



General Terms and Conditions of Comprehensive  
Insurance of Foreigners Temporarily Staying in the  
Territory of the Republic of Belarus

**Elitar Partner**

effective as of January 1, 2016.



Ubezpieczenie  
**Elitar Partner**





**Information under the Ordinance of the Minister of Finance on the manner of drawing up information to be contained in draft contracts used by insurance companies.**

1. Prerequisites for payment of compensation and other benefits are described in §14 of the GTC, §15 of the GTC, §16 of the GTC, §17 of the GTC, §18 of the GTC and §19 of the GTC.
2. Any limitations and exclusions of liability of the insurance company giving right to refuse the payment of compensation and other benefits or their reduction are defined in §7 of the GTC.



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# General Terms and Conditions of Comprehensive Insurance of Foreigners Temporarily Staying in the Territory of the Republic of Belarus

## Elitar Partner

approved by the Resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A.

no. 10/12/15 dated December 8, 2015

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effective as of January 1, 2016.

### § 1. General provisions

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1. Under these **General Terms and Conditions of Comprehensive Insurance of Foreigners Temporarily Staying in the Territory of the Republic of Belarus - Elitar Partner**, hereinafter referred to as the GTC, Towarzystwo Ubezpieczeń Europa Spółka Akcyjna, with its registered office in Wrocław, hereinafter referred to as the insurer, concludes insurance contracts with the policyholders in accordance herewith.
2. Under these GTC, insurance coverage concerns events that have occurred in the territory of the Republic of Belarus.
3. Under these GTC, an insurance contract may be concluded in the **Standard/Standard MRG** variant, the **Standard Plus/Standard Plus MRG** variant, as well as the **Optimum/Optimum MRG** variant, the MRG abbreviation meaning a variant intended for the persons moving within the local border traffic as per the Agreement between the Government of the Republic of Poland and the Government of the Republic of Belarus on the principles of the local border traffic of February 12, 2010.
4. Insurance in the **Standard/Standard MRG** variant covers the following:
  - 1) insurance of medical expenses,
  - 2) insurance of travel assistance,
5. Insurance in the **Standard Plus/Standard Plus MRG** variant covers the following:
  - 1) insurance of medical expenses,
  - 2) insurance of travel assistance,
  - 3) accident insurance,
  - 4) travel luggage insurance.
6. Insurance in the **Optimum/Optimum MRG** variant covers the following:
  - 1) insurance of medical expenses,
  - 2) insurance of travel assistance,
  - 3) accident insurance,
  - 4) luggage insurance,
  - 5) insurance of costs of search and rescue.
7. In the case of an insured person traveling by car to the Republic of Belarus, an **option of Car Assistance** insurance may be added to the aforementioned variants.
8. The GTC shall also apply to the conclusion of insurance contracts using means of distance communication and in accordance with the regulations on the provision of services by electronic means.

### § 2. Definitions

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Under these GTC, the terms used herein shall have the following meaning:

- 1) **vehicle breakdown** - each fortuitous event that has occurred in the territory of the Republic

of Belarus caused by internal reasons of mechanical, electrical, and electronic origin, including a factory installed and non-factory installed alarm failure, either pneumatic or hydraulic one, resulting in immobilization of an insured vehicle;

- 2) **luggage** – items owned by the insured person and remaining in the insured person's possession during his/her stay in the territory of the Republic of Belarus;
- 3) **Emergency Call Center** – an organizational unit providing, on behalf of the insurer, insurance benefits to which the insured person is entitled in accordance herewith;
- 4) **mental illness** – a disease classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as mental and behavioral disorders (ICD code: F00–F99) as well as depression and neurosis;
- 5) **burglary** – taking of property after removal of existing security measures by means of physical force or tools leaving traces, by means of a forged key or a master key or by means of the genuine key acquired by the perpetrator as a result of breaking into other premises or robbery;
- 6) **outpatient treatment** – provision of medical assistance in an outpatient clinic, hospital or another medical facility for maximum 24 hours, involving qualified medical and nursing staff providing medical diagnostic and treatment services;
- 7) **hospitalization** – treatment in an inpatient clinic lasting for at least 24 hours, involving qualified medical and nursing staff providing 24-h diagnostic and treatment services for the sick;
- 8) **sudden illness** – sudden acute condition occurred during the insured person's stay in the territory of the Republic of Belarus, independent of the insured person's will, threatening the health or life of the insured person, requiring immediate medical care, making it necessary to undergo treatment during the stay in the Republic of Belarus;
- 9) **accident** – sudden event beyond the insured person's will resulting from an external cause that has occurred in the territory of the Republic of Belarus, independent of any disease, constituting a direct and exclusive cause of the occurrence of an insurance event;
- 10) **close relative** – spouse, partner, children, siblings, parents, grandparents, parents-in-law, grandchildren;
- 11) **robbery** – taking of property by physical violence or threat of immediate physical violence against the insured person or close relative, or, as the case may be, including rendering the insured person unconscious or helpless;
- 12) **permanent health impairment** - a bodily injury of the insured person caused by an accident covered by insurance, where permanent bodily injury shall mean the permanent loss of the structure or function of an organ or limb as determined according to Table No. 2 contained in § 6;
- 13) **policyholder** – a natural person, legal person or unincorporated entity that concludes an insurance contract with the insurer under the terms specified herein, obliged to pay the premium;
- 14) **insured person** – a person with insurance coverage under the terms specified herein;
- 15) **insured vehicle** – car, van or truck with a load-carrying capacity of up to 2 tons not older than 10 years as from the production year, permitted for traffic on public roads and having a valid roadworthiness test certificate, traveled in by the insured person in the territory of the Republic of Belarus, which the insured person owns or to the use of which the insured person is entitled;
- 16) **beneficiary** – a person entitled to receive the insurance benefit in the event of the insured person's death, specified by name by the insured person; if the beneficiary is not specified or if the beneficiary is dead on the date of death of the insured person or if the beneficiary has lost the right to the insurance benefit, the insurance benefit shall be due to the members of the insured person's family in the following order:
  - a) spouse,
  - b) if there is no spouse, the benefit is apportioned equally to children,
  - c) if there are no spouse and children, the benefit is apportioned equally to parents,
  - d) if there are no spouse and children and parents, the benefit is apportioned equally to siblings,
  - e) if there are no persons mentioned above, statutory heirs are the ones entitled;
- 17) **vehicle immobilization** – condition of the vehicle used by the insured person that, due to an accident, breakdown or theft of its parts or accessories, prevents use of the vehicle on public



roads;

- 18) vehicle accident** – destruction of or damage to the insured car due to:
- a) a traffic collision involving other vehicles or participants of road traffic,
  - b) other road accidents occurred due to sudden impact of a mechanical force at the moment of collision of the vehicle with other vehicles, persons, as well as animals or objects from outside the vehicle,
  - c) damage caused by third parties,
  - d) fire, explosion, hurricane, hail, lightning strike, flood, land slide or land subsidence, avalanche or other forces of the nature, sudden impact of an external thermal and chemical agent from outside the vehicle.

### **§ 3. Insurance contract**

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1. The insurance contract shall be concluded upon request of the policyholder.
2. The insurance contract shall be deemed to be concluded upon the acceptance of the offer by the policyholder.
3. The conclusion of the insurance contract shall be confirmed with an insurance policy.
4. The policyholder may conclude the insurance contract for the benefit of a third party, including a group insurance contract.

### **§ 4. Insurance premium**

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1. The insurance premium shall be paid by the policyholder.
2. The amount of the insurance premium shall be indicated after the policyholder submits the following information:
  - 1) scope of insurance,
  - 2) insurance variant,
  - 3) sum insured,
  - 4) liability period duration,
  - 5) number of insured persons.
3. The premium should be paid simultaneously with the conclusion of the insurance contract, no later than on the contract conclusion date, unless the parties agree otherwise in the contract.
4. The premium shall be specified and collected in PLN.
5. The premium shall be paid in cash or in cashless form.
6. If the premium is paid in cash, the date of payment of the premium shall be deemed to be the time of payment to an authorized representative of the insurer.
7. If the premium is paid by transfer to the insurer's bank account, the date of payment of the premium shall be date of the transfer.
8. If the premium is paid using a payment card or through a website, the date of payment of the premium shall be deemed to be the date of payment authorization.
9. After an extra premium is paid, the coverage shall be extended by the Car Assistance insurance option.
10. The insurer applies premium discounts for groups of 10 or more persons.

### **§ 5. Insurance period and liability period**

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1. The insurance period shall be indicated in the insurance contract.
2. The insurer's liability (insurer's liability period), subject to sections 3 and 4, shall begin on the date indicated in the insurance contract as the starting date of the insurance period, but in any case not sooner than the payment of the insurance premium, unless agreed otherwise.
3. Subject to section 2, the insurer's liability shall start no sooner than when the border of Poland and/or the country of residence is crossed upon departure to the Republic of Belarus, and it shall end when the border of Poland and/or the country of residence is crossed upon return, but in any case not later than midnight of the last day of the insurance period indicated in the contract as the end date of the insurance period.
4. If the insurance contract is concluded for the benefit of an insured person staying outside of

Poland, the insurer's liability shall start upon the lapse of 2 days (waiting period) from the day following the conclusion of the insurance contract and payment of the premium – the premium shall be calculated only for the period of the provided insurance coverage.

5. Irrespective of section 3, the insurer's liability shall expire:
- 1) upon exhaustion of the sum insured / guaranteed sum,
  - 2) upon withdrawal from the insurance contract by the policyholder,
  - 3) upon lapse of the insurance period specified in the insurance contract,
  - 4) upon the death of the insured person,
  - 5) accordingly pursuant to § 7 section 2,
- depending on which of the aforementioned events occurs first.

## **§ 6. Sum insured**

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1. The sum insured shall be the insurer's liability limit.
2. The sum insured shall be fixed and shall not change during the insurance period, subject to section 3.
3. Upon the payment of the insurance benefit, the sum insured shall be reduced each time by the amount of the provided insurance benefit.
4. The sums insured and liability limits in the individual insurance variants are specified in Table No. 1:

Table No. 1

| Scope of insurance   | The sum insured and liability limits   |   |   |
|--|--|---|---|
|  | Standard/ Standard MRG*  | Standard Plus/ Standard Plus MRG*   | Optimum/ Optimum MRG*   |
| Insurance of medical expenses (KL symbol)  | EUR 10,000   | EUR 20,000  | EUR 30,000  |
| including the costs of dental treatment  | EUR 80   | EUR 100   | EUR 200   |
| including the costs treatment related to pregnancy   | EUR 80   | EUR 100   | EUR 200   |
| Insurance of travel assistance   | up to the amount of the sum insured under the KL policy  |   |   |
| including transport of the insured person from the place of becoming ill or occurrence of accident to a hospital   | up to the amount of the sum insured under the KL policy  |   |   |
| including transport of the insured person between hospitals  | up to the amount of the sum insured under the KL policy  |   |   |
| including transport of the insured person from a hospital to the place of temporary stay in the territory of the Republic of Belarus   | up to the amount of the sum insured under the KL policy  |   |   |
| including transport of the insured person to Poland or to a hospital in Poland   | up to the amount of the sum insured covering the medical expenses  |   |   |
| including transport of the remains to Poland   | up to the amount of the sum insured covering the medical expenses  |   |   |
| including coverage of the autopsy costs  | up to the amount of the sum insured under the KL policy  |   |   |
| including the medical helpline   | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including transport of the insured family members to Poland in case of the insured person's death  | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including hiring a substitute driver   | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including transport of the insured children  | not applicable   | EUR 300   |   |
| including the costs of a visit of a close relative   | not applicable   | EUR 45 per day for the maximum of 5 days                                    |   |
| including the purchase and delivery of orthopaedic equipment   | not applicable   | EUR 80  |   |
| including hospital care for the insured person   | not applicable   | EUR 45 per day  |   |
| including notifying  | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including providing information to the extent of the lost documents  | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including providing information on law firms   | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| including medication supply  | not applicable   | up to the amount of the sum insured under the KL policy                     |   |
| Accident insurance: health impairment  | not applicable   | included in the sum insured under the KL policy and as per Table No. 2      | included in the sum insured under the KL policy and as per Table No. 2      |
| Accident insurance: death  | not applicable   | included in the sum insured under the KL policy and not exceeding EUR 1,500 | included in the sum insured under the KL policy and not exceeding EUR 2,000 |
| Insurance of travel luggage  | not applicable   | included in the sum insured under the KL policy and not exceeding EUR 300   | included in the sum insured under the KL policy and not exceeding EUR 500   |
| Insurance of costs of search and rescue  | not applicable   |   | included in the sum insured under the KL policy and not exceeding EUR 4,600 |
| Car Assistance option: after paying an extra premium   | included in the sum insured under the KL policy and not exceeding the value of the benefits described hereinbelow: |   |   |
| including re-mobilizing the vehicle at the accident site or towing it to the nearest auto repair shop, garage, parking lot or repairation of the vehicle to the nearest Polish border crossing point | EUR 115  |   |   |
| including the costs of placing the vehicle on a secure parking lot   | EUR 40 maximum 2 days  |   |   |

|   |   |
|---|---|
| Including accommodation of the driver and passengers of the insured vehicle for the duration of the repair  | EUR 45 per person per day for the maximum of 2 days     |
| Including information services related to the breakdown, immobilization and accident of the insured vehicle | up to the amount of the sum insured under the KL policy |

\*MRG abbreviation means local border traffic

5. As part of the accident insurance, the following benefits shall apply:
- 1) benefit due to the insured person's death, occurred as a result of an accident, in the amount of **EUR 1,500** in the **Standard Plus/Standard Plus MRG** variant and **EUR 2,000** in the **Optimum/Optimum MRG** variant,
  - 2) benefit due to a permanent bodily injury of the insured person being a consequence of an accident - for the types of a permanent bodily injury listed in Table No. 2 and in the amount specified therein:

Table No. 2: amount of the insurance benefit due to permanent health impairment

| Type of the permanent health impairment | Amount of the insurance benefit |           |
|---|---------------------------------|-----------|
|   | Right                           | Left      |
| Loss of an upper limb                   | EUR 1,100                       | EUR 1,100 |
| Loss of a forearm                       | EUR 1,000                       | EUR 1,000 |
| Loss of a hand                          | EUR 900                         | EUR 900   |
| Loss of a finger except for a thumb     | EUR 100 for each finger         |           |
| Loss of a thumb                         | EUR 300                         |           |
| Loss of all fingers                     | EUR 800                         |           |
| Loss of a lower limb                    | EUR 1,100                       |           |
| Loss of a lower leg                     | EUR 900                         |           |
| Loss of a foot                          | EUR 800                         |           |
| Loss of a big toe                       | EUR 150                         |           |
| Loss of a toe except for a big toe      | EUR 50 for each toe             |           |
| Loss of all toes                        | EUR 400                         |           |
| Complete loss of sight                  | EUR 1,500                       |           |
| Loss of sight in one eye                | EUR 500                         |           |
| Complete loss of speech                 | EUR 1,500                       |           |
| Complete hearing loss                   | EUR 1,000                       |           |
| Hearing loss in one ear                 | EUR 300                         |           |
| Injury to a ligament in an upper limb   | EUR 120                         |           |
| Injury to a ligament in an lower limb   | EUR 160                         |           |
| Hand fracture                           | EUR 60                          |           |
| Leg fracture                            | EUR 80                          |           |

6. In the case of an injury to upper limbs in left-handed persons, the amount of the benefit shall be determined as for the right upper limb.
7. A permanent bodily injury shall mean exclusively the types of bodily injuries of the insured person caused by an accident covered by the insurance, which injuries are listed in the table.

## § 7. Exclusions of liability

1. The insurer shall not be held liable if the insured event occurs as a result of or in connection

with the following:

- 1) the insured person having used or being under the influence of alcohol within the meaning of the regulations on upbringing in sobriety and prevention of alcoholism, or under the influence of narcotics, psychoactive drugs or drug substitutes within the meaning of the regulations on combating drug addiction, or under the influence of medications or other substances that diminish consciousness, excluding the situations where the ingestion of such substances was due to medical reasons and was instructed by a physician,
- 2) acts of war, riots, unrest, martial law, acts of terrorism or sabotage, participation of the insured person in illegal strike, subject to section 2,
- 3) nuclear explosion or irradiation,
- 4) failure to comply with the instructions of the physician or undergoing medical treatments without medical supervision or supervision by licensed persons, excluding the provision of first aid to the insured person following an accident,
- 5) attempt to commit a crime or committing a crime by the insured person, with the exclusion of unintentionally caused traffic accidents,
- 6) suicide attempt, intentionally self-inflicted injuries or injuries inflicted upon the request of the insured person,
- 7) the insured person driving a mechanical vehicle without the required license,
- 8) the insured person participating in a flight as a pilot, crew member or passenger on a plane not belonging to licensed airlines,
- 9) alcoholism or mental disorders of the insured person (disease classified in the International Statistical Classification of Diseases and Related Health Problems as a mental or behavioral disorder, including neurosis),
- 10) deliberate action of the insured person or of a person living together with the insured person, gross negligence of the insured person, unless the payment of insurance benefit in the given circumstances is in line with the fairness considerations,
- 11) the insured person's failure to undergo vaccination or other preventive procedures required in the Republic of Belarus,

unless this has no impact on the occurrence of the insured event.

2. If during the stay in the territory of the Republic of Belarus the insured person is unexpectedly affected by acts of war, acts of terrorism or civil war, insurance coverage shall expire upon the end of the 5th day from the beginning of the war, acts of terrorism or civil war in the country in which the insured person is staying. However, the insurer shall not be liable if the acts of war are already ongoing in the territory of the Republic of Belarus or when the insured person is actively involved in the war, acts of terrorism or civil war.
3. The insurer's liability shall not cover compensation for suffered pain, physical suffering and moral suffering.
4. The insurer shall not be liable for costs of the following:
  - 1) preventive vaccination, excluding preventive vaccination in an emergency case of tetanus and rabies,
  - 2) dental treatment, excluding the cases requiring immediate, necessary medical care;
  - 3) treatment unrelated to the medical care provided in the event of sudden illness or accident,
  - 4) treatment of diseases, as regards which there were medical contraindications against the insured person participating in a travel, excluding the situations of threat to the life of the insured person,
  - 5) treatment of sexually transmitted diseases, venereal diseases, AIDS and HIV positive, excluding the situations of threat to the life of the insured person,
  - 6) sanatorium treatment, prevention, physiotherapy, plastic surgery and cosmetic procedures,
  - 7) treatment exceeding the scope of medical services required to restore the insured person to a condition enabling transport or return to Poland; the physician of the Emergency Call Center together with the insured person's attending physician and in consultation with the insurer shall determine if transport should be organized,
  - 8) treatment, hospitalization or accommodation if – in the opinion of the physician of the

Emergency Call Center – the commencement of treatment may be postponed until the return of the insured person to Poland,

- 9) conducting tests not necessary to diagnose or treat the disease, follow-up examinations and obtaining of medical certificates, as well as carrying out of preventive vaccination,
  - 10) special nutrition of the insured person, purchase of tonics and measures customarily used by the insured person, vaccination, massage, baths, inhalation, irradiation,
  - 11) use of non-standard services during hospital stay (e.g. using TVs),
  - 12) repair and purchase of prostheses (including dental prostheses), glasses and other rehabilitation equipment, excluding the Optimum/Optimum MRG variant,
  - 13) treatment and medications not recognized by conventional medicine,
  - 14) treatment by a physician being a family member of the insured person, unless he/she is the physician indicated by the Emergency Call Center to provide treatment in the territory of the Republic of Belarus,
  - 15) artificial insemination or any other infertility treatment, as well as the costs of contraceptives,
  - 16) pregnancy, except for one medical consultation and necessary transport to a medical facility related to this consultation, with the proviso that the limit of liability of the insurer for the aforementioned benefits shall be **EUR 80** in the Standard/Standard MRG variant, **EUR 100** in the Standard Plus/Standard Plus MRG variant and **EUR 200** in the Optimum/Optimum MRG variant.
5. Accident shall not include events caused by processes inside the human organism: myocardial infarction, hemorrhage, ischemic stroke, sudden circulatory arrest and long-term stress impact or hemorrhagic stroke.
6. The insurance shall not cover the consequences of accidents caused by the following:
- 1) wrong treatment or procedures performed incorrectly on the insured person,
  - 2) infection, unless the insured person has been infected with a virus and/or pathogenic bacteria as a result of the wounds suffered; the wounds suffered in the accident shall not include minor epidermal abrasions or abrasions of the mucous membrane; consequences of viral and/or bacterial infections caused as a result of abrasions during the accident or later shall not be covered by the insurance; this limitation shall not apply to the following: rabies and tetanus,
  - 3) food poisoning following the consumption of liquid or solid substances,
  - 4) abdominal hernias or inguinal hernias, unless they were caused as a result of the accident,
  - 5) damage to intervertebral discs or internal hemorrhage, unless such damage was caused by the accident,
  - 6) epileptic seizure or loss of consciousness caused by a disease.
7. Permanent health impairment or death shall not be deemed a consequence of accident if they occur 24 months after the accident.
8. Luggage insurance shall not cover the following:
- 1) products made of silver, gold, natural and synthetic gemstones, platinum and other platinum metals, silver and gold coins, precious organic substances, pearls, amber, coral, gold, silver and platinum in scrap and in bullion,
  - 2) furs,
  - 3) watches,
  - 4) money, securities, passbooks and savings certificates, payment cards of every kind and description and tickets for using means of transport for commuting,
  - 5) keys,
  - 6) documents and manuscripts, musical instruments, items of scientific or artistic value,
  - 7) works of art, antiques and collections,
  - 8) computer hardware, software, data on data carriers, video games with accessories,
  - 9) photo cameras along with accessories,
  - 10) portable audio-visual equipment, audio and video media, mobile phones, and binoculars with accessories,
  - 11) guns and hunting trophies with accessories,

- 12) fuels, car accessories and equipment of caravans and boats,
  - 13) items in quantities indicating that they were intended for commercial use,
  - 14) items used for trading, service provision or production,
  - 15) bicycles, caravans and other means of transport,
  - 16) property in cars/trucks or trailers,
  - 17) medical equipment, medications, glasses, contact lenses, prostheses and other medical devices and rehabilitation equipment,
  - 18) food products and goods and stimulants of every kind and description, such as cigarettes and alcohol.
9. Under the luggage insurance, the insurer shall not be liable for the following damage:
- 1) consisting in the damage to or theft of car/truck equipment,
  - 2) damage caused during theft without burglary or using copied keys,
  - 3) damage consisting in the loss of travel luggage or value impairment due to destruction or damage, occurred due to their use, spontaneous combustion, spoilage or leakage or - for items which may be broken or items in glass packaging – breaking,
  - 4) damage consisting only in the damage to or destruction of suitcases, trunks or other luggage containers,
  - 5) damage caused during confiscation, seizure or destruction by customs authorities or other authorities,
  - 6) damage not reported to the police, to the carrier promptly upon the ascertaining of the occurrence of the insured event.
10. The insured person shall not be entitled to benefits within the scope of the Car Assistance insurance if an event covered by the insurance occurred due to active participation of the insured vehicle in competitions, races, and rallies.
11. In relation to the Car Assistance insurance, the insurer shall not cover benefits as regards the transported persons where the total number of the persons moving by the vehicle exceeds the permissible number of persons specified in the vehicle registration certificate.

## **§ 8. Procedure for receipt of the insurance benefit**

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- 1. If the event occurs, the insured person, in order to receive the insurance benefit, shall promptly report the occurrence of an event covered by insurance to the Emergency Call Center by phone, specifying the information required to provide assistance, comply with the recommendations of the Emergency Call Center and enable the Emergency Call Center to perform the actions required to determine the circumstances of the occurrence of the event. The number of the Emergency Call Center is provided on the policy.
- 2. The claimant shall provide the documents requested by the insurer in relation to the considered claim that are required by the insurer to conduct the procedure for the determination of the legitimacy of the claim or the amount of the insurance benefit, if the claimant has such documents or can obtain them in accordance with the applicable law.
- 3. If the insurer does not receive all of the documents required to establish the legitimacy of the claim or the amount of the insurance benefit, the claimant shall provide information to the insurer about the place and date of the insured event and the name and address of the authority or institution that has or might have these documents.
- 4. The insurer may demand that the insured person undergo a medical examination at the insurer's expenses in order to confirm that the insurance claim is legitimate.
- 5. Providing false or incomplete information by the claimant requesting the payment of the insurance benefit or by the beneficiary may be grounds for the refusal to pay the insurance benefit, provided that this affected the determination of the circumstances of the insured event or the insurer's liability.
- 6. In the event of damage under accident insurance, in order to receive an insurance benefit:
  - 1) the insured person/beneficiary shall submit a notice on the occurrence of the event/request for insurance benefit payment: electronically via the insurer's website, by phone or by mail,
  - 2) the insured person shall notify the insurer about the end of treatment and rehabilitation and enclose the medical documentation of the treatment and rehabilitation; upon the end of treatment, the insurer may refer the insured person to a medical board it has

appointed in Poland, which shall determine the degree of permanent health impairment; the insured person shall submit all of his/her medical documentation to the medical board and undergo medical examination; the insurer shall cover the costs of appearance of the insured person before the medical board, including the travel of the insured person to Poland and fees of the physicians; the costs of travel by transport means other than public transport shall be refunded if the choice of such means of transport was reasonable,

- 3) the beneficiary shall enclose the medical documentation of the insured person's treatment and rehabilitation if the beneficiary has such documents or is able to obtain them under the applicable law, the abridged copy of the act of death or – if the beneficiary is specified by name – document confirming the beneficiary's identity; if there is no person specified by name, a relative requesting the insurance benefit payment shall also submit a document confirming the consanguinity or affinity with the insured person.
7. In the event of damage under luggage insurance, the insured person, in order to receive an insurance benefit, shall:
- 1) if the damage was caused by a documented robbery, documented burglary at the place of accommodation or an accident of a means of transport – notify the police promptly upon learning about the event and obtain a written confirmation of this fact, with indication of the items lost,
  - 2) promptly notify the carrier about any damage to the luggage entrusted for transport or damage done during travel by public transport, if the luggage was under the direct care of the insured person, and obtain a written confirmation of this fact,
  - 3) promptly notify the administration about any damage at the insured person's lodging or obtain a written confirmation of this fact,
  - 4) file with the insurer a filled-in insurance claim form electronically via the insurer's website, by phone or in writing.
  - 5) when reporting loss of luggage, the insured person shall additionally enclose a written certificate issued by the carrier to confirm the loss of the luggage, with the information indicating if the luggage was found and specifying the amount of the insurance benefit for the loss of luggage paid by the carrier to the insured person,
  - 6) upon request of the Emergency Call Center – deliver the luggage destroyed as a result of a fortuitous event.

## **§ 9. Principles for the payment of the insurance benefit**

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1. Within 7 days of the day of receipt of the notice on the insurance event occurrence, the insurer shall inform the policyholder or insured person about its receipt, unless they are the persons who make the notice, and it shall conduct proceedings concerning the determination of the circumstances of the event, the legitimacy of the reported claims and the amount of the insurance benefit, as well as inform the claimant in writing or in another manner consented to by the said claimant, as to which documents are necessary to determine the insurer's liability or the amount of the insurance benefit, provided that this is indispensable for the further conduct of the proceedings.
2. The insurance benefit shall be paid within 30 days of the date of the insurer receiving the notice on the insurance event.
3. Should the clarification of the circumstances necessary for determining the insurer's liability or the amount of the insurance benefit within the above time limit prove impossible, the insurance benefit shall be paid within 14 days of the day on which, while acting with due diligence, the clarification of the said circumstances was possible. However, the indisputable part of the insurance benefit shall be paid by the insurer within the time limit provided for in section 2.
4. Should the insurer fail to pay the insurance benefit within the time limit specified in section 2, it shall inform the claimant in writing about the reasons for the inability to satisfy his/her claims in whole or in part, as well as pay the undisputed part of the insurance benefit.
5. If the insurance benefit is not due or is due in the amount other than specified in the notified claim, the insurer shall inform the claimant about it in writing, indicating the circumstances



- and legal basis justifying the refusal to pay the insurance benefit in whole or in part.
6. The insurer shall be obligated to make available to the persons referred to in section 1 as well as the aggrieved person or the beneficiary the information and documents collected with a view to determine the insurer's liability or the amount of the insurance benefit. The said persons may demand that the insurer confirm the provided information in writing, as well as that it make at its own expense photocopies of the documents and certify them as true copies of the original.
  7. Absence of complete documentation required to pay the insurance benefit, preventing the determination of the right to receive the insurance benefit or the amount of the insurance benefit shall be grounds for withholding the payment of the insurance benefit until the missing documentation is added or for the refusal to pay the insurance benefit if the missing documentation is not added.
  8. The insurance benefit shall be paid in PLN, and it shall be an equivalent of the amounts in other currencies documented by evidence of the costs incurred, converted to PLN in accordance with the average exchange rate of the National Bank of Poland (NBP) applicable on the date of issue of the decision on the payment of the insurance benefit, within the limit of the sum insured.

## § 10. Complaints

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1. The policyholder, the insured person and the beneficiary shall be entitled to lodge complaints to the insurer's Complaints Handling Department:
  - 1) in writing by mail,
  - 2) verbally, using the complaint report form at the headquarters of the insurer or its Regional Office, the contact details being available by phone via the Insurer's helpline 801 500 300,
  - 3) by phone via the insurer's helpline at 801 500 300,
  - 4) using the application available on the website [www.tueuropa.pl](http://www.tueuropa.pl) – the Customer Service Center.
2. Up-to-date contact details of the insurer are available on the website [www.tueuropa.pl](http://www.tueuropa.pl).
3. The policyholder, the insured person and the beneficiary may request the Financial Ombudsman to consider the matter or may file an application for conducting out-of-court proceedings by the Financial Ombudsman in the matter of settling disputes between the clients of the financial market entities and these entities, as well as seek assistance of City and Poviats Consumer Ombudsmen.
4. Any complaints shall be considered by the insurer within 30 calendar days counting from the day of their receipt.
5. In particularly complicated cases rendering the consideration of a complaint within the above time limit impossible, the complainant shall be notified about the reason for the delay and the expected date of receiving a response. A maximum time limit for recognition of a complaint may not exceed 60 calendar days counting from the day of its receipt.
6. A response to the complaint shall be provided in writing or by means of another durable information carrier. Sending the response by e-mail may take place upon the request of the complainant.
7. The insurer is subject to the supervision by the Polish Financial Supervision Authority.

## § 11. Insurance recourse

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1. Upon the date of payment of the insurance benefit, the insurer shall be assigned the right of the insured person against the third party liable for the damage, up to the amount of the insurance benefit paid by the insurer (recourse claim).
2. If the insurer has only covered a part of the damage, the insured person's right to satisfy the claims concerning the remaining part of the damage shall have precedence over the insurer's claim.
3. The claims of the insured person referred to in section 1 against persons living together in the same household with the insured person or persons for which the insured person is responsible shall not be assigned to the insurer, unless the person causing the damage has

caused it deliberately.

4. The insured person shall provide assistance to the insurer in the pursuit of claims for damages against the persons responsible for the damage by providing necessary information and documents.
5. If the insured person waives his/her rights to which he/she is entitled due to the damage caused without the insurer's consent, the insurer may refuse to pay the insurance benefit, accordingly in part or in whole, or it may demand the refund of the insurance benefit paid.

## **§ 12. Withdrawal from the insurance contract**

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1. If the insurance contract is concluded for a period of more than 6 months, the policyholder shall have the right to withdraw from the contract within the following periods:
  - 1) 30 days from the conclusion of the insurance contract, if the policyholder is a natural person and the conclusion of the insurance contract is a juridical act not directly related to the economic or professional activity of the policyholder,
  - 2) 7 days from the conclusion of the insurance contract, if the policyholder is an entrepreneur.
2. If the insurance contract is concluded using means of distance communication, and the policyholder under such contract is a consumer, the period within which the policyholder may withdraw from the insurance contract shall be 30 days from the date on which the policyholder is notified about the conclusion of the insurance contract. The right to withdraw from the insurance contract shall not be granted to a policyholder being a consumer if the insurance contract has been concluded for a period shorter than 30 days.
3. The withdrawal from the insurance contract shall not release the policyholder from the obligation to pay the premium for the period during which the insurer was liable.
4. For the withdrawal from the insurance contract the policyholder shall be entitled to a refund of the premium for the period of unused insurance coverage.

## **§ 13. Notices and statements**

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1. All notices and statements addressed by the parties and entities of the insurance relationship established hereunder shall be submitted in writing, unless the insurance contract or the GTC stipulate otherwise or unless the insured person/claimant requests another form of communication.
2. The parties shall report every change of their data specified in the insurance contract by submitting a statement on the change of data for the insurance.

## **§ 14. Subject and scope of the medical expenses insurance**

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1. The subject of the insurance is that of medical expenses.
2. The insurer's liability includes the organization and coverage, through the Emergency Call Center, within the limits of the sum insured indicated in the insurance policy and on the terms specified herein, of the medical expenses of the insured person necessary from the medical point of view, where the insured person during the temporary stay in the territory of the Republic of Belarus must immediately undergo treatment in connection with a sudden illness or an accident.
3. In the event of occurrence of, within the liability period of the insurer, a sudden illness or an accident in the territory of the Republic of Belarus covered by the scope of the insurance, as a result of which the insured person must undergo treatment or be subjected to hospitalization, the Emergency Call Center shall organize and cover, up to the amount of the sum insured indicated in the insurance policy, the medical expenses necessary, in the opinion of the physician of the Emergency Call Center, to cause that the insured person's medical condition enables him/her to return or be transported to Poland. In particular, the insurer shall cover the following costs:
  - 1) of medical consultations together with traveling by a physician to the place of accommodation or stay of the insured person in the territory of the Republic of Belarus, in accordance with the instructions of the Emergency Call Center, if the insured

- person's medical condition requires that,
- 2) of outpatient tests and procedures, infusion liquids, medications and dressing materials used during providing medical assistance and prescribed by a physician, except for conditioners, tonics and cosmetic preparations,
  - 3) of stay at a hospital, i.e. treatment, procedures and operations, the carrying out of which could not be postponed, due to the insured person's medical condition, until the time of the insured person's return to the country of permanent residence; the Emergency Call Center shall select the hospital,
  - 4) of dental treatment in the cases of acute inflammatory and pain conditions requiring necessary and immediate medical assistance or if such treatment was necessary due to an accident covered by the insurance, in the amount not exceeding the equivalent of **EUR 80** in the Standard/Standard MRG variant, **EUR 100** in the Standard Plus/Standard Plus MRG variant, and **EUR 200** in the Optimum/Optimum MRG variant.

## § 15. Subject and scope of the insurance of travel assistance

1. The subject of the insurance shall be services and costs of travel assistance to the extent specified herein.
2. The travel assistance insurance shall include the organization or coverage of travel assistance costs incurred for the insured person by the insurer through the Emergency Call Center, within the insurer's liability period, under the principles specified herein.
3. Travel assistance insurance in the **Standard/Standard MRG** variant shall include the following insurance benefits:
  - 1) **organization and coverage of the costs of transport of the insured person from the place of sudden illness or accident site to a hospital in the territory of the Republic of Belarus;** the Emergency Call Center shall select the hospital, reserve a spot and organize transport to the hospital by an ambulance means of transport if the insured person's medical condition requires this;
  - 2) **organization and coverage of the costs of transport of the insured person between hospitals in the territory of the Republic of Belarus,** if the hospital where the insured person is hospitalized does not provide medical care adequate to the insured person's medical condition, in accordance with the instructions of the Emergency Call Center's physician;
  - 3) **organization and coverage of the costs of transport of the insured person from the hospital to the place of temporary stay in the territory of the Republic of Belarus,** if the insured person cannot move by ordinary means of transport or if the Emergency Call Center's physician instructs so;
  - 4) **organization and coverage of the costs of transport of the insured person to Poland or to a hospital in Poland,** on the condition of existence of the insurer's obligation under insurance of the medical expenses if, due to his/her medical condition, the insured person cannot use the previously planned means of transport; the physician of the Emergency Call Center in consultation with the attending physician shall determine if the insured person can be transported; the transport of the insured person shall be done after providing medical assistance enabling continuation of the treatment in Poland and it shall be done using the means of transport adequate to the insured person's medical condition; if the Emergency Call Center's physicians consider that transport as possible, and the insured person does not consent to be transported to Poland, he/she shall not be entitled to further insurance benefits;
  - 5) **organization and coverage of costs of the transport of the remains to Poland** if the insured person died in the territory of the Republic of Belarus due to an accident or sudden illness; the Emergency Call Center shall determine the selection of the manner of the remains' transport;
  - 6) **coverage of the autopsy costs** if following the insured person's death there occur indications resulting from international legal regulations for determining the cause of death by performing the autopsy; the autopsy costs shall reduce the sum insured envisaged for the remains' transport.
4. Travel assistance insurance in the **Standard Plus/Standard Plus MRG** variant covers the

services described in the Standard/Standard MRG variant and the **medical helpline**. Within the scope of the medical helpline, the Emergency Call Center shall, in case of sudden illness or accident of the insured person in the territory of the Republic of Belarus, ensure:

- 1) providing the information concerning possibility of obtaining medical care and assistance and the information on healthcare facilities on a 24/7 basis, i.e. the information on the on-duty hospitals, clinics, primary healthcare centers, pharmacies, specialist doctors, etc.,
  - 2) access to the information on medications, their effects, interactions with other medicines, contraindications, dosing and substitutes via phone, on a 24/7 basis,
  - 3) a conversation with an on-duty physician of the Emergency Call Center who, to the extent of the specialist knowledge he/she has and existing possibilities, provides to the insured person oral information as to further conduct in case of an accident or illness. Medical information is not of a diagnostic and treatment nature and may not be treated as the grounds for any claims against a physician who provided this information or against the Emergency Call Center.
5. Travel assistance insurance in the **Optimum/Optimum MRG variant** covers the services described in the Standard/Standard MRG variant and the Standard Plus/Standard Plus MRG variant as well as the following services:
- 1) **organization and coverage of the costs of transport of the insured family members to Poland in the event of the insured person's death**; the Emergency Call Center shall cover additional costs of transport to Poland to the place of residence of the insured family members of the insured person accompanying him/her during the travel (a train ticket, a bus ticket or an economy-class plane ticket - if travel by train or bus lasts longer than 24 hours), provided that the originally envisaged means of transport cannot be used;
  - 2) **organization and coverage of the costs of hiring a substitute driver** for the purpose of return of the insured vehicle and passengers to Poland in the event of the insured person's death as a result of an accident or sudden illness, in the situation where none of the passengers holds a driving license or is not able to drive the vehicle; the return travel to the place of residence shall take place via the shortest route;
  - 3) **organization and coverage of the costs of the insured children** to their place of residence in Poland or to the place of residence of the person who was specified by the insured person to care for them in Poland or in the territory of the Republic of Belarus if the insured person traveling with his/her minor children is hospitalized and, during the insured person's hospitalization, the children are not attended by any adult; the children are transported under the care of the Emergency Call Center; in such a situation, the insured person shall give consent to such a service and indicate the person to take over care of the children after the end of the travel if the psycho-physical condition of the insured person allows that; the limit for the organization and coverage of the costs of transport of the insured children is **EUR 300**;
  - 4) **organization and coverage of the costs of a visit of a close relative** - if the Emergency Call Center covers the costs of hospitalization of the insured minor and this person is not accompanied during his/her travel by any adult close relative, the Emergency Call Center organizes and covers the costs of transport both ways of one close relative residing in Poland to the Republic of Belarus. The Emergency Call Center shall cover the costs of a train or bus ticket, or, if travel by these means of transport lasts longer than 24 hours - an airline ticket; the Emergency Call Center shall in addition organize and cover the costs of accommodation and board of this person up to the amount equivalent to **EUR 45** per one day, for the maximum period of 5 days;
  - 5) **organization and delivery of orthopaedic equipment** - if, as a result of an accident, the insured person should, in accordance with a physician's instructions, use the orthopaedic equipment, which shall be meant to be: crutches, cervical collar, prostheses, orthopaedic braces, orthopaedic waistcoats, the Emergency Call Center shall organize and cover the costs of purchase and transport of the orthopaedic equipment to the place of the insured person's stay in the territory of the Republic of Belarus, within the limit of up to **EUR 80**;

- 6) **organization of care over the insured person by medical personnel during his/her stay at a hospital** within the limit of up to **EUR 45** per day;
- 7) **providing information**, if an unexpected event, beyond the control of the insured person, e.g. an accident, disease, strike, plane or train delay, causes a delay in or change of the course of the insured person's travel, the Emergency Call Center shall provide the necessary information to the persons indicated by the insured person, as well as it shall provide assistance while changing the hotel booking as well as plane or train or bus tickets booking, while renting a car or calling a taxi;
- 8) **providing information** in case of a theft of, loss of or damage, in the territory of the Republic of Belarus, to the documents necessary for the insured person during his/her travel, e.g. a passport, tickets; the Emergency Call Center shall provide the information about actions to be taken in order to obtain substitute documents;
- 9) **providing information in case of occurrence of a need to obtain legal information by the insured person** in connection with that person's stay in the territory of the Republic of Belarus; if a previously unexpected event, beyond the insured person's control, related to the obligations and duties of the insured person arising from the generally applicable Polish law or civil law relations subject to the Polish law to which the insured person is a party takes place in the insured person's life, the Emergency Call Center shall provide information by phone about the nearest law firms providing legal services in Polish, about their business hours and about translators and interpreters;
- 10) **organization of supply of medications** in case of loss of medications by the insured person during his/her stay in the territory of the Republic of Belarus; the Emergency Call Center shall, following consultation with the attending physician in Poland, supply the necessary medications or substitute medications to replace the medications which were lost in the territory of the Republic of Belarus; the costs of the purchased medications and their supply shall be covered by the insured person, whereas the information on the envisaged costs shall be provided to the insured person prior to rendering the service.

## § 16. Subject and scope of accident insurance

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1. The subject of the insurance shall be the risk of the consequences of accidents to the extent specified herein.
2. The insurer shall be liable for the risk of the following:
  - 1) death,
  - 2) permanent health impairment  
of the insured person caused by an accident.
3. The insurer shall be liable for the events specified in section 2 occurring in the liability period.

## § 17. Subject and scope of luggage insurance

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1. The subject of the insurance is a risk of loss of the travel luggage as well as a risk of value impairment due to destruction of or damage to the travel luggage due to the following circumstances:
  - 1) documented robbery,
  - 2) documented burglary at the place of accommodation (excluding a tent) from a locked cabin of watercraft or caravan, from a locked boot or luggage compartments in a car/truck,
  - 3) transport accident,
  - 4) when as a result of an accident or sudden illness the insured person lost his/her capacity to take care of the travel luggage,
  - 5) fire, hurricane, flood, lightning strike, explosion, torrential rain, avalanche, earthquake, aircraft crash and water discharge from water and sewer equipment.
2. The insurer shall bear liability for the loss or impairment of value due to destruction of or damage to the travel luggage, in a situation when the insured person:
  - 1) left his/her luggage against receipt at a luggage storage,

- 2) entrusted his/her luggage to a professional carrier for carriage on the basis of a waybill,
- 3) left his/her luggage at an individual locked luggage room at a station,
- 4) left his/her luggage in a locked room occupied by the insured person at the place of accommodation (excluding a tent), locked cabin of watercraft or caravan, a locked boot or luggage compartment in a car/truck.

## § 18. Subject and scope of insurance of costs of search and rescue

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1. The subject of the insurance includes the costs incurred for a rescue or search action performed by dedicated emergency services in order to save life or health of the insured person who has suffered a sudden illness or accident covered by the insurance during his/her stay in the territory of the Republic of Belarus.
2. The insurance of costs of search and rescue shall include the necessary and documented costs of search or rescue actions conducted by dedicated emergency services to save the life or health of the insured person that has suffered a sudden illness or accident during foreign travel, arising and incurred in the insurer's liability period.
3. Through the Emergency Call Center, the insurer shall cover the costs of search and rescue action of the insured person by dedicated emergency services. The time of search action shall be deemed to be the period from the time the insured person is reported missing to the time the insured person is found or the search action is stopped. Rescue action shall be deemed the provision of emergency medical care from the time the insured person is found until he/she is brought to the nearest hospital.
4. The limit of the insurer's liability shall be **EUR 4,600**.

## § 19. Subject and scope of the Car Assistance insurance

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1. The subject of the insurance is organization and coverage of the costs related to providing by the insurer, through the Emergency Call Center, immediate assistance in the territory of the Republic of Belarus in the event of a breakdown, immobilization or an accident of the insured vehicle.
2. Under the insurance contract the insurer shall, through the Emergency Call Center, cover the costs of the Car Assistance services, within the limits specified herein.
3. Under the insurance contract the insured vehicles shall be covered by insurance in case of occurrence of the following events:
  - 1) breakdown,
  - 2) immobilization,
  - 3) accident,that have occurred in the territory of the Republic of Belarus within the insurance period.
4. In case of the event specified in section 3, the Emergency Call Center shall organize the re-mobilization of the vehicle at the event site enabling further safe driving or, if this proves impossible - it shall organize and cover the costs of transport of the insured vehicle to the nearest place of re-mobilization: car repair shop, garage, parking lot, within the limit of up to **EUR 115** or organize and cover the costs of repatriation of the vehicle to the nearest Polish border crossing point, within the limit of up to **EUR 115**.
5. If a repair of the immobilized vehicle at a car repair shop is not completed within, respectively, 18 hours in the case of adult passengers and 9 hours if the passenger of the insured vehicle is a child up to the age of 15, the Emergency Call Center shall organize and cover the costs of hotel accommodation for the driver and passengers of the insured vehicle. The accommodation is organized for the time of the repair, however not longer than 2 days, within the limit of up to **EUR 45** per person per day.
6. If for any reasons it proves impossible to duly secure the insured vehicle on the day of occurrence of the event specified in section 3, the Emergency Call Center shall organize and cover the costs of placing the vehicle on a secure parking lot for the period of maximum 2 days within the limit of **EUR 40** in total, and afterwards transporting the vehicle to the car repair shop.
7. The Emergency Call Center shall not, as part of the Car Assistance insurance, cover the costs of spare parts and other materials used for re-mobilization of the vehicle. In the event

of a repair at a car repair shop, also the costs of labor are not covered.

8. If the event specified in section 3 occurs, the insured person shall also be entitled to be provided the following information services:
  - 1) the Emergency Call Center shall provide the information on the possibilities as well as terms and conditions of renting a replacement vehicle. The costs of rental of the replacement vehicle shall be borne by the insured person,
  - 2) the Emergency Call Center shall provide to the person indicated by the insured person the information in connection with occurrence of any of the events covered by the insurance,
  - 3) in case of an accident, the Emergency Call Center shall provide assistance and information relating to formalities to be completed when reporting and filling in or making a common declaration on a traffic accident by its participants,
  - 4) the Emergency Call Center shall provide the information related to the travel to the extent of completing the required formalities, possession of the relevant documents, condition of roads and selection of the route,
  - 5) the Emergency Call Center shall provide the information on chains of authorized car repair shops, towing companies or chains of rent-a-car companies,
  - 6) the Emergency Call Center shall provide the information on the procedure of conduct in case of breaking into a vehicle and a road collision.

## **§ 20. Final provisions**

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1. Upon agreement of the parties, additional provisions or provisions different from the provisions hereof may be introduced to the insurance contract, in writing on pain of nullity. If the provisions discussed in the preceding sentence are contrary to the provisions hereof, the additional provisions or provisions different from the provisions hereof shall prevail.
2. To all matters not governed herein, the commonly binding Polish law shall apply.
3. Any disputes arising from the insurance contract may be settled amicably.
4. Claims arising from an insurance contract concluded based on these GTC may be filed with the court competent in accordance with legislation on general jurisdiction or by the court having jurisdiction over the place of residence of the policyholder or the insured person or the beneficiary or heir of the insured person or of the heir of the beneficiary.
5. The language used in the mutual relations between the policyholder and the insurer shall be Polish.

# Annex to the General Terms and Conditions of Comprehensive Insurance of Foreigners Temporarily Staying in the Territory of the Republic of Belarus Elitar Partner

approved by the Resolution of the Management Board of TU Europa S.A. No. 10/12/15 of December 8, 2015, valid from January 1, 2016, code: OWU/02/99234/2015/M

In connection with entering into force on January 10, 2017 of the Act of September 23, 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823). The contents of the complaint clause valid as regards the General Terms and Conditions of Comprehensive Insurance of Foreigners Temporarily Staying in the Territory of the Republic of Belarus Elitar Partner approved by the Resolution of the Management Board of TU Europa S.A. No. 10/12/15 of December 8, 2015, valid from January 1, 2016.

1. The insurer is subject to the supervision by the Polish Financial Supervision Authority.
2. The client shall be entitled to lodge complaints to the Insurer's Complaints Handling Department:
  - 1) in writing by mail,
  - 2) personally, using the complaint report form at the headquarters of the insurer or its Regional Office, the contact details being available by phone via the insurer's helpline at 801 500 300,
  - 3) by phone via the insurer's helpline at 801 500 300,
  - 4) using the application available on the website: [www.tueuropa.pl](http://www.tueuropa.pl) – Centrum Obsługi Klienta (Customer Service Center).
3. Up-to-date contact details of the insurer are available **on the website: [www.tueuropa.pl](http://www.tueuropa.pl)**.
4. The Client may request the Financial Ombudsman to hear the case, or file a request for the **Financial Ombudsman to conduct out-of-court proceedings for the resolution of the dispute between the financial market entity and financial market client in accordance with Article 31 section 1 of the Act dated September 23, 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823) in conjunction with Article 37 of the Act on hearing complaints by financial market entities and on the Financial Ombudsman (Journal of Laws of 2016, item 892). Up-to-date information about the entity entitled to conduct the above proceedings is available on the website: <http://www.rf.gov.pl>.**
5. The Client may also use assistance of City and Poviast Consumer Ombudsmen.
6. Any complaints shall be considered by the Insurer within 30 calendar days counting from the day of their receipt.
7. In particularly complicated cases rendering the consideration of a complaint within the above time limit impossible, the complainant shall be notified about the reason of the delay, the circumstances that have to be established to examine the case and the expected date of receiving a response. A maximum time limit for recognition of a complaint may not exceed 60 calendar days counting from the day of its receipt.
8. A response to the complaint shall be provided in writing or by means of another durable information carrier. Sending the response by e-mail may take place upon the request of the complainant.





# Memos

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-  phone 71 36 92 887, fax 71 36 92 707

**Customer Service Office**

-  801 500 300 (land lines) or 71 36 92 887 (cell phones) call cost according to the rates of the operator

TU Europa S.A.

District Court for Wrocław-Fabryczna in Wrocław, KRS 0000002736, NIP 895-10-07-276

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