowy w Warszawie S.A., from which the Insured may make Premium payments;
- 29) **Republic of Poland** – the territory of the Republic of Poland;
- 30) **Premium** – the amount owed to the Insurer by the Policyholder due to the conclusion of an Insurance contract and the insurance coverage provided by the Insurer;
- 31) **Water sports** – sports that involve the use of water equipment, i.e. windsurfing, kite surfing, sailing, canoeing, rowing, water skiing, rafting, surfing, power boating;
- 32) **High-risk sports** – mountaineering, ballooning, hang gliding, trike flying, paragliding, gliding and piloting any powered aircraft, mountain and rock climbing, heliskiing, heliboarding, bungee jumping, skydiving, caving, motor sports, martial arts, hunting, horseback riding, bobsleighing, ski jumping as well as participation in survival expeditions or expeditions to places with extreme climatic or natural conditions;
- 33) **Winter sports** – all sports practiced in winter conditions, i.e. alpine and classic skiing, snowboarding, tobogganing, bobsleighing, skeleton, ice hockey, figure skating, short track, speed skating, iceboating, biathlon, curling, skibobbing;
- 34) **Sum insured** – the upper limit of the Insurer’s liability for all damages covered by insurance within the individual coverage areas included in the Insurance contract;
- 35) **Personal injury** – injury, disturbance of health or death;
- 36) **Property damage** – the destruction, damage or loss of movable property or real estate;
- 37) **Hospital** – a health care establishment operating pursuant to the law applicable in the place of residence abroad whose purpose is daily or 24-hour care and treatment of patients, performing diagnostics, performing surgical procedures under stationary conditions in rooms specially adapted for these purposes, with the requisite infrastructure and daily or 24-hour presence of professional, qualified nursing staff and at least one physician;
- 38) **Policyholder** – a natural person who maintains a Bank account with Bank Handlowy or a natural person who holds a Citibank Credit Card, concludes an Insurance contract and is obliged to pay the Premium from the Citibank Credit Card account or from the Bank account at Bank Handlowy. In the Insurance contract, the Policyholder is always the Insured at the same time;
- 39) **Insured** – a natural person for whose benefit the Insurance contract is concluded;
- 40) **Insurer** – Europ Assistance S.A.
Address: Gennevilliers, 1, promenade de la Bonnette, 92230 Gennevilliers, France Entered in the Nanterre Trade and Companies Register under No. 451 366 405. Share capital: EUR 35,402,785.00. The main shareholder of the company is Generali France represented by its branch: Europ Assistance S.A. Irish Branch with its registered office in Dublin, 4th Floor, 4 - 8 Eden Quay, Dublin 1, Ireland, registered at the Registry Office under number 907 089;
- 41) **Insurance contract** – an insurance contract concluded between the Policyholder and the Insurer pursuant to these General Terms and Conditions of Insurance;
- 42) **Engaging in competitive sports** – the Insured’s participation in training, competitions or training camps where the sports discipline practiced provides a source of income for the Insured;
- 43) **Performing work abroad** – the Insured taking any actions or steps during his or her stay abroad that constitute employment, collaboration or gainful occupation (regardless of the legal or factual basis and remuneration or lack thereof) as well as business activity performed other than under an employment relationship or civil law relationship and non-profit activities.

INSURANCE COVERAGE

Para. 3

1. INSURANCE COVERAGE

An Insurance contract may be concluded in one of the four options related to the Sum insured (Option 1, Option 2, Option 3 and Option 4) and within the following scope:

- a) medical expenses;
- b) assistance;
- c) third party liability insurance;
- d) baggage insurance;
- e) delayed baggage and flight delay insurance.
- f) insurance for delay or cancellation of a flight.

The Sums insured for the individual options are set forth in para. 7.

2. ADDITIONAL COVERAGE

Insurance coverage with respect to medical expenses insurance, assistance and third party liability insurance may be extended upon the payment of an additional Premiums to include the effects of accidents resulting from:

- a) amateur Winter sports – the WINTER Option;
- b) amateur Water sports – the WATER Option;
- c) amateur Diving and amateur Water sports – the DIVING Option;
- d) amateur mountain and rock climbing – the MOUNTAINS Option.

3. TERRITORIAL SCOPE

Depending on the territorial scope selected, insurance cover shall include:

- a) **EUROPE** – the following European countries: Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, Czech Republic, Denmark, Estonia, Finland, France (including Corsica), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Portugal, Romania, Russia (the following administrative units of the Russian Federation: Central District, Volga District, Volgograd District, Rostov District, Republic of Kalmykia, Astrakhan District, Stavropol Krai, Northwestern District excluding the Nenets Autonomous Okrug and the Komi Republic), San Marino, Serbia (including Kosovo), Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Great Britain, Vatican City, Italy and the following Mediterranean countries: Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Tunisia)
- b) **WORLD** – in all countries of the world. Insurance cover shall also be valid on board aircraft and ships (irrespective of their flag) if they are outside the territory of the Republic of Poland, the Insured’s country of nationality or the Insured’s Country of residence.

4. INSURANCE PERIOD

The Insurance contract may be concluded for an insurance period ranging from 1 to 29 days.

CONTRACT CONCLUSION AND INSURANCE COVER PERIOD

Para. 4

Insurance contract:

1. An Insurance contract shall be entered into:
 - a) on an individual basis;
 - b) on a collective basis provided that the scope of insurance cover and the Sum insured is the same for all Insureds indicated at the time when the Policyholder concludes the Insurance contract. A collective contract may be concluded for a group from two up to nine persons.
2. An Insurance contract shall be concluded on the basis of an application submitted online by the Policyholder on the Insurer’s form available exclusively through the Citibank Online website.
3. The Insurer shall confirm the conclusion of the Insurance contract by issuing a Policy.
4. The Insured (Insureds) shall be expressly named in the Policy.

TERMINATION OF INSURANCE COVER

Para. 5

Insurance period:

1. The Insurance contract shall be concluded for the period set forth in the Policy.
2. The Insurer’s liability shall start on the date on which a Trip abroad begins, which is indicated in the Policy as the start of the insurance period, however not earlier than the payment of the Premium.

3. If at the time of Insurance contract conclusion the Insured is outside the Republic of Poland, the country of his or her residence or the country of his or her nationality, the Insurer's liability shall start on the first day of the insurance period, but no earlier than four days after the Premium payment date.
4. The Premium payment time shall be deemed to be the time of placing an order for a payment to be made to the Insurer's correct account using a Citibank Credit Card or a Bank account at Bank Handlowy, provided that the balance of the Policyholder's Citibank Credit Card or Bank account at Bank Handlowy is sufficient; otherwise the premium payment time shall be deemed to be the time at which the Premium is credited to the Insurer's correct account.
5. The Insurer's liability shall end when the Trip abroad ends, but not later than the end of the last day of the insurance period indicated in the Policy as the end of the insurance period.
6. The Insured shall not be entitled to withdraw from the Insurance contract.

INSURANCE COST

Para. 6

1. The insurance Premium shall be determined based on the premium rates applicable as at the date of Insurance contract conclusion.
2. The amount of Premium shall depend on the period for which the Insurance contract is concluded, the insurance option, the number of persons covered, the scope of additional risk and the territorial scope of the Insurance contract.

SUM INSURED

Para. 7

1. The Sums Insured applicable to the Insurance contract option indicated in

the Policy per each Insured.

2. The Sums insured under individual coverage areas for the option selected under the Insurance contract shall be reduced by any amount of compensation/benefit paid for the coverage area in question. Any payment arising from rescue and search cost insurance shall reduce the Sum insured in respect of medical expenses related to accidents and sudden illness. The total Sum insured for all benefits under medical expenses insurance and Assistance shall be limited to the main Sum insured for the Option selected for the Insurance contract concluded.

II. MEDICAL EXPENSES INSURANCE AND ASSISTANCE

SUBJECT MATTER OF INSURANCE

Para. 8

The insurance shall cover:

1. necessary and properly documented Medical expenses or other expenses set forth in the GTCI that were incurred or had to be incurred by the Insured in connection with the Insured's Sudden illness or Accident occurring during a Trip abroad;
2. costs related to the provision and arranging of assistance to the Insured during his or her Trip abroad (Assistance).

MEDICAL EXPENSES RELATED TO ACCIDENTS AND SUDDEN ILLNESS

Para. 9

In the case of a Sudden illness or an Accident during the Insured's Trip abroad the Insurer shall arrange assistance and treatment and shall cover, up to the Sum insured for medical expenses, the documented costs of:

Coverage scope/Benefit type	Sum insured			
	Option 1	Option 2	Option 3	Option 4
	EUR 15,000	EUR 30 000	EUR 50 000	EUR 100 000
Medical expenses insurance and Assistance				
Medical expenses related to accidents and sudden illness	up to the Sum insured			
Dental treatment	EUR 275			
Medical transportation	up to the Sum insured			
Medical transportation to the Republic of Poland	up to the Sum insured			
Repatriation of remains	up to the Sum insured			
Rescue and search costs	up to 50% of the Sum insured			
Accommodation during convalescence	EUR 425			
Trip continuation	EUR 425			
Visit of a family member	EUR 600			
Sending personal items	EUR 425			
Legal assistance	EUR 1,675			
Medical helpline	No limits			
Baggage insurance, delayed Baggage, Flight delays, Flight cancellations				
Loss of Baggage	EUR 250		EUR 500	
Delayed Baggage	EUR 250			
Flight delay: the purchase of necessities	EUR 250			
Flight delay: accommodation costs	EUR 1,000			
Flight cancellation: purchase of necessities	EUR 250			
Cancellation of flight: accommodation costs	EUR 1,000			

Third party liability insurance

Third party liability

EUR 18,000

- 1) examinations, outpatient procedures and diagnostics;
- 2) the purchase of medicines, intravenous fluids and dressing materials, the required aids (crutches, sling) prescribed by a Physician (in connection with an Accident or Sudden illness covered by insurance);
- 3) medical consultation together with the Physician's travel from the nearest healthcare facility to the Insured's place of residence, if required by the Insured's state of health;
- 4) hospitalization, i.e., treatment, procedures and surgeries that could not be postponed until the Insured's Return to the Country owing to the Insured's health condition; hospital treatment costs shall be settled by the Emergency Center;
- 5) dental treatment in the case of acute pain or inflammation that requires immediate medical attention or where such attention is necessary as a result of an Accident covered by insurance, up to the set limit (limit for all instances of illness during the Insurer's liability period);
- 6) the Insured's board and accommodation abroad during the convalescence period, for a period not longer than 5 days, up to a maximum set limit – according to a written recommendation by the attending Physician, provided that these costs are accepted by the Emergency Center, in cases where Transport to the Country cannot take place immediately after the Hospitalization ends.

ASSISTANCE COSTS

Para. 10

Within the framework of Assistance, the Insurer shall provide the following services and benefits:

- 1) **Emergency Center on call 24/7.** Information shall be provided in Polish;
- 2) **Medical helpline** – the Emergency Center shall provide the following services to the Insured:
 - a) 24/7 access to a medical helpline, enabling the Insured to speak on the phone to an Emergency Center physician who, according to their specialist knowledge and the possibilities available, shall provide verbal information to the Insured as to the course to be taken;
 - b) 24/7 access to a medical helpline consisting in phone conversations with an Emergency Center physician who, according to their specialist knowledge and the possibilities available, shall provide verbal information to the Insured as to the course to be taken. The information provided by the Emergency Center and phone conversations with an Emergency Center physician are not diagnostic or therapeutic procedures, and shall not constitute a basis for any claims against the Emergency Center physician who provided the information or against the Insurer; the Emergency Center or the physician shall inform the Insured of this fact during each phone call;
- 3) **Medical transportation** – in the case of the Insured's Sudden illness or Accident (the Insurer shall cover documented medical transportation costs up to the Sum insured):
 - a) the Insured's transportation from the scene of the Accident or Sudden illness to the nearest Hospital or healthcare facility (and return to the place from which the Insured can continue the trip if recommended by the attending Physician);
 - b) the Insured's transportation to another medical facility if the medical facility at which the Insured is staying does not provide the medical care suitable for his or her health condition, in accordance with a written recommendation by the attending Physician, after consultation with the Emergency Center;
 - c) the Insured's transportation to the Republic of Poland (to his or her place of residence or the healthcare facility located nearest to his or her place of residence where treatment can be continued) if required by the Insured's health condition and where this transportation is provided in accordance with the written recommendation issued by the attending Physician and approved by the Emergency Center. The Insurer shall arrange the service if the means of transport originally intended to be used by the Insured cannot be used for medical reasons. In the case of a Foreign national, the Emergency Center shall cover the costs of medical transportation to the Republic of Poland or the country indicated by the Insured provided that the cost of transportation and arranging transportation to the country indicated by the Insured is not higher than the cost of transportation and arranging transportation to the Republic of Poland (Warsaw);
- 4) **Continuation of planned trip** – if the Insured's health condition after the Hospitalization resulting from a Sudden illness or Accident allows the Insured to continue the trip (according to the opinion of the attending Physician), the Emergency Center shall, at the Insured's request, arrange the Insured's transportation from the place of his or her Hospitalization to a place that enables the interrupted trip to be continued and shall cover the costs of this transportation. The means of transport may be a train or bus at the discretion of the Emergency Center and where travel by train or bus would take more than 12 hours, a plane in economy class. Transportation costs shall be covered up to a fixed benefit limit;
- 5) **Costs of accommodation and travel of a person requested as a companion by the Insured** – if the Insured is not accompanied by any person of legal age during his or her Trip abroad and the expected period

- of the Insured's Hospitalization is longer than 7 days, the Emergency Center shall arrange a journey of the person indicated by the Insured to the place of Hospitalization and then back to the place of residence of the person indicated by the Insured. The Emergency Center shall cover the costs of the appropriate means of transport (first-class train or bus ticket or, if journey time exceeds 12 hours, plane ticket in economy class) and accommodation costs for a period not longer than 7 days (up to a fixed benefit limit). This benefit may only be used once per event. If the person indicated as a companion arrives from a place other than the Republic of Poland, the Emergency Center shall cover his or her travel expenses in an amount not exceeding the cost of travel from the territory of the Republic of Poland (Warsaw);
- 6) **Sending personal items** – in the case of damage to, loss or theft of the personal items required to continue the journey, the Emergency Center shall arrange the shipping of these items to the place where the Insured is staying and shall cover the associated costs. In the case of a Foreign national, the Emergency Center shall only cover the costs of sending personal items to the place where the Insured is staying from the territory of the Republic of Poland (Warsaw);
- 7) **Legal Assistance** – if the Insured has breached the generally applicable laws of the country in which he or she is staying and requires legal consultation, the Emergency Center shall arrange a lawyer and an interpreter and shall cover their fees provided that the Insured's alleged acts only relate to his or her civil liability or the event is related to a car accident abroad. The lawyer's and interpreter's fees shall be covered up to the limit set forth in the table of benefits;
- 8) **Repatriation of remains** – in the case of the Insured's Sudden illness or Accident the Insurer shall cover the documented costs of transporting the Insured's remains (up to the fixed benefit limit) to the place of burial in the Republic of Poland or shall cover the costs of burial abroad. If local regulations require that the remains be transported in a coffin, the Insurer shall purchase a temporary coffin. The Emergency Center shall decide on the manner in which the remains are repatriated. In the case of a Foreign national, the Emergency Center shall cover the costs of repatriation of remains to the Republic of Poland or to another country indicated by the Insured's family provided that the cost of repatriation and arranging the repatriation of the Insured's remains to the country indicated is not higher than the cost of repatriation and arranging repatriation to the Republic of Poland (Warsaw);
- 9) **Rescue and search costs** – in the case of the Insured's sudden illness or Accident the Insurer shall cover the documented costs of a rescue or search operation conducted outside the Republic of Poland and the Insured's country of residence or the Insured's country of nationality in order to save the Insured's life or health, up to the limit set forth in the table of benefits. The costs incurred shall reduce the Sum insured in respect of medical expenses related to accidents and sudden illness.

LIABILITY LIMITS

Para. 11

1. The Insurer shall be liable up to the Sum insured set forth in the Policy, taking into account the limits of individual benefits listed in paras. 9 and 10 applicable to the Insurance contract option indicated in the Policy.
2. The Insurer shall only cover the costs of the benefits arising from medical expenses insurance in the case of a Sudden illness or Accident, and from Assistance, that have been accepted and arranged by the Emergency Center, unless contacting the Emergency Center was impossible due to reasons beyond the Insured's control – in this case, the Insurer shall reimburse reasonable expenses covered by insurance to the Insured.
3. If necessary, the Insurer shall, at the Insured's request, provide the information necessary to contact the service provider about possible claims and shall also provide the Insured with a copy of the documentation and where possible also with the original documentation related to the service ordered. If the original documentation cannot be delivered, the Insurer shall, at the Insured's request, issue a certificate confirming that the Insurer ordered a third party to provide the service.

EXCLUSIONS

Para. 12

1. The Insurer shall not be liable for the medical expenses and Assistance costs that are in a causal relationship with the chronic diseases that existed and were diagnosed before the conclusion of the Insurance contract and also for the consequences of the aforementioned diseases.
2. The Insurer shall not be liable for medical expenses and Assistance costs if the Insured's trip abroad was contraindicated for health reasons and those contraindications were identified in the Insured's medical records.
3. The Insurer shall not be liable for the consequences of Sudden illnesses and Accidents and of other events related to the following costs:
 - a) medical expenses in excess of those necessary to restore the Insured's health in order to enable his or her Return or Transport to the Country. The decision to qualify medical services as necessary shall be made by the Insurer's consultant physician on the basis of written medical records;

- b) outpatient treatment, Hospitalization or accommodation where the Insured refuses to Return to the Country despite the Emergency Center physician's decision. Such a decision shall be made by an Emergency Center consultant physician on the basis of the attending physician's opinion.
 - c) outpatient treatment, Hospitalization or accommodation where the start of treatment may be postponed until the Insured's Return to the Country;
 - d) the performance of tests unnecessary for the diagnosis or treatment of the disease, medical check-ups, obtaining medical certificates and carrying out preventive vaccinations;
 - e) trips made for the purpose of planned treatment and complications associated with such treatment;
 - f) psychoanalytical or psychotherapeutic treatment;
 - g) sanatorium treatment, treatment at holiday resorts or addiction treatment centers;
 - h) plastic surgery or cosmetic procedures;
 - i) the treatment of mental disorders, depression, birth defects, venereal diseases and AIDS, even if these were not treated previously;
 - j) the Insured's special nutrition, massages and baths, inhalations, therapeutic gymnastics, irradiation, alternative medicine treatments (even if any of these measures have been recommended by a physician) and other rehabilitation and physiotherapeutic procedures;
 - k) abortions, unless they are performed to save the Insured's life or health and unless these procedures are allowed by the law of the state in which they are performed;
 - l) prosthetic and dental treatment exceeding the equivalent of the limit indicated in the table of benefits and if it was not the result of acute pain or inflammation that required immediate assistance;
 - m) supplements, tonics and cosmetics.
4. The Insurer shall not cover the costs, including Medical expenses, that are related to, or result from:
 - a) epidemics or contamination if these emerged and were announced before the Insured's Trip abroad;
 - b) the diagnosis of pregnancy and planned prenatal care;
 - c) complications occurring on or after the 32nd week of pregnancy;
 - d) birth occurring after the 32nd week of pregnancy;
 - e) artificial insemination and any other infertility treatment as well as the costs related to the purchase of contraceptives;
 - f) the use of any non-standard services during the stay in Hospital such as the use of radio, television;
 - g) the damage, loss or theft of any documents regardless of their nature;
 - h) the use of hairdressing or beauty services;
 - i) diving using specialized equipment and freediving;
 - j) other causes listed as general exclusions in para. 31 of these GTCI.
 5. The Insurer shall not cover the costs of treatment at a nursing home, sanatorium, rehabilitation center or holiday resort or in any other facility involved in the treatment of alcoholism and other addictions.
 6. The Insurer shall not arrange and shall not cover the costs of legal assistance if the Insured's legal problem concerns his or her professional activity, work or services performed abroad;
 7. The Insurer shall not cover the costs associated with the necessity of early Return to the Country to undergo planned diagnostics or treatment in a situation where the patient did not require treatment to be started abroad and continued urgently in the Republic of Poland, which has been confirmed by an Emergency Center physician.
 8. The Insurer shall not cover additional costs of Assistance services if the Insured has refused to Return to the Country despite the Emergency Center physician's recommendations.
 9. The Insurer shall not cover the cost of primary knee ligament repair.

**PROCEDURE IN THE CASE OF A SUDDEN ILLNESS,
ACCIDENT OR ANY OTHER EVENTS COVERED BY INSURANCE.
INSURED'S OBLIGATIONS**

PARA. 13

In the case of an event caused by a Sudden illness or Accident during a Trip abroad, the Insured shall:

- 1) Promptly contact the Emergency Center at +48 22 205 50 55 to obtain assistance in the arrangement of benefits or a guarantee that medical expenses, medical transportation costs or the costs of repatriating remains will be covered (which is a prerequisite for the Insurer accepting the liability). When contacting the Emergency Center, the Insured or a person authorized by him or her shall:
 - a) provide the Policy number and the Insured's name;
 - b) explain the Insured's circumstances in detail to the person on duty;
 - c) state what assistance the Insured needs;
- 2) Follow Emergency Center recommendations; provide information and grant the necessary powers of attorney and enable the Emergency Center to perform the actions required to determine the circumstances of the event and the validity and amount of the claim.
- 3) Authorize attending physicians at home and abroad to provide to the Emergency Center any information regarding the Insured and his or her condition in order to enable the Emergency Center to take the measures required to determine the circumstances of the event and the validity and amount of the claim. A refusal to grant authorization shall be tantamount to waiving the claim.

- 4) Collaborate with the Emergency Center to the extent necessary to enable it to obtain the medical documents including the diagnosis and description of treatment together with test results.

REIMBURSEMENTS

Para. 14

1. If the Insured fails to fulfill the obligations referred to in para. 13 for reasons beyond his or her control and if he or she incurs expenses on the scene of the event and wishes to request their reimbursement, he or she shall submit a claim to the Insurer in writing. The documentation shall be sent to the Emergency Center, which is the Insurer's authorized representative:

Europ Assistance Polska Sp. z o.o.
Dział Refundacji
ul. Wołoska 5, budynek Taurus
02-675 Warszawa
Phone: +48 22 205 50 55

2. A claim for the payment of compensation arising from medical expenses and Assistance insurance shall include:
 - a) the Policy number;
 - b) a detailed description of the circumstances of the event on the Insurer's form provided by the Insurer upon reporting the claim electronically, by mail, by fax or via the website.
 - c) the original or photocopied medical records concerning the claim and containing a precise diagnosis and prescribed treatment.
 - d) invoices, receipts to enable the Insurer to determine the total medical expenses incurred by the Insured.
3. The benefit shall be paid in the territory of the Republic of Poland, in the Polish currency at the average NBP exchange rate published as at the date on which the amount of the benefit is determined, with the exception of the costs directly reimbursed to service providers abroad.

III. LOST, DAMAGED OR DELAYED BAGGAGE INSURANCE

SUBJECT MATTER AND SCOPE OF INSURANCE

Para. 15

The insurance shall cover the Insured's belongings included in his or her Baggage.

Para. 16

Baggage shall be covered by insurance if it is under the Insured's direct care or if the Insured:

- 1) has entrusted the Baggage to a professional carrier to be transported on the basis of the relevant shipping document;
- 2) has deposited the Baggage in a checkroom against receipt;
- 3) has left the Baggage in a closed room occupied by the Insured at his or her accommodation place (with the exception of a tent);
- 4) has left the Baggage in an individual locker at a railway station, bus station or airport;
- 5) has placed the Baggage in a locked baggage compartment or in a locked trunk of a locked car (in the case of vehicles with centrally locked trunk or baggage compartment and vehicles where the driver's cockpit and the baggage compartment or trunk are interconnected) and the loss of the Baggage is confirmed by a relevant document;
- 6) has placed the Baggage in a locked trailer or vessel.

BAGGAGE LOSS OR DAMAGE

Para. 17

The Insurer shall pay to the Insured compensation amounting to the costs to repair Baggage that has been damaged or the value of Baggage that has been lost by the Insured provided that the damage was caused by:

- 1) the occurrence of a random event: fire, hurricane, flooding, flood, Torrential rain, hail, avalanche, direct lightning strike, earthquake, subsidence or landslide;
- 2) the destruction or damage to insured Baggage during a rescue operation carried out in connection with the random events referred to in item 1 above;
- 3) a land, water or air traffic accident;
- 4) theft as a result of breaking into the rooms or spaces listed in para. 16 or Robbery;
- 5) an Accident or Sudden illness, as a result of which the Insured was unable to look after the Baggage and secure it;
- 6) loss where the Baggage was in the charge of a professional carrier, on the basis of a shipping document.

DELAYED BAGGAGE

Para. 18

The Emergency Center undertakes to cover documented and reasonable expenses related to the purchase of necessities (i.e. clothing, toiletries, groceries) that have been incurred by the Insured in connection with the Baggage being delayed by more than 4 hours from the time of the Insured reaching the destination and that have not been covered or compensated by the professional carrier. The Baggage delay shall be evidenced by a confirmation issued by the

professional carrier (original or copy), and the expenses incurred – by original bills or purchase receipts. This shall not apply in the territory of the Republic of Poland, the Insured's Country of residence or the Insured's country of nationality.

FLIGHT DELAY

Para. 19

1. Within the framework of insurance, the Emergency Center shall cover documented expenses incurred by the Insured who has a valid ticket for a scheduled flight abroad (excluding charter flights) in connection with the flight being delayed for at least 4 hours compared to its scheduled departure. The compensation for Flight delay shall be paid if the Insured incurred expenses for the purchase of necessities (i.e. clothing, toiletries, groceries). The Flight delay shall be evidenced by a confirmation issued by the professional carrier (original or copy), and the expenses incurred – by original bills or purchase receipts. This shall not apply in the territory of the Republic of Poland, the Insured's Country of residence or the Insured's country of nationality.
2. The Emergency Center shall cover the Insured's documented accommodation costs incurred in connection with the scheduled flight being delayed for at least 4 hours compared to its scheduled departure. The Flight delay shall be evidenced by a confirmation issued by the professional carrier (original or copy), and the expenses incurred – by original bills or purchase receipts. This shall not apply in the territory of the Republic of Poland, the Insured's Country of residence or the Insured's country of nationality.

FLIGHT CANCELLATION

Para. 20

1. Within the framework of insurance, the Emergency Center shall cover documented expenses incurred by the Insured who has a valid ticket for a scheduled flight abroad (excluding charter flights) in connection with the flight being cancellation. The compensation for Flight cancellation shall be paid if the Insured incurred expenses for the purchase of necessities (i.e. clothing, toiletries, groceries). The Flight cancellation shall be evidenced by a confirmation issued by the professional carrier (original or copy), and the expenses incurred – by original bills or purchase receipts. This shall not apply in the territory of the Republic of Poland, the Insured's Country of residence or the Insured's country of nationality.
2. The Emergency Center shall cover the Insured's documented accommodation costs incurred in connection with the scheduled cruise flight being cancelled. The Flight cancellation shall be evidenced by a confirmation issued by the professional carrier (original or copy), and the expenses incurred – by original bills or purchase receipts. This shall not apply in the territory of the Republic of Poland, the Insured's Country of residence or the Insured's country of nationality.

EXCLUSIONS

Para. 21

1. The following costs shall not be covered by insurance:
 - a) damage resulting from the items being lost or left;
 - b) occurring during removal;
 - c) damage consisting exclusively of damaged Baggage containers;
 - d) damage resulting from the defects of the insured item;
 - e) resulting from normal wear and tear, the damage or destruction of the insured item in connection with its use, spontaneous combustion, failure or leak, and in the case of items that are fragile or in glass packaging – the breakage or loss of value of the insured item;
 - f) caused by theft without burglary or using duplicate keys in the circumstances referred to in para. 16, points 5 and 6 of these GTCI;
 - g) caused by theft as a result of breaking into a cargo box mounted on a roof of a car where at least one of cargo box walls was made of a material whose breaking strength or resistance to cutting was significantly lower than composite-aluminum, composite or steel walls or where the cargo box was not equipped with a safety lock;
 - h) arising in electrical apparatus or electrical devices because of their defects or electric current effects during operation, except in cases where the electric current caused a fire,
 - i) arising from other causes listed as general exclusions in para. 31 of these GTCI;
2. Additionally, insurance coverage shall not be provided for:
 - a) means of payment, travel tickets, vouchers, savings books and saving bonds, securities;
 - b) keys;
 - c) jewelry, items made from precious metals and gems;
 - d) works of art, coin and other collections, documents and manuscripts;
 - e) musical instruments;
 - f) fuel and weapons of any kind;
 - g) rowing and paddling equipment;
 - h) items used for the Insured's production and service activities;
 - i) car accessories, caravan, camper van and boat equipment items;
 - j) computer hardware;
 - k) sports equipment;
 - l) medical equipment, medicines and prostheses;
 - m) items made of fur or finished with fur;
 - n) mobile phones;
 - o) video games.

Para. 22

The amount of compensation in the case of loss of, or damage to, Baggage shall be determined in accordance with the cost of its repair or the actual value of the item in question, taking into account its actual wear and tear. The value of items shall be determined by the Insurer on the basis of original purchase receipts or on the basis of the value of a new item with identical performance characteristics as at the date of the event. Where the Insured is entitled to compensation from a Third party liable to repair the damage (applies to baggage), the Insurer shall reduce the compensation for loss of, or damage to, baggage by the amount that the Insured received as compensation from the Third party in question.

Para. 23

When determining the amount of damage, the following shall not be taken into account:

- a) the items' scientific, collector, antique or sentimental value;
- b) the decontamination costs incurred in connection with the damage.

PROCEDURE IN THE CASE OF LOST, DAMAGED OR DELAYED BAGGAGE. INSURED'S OBLIGATIONS

Para. 24

The Insured shall take measures and observe the regulations aimed at the prevention of damage or loss, including without limitation exercising due diligence in protecting his or her property. In the event of damage or loss, the Insured shall:

- 1) act to prevent the damage from increasing;
- 2) secure evidence of the damage in the case of baggage loss, destruction or damage;
- 3) secure destroyed or damaged items in order to enable a representative of the Insurer to inspect them;
- 4) report to the police any case of burglary, Robbery or disappearance of items covered by insurance and obtain a written confirmation of this fact detailing the lost items (type, quantity) and their values;
- 5) notify the relevant carrier or the management of a hotel, holiday resort, camp site or guarded parking lot of any damage or loss that occurred in public means of transport or at the place of accommodation, and obtain written confirmation that such a notification has been submitted detailing the lost items (type, quantity) and their values;
- 6) promptly submit a claim for compensation to the Emergency Center. The application together with the supporting documentation shall be submitted to the Emergency Center and shall include:
 - a) the Insured's name and surname and policy number;
 - b) a detailed description of the circumstances of the damage or loss;
 - c) a list of damaged or lost items with an indication of their values and purchase years;
 - d) evidence of baggage loss, destruction or damage.

Para. 25

1. Where the Insured has recovered the lost items, he or she shall be obliged to immediately notify the Emergency Center of this fact.
2. The Insured shall be entitled to compensation for the loss of Baggage provided that the Baggage is not recovered by the Insured. If the Baggage for which compensation has been paid is recovered by the Insured, the amount of compensation paid shall be returned.

IV. THIRD PARTY LIABILITY INSURANCE

SUBJECT MATTER AND SCOPE OF INSURANCE

Para. 26

Under third party liability insurance, the Insured shall be protected by the Insurer against Third party civil law claims for personal injury or damage to property resulting from the Insured's tortious acts during a Trip abroad.

Para. 27

Under this third party liability insurance:

- 1) all claims must result from the Insured's culpable action or inaction;
- 2) regardless of the number of injured parties in a single insured event, it shall be assumed that the event occurred at the time when the first claim arose;
- 3) the event resulting in the claim must occur during the term of the Insurer's liability and a claim must be brought against the Insured as a result.

EXCLUSIONS

Para. 28

1. The Insurer shall not be liable for claims arising in connection with the ownership of the following during a Trip abroad:
 - a) dogs;
 - b) horses;
 - c) wild and exotic animals;
 - d) cutting and thrusting weapons, firearms and gas pistols as well as their use in sports or for self-defense.

2. No coverage shall be provided by the Insurer for the following claims:
 - a) under PLN 400, and each benefit under the third party liability Insurance contract shall be reduced by this amount (deductible);
 - b) cross-claims of the persons covered under the Insurance contract as well as of Close persons of the persons covered under the Insurance contract.
3. The Insurance contract shall not cover claims under third party liability for the following types of damage:
 - a) done to Close persons;
 - b) done through willful misconduct;
 - c) for which compensation is provided for under compulsory insurance;
 - d) for which the person covered is liable as a result of having assumed the third party liability of a third party pursuant to a contract or having extended the scope of his or her statutory third party liability (for tortious acts);
 - e) in the form of deteriorated qualities of an item as a result of its normal wear and tear;
 - f) including lost profits;
 - g) arising from the loss of, or damage to, the Insured's property;
 - h) arising from an act related to the Insured's performance of his or her profession or engaging in business activity;
 - i) arising as a result of disease transmission;
 - j) related to the violation of copyrights, patents, trademarks, utility models and manufacturer names;
 - k) property damage to cash, documents, plans and collections of archives, stamps, coins or works of art;
 - l) arising in the territory of the Republic of Poland, and in the case of a Foreign national, in the territory of the Republic of Poland, the Insured's country of residence or the Insured's country of nationality;
 - m) related to the performance, irrespective of the legal or factual basis, of for-profit activities;
 - n) arising from other causes listed as general exclusions in para. 31.
4. No coverage shall be provided for compensation or punitive damages imposed under the criminal code or under the petty offences code.
5. Insurance shall not cover the damage caused in connection with:
 - a) statutory care for children and the mentally handicapped;
 - b) the use of a bicycle, wheelchair or another vehicle that does not require registration;
 - c) the causing of, or contributing to, a traffic accident as a pedestrian;
6. Insurance shall not cover the events included within the scope of compulsory civil liability insurance contracts that the Insured was required to conclude.
 - a) in writing – submitted in person to the Bank's Branch during Branch office hours or sent to the following address: Citi Handlowy, Departament Obsługi Reklamacji i Zapytań Klientów, ul. Golezowska 6, 01-249 Warszawa
 - b) verbally – by phone or in person for the record during the Customer's visit to the Bank's Branch;
 - c) electronically – to the Bank's e-mail address through Citibank Online after logging in via the "Contact with the bank" tab and on the www.citibank.pl website using the complaint form.
 Current contact details enabling the submission of complaints are available on the Bank's website (www.citibank.pl).
2. Complaints shall be examined by the Insurer within 30 days from the date of their receipt by Europ Assistance Polska or by the Agent. Responses to complaints shall be provided on paper or on any other durable medium. A response by e-mail may only be provided at the complainant's request.
3. In particularly complex cases, the time required to handle the complaint may be longer – in this case the Insurer shall notify the person making the complaint about the reasons for the delay, the circumstances that must be determined and the expected date for handling the complaint, which may not exceed 60 days from the date of receipt of the complaint by Europ Assistance Poland or by the Agent.
4. The Insured shall be entitled to submit a complaint for the Insurer's business activities to the Financial Ombudsman [Rzecznik Finansowy], and shall be entitled to seek assistance in resolving dispute arising in connection with the agreement by referring the dispute to the extrajudicial proceedings conducted by the Financial Ombudsman ([HYPERLINK "http://www.rf.gov.pl/"](http://www.rf.gov.pl/) www.rf.gov.pl).
5. The Insured shall be entitled to bring the dispute arising in connection with the insurance agreement before the Arbitration Court at the Polish Financial Supervision Authority ([HYPERLINK "http://www.knf.gov.pl/"](http://www.knf.gov.pl/) www.knf.gov.pl).
6. Moreover, the Insured can obtain advice from the Municipal and District Consumer Ombudsmen [Miejski i Powiatowy Rzecznik Konsumenta]. Europ Assistance S.A. hereby informs, that in case of disputes arising in connection with the insurance agreement, under the **Regulation (EU) No 524/2013 of the European Parliament and of the Council** of 21 May 2013 **on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)**, the policy holder and the insured shall be entitled to choose online dispute resolution method using ODR (Online Dispute Resolution) platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>

LIABILITY LIMITS

Para. 29

1. Within the limits of its liability, the Insurer shall:
 - a) investigate whether the claims brought against the Insured are valid;
 - b) pay the damages that the Insured is obliged to pay to the injured person in respect of the damage covered by the Insurance contract on the basis of a settlement concluded or approved by the Insurer, the recognition of the claim issued or approved by the Insurer or a final court decision;
 - c) cover the costs of hiring a lawyer to represent the Insured's interests during a trial.
2. The upper limit of the Insurer's liability for all insured events occurring during the insurance period shall be the Sum insured in respect of third party liability, regardless of the number of individuals who caused, or contributed to, the damage.

PROCEDURE IN THE CASE OF A CLAIM RELATED TO THIRD-PARTY LIABILITY INSURANCE.

INSURED'S OBLIGATIONS

Para. 30

For each event which results in a claim caused by the Insured, the Insured shall:

- 1) notify the Emergency Center promptly, not later than five days from the date of the event which may result in the Insured's third party liability, and provide the circumstances of the event as well as collect and secure the evidence concerning the circumstances of the event;
- 2) use all means available in order to reduce the damage and prevent its increase;
- 3) enable the Insurer to take such measures as may be required in order to establish the circumstances of the event and the validity and amount of the claim.

Para. 31

1. The Policyholder, the Insured and the person entitled under the Insurance contract shall be entitled to submit complaints to the Insurer. A complaint may be submitted:
 - 1) in writing (by mail to Europ Assistance Polska Sp. z o.o., 02-675 Warszawa, ul. Wołoska 5 „Dział Jakości”);
 - 2) verbally (by phone at +(48) 22 205 50 00);
 - 3) in person at the Europ Assistance Polska Sp. z o.o. branch, Warsaw, ul. Wołoska 5;
 - 4) electronically (by e-mail to quality@europ-assistance.pl)
 - 5) to the Agent in the following form:
 - a) in writing – submitted in person to the Bank's Branch during Branch office hours or sent to the following address: Citi Handlowy, Departament Obsługi Reklamacji i Zapytań Klientów, ul. Golezowska 6, 01-249 Warszawa
 - b) verbally – by phone or in person for the record during the Customer's visit to the Bank's Branch;
 - c) electronically – to the Bank's e-mail address through Citibank Online after logging in via the "Contact with the bank" tab and on the www.citibank.pl website using the complaint form.
 Current contact details enabling the submission of complaints are available on the Bank's website (www.citibank.pl).

V. COMMON PROVISIONS

GENERAL EXCLUSIONS

Para. 32

1. The Insurer shall not be liable for claims arising in the territory of the Republic of Poland, in the Insured's country of residence and in the Insured's country of nationality.
2. The Insurer shall not be liable for claims arising as a result of the Insured's intentional or grossly negligent conduct.
3. Insurance shall not cover claims arising as a result of:
 - a) war, hostilities, armed conflicts;
 - b) active participation in riots and unrest, coups d'état or acts of terror;
 - c) nuclear fission and radioactivity of any kind irrespective of their origin, source and impact on the Insured;
 - d) epidemics or chemical contaminations if these emerged and were announced before the Insured's trip;
 - e) the Insured's participation in bets or fights with the exception of actions taken in self-defense;
 - f) the Insured's mental illness, attack of convulsions, mental retardation or mental disorders and their consequences;
 - g) the Insured driving a motor vehicle without the license required pursuant to applicable laws;
 - h) a failure by the Insured to observe the prohibition on driving motor vehicles, operating machinery and staying at heights during treatment with drugs that affect the ability to concentrate (in accordance with the manufacturer's label);
 - i) the Insured being intoxicated or under the influence of alcohol or under the influence of narcotic drugs, psychotropic substances or their substitutes within the meaning of substance abuse prevention regulations;
 - j) the Insured being under the influence of drugs not prescribed by a doctor and taken not in accordance with medical indications;
 - k) the Insured's deliberate actions (suicide, attempted suicide or self-mutilation);
 - l) participation in expeditions and survival camps;
 - m) the Insured's stays in places with extreme climatic or natural conditions (with the exception of participation in trips, no longer than two days, arranged by professional entities that are licensed to arrange such trips. Having the original bill issued by such entities shall be a prerequisite for applying for the benefit);
 - n) Engaging in competitive sports;
 - o) engaging in High-risk sports;
 - p) gainful employment or the provision of services related to physical work abroad;

- q) participation in car races;
- r) air accidents where the Insured was a passenger of a non-licensed airline;
- s) the Insured engaging in active service in the armed forces of any nation;
- t) amateur Winter sports unless an additional Premium was paid pursuant to para. 3, subpara. 2, letter a;
- u) amateur Water sports unless an additional Premium was paid pursuant to para. 3, subpara. 2, letter b or para. 3, subpara. 2, letter c;
- v) amateur diving using specialized equipment unless an additional Premium was paid pursuant to para. 3, subpara. 2, letter c;
- w) amateur engaging in mountain and rock climbing unless an additional Premium was paid pursuant to para. 3, subpara. 2, letter d.

DETERMINATION AND PAYMENT OF BENEFITS

Para. 33

1. In the event of the Insured's failure to fulfil the obligations referred to in paras. 13, 14, 23, 29 and 30 as a result of willful misconduct or through gross negligence, the Insurer may reduce the compensation correspondingly if the breach contributed to increasing the damage or prevented the Insurer from establishing the circumstances and consequences of the accident.
2. The validity of the claim and the amount of the benefit/compensation shall be determined on the basis of the full documentation set forth in these GTCI and required during the determination of claim validity, submitted by the Insured or by an authorized person. However, the Insurer reserves the right to verify the documents submitted and to consult specialists.

Para. 34

1. The Insurer shall pay the benefit/compensation up to the amount of Sums insured under the individual coverage areas and the appropriate Insurance Contract option set forth in the Policy.
2. The Insurer shall pay the benefit/compensation to the Insured or to another entitled person within 30 days from the date of receipt of notification of the insured event unless clarifying the circumstances required to establish the liability or the amount of the benefit/compensation within 30 days turns out to be impossible; in this case the benefit/compensation shall be paid within 14 days from the date on which such circumstances could be clarified by exercising due diligence, with the proviso that the Insurer shall pay the portion of the benefit/compensation that is undisputed in the light of the documents submitted within 30 days from the date of receipt of notification of the accident.
3. At the Insurer's request, the Insured shall submit other documents deemed by the Emergency Center to be necessary in order to determine the validity of the claim or the amount of benefit/compensation.
4. The benefit/compensation shall be paid in the territory of the Republic of Poland in the Polish currency. If the Insured incurred foreign currency expenses during the trip, the benefit/compensation shall be converted according to the average exchange rate determined by the NBP that is in force as at the benefit/compensation payment date.
5. The payment of benefits shall be effected by the Emergency Center acting as the Insurer's authorized representative.

RECOURSE CLAIMS

Para. 35

1. As at the date of compensation payment, the claim against the Third party responsible for the damage shall pass to the Insurer up to the amount of compensation paid.
2. In the event of the Insured waiving, without the Insurer's consent, its rights against Third parties, releasing the Third parties from debt or any other actions resulting in the termination of the Third parties' liability or obligation to pay, the compensation paid shall be returned.
3. If the Insurer only covered part of the damage, the Insured's claim concerning the remaining part shall have priority over the Insurer's claim.
4. Claims shall not pass to the Insurer if the damage was caused by a person residing in the Insured's household unless that person caused the damage intentionally.
5. The Insured shall provide the Insurer with all information and documents and enable the Insurer to take the measures required to seeking recourse effectively.

FINAL PROVISIONS

Para. 36

1. Generally applicable Polish laws shall apply to the matters not covered in these GTCI.

Para. 37

1. A lawsuit concerning a claim arising from the Insurance contract may be filed in a common court of general jurisdiction or in a court competent for the place of residence or the Insured's heir or the heir of the person entitled under the Insurance contract. The Insurance contract shall be governed by Polish law.
2. Claims under the Insurance contract shall be subject to the jurisdiction of Polish courts.
3. The Insurer shall not be obliged to inform the party reporting the event within 7 days of the receipt of claim report if it pays the benefit immediately after the receipt of the notification.
4. The procedure for receiving the notifications referred to in the preceding subparagraph is set forth in para. 13 "Procedure in the case of a Sudden illness, Accident or any other events covered by insurance. Insured's obligations", para. 23 "Procedure in the case of lost, damaged or delayed Baggage. Insured's obligations" and para. 29 "Procedure in the case of claim related to Third party liability insurance. Insured's obligations" of these General Terms and Conditions of Insurance.
5. The notices and representations submitted in connection with the Insurance contract concluded to the insurance agent (Bank) shall be deemed to have been submitted to the insurance company on behalf of which or for the benefit of which the insurance agent (Bank) acts, if they have been submitted in writing or on another durable medium.

Para. 38

These GTCI shall come into force on 01.12.2018.