

## GENERAL CONDITIONS OF CANCELLATION INSURANCE

### GENERAL PROVISIONS

#### § 1

1. Based on these General Conditions of Insurance, hereinafter referred to as GCI, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as SIGNAL IDUNA Polska TU S.A., shall conclude with Policyholders insurance contracts covering costs of cancellation or interruption of participation in a travel event purchased from a travel agency, costs of unused services as well as costs of cancellation of a plane, ferry or coach ticket.
2. The insurance may be taken out in the following variants:
  - 1) RG - Cancellation,
  - 2) RGS - Cancellation,
  - 3) RGF - FLY Cancellation.
3. In agreement with the Policyholder additional provisions or ones differing from these GCI may be introduced to insurance contracts.
4. The differing provisions referred to in item 3 shall be made in writing and attached to the insurance contract in full wording, otherwise null and void.

### DEFINITIONS

#### § 2

1. **Plane, ferry, coach ticket** – a travel document issued by a carrier or on its behalf containing conditions of the contract, notifications and counterfoils concerning the trip or the passenger, provided that it is an international or domestic plane ticket, an international ferry or coach ticket. Such tickets must have been purchased in the territory of the Republic of Poland and issued for a trip starting in the territory of the Republic of Poland. Where a ticket is bought electronically, a confirmation bearing the ticket number and its price is deemed a travel document.
2. **Travel agency** – an entrepreneur having its registered seat in the territory of the Republic of Poland, organising trips or acting as an intermediary in the process of concluding contracts for provision of travel services.
3. **Neoplastic disease** – a sickness lying in an uncontrolled growth of tissue of a particular organ. The sickness can be of chronic character or it can appear with severe symptoms occurring suddenly.
4. **Chronic disease** – a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment.
5. **Deductible** – an amount determined as a percentage by which the amount of indemnity paid out by SIGNAL IDUNA Polska TU S.A. is reduced.
6. **Travel event** – at least two travel services forming a uniform program and covered by a common price if such services cover accommodation or last over 24 hours or if the program provides for a change of the place of stay. Travel events are also stays in rented holiday homes or apartments.
7. **Sudden disease** – morbid symptoms occurring suddenly which constitute a threat to the Insured's health or life, requiring immediate medical care, in consequence of which there the need to undergo a treatment.
8. **Consequence of a chronic/neoplastic illness**- intensification (acuition) of a chronic/ neoplastic disease occurring in a sudden way, requiring immediate medical assistance in relation to which treatment is necessary before or during a trip.
9. **Personal accident** – sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his/her will, has suffered a permanent bodily injury, health disorder or died.
10. **Next of kin** – spouse, common-law spouse, children (also adopted children), siblings, parents as well as a co-participant of the trip included in the same contract and staying at the same hotel and the same room with the insured person.
11. **Preterm birth** – birth when the baby is born sooner than in the 32 week of pregnancy.
12. **Policyholder** – a natural person, a legal person or an organisational entity not having the status of a legal entity concluding insurance contract and obliged to pay the premium.

**13. Insured** – a natural person residing in the Republic of Poland, as well as a foreigner staying in the territory of the Republic of Poland, for whom an insurance contract is concluded and who has bought a holiday or a plane ticket at a travel agency (tour operator, intermediary, travel agent) with registered seat in Poland.

**14. Beneficiary** – a person entitled to receive the benefit in the case of the Insured's death appointed by name by the Insured.

Where a beneficiary has not been appointed, the benefit shall be payable to the Insured's family members in the following order: spouse, children, parents, other statutory heirs.

## **CONCLUSION OF INSURANCE CONTRACT**

### **§ 3**

1. An insurance contract is concluded upon Policyholder's application.
2. An insurance contract may be concluded at the latest 5 days from the date of concluding the contract for participation in a travel event (of making the entire or partial (advance) payment) or purchasing a plane, ferry or coach ticket. Where less than 30 days are left till the start of a travel event or the day of starting trip, an insurance contract can only be concluded on the date of concluding a contract for participation in a travel event or the date of purchasing a plane, ferry or coach ticket.
3. The original of the contract for the Insured's participation in a travel event or a plane, ferry or coach ticket are documents necessary to conclude an insurance contract.
4. An insurance contract can be concluded as an individual or a group one.
5. A group contract applies if it covers all participants of the travel event with one scope of insurance with the same premium and sum insured.
6. The Policyholder is responsible for keeping a list of persons referred to in item 5, made according to the specimen determined by SIGNAL IDUNA Polska TU S.A., attach it to the policy or make available to SIGNAL IDUNA Polska TU S.A. on its request..
7. An insurance contract may be concluded by a third party (Policyholder) for the benefit of an Insured.
8. SIGNAL IDUNA Polska TU S.A. confirms the conclusion of an insurance contract by issuing an insurance document i.e. a policy.

## **SUM INSURED AND INSURANCE PREMIUM**

### **§ 4**

1. In the case of RG and RGS insurance the price of a travel event specified in a contract concluded between the Policyholder and a travel agency shall be the sum insured.
2. The sum insured for RGF variant shall be the price of plane, ferry or coach ticket with the reservation that the ceiling of SIGNAL IDUNA Polska TU S.A.'s liability shall be PLN 4,000.
3. Insurance premium shall be calculated depending on:
  - 1) variant of insurance,
  - 2) sum insured (price of travel event or a plane, ferry or coach ticket),
  - 3) rate of premium determined in the tariff and binding as at the date of concluding contract.

## **INSURANCE PERIOD**

### **§ 5**

1. Insurance coverage shall commence on the day following the day of concluding insurance contract (the date of policy issue and premium payment).
2. Insurance coverage shall end on the date of the end of the travel event but not later than the date of expiry of the insurance period specified in the insurance contract. The date of terminating a travel event is specified in the contract between the Insured and the travel agency. In the case of insurance of costs of cancellation of a plane, ferry or coach ticket, insurance protection ends the moment of the Insured's boarding on the plane, ferry or coach.

3. Insurance coverage shall expire the moment of reporting cancellation or interruption of a travel event or cancellation of a plane, ferry or coach ticket resulting in payment of indemnity by SIGNAL IDUNA Polska TU S.A.

## **TERMINATION OF INSURANCE CONTRACT**

### **§ 6**

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall be entitled to withdraw from the insurance contract within 30 days from the date of concluding the contract or changing its conditions – for natural persons and within 7 days in the case of entrepreneurs. Withdrawal from the contract shall not release the Policyholder from the obligation to pay the premium for the time during which SIGNAL IDUNA Polska provided insurance protection.
2. Withdrawal from the contract within the deadline provided for by statutory law shall not entail deduction of handling charges.
3. The premium for the unused period of insurance shall be returned without deducting handling charges.
4. Rights and duties arising from the insurance contract shall pass on a person appointed by the Insured or Policyholder who, upon travel agency's consent, shall replace the Insured on a travel event provided that the Policyholder notifies SIGNAL IDUNA Polska TU S.A. thereof not later than at the start of the event unless an occurrence referred to in § 7 item 3 took place before and a claim has been reported to SIGNAL IDUNA Polska TU S.A. under this contract. A change of the insured person must be confirmed by issuing a new policy (in the case of individual insurance) or changing the list of insured persons (in the case of group insurance). The provisions of point 5 shall not apply to the costs of cancellation of a plane, ferry or coach ticket.

## **SUBJECT OF INSURANCE**

### ***VARIANT RG Cancellation***

### **§ 7**

1. The subject of insurance shall be costs of cancellation or interruption of participation in a travel event – due to fortuitous events specified in item 3, independent from the Insured.
2. The costs of cancellation of a travel event shall include payments provided for in a written contract concluded with a travel agency incurred by the Policyholder in relation with withdrawing from a travel event before it started.
3. SIGNAL IDUNA Polska TU S.A. shall reimburse the fees paid by the Policyholder in relation with the cancellation only where the cancellation is a result of:
  - 1) Personal accident, pre-term birth, sudden disease of the Insured – if these make the Insured's participation in the event impossible, or the Insured's death,
  - 2) Serious loss in the Insured's property resulting from fire, natural disasters, an offence making necessary legal and administrative actions requiring the Insured's presence,
  - 3) Personal accident, preterm birth, sudden illness or death of the Insured's next-of-kin,
  - 4) Death, personal accident, preterm birth or sudden illness of a person accompanying the Insured during the event and indicated by the Insured when signing the contract with travel agency, only if the contracts refers to holiday house or flat (apartment) lease, and the price of lease is determined as a total for a given number of people. The number of reported persons may not be higher than admitted by the contract with a travel agency.
4. The costs of interruption of participation in a travel event shall mean additional costs of return journey, constituting the difference between the costs of transport provided based on the contract with the travel agency and costs of transport related with earlier return from the event.
5. SIGNAL IDUNA Polska TU S.A. shall reimburse additional costs of return transport corresponding with the standard of transport services provided for in the contract with the travel agency. The costs of transport shall only be reimbursed where the contract with a travel agency covers return journey.

6. SIGNAL IDUNA Polska TU S.A. shall reimburse additional costs of return transport if the Insured's participation in the travel event specified in the contract may not be continued as planned due to the reasons referred to in item 3.

#### ***VARIANT RGS Cancellation***

##### **§ 8**

1. The subject of insurance shall be costs specified in § 7 item 2 and, upon payment of additional premium, costs of unused travel services in the event of interruption of participation in a travel event.
2. Unused travel services shall mean unused part of services provided for in the contract with the travel agency expressed as a percentage of the price of a travel event.
3. SIGNAL IDUNA Polska TU S.A. shall reimburse unused travel services if participation in a given travel event is interrupted due to reasons mentioned in § 7 item 3.

#### ***VARIANT RGF - Fly Cancellation***

##### **§ 9**

1. The subject of insurance shall be costs with which the Insured is charged by the carrier in relation with cancellation of a plane, ferry or coach ticket before the plane, coach or ferry journey is started in the territory of the Republic of Poland according to the departure date specified on the first counterfoil of the ticket.
2. The insurance shall cover plane tickets on domestic and international itineraries as well as ferry and coach tickets on international itineraries purchased in the territory of the Republic of Poland via a travel agency.
3. SIGNAL IDUNA Polska TU S.A. shall reimburse payments made by the Insured in relation with cancellation of a plane, ferry or coach ticket for reasons specified in § 7 item 3.

#### **LIMITATIONS OF LIABILITY**

##### **§ 10**

1. SIGNAL IDUNA Polska TU S.A.'s liability shall not cover losses resulting from causes specified in § 7 item 3, if they arose in the case of:
  - a) Consequences of a chronic, neoplastic disease diagnosed in the Insured or his/her next of kin before the insurance contract was concluded, mental disturbances, depressions, congenital defects (in the case of consequences of a chronic or neoplastic disease diagnosed in the Insured it is possible to cover them with SIGNAL IDUNA Polska TU S.A.'s liability upon payment of additional premium),
  - b) Intentional action of the Insured or his/her next of kin, attempt of or committing a suicide or an offence,
  - c) Consumption of alcohol, drugs or other intoxicants by the Insured or his/her next of kin, ,
  - d) Accidents, if the Insured or his/her next of kin was driving a vehicle or another means of transport not having the required licence or being under the influence of alcohol or other intoxicants,
  - e) Hostilities (state of emergency), martial law, acts of terror, acts of sabotage and the Insured or his/her next of kin's participation in riots, commotions, strikes, actions of protest, road blocks and scrimmaging.
2. SIGNAL IDUNA Polska TU S.A. shall not be liable if the Insured obtains benefit under another insurance contract or from other institutions in relation with the same event.
3. SIGNAL IDUNA Polska TU S.A. shall not reimburse additional costs incurred by the Insured in relation with reporting cancellation or interruption of participation not covered by the price of the event (visas, phone calls etc.). Additional costs related with cancellation of a plane, ferry or coach ticket, e.g. costs of visa shall not be reimbursed either.
4. In the case of insurance of costs of cancellation of a plane, ferry or coach ticket, SIGNAL IDUNA Polska TU S.A.'s liability shall also not cover losses related with:
  - 1) Cancellation of tickets for charter flights,

- 2) Lack of or impossibility to have a vaccination or any other preventive procedures related with the planned trip done.

## **PROCEEDINGS IN CASE OF CANCELLATION OR INTERRUPTION OF PARTICIPATION IN A TRAVEL EVENT OR CANCELLATION OF A PLANE, FERRY OR BUS TICKET**

### **§ 11**

1. In the case of cancellation or interruption of participation in a travel event or cancellation of a plane, ferry or coach ticket, the Insured shall be obliged to:
  - 1) Make every effort to minimize costs related with cancellation. To this purpose, the Insured shall notify the travel agency thereof and submit documents required for cancellation immediately after obtaining such information him/herself, but not later than within 2 (two) days of the date of the event referred to in § 7 item 3, ,
  - 2) Submit to SIGNAL IDUNA Polska TU S.A. (directly or via the agency) within 7 days of the date of notifying the travel agency the documents confirming the grounds for filed claim including:
    - a) Policy and contract of participation in a travel event for RG and RGS variant or a plane, ferry or coach ticket or an invoice for such a ticket (in the case of an electronic ticket) for the RGF variant,
    - b) Declaration on having submitted to a travel agency a cancellation of a travel event or on interruption of participation or on cancellation of a plane, ferry or coach ticket certified by the travel agency,
    - c) A certificate (receipt) from the travel agency about the amount of deductions due to cancellation or interruption of participation in a travel event or cancellation of a plane, ferry or coach ticket,
    - d) Original invoices and payment receipts for return transport in the case of interruption of participation in the travel event,
    - e) Medical documentation required by SIGNAL IDUNA Polska TU S.A., concerning the treatment provided together with test results, confirming the necessity of cancellation or interruption of participation in a travel event or cancellation of a plane, ferry or coach ticket, a sick note, a medical certificate on the Insured or a next of kin's sudden disease or personal accident,
    - f) A certificate from the police on loss in property due to reasons specified in § 7.3.2,
  - 3) Release other insurance companies, authorities and doctors treating him/her from professional secrecy towards SIGNAL IDUNA Polska TU S.A.
  - 4) Submit to examination by a doctor appointed by SIGNAL IDUNA Polska TU S.A.. SIGNAL IDUNA Polska TU S.A. shall cover the costs related with such examination, including those related with the Insured's loss of remuneration for the day.
2. If the Insured fails to fulfil any of the duties referred to in item 1 as a result of intentional fault or through gross negligence, SIGNAL IDUNA Polska TU S.A. shall be entitled to reduce the payment of indemnity accordingly if such infringement resulted in increase of loss or made it impossible to determine the circumstances and results of an insurance event.

## **DETERMINATION AND PAYMENT OF BENEFIT**

### **§ 12**

1. Within 7 days of the date of obtaining notification about a loss event covered by insurance protection, SIGNAL IDUNA Polska TU S.A. shall inform the Policyholder and the Insured thereof, carry out proceedings concerning the actual status of the event, grounds for filed claims and amount of indemnity, and shall inform the Policyholder, the Insured or the Beneficiary under the insurance contract in writing or electronically about documents necessary to determine the indemnity.
2. Determining the grounds for and the amount of indemnity shall be based on proofs provided by the Insured or by the Beneficiary; however SIGNAL IDUNA Polska TU S.A. shall be entitled to verify them and consult experts.
3. The amount of indemnity paid out in the case of cancellation of participation in a travel event shall depend on the date of reporting such cancellation to the travel agency in relation to the starting date of the event and shall equal the amount of deductions made by the travel agency on the basis of the conditions of the travel agency concerning cancellation of participation in travel events included in the contract of participation in an event.
4. The amount of indemnity paid out for unused travel services shall be determined as a percentage of the price of the event i.e. a proportion between the number of days following the day of interruption of

participation till the last day of the event and the total duration of the event provided for in the contract with the travel agency.

5. The amount of indemnity paid out in the case of cancellation of a plane, ferry or coach ticket shall depend on the price of such ticket and the date of reporting cancellation at the travel agency, and it corresponds with the amount of deductions made by the carrier.
6. A 20% deductible, but not less than PLN 50, shall be deducted from each indemnity paid out under the insurance contract.
7. The sum insured specified in § 4 items 1 and 2 shall be the ceiling of indemnities paid out under cancellation or interruption of participation in a travel event or cancellation of a plane, ferry or coach ticket.
8. If the reason for applying for indemnity under costs of cancellation or interruption of participation in a travel event or cancellation of a plane, ferry or coach ticket is the Insured's death, the benefit shall be paid out to the beneficiary referred to in § 2 point 3.
9. The benefit shall be paid out in PLN.

### **§ 13**

1. SIGNAL IDUNA Polska TU S.A. shall pay out indemnity within 30 days of reporting the claim.
2. If it is impossible to clarify the circumstances necessary to determine the liability or the amount of liability of SIGNAL IDUNA Polska within the time limit specified in item 1, the indemnity shall be paid within 14 days of the date on which, applying due diligence, the circumstances are explained. However, the unquestionable part of indemnity shall be paid by SIGNAL IDUNA Polska within the time limit specified in item 1.
3. If the payment is not justified, SIGNAL IDUNA Polska TU S.A. shall notify the Insured thereof in writing as specified in item 1 indicating the circumstances and legal grounds justifying the refusal of indemnity payment.
4. SIGNAL IDUNA Polska TU S.A. shall notify the Insured of the amount of granted indemnity in writing.

### **WAY OF EXAMINING APPEALS, COMPLAINTS AND REQUESTS**

#### **§ 14**

1. The Beneficiary shall be entitled to appeal from SIGNAL IDUNA's decision concerning the scope of granted benefit or refusal to grant one to the Management Board of SIGNAL IDUNA Polska TU S.A.
2. The appeals shall be examined within 30 days of the receipt thereof.
3. Furthermore, in case of matters other than the ones referred to in item 1, the Policyholder or the Insured may file complaints with SIGNAL IDUNA.
4. The complaints shall be examined within 30 days of the receipt thereof and the person who files one shall be notified of the result without delay.
5. The contents of a letter shall be the basis for qualifying it as an appeal or a complaint.
6. An action for claims under an insurance contract may be brought either on the basis of the general provisions or before a court competent for the place of residence or registered seat of the Policyholder or the Insured.

### **RECOURSE CLAIMS**

#### **§ 15**

1. As of the date of indemnity payment the Insured's claims against a third party responsible for loss by virtue of law pass on SIGNAL IDUNA Polska TU S.A. up to the amount of indemnity.
2. Should SIGNAL IDUNA Polska TU S.A. cover a part of loss only, the Insured's claims shall have precedence over SIGNAL IDUNA Polska TU S.A.'s.
3. The Insured's claims against persons with whom the Insured lives in one household shall not pass on SIGNAL IDUNA Polska TU S.A., unless the loss was inflicted intentionally.

4. If the Insured waives his/her claims against a third party responsible for a loss or limits them without SIGNAL IDUNA Polska TU S.A.'s consent, SIGNAL IDUNA Polska TU S.A. may refuse to pay out indemnity or reduce it.
5. If the waiver or limitation or claims is revealed after indemnity has been paid out, SIGNAL IDUNA Polska TU S.A. may demand from the Insured a return of the entire amount or a part of paid indemnity.

## **FINAL PROVISIONS**

### **§ 16**

1. Any notifications and representations of the Insured, Policyholder, Beneficiary and person filing a claim in relation with the insurance contract should be submitted in writing upon receipt or sent by registered mail.
2. If the Insured, Policyholder, Beneficiary or person filing a claim changes his/her/its address or registered seat and fails to notify SIGNAL IDUNA Polska TU S.A. thereof, it shall be deemed that SIGNAL IDUNA Polska TU S.A. has fulfilled its duty of notification or representation if a letter is sent to the last known address of the Insured. If the Insurer changes address or registered seat and fails to notify the Policyholder and Insured persons thereof, it is deemed that the Policyholder and Insured person have fulfilled their duty of notification or representation if the letter is sent to the last known address of the Insurer.
3. The provisions of the Civil Code and the Act on Insurance Activity dated 22nd May 2003 (Official Journal Dz.U. no 124, item 1151 dated 16th July 2003) shall apply to matters not regulated by these GCI.
4. These GCI were approved by a resolution of the Management Board of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. no 51/Z/2007 dated 7<sup>th</sup> September 2007 and shall apply to insurance contracts concluded as of 1<sup>st</sup> October 2007.

President of the Management Board  
Alojzy Choda

Vice President of the Management Board  
Leszek Gierada