GENERAL TERMS AND CONDITIONS
of health insurance for foreigners

	TYPE OF INFORMATION	PROVISIONS FOR THE GENERAL TERMS AND CONDITIONS FOR MEDICAL INSURANCE FOR FOREIGNERS
1	Premises for the payment of benefit or the redemption value of insurance	Article 2 item 26), Article 3 sections 1, 6; Article 5 section 1, Article 6 section 1, the Benefits and limits table ;
2	Limitations and exclusions of liability of the insurer, entitling the insurer to refuse the payment of benefit or to reduce it.	Article 3 section 8, Article 5 section 2, Article 6 section 1, section 3 item 4), sections 4, Article 7 sections 4 and 5, Article 10, Article 11 section 4, Article 12 section 12, Article 13 section 3, the Benefits and limits table;

GENERAL TERMS AND CONDITIONS of health insurance for foreigner

PART I COMMON PROVISIONS

Article 1. General Provisions

1. These General Terms and Conditions of Insurance, hereinafter referred to as the GTC, shall apply to insurance contracts concluded by and between Inter Partner Assistance S.A. seated in Brussels and operating in Poland through Inter Partner Assistance S.A. Branch in Poland, a part of AXA Group, hereinafter referred to as the Insurer, and the Policy Holders.
2. An insurance contract may be concluded for somebody else's account. In such case, these GTC shall apply respectively to the person for whose account the insurance contract has been concluded.

Article 2. Definitions

Terms used in these GTC and other documents related with the insurance contract shall have the following meaning:

1. Act of Terror shall mean a use of or a threat to use force or violence by any person or a group of people, independently or for another party's account, or in collaboration with any organisation or government, undertaken for political, religious, ideological or ethnic reasons or purposes, which causes damage to human health, property, tangible or intangible values or infrastructure, including any attempt to influence any government or intimidate a population or a part thereof.
2. Assistance Centre shall mean an organisational unit that, on behalf of the Insurer, deals with organising and providing assistance services specified herein to the Insured and with claims adjustment; The Assistance Centre address is: Inter Partner Assistance Polska S.A. Warszawa, ul. Prosta 68.
3. Foreigner shall mean a natural person who is not a citizen of Poland.
4. Client – a natural person in the role of the Policyholder, the Insured, the Beneficiary or the Entitled under the insurance contract.
5. Country of Permanent Residence of the Insured shall mean a country in which the Insured has been residing for at least one year immediately prior to the conclusion of the insurance contract and in which the Insured's personal and professional life is centred, or in which the Insured is covered under a public health insurance scheme. A country in which a specific person is staying in order to learn or to which that person has been delegated to work shall not be regarded as a Country of Residence;
6. Sudden Illness shall mean a sudden disorder of the Insured's health occurring during the Term of Insurance, the nature of which makes it an immediate threat to the Insured's life or health, independent of the Insured's will, and which requires necessary and immediate treatment. A health disorder whose treatment started before the start of the Term of Insurance or a health disorder whose symptoms occurred before the start of the Term of Insurance even if it has not been examined by a doctor or treated.
7. Accident shall mean an unexpected and sudden event caused by an external cause during the Term of Insurance, the nature of which makes it an immediate threat to the Insured's life or health, as a result of which the Insured has suffered an injury, damage to his/her life or died independently of his/her will.
8. Terms of Insurance shall mean a period for which the Insurance has been concluded as specified in the policy.
9. Close Person shall mean a person living in the same household with the Insured as of the day of an Insured Event who is, in relation to the Insured:
   1) a spouse or a cohabiting partner,
   2) a child, a step child, an adopted child or a foster child,
   3) a parent, an adoptive parent, a father-in-law, a mother-in-law, a stepfather, a stepmother,
   4) a grandfather, a grandmother, a grandchild, a sibling, a son-in-law, a daughter-in-law.
10. Beneficiary shall mean a person who acquires the right to Insurance Benefits as a result of an Insured Event.
11. Publicly Organised Sports Competition shall mean a competition organised by any physical culture organisation or a sports club, as well as any preparations to such competition or a prepared expedition aimed at obtaining special sports achievements.
12. Complaint – a motion of the Client in which the Client states his/her objections regarding services provided by the Insured.
13. Extreme Sports shall mean any Ordinary Sports and High-Risk Sports in relation with Achievement-Oriented Performance thereof or during a Publicly Organised Sports Competition and preparations thereto as well as the following sports performed either recreationally or on an achievement-oriented basis or as part of Professional Performance of Sports or during a Publicly Organised Sports Competition and preparations thereto: aikido, judo, karate, taekwondo, kick-boxing and other martial arts, freestyle skiing, alpinism, boxing, Greco-Roman and other wrestling styles, canyoning, four cross, freeride, freeskiing, freestyle, heliskiing, mountaineering, sea yachting, mountain canoeing with difficulty level WW4 and WW5, icefall climbing, icebreaker climbing, artificial wall climbing, moguls, monoski, paragliding and hang-gliding (rogallo), parachuting, scuba diving at depths more than 40 meters - provided that the Insured is duly licensed (certified) to do so, diving with sharks, rafting with difficulty level WW4 and WW5, speed skating, sleighing on designated tracks, bobsleighing on designated tracks, snowtubbing on designated tracks, downhill mountain biking, skial- pinism, skibobs, skitouring, bungee jumping, snowboarding outside designated routes, snowkiting, snowrafting, snowtrampoline, speleology, street luge, tour- ism or trekking with difficulty level above 3 UIAA with the use of appropriate equipment or moving or staying at heights above 5,000 m above sea level, via ferrata with difficulty level D and E.
14. High-risk Sports shall mean all Ordinary Sports performed on an achievement-related basis or during Publicly Organised Sports Competition and preparations thereto as well as the following sports performed either recreationally or on an achievement-oriented basis or as part of Professional Performance of Sports or during a Publicly Organised Sports Competition and preparations thereto: cosmic wheel, acrobatic rock'n'roll, American football, athletics including pole vault and penta-, hepta- and decathlon, ballet, biathlon, BMX biking, bouldering, various styles of human hamster ball, buggykiting, cross-country cycling, cyclo-trial, horseracing, duathlon, flying fox, furefighting sports (including rescue service drills), historic (combat) fencing, ice hockey, field hockey, street hockey, yachting – coastal cruises, riding in U-ramp (rollerblate skates, skate- board), riding snowmobiles/snow scooters, mountain canoeing with difficulty level WW5 and WW5, kite boarding, kite surfing, kiting, figure skating, quadrath- lon, lacrosse, archer y, hunting and sport pursuits (except for hunting for exotic animals), minibikes, mini go carts, go carts, water sports performed with the use of motor equipment, mountainboarding on designated routes, paintball, parasailing, modern modern pentathlon, under water rugby, pole dancing, scuba diving at depths to 40 meters with or without an instructor - provided that the Insured is duly licensed (certified) to do so, dog and horse carting, rafting with difficulty WW5 and WW5, rugby, rope jumping, boat fishing or sport fishing, speed rollerblade skating, safari, sea kayaking, power triathlon, powerbocking, skateboarding, skiathlon, diving, sledge hockey, snow bungee kayaking, snow bungee rafting, gymnastics, sport shooting (shooting at targets with firearms), surfing, windsurfing, trampoline, triathlon (including ironman events), high mountain tourism nebo trekking on designated routes with difficulty level max. 3 UIAA with the use of appropriate equipment or moving or staying at heights between 3,000 m and 5,000 m above sea level, via ferrata with difficulty B and C, high rope obstacle courses (up to 10 m), weightlifting, wakeboarding, wally ball, zorbing.
15. Ordinary Sports shall mean the following types of ordinary leisure sport activities and sports per formed at a recreational level: aerobic, airsoft, aquaerobic, badminton, baseball, basketball, running, crosscountry skiing on designated routes, boccia, bowling, bridge, ice skating, bumerang, bungee running, tram-poline bungee, curling, cycling, bicycle tourism, dragon boat, fitness and body-building, unihockey, footbag, football, frisbee, goalball, golf, handball, mountain biking (no downhill), cheerleaders, inline skating, horse riding, elephant or cam-el riding, water banana, pedalo, yoga, mountain canoeing with difficulty level WW1, card games and other table games, cardio kickbox, scooter, bicycle ball, korfball, cricket, snooker, balls, bodybuilding, bowling, skiing on designated routes, eisstock, low rope obstacles (up to 1.5 m), mini trampoline, gymnastics, footvolley, foot orienteering (including with a radio), pétanque, swimming, beach volleyball, scuba diving at depths of not more than 10 meters with or without an instructor - provided that the Insured is duly licensed (certified) to do so, rafting with difficulty WW1, onshore fishing, showdown, snowboarding on designated routes including snow parks, softball, spinning, sport model making, squash, table football, table hockey, table tennis, streetball, synchronised swimming, chess, fencing (classical), darts, skorkelling, ballroom dancing, tennis, taijiquan, tchoukball, rowing, water skiing, waterball, voleyball, tourism or trekking in not too demanding terrain with difficulty max. 1UIAA and on designated routes and without the use of climbing equipment or movement and stay at heights of up to 3,000 m above sea level, via ferrata with difficulty A, juggling (diabolo, fireshow, juggling, yoyo).
    Performance of Ordinary Sports at a recreational level shall be covered under this Travel Insurance without raising the basic insurance premium.
16. Schengen Area shall mean the territory where internal border control has been abolished and where common policies have been guaranteed regarding external border protection, personal data protection, collaboration between member states' police services (in particular the right to cross-border pursuits), com-mon visa policy, extradition/transfer of persons between states and freedom of movement, in force under an agreement made on 14 June 1985 in Luxembourg and complementary documents.
17. Insurance Benefit shall mean a benefit that the Insurer is obligated to provide in the event of an Insured Event in accordance with these GTC and the insurance contract.
18. Benefits and Limits Table shall mean a specification of sums insured and limits of Insurance Benefits under the insurance cover; the Benefits and Limits Table is an integral part of the GTC.
19. Policy Holder shall mean a natural person, a legal person or an organisational unit without a legal personality that concluded an insurance contract with the Insurer.
20. Insured (Insured Person) shall mean a foreigner whose legal interest specified herein is the subject of insurance.
21. Achievement-Oriented Performance of Sports shall mean a form of physical activity involving performance of sports in order to achieve, by means of competition, maximum sports achievements by persons who are members of all types of sport clubs, associations and organisations, including participation in training and training camps.

22. Negligence of Prophylaxis shall mean a situation in which the Insured does not regularly (i.e. at least once a year) undergo a prophylactic dental or gynaecological examination.
23. Professional Performance of Sports shall mean performing sports in return for money or other remuneration under a contract with a sports organisation, or a sport activity performed by an athlete in return for remuneration that is the athlete's source of income. For the purpose of this insurance, also sport team members are regarded as professional athletes.
24. Fortuitous Event shall mean an event which can reasonably be assumed to be likely to happen during the Term of Insurance, but at the time of concluding the insurance there is no knowing whether or when it will happen.
25. Claims Event shall mean a circumstance that caused a claim and that could give grounds to the right to Insurance Benefits.
26. Insured Event shall mean an insured Fortuitous Event specified in these GTC which occurred during the Term of Insurance and gave grounds to the Insurer's obligation to provide an Insurance Benefit to the Insured or a third party in accordance with the provisions of these GTC. Events caused by a single cause and involving all circumstances and effects thereof that are in a cause and effect relationship, are linked by the time of occurrence or another direct factor shall be deemed as a single Insured Event.

Article 3. Subject and scope of Insurance

1. The subject of insurance is coverage or refunding of the cost of the Insured's treatment if:
   a. the Claims Event that made the treatment necessary occurred in a Schengen Area member state and
   b. the treatment has been conducted in a Schengen Area member state which is not the Country of Permanent Residence of the Insured.
2. The Insurance may be concluded for the Term of Insurance that is a multiple of monthly periods, minimum for 1 month, and maximum for 36 months.
3. The Insurance shall cover the following types of travel:
   1) educational travel or stay;
   2) tourist travel or a stay for recreational or sightseeing purposes, a stay for holidays or a stay related to recreational or sport activity not oriented to improving sport performance;
   3) business travel – regardless of the legal relationship under which the work is provided; a stay involving office or physical work.
4. The Insurance Contract may be concluded only in the form of individual insurance where only one person is the Insured.
5. The Insurance shall include a Medical Insurance (MI); The Subject of Insurance includes medically necessary and documented costs of treatment of the Insured who had to undergo treatment during his/her travel or stay in the Schengen Area.
6. Deemed as an Insured Event shall be a Sudden Illness or Accident suffered by the Insured which occurred during the Term of Insurance and requires necessary and immediate treatment.
7. The Insurer shall cover the necessary, unavoidable and reasonable costs of medical treatment and procedure related to an Insured Event, including diagnostic procedures directly related thereto which were indicated by a doctor to sufficiently stabilise the Insured's health so that he/she could continue his/her travel or return to his/her Country of Permanent Residence to continue the treatment.
8. Deemed as costs of treatment covered hereunder shall be:
   1) tests necessary to make a diagnosis and choose an appropriate treatment procedure;
   2) necessary medical aid;
   3) hospitalisation in a standard room with an ordinary equipment and ordinary medical assistance for as long as it is necessary as well as related costs of treatment, including an operation, anaesthesia, medications, materials and hospital food;
   4) medications prescribed by a doctor in relation to the Insured Event, appropriate for the nature of the Insured Event;
   5) dentist aid at acute tooth aches treated by means of extraction or basic filling (including x-ray) and procedures directly related to alleviate painful mucous membrane of the oral cavity that is not a result of Negligence of Prophylaxis; the aforementioned cost is covered up to the limit specified in the Benefits and Limits Table and does not limit the cost of dental treatment related with the Accident.
   6) transport of the Insured from the site of the Accident or Sudden Illness to the nearest appropriate medical facility (including also calling a doctor to the Insured) if the Insured is unable to use public transport; the afore-mentioned shall include an intervention by the mountain rescue service or transport by helicopter from the site of the Accident or Sudden Illness to the nearest appropriate medical facility if the Insured's health so requires.
   7) transport from a doctor to a medical facility or a medical facility to another specialist medical facility if the Insured's health so requires;
   8) medically reasonable transport from a medical facility to the place of stay if no public transport means can be used for that purpose;
   9) transport of the Insured back to his/her Country of Permanent Residence (repatriation) if the originally planned means of transport could not be used for medical reasons; a decision to repatriate the Insured shall be made by an Assistance Centre doctor on the basis of documents from the doctor who treated the Insured and other documents necessary to assess the Insured's health based on medical documentation.
   10) cost of transporting the Insured's body to the Countryof Permanent Residence and other necessary costs related to transporting and temporary storage of the body.
9. If the Insured is unable to return to his/her Country of Permanent Residence within the Term of Insurance as a result of an Insured Event, the Assistance Centre shall ensure transport of the Insured as soon as his/her health allows and the term of the Medical Insurance shall be automatically extended until the moment the external border of the Schengen Area is crossed.
10. The Insured acknowledges and agrees that the Insurer and the Assistance Centre are under no circumstances authorised to substitute bodies of the institutions that provide first aid at the site of the Insured Event.

Article 4. Conclusion and termination of the Insurance Contract, the right to Insurance benefits, the Term of Insurance, Insurance Premium

1. The Insurance Contract shall be concluded on the basis of an insurance contract application.
2. If the Insurance Contract is concluded through the Internet, detailed information on the process of concluding the Insurance Contract is contained in the Rules of Concluding Insurance Contracts Through the Internet, hereinafter referred to as the Rules, available on the website www.axa-assistance-insurance.eu/pl through which the Insurance Contract is concluded.
3. The Insurance Contract is concluded upon payment of the premium in the amount specified in the insurance contract application.
4. If the Policy Holder fails to pay the insurance premium by the date specified in the insurance contract application, the application shall become invalid and the insurance contract shall be deemed as not concluded.
5. The Insurer shall determine the amount of the insurance premium on the basis of the insurance premium tariff in force as of the date of conclusion of the Insurance Contract. Such premium shall correspond to the length of the Term of Insurance, the Insured's age, individual risk assessment and other circumstances that may have impact on the amount of the premium. The insurance premium, the amount of which is specified also in the policy, shall be paid in a single payment for the entire Term of insurance.
6. The insurance premium shall be deemed as made:
   1) when the account of the entity that provides payment services to the Insurer has been credited with the amount of the insurance premium if the Policy Holder pays the Insurance Premium to the Insurer,
   2) when the account of the entity that provides payment services to the Insurer's agent has been credited with the amount of the insurance premium if the Policy Holder pays the Insurance Premium to the Insurer's representative,
   3) when cash has been paid to the Insurer's agent if the Policy Holder pays the Insurance Premium in cash to the Insurer's agent,
   4) when the amount of the Insurance Premium has been sent to the Insurer's bank account by postal order; deemed as payment shall be the moment of executing a postal order at a post office into an appropriate account of the Insurer confirmed with a postal order document, the moment of executing an irrevocable bank payment order bank into the Insurer's account or the moment of paying the insurance premium to the Insurer in a documented and irrevocable manner.
7. If the premium is paid in a lower amount than indicated in the policy, the Insurance Contract shall not be concluded.
8. The Insurer shall be due the insurance premium for the entire Term of Insurance.
9. The insurance cover shall commence at 00:00 hrs on the day indicated in the policy as the start date of the Term of Insurance.
10. The Insurer's liability shall expire upon:
    1) complete depletion of the sum insured or limits for individual Insured Events;
    2) termination of the Insurance Contract.
11. The insurance contract shall terminate:
    1) upon the lapse of the Term of Insurance, at 23:59 hrs on the day indicated in the policy as the end date of the Term of Insurance;
    2) on the day following the Insurer's receipt of a declaration of renouncing an insurance contract concluded remotely, in accordance with the provisions of the Rules of Concluding Insurance Contracts Through the Internet, hereinafter referred to as the Rules, available on the website www.axa-as- sistance-insurance.eu/pl;
    3) if an insurance contract is concluded for longer than 6 months, the Policy Holder has the right to renounce the insurance contract within 30 days from its date, and if the Policy Holder is an entrepreneur - within 7 days from the date of conclusion of the insurance contract.
    4) on the day of the Insured's death.
12. If an insurance contract is terminated before the end of the Term of Insurance, the Policy Holder shall be entitled to a refund of the insurance premium for the period of unused insurance cover; the date from which such refund is calculated shall be:
    1) with respect to Paragraphs 11.2) and 11.3) of this Article 4 - the day following the Insurer's receipt of a declaration of renouncing the insurance contract,
    2) with respect to Paragraph 11.4) of this Article 4 – the Insured's death.
13. The amount of the insurance premium subject to a refund for the unused Term of Insurance shall be determined proportionally to the unused Term of Insurance.
14. Termination of the Insurance Contract before the end of the Term of Insurance shall not relieve the Policy Holder from the obligation to pay the premium for the period during which the Insurer provided insurance cover.
15. If the Policy Holder wishes to renounce or terminate the Insurance Contract and apply for a refund of the premium, the Policy Holder is obliged to furnish the Insurer with a written declaration regarding its renouncement or termination of the contract.
16. In the case of the Insured's death, the person applying for a refund of the premium shall be obliged to furnish the Insurer with an abridge copy of the Insured's death certificate, a document that confirms the applicant's right to inheritance and an application for a refund of the insurance premium.
17. Declarations of renouncing or terminating an insurance contract and application for refunds of insurance premiums shall be invalid unless submitted to

the Insurer in writing.

Article 5. Territorial reach of the Insurance, Insured persons

1. The Insurance shall cover Claims Events that occurred in the Schengen Area.
2. The Insurance shall not cover any Claims Events that occurred in:
   1) the Country of Permanent Residence of the Insured or
   2) a state where the Insured is covered under a public health insurance scheme, except when a specific Claims Event occurred in the Republic of Poland and the related treatment is provided in the Republic of Poland,
   3) a state where the Insured is staying illegally.
3. Under these GTC, the insurance may be concluded for Foreigners.

Article 6. Insurance Benefit, Deductible

1. The sum insured or the limit for specific types of benefits indicated in the Benefits and Limits Table shall be the upper limit of the Insurer's liability towards the Insured per one Insured Event. In addition to the above, the Benefits and Limits Table shows also the amount of deductible if such deductible has been established for the Insured.
2. The legitimacy of a claim and the amount of a benefit and compensation shall be established on the basis of a complete documentation specified in these GTC or a documentation indicated by the Insurer and submitted by the Insured, Beneficiary or a third party.
3. Guidelines for establishing the Insurer's liability:
   1) If an Insured Event occurs, a person filing a claim for an Insurance Benefit shall immediately inform the Insurer of that fact by submitting true explanations regarding the occurrence and effects of that event as well as third party rights and all other insurance contracts covering the same risks. Furthermore, the claiming person shall submit to the Insurer a complete documentation in accordance with these GTC. If the claiming person is not the Policy Holder or the Insured, the obligations set forth in this Paragraph shall be applicable also to the Policy Holder and the Insured. The Insurer reserves the right to verify the submitted documents.
   2) If a benefit is not due or is due in an amount other than specified in the claim, the Insurer shall communicate this fact in writing to either the claiming person or the person acting on his/her behalf and shall specify the circumstances or legal grounds that justify such complete or partial refusal to pay and advise on the possibility of asserting the claim in court.
   3) If a notification given in accordance with the preceding Paragraphs contains information relevant to the scope of the notified event which was intentionally misrepresented or falsified, or if such information was intentionally withheld, then the Insurer shall have the right to receive a refund of the costs that have been reasonably incurred in relation to investigating facts connected with such misrepresented or withheld information.
   4) At the Insurer's demand, in justified cases connected with determining the Insurer's liability, the Insured or Beneficiary (in the event of the Insured's death) shall be obliged to make available to the Insurer information regarding the Insured's health and agree to examine the Insured's health of causes of his/her death. If the Insured of Beneficiary do not agree to do so or withdraw their agreement granted in the course of the process of determining the Insurer's liability, and if doing so has a material impact on determining the amount of a relevant Insurance Benefit, the Insurer shall have the right to reduce the insurance benefit accordingly to the extent to which such lack of agreement/refusal has impact on the Insurer's liability to provide benefits.
   5) The facts referred to in the preceding Paragraph shall be determined on the basis of an examination conducted by a doctor designated by the Insurer. In such case, the Insurer shall cover the following costs:
      a) costs related to an assessment of the Insured's health or the medical examination;
      b) travel expenses (in the amount of a ticket for public bus or rail transport in 2nd Class);
      c) costs of preparing a medical report, if required.
   6) If the Insurer does not demand any medical assessment, examination or report, no costs related thereto shall be paid.
4. The Insurer shall pay the benefit up to the amount of the sum insured or limits applicable to specific events, however not more than the costs that the Assistance Centre could have incur while organising the aid itself.
5. The Insurer is obliged to pay due benefit within 30 days from its receipt of the Insured Event notification.
6. If it is impossible to establish the circumstances necessary to determine the Insurer's liability or the amount of a benefit within the date set forth in Paragraph 5 of This Article 6, then such benefit shall be paid within 14 days from the day on which it was possible to establish the circumstances with all due diligence, however the Insurer shall pay the undisputed portion of the benefit (in the light of the submitted documents) within the term specified in Paragraph 5 of this Article 6.
7. If the Insurer fails to pay a benefit within dates specified in the above Paragraphs, the Insurer shall be obliged to notify the claiming person or a person acting on his/her behalf in writing of the reasons for such failure.
8. In the event of the Insured's death, the legitimate benefit arising from Insured Events shall be paid by the Insurer to the Insured's heirs under a submitted death certificate and a decision regarding the right to inheritance.
9. At the claiming person's demand, the Insurer is obliged to make available information it holds that relates to the Insured Event and that represents the basis for determining the Insurer's liability, the circumstances of that event and the amount of the awarded benefit.
10. The benefit shall be paid in the currency in force in the Republic of Poland according to the average exchange rate of the National Bank of Poland as of the day of the Insured Event, except for direct payments to foreign health facilities, foreign injured parties or other foreign entities unless the GTC state otherwise.

Article 7. Recourse claims

1. Upon the day of payment of the benefit (compensation) by the Insurer, the Insurer's claims towards a third party responsible for the claim shall transfer onto the Insurer up to the amount of the benefit (compensation) paid. If the Insurer has covered only a portion of the claim, the Insured's claims shall have the priority over the Insured's claims regarding the remaining portion.
2. The Insurer's claims referred to in Paragraph 1 of this Article 7 against persons who are in the same household with the Insured or for which the Insured is responsible unless the perpetrator caused the claim intentionally.
3. The Insured shall assist the Insurer in asserting indemnity claims from persons responsible for the claim by submitting necessary information and documents and by taking actions necessary to assert recourse claims.
4. If the Insured waives a claim against a third party responsible for it or reduced the claim without the Insurer's approval, or fails to appropriately meet the obligations set forth in Paragraph 3 of this Article 7, the Insurer may refuse to pay the related benefit (compensation) and the Policy Holder shall have no right to a refund of the insurance premium.
5. If the waiver or reduction referred to in Paragraph 4 of this Article 7 is disclosed after the benefit (compensation) was paid, the Insurer may demand that the Insured return the entire benefit (compensation) paid or a portion thereof.

Article 8. Personal data processing

1. The administrator of personal data, including data subject to insurance secret, is Inter Partner Assistance S.A. Branch in Poland, seated in Warsaw at ul. Prosta 68. The data shall be processed for the purpose of implementation of the contract, for analytical purposes and for the purpose of direct marketing of own products and services.
2. Submission of the data is voluntary, but necessary to conclude the contract.
3. The person whose data has been given in the insurance contract application form shall have the right to access and update his/her data.

Article 9. Form and manner of legal acts and service of documents

1. No notifications, statements and applications aimed at amending or terminating the insurance contract shall be valid unless submitted in writing.
2. Notifications of an Insured Event addressed to the Assistance Centre shall be made by telephone; in accordance with instructions from the Assistance Centre, in particular regarding the submission of a completed and signed "Claim Event Notification" form, claims for insurance benefits shall also be in writing..
3. Correspondence regarding documentation related to determining the Insurer's liability may be delivered by electronic mail to the e-mail address of the Insurer or the claiming person, alternatively by fax to the fax number of the Insurer or the claiming person.
4. Documents that must be in writing shall be delivered to the other party in accordance with the provisions of this Article 9.
5. Written documents shall be delivered to the addressee by traditional mail to the address indicated in the policy or another address as may be specified by the policy holder or claiming person.
6. The parties are obliged to inform each other of every change of their addresses. All correspondence and contacts with the Insurer must be in Polish or English.

Article 10. Exclusions of the Insurer's liability

1. The Insurance shall not cover events in which the Insured:
   1) participates in trips or expeditions to destinations with extreme weather or climate conditions, or to vast uninhabited areas (e.g. a desert, an open sea);
   2) has failed to relieve the doctor in charge or another institution from the obligation to keep medical secrets to the extent necessary to determine the Insurer's liability.
2. The Insurer shall not be liable for an Insurance Event that results from:
   1) an intentional action of the Insured or a person who is in the same household as the Insured;
   2) a gross negligence on the part of the Insured unless the payment of the benefit is in accordance with the fairness under the given circumstances.
3. The Insurance shall not cover instances where a Claims Event occurred in relation with:
   1) hooligan behaviour of the Insured or criminal activity;
   2) the Insured's active or passive participation in a military conflict, peacekeeping missions, combat actions or hostilities;
   3) active or passive participation in rebellions, demonstrations, uprisings or unrest, public acts of violence, strikes or as a result of interventions or decisions made by public administration bodies;
   4) the Insured's active participation in an Act of Terror or preparations to an Act of Terror;
   5) a violation of regulations or means aimed at ensuring safety that have been issued by a given country, or when the Insured violated such safety regulations or failed to use the required protective means at the moment of the event (a helmet for horse riding, cycling, skiing or snowboarding, a helmet and a life jacket for water sports etc.) or did not have appropriate valid qualifications - e.g. a driving licence, recreational diving qualifications etc.;
   6) consequences of the Insured's intoxication after consumption of alcohol, drugs or other intoxicating substances, as well as psychotropic substances or medications with a similar effect – if the Insured was aware or should have been aware of such effects based on information on the packaging

or leaflet warning of the medication's influence on psychomotor function, provided that it had impact on the occurrence or aggravation of the claim;
7) performance of sports that are not included in the insurance cover, including:
   a. achievement-oriented performance of Ordinary Sports or Professional Performance of Sports or as part of participation in Publicly Organised Sport Events or preparations thereto;
   b. performance of High-Risk Sports;
   c. performance of Extreme Sports;
8) an action in relation with which the Insured failed to observe legal regulations in force in a given country;
9) performance of the function of a soldier, a police officer, a member of other uniformed services or other security units or services.

4. Furthermore, the Insurance shall not cover instances where a Claims Event:
   1) was caused by nuclear energy or nuclear-related hazards, or in relation therewith;
   2) was known at the time of concluding the Insurance Contract;
   3) occurred as a result of a suicide, attempted suicide or an intentional self-mutilation of the Insured;
   4) occurred during a trip started by the Insured after the World Health Organisation or a similar institution published their recommendation not to travel to the given country or region;
   5) was caused by chemical or biological contamination;
   6) occurred during the use of pyrotechnics or firearms;
5. In addition to the exclusions specified in the preceding Articles of these GTC, the Medical Insurance shall not cover instances:
   1) where medical care is related to a disease or injury that have occurred in the 12 months preceding the Term of Insurance or have occurred in the Country of Permanent Residence prior to the Insured's travel abroad, or are related to complications that occurred during treatment of a disease of injury not covered hereunder; of a health disorder whose symptoms occurred before the start of the Term of Insurance, even if it was not examined or treated by a doctor;
   2) where medical care is advised and appropriate but does not have to be immediately provided and may be provided on the return to the Country of Permanent Residence;
   3) where the travel is aimed at starting a treatment or continuing a previously started treatment;
   4) of treating symptoms related to addiction to alcohol or other substances, in accordance with Article 10 Paragraph 3 6);
   5) of an examination (including laboratory and ultrasonographic tests) performed to identify or abort pregnancy, any complications in compromised pregnancy, any complications after Week 26 of pregnancy, childbirth, diagnosing and treating infertility and artificial insemination as well as costs related to contraception and hormone treatment;
   6) of costs of dental care and related services in non-urgent cases, and costs of prostheses, crowns or jaw modifications, orthodontic apparatuses, bridges, removal of plaque or tartar or costs related to the treatment of dental decay;
   7) of mental disorders or diseases, psychotherapy and psychoanalysis;
   8) of treatment by a Close Person or by a person with no appropriate qualifications, as well as medical procedures performed outside medical care facilities, treatment performed with methods that are not accepted in the Republic of Poland or at the site of a Claims Event;
   9) of reimbursement of a rescue operation related to the search of the Insured Person if that person's life or health was not in danger;
   10) of purchase of medications issued without a doctor's written indication;
   11) of preventive vaccinations or consequences of a failure to have a compulsory vaccination before setting off abroad;
   12) of prophylactic tests, check-ups or tests or medical care not related to a Sudden Illness or Accident;
   13) rehabilitation, physiotherapy and therapeutic baths;
   14) of chiropractic treatment, training therapy or endurance training;
   15) of infectious venereal diseases, including HIV/AIDS infection;
   16) of preparation and repair of prostheses (orthopedic, dental), spectacles, contact lenses or hearing aids;
   17) of costs of orthosis, except when it is used under a decision by the doctor in charge as the only possible method of treating an injury, and then only in a basic version;
   18) of costs of above-standard care and services (i.e. reimbursement of costs of medical care and services that exceed the standard of the country in which the Claims Event occurred);
   19) of costs of supportive medications, vitamin preparations and dietary supplements;
   20) of costs of cosmetic surgery or aesthetic or plastic surgery;
   21) of complications related to non-compliance with a treatment regimen administered by the doctor in charge.
6. The Insurer shall not return the costs:
   1) incurred by the Insured or other persons to establish contact with the Insurer or the Assistance Centre;
   2) incurred on telephone calls, including roaming when calling abroad.

Article 11. Obligations of the Policy Holder

1. Within 7 days from the receipt of the policy, the Policy Holder shall notify the Insurer in writing of any discrepancies between the data included in the policy and the actual situation, particularly the data supplied by the Policy Holder in the Contract Application, and submit the correct data. On receiving the correct data, the Insurer shall update the policy accordingly and notify the Policy Holder by sending a notification regarding the updates to the address supplied by the Policy Holder.
2. The Policy Holder is obliged to submit to the Insurer true information requested from him/her before the conclusion of the insurance contract.
3. In the event that it becomes known that the circumstances referred to in Paragraph 1 of this Article 11 changed during the term of the insurance contract, the Policy Holder is obliged to report such changes to the Insurer immediately after becoming aware of such changes.
4. The Insurer shall not be liable for consequences of circumstances that have not been reported to the Insurer at the breach of the provisions of Paragraphs 1 or 2 of this Article 11. In the event that the provisions of Paragraphs 1 or 2 of this Article 11 have been breached as a result of wilful misconduct, it is agreed, for the avoidance of doubt, that the Insured Event and consequences thereof resulted from the circumstances referred to in the preceding sentence.
5. If the Policy Holder concludes insurance for a third party (the Insured), the Policy Holder is obliged to submit these GTC to the Insured and familiarise the Insured with the content of the insurance contract and the GTC, and to inform the Insured about his/her rights and obligations arising therefrom.
6. In the event that the insurance contract is concluded on a third party's account, the obligations set forth in the preceding Paragraphs of this Article 11 shall rest both on the Policy Holder and the Insured unless the Insured was not aware that the contract was concluded on his/her account.
7. The Policy Holder is obliged to inform the Insurer without undue delay of any changes to his/her address of residence or mailing address.
8. At the Assistance Centre's demand, the Policy Holder shall prove he/she has appropriately paid the insurance contribution in the amount specified in the policy (e.g. by producing a copy of his/her bank account statement).
9. If the Policy Holder is also the Insured, all obligations of the Insured shall apply also to the Policy Holder.

Article 12. Obligations of the Insured or a person filing a claim for an insurance benefit

1. The Insured shall make reasonable efforts to prevent the amount of the claim from increasing and reduce its consequences.
2. In the event of a Sudden Illness or Accident, the Insured shall immediately seek and comply with doctor's advice and - if the Insurer so requires - undergo, at the Insurer's cost, such medical tests as the Insurer may require.
3. The Insured's obligation arising from the provisions of this Article 12 shall also apply respectively to the person filing a claim for an Insurance Benefit.
4. If a Claims Event occurs, the Insured shall:
   1) immediately, prior to taking any action on his/her own account – however not later than 48 hours from the moment of the Claims Event - contact the Assistance Centre at +48 22 575 98 48;
   2) specify what kind of assistance he/she requires and in what circumstances and at what address he/she is;
   3) provide any available information necessary to determine his/her eligibility to receive Insurance Benefits, particularly the policy number, and the full name of the Insured;
   4) explain in detail the circumstances of the Claims Event, particularly its date and location;
   5) specify a contact phone number at which the Assistance Centre may reach the Insured.
5. If, for reasons beyond control of the Insured that resulted from the Claims Event, the Insured was unable to contact the Assistance Centre with a request for assistance before the provision of relevant services commenced, the Insured shall do so immediately after the said reasons ceased, but not later than within 7 days from the day on which these reasons ceased.
6. Furthermore, if a Claims Event occurs, the Insured shall:
   1) follow instruction of the Assistance Centre and effectively cooperate with the Assistance Centre by meeting the obligations set forth in the GTC;
   2) consult the transport referred to in Article 3 Paragraphs 8.7), 8.8), 8.9), 8.10) of these GTC with the Assistance Centre and follow the Centre's instructions;
   3) immediately report the Claims Event to the police at the site of the event if the event occurred in circumstances that indicate a crime or an offence, and submit a police report to the Insurer;
   4) after the Claims Event occurred, gather evidence that shows the scope of the Claims Event on the basis of an investigation conducted by the police or other investigative bodies, including a photographic or video footage, third party accounts etc.;
   5) grant the necessary powers of attorney and give true and complete answers to all questions asked by the Assistance Centre regarding the Claims Event and its consequences;
   6) cooperate with and enable the Assistance Centre to conduct any and all necessary actions to establish the circumstances of the Claims Event that are relevant to assessing the Insurance Claim and the amount thereof;
   7) authorise the Assistance Centre in writing request information and opinions from doctors in charge of the treatment as well as other persons and authorities regarding matters related to the Claims Event within the scope of the procedure to establish the insurance benefit;
   8) inform the Assistance Centre without any undue delay of a possible institution of criminal or other similar proceedings against the Insured in relation to the Claims Event and provide the Assistance Centre with true updates on the course and results of such proceedings;
   9) allow the Assistance Centre to access information regarding the Insured's health or cause of death by relieving the doctor in charge from the confidentiality obligation.
7. In his/her actions, the Insured shall follow relevant safety guidelines in force in a given country, including the use of appropriate means of personal protection

(a helmet for horse riding, cycling, skiing or snowboarding, a helmet and a life jacket for water sports etc.) and possession of the necessary, appropriate or generally accepted qualifications e.g. a driving licence, recreational diving qualifications etc.

8. At the Assistance Centre's demand, the Insured or the claiming person shall be obliged to secure, at their own cost, a sworn translation into Polish or English of documents necessary to determine the Insurer's liability in relation to the Claims Event.
9. If the Insured has concluded an insurance contract of the same or a similar nature also with another insurance company, the Insured is obliged to inform the Insurer of this fact.
10. Every claiming person shall be obliged to produce such documents as may be required by the Assistance Centre if such documents are relevant to determining the Insurer's liability to provide an insurance benefit and the scope and amount thereof.
11. The claiming person is obliged to submit the following documents to the Insurer: a copy of a complete medical documentation, original copies of bills and documents that confirm the payment for the received medical care, medications pre- scribed by the doctor (including a copy of the prescription) and transport as well as a copy of the police report (if the event was investigated by the police) along with such other documents as may be requested by the Assistance Centre.
12. If the Insured intentionally or as a result of gross negligence fails to meet any of the obligations arising from these GTC, and such failure had impact on the scope of the Insurer's liability or the amount of the benefit, the Insurer may reduce the amount of the benefit accordingly to such impact.

Article 13. Rights and obligations of the Insurer

1. In addition to its obligations arising from the Civil Code and other provisions under these GTC and the insurance contract, the Insurer shall be obliged to return documents requested by the Insured, except for original copies of proofs of payments under which the insurance benefit was provided.
2. In particular, the Insurer shall have the right to:
   1) verify the origin, course and scope of the Claims Event (including a request for witness accounts of persons involved in the event, expert opinions and other documents as may be required);
   2) demand and verify medical reports, medical documentation.
3. If the Insured breaches his/her obligations arising from these GTC, the Insurer shall have the right to reduce the insurance benefit accordingly.

Article 14. Complaint procedure

1. The complaint handling procedure described here sets out the principles for the lodging and examination of Complaints submitted by the Client, referring to services provided by the Insured, resulting from these Terms and Conditions, pursuant to the Act of 5 August 2015 on the procedure of complaint handling by financial service providers and Financial Ombudsman.
2. The complaint may be submitted to the Insurer's Quality Department::
   1) in written form:
      a. in person at the Insurer's office, or
      b. sent by letter to the address of the Insurer:
         Dział Jakości (Quality Department)
         Inter Partner Assistance Polska S.A.
         ul. Prosta 68
         00-838 Warsaw.
   2) in electronic form to the following e-mail address: quality@ipa.com.pl
3. The Complaint should contain the following information:
   1) full mailing address or
   2) e–mail address to which the reply should be sent,
   3) indication of the relevant Insurance Contract,
   4) description of the reported problem, subject and circumstances justifying the Complaint,
   5) expected actions.
4. If during the Complaint handling procedure it becomes necessary to obtain additional information, the Insurer must inform the Customer on this fact so that the Customer supplies all data and information required by the Insurer within the scope and for the purpose necessary for the Complaint processing.
5. The Insurer shall respond to the Complaint without undue delay, and in any case not later than within 30 days from the date of receipt of the Complaint. In order to observe the deadline, it is sufficient to mail the reply before its lapse.
6. In especially complex cases which make it impossible to examine the Complaint and respond to it within the timeframe referred to in section 5, the Insurer:
   1) explains the reason for delay,
   2) indicates circumstances which must be established to examine the case,
   3) defines expected deadline for examining the Complaint and for responding.
7. The Insurer's reply shall be sent to the mailing address indicated in section 3 item 1), unless the Client requested to receive the reply by electronic mail. In such case, the reply shall be sent by electronic mail to the e-mail address indicated in section 3 item 2).
8. The language to be used in all correspondence and contacts with the Insurer is Polish.
9. The insurance contracts to which these GTC apply are governed by the law of Poland.
10. All disputes resulting from or related to this insurance contract shall be settled by a competent court of general jurisdiction, or by a court relevant for the place of residence or the business seat of the Policyholder, the Insured or the Entitled under the insurance contract; and in case of claims pursued by a heir of the Insured or a heir of the Entitled under the insurance contract, by a court relevant for the place of residence of the heir of the Insured or the heir of the Entitled under the insurance contract.
11. Irrespective of the above, the Client may request the assistance of the Municipal or District (Poviat) Consumer Advocates and the Financial Ombudsman.
12. A Customer who is at the same time a consumer may apply to the Poviat (Municipal) Ombudsmen for Consumers, competent for a given venue. The Insurer is subject to the supervision of the Financial Supervision Commission.
13. Claims arising from the insurance agreement and this SIC are brought in compliance with general jurisdiction or by a court competent for the place of abode or seat of the Insuring Party or Insured Party or a beneficiary under the insurance agreement, inheritor of the Insured Party or inheritor under the insurance agreement.
14. There is a possibility of extrajudicial proceedings between a consumer living in the European Union Square and the Insurer to settle a dispute through the Internet Platform of the ODR capsule, at http://ec.europa.eu/consumers/odr/. E-mail address of the Insurer quality@ipa.com.pl.

These GTC were approved under the Regulation of the Chief Executive Officer of Inter Partner Assistance Branch in Poland No. 07/2017 dated 09.01.2017 and shall apply to insurance contracts that are concluded after or on 10.01.2017.

Jan Čupa
Chief Executive Officer
Inter Partner Assistance S.A. Branch in Poland

Benefits and limits table

		SUM INSURED / / LIMITS
		Schengen Area
Medical Insurance (MI)	Medical Insurance – sum insured (MI)	€
	- repatriation and transport	actual costs within MI sum insured
	- dentist care	€ 200