

General terms and conditions of travel insurance for people actively practicing sports in Poland



Index UDAO/12/2023

NOTE:

In the event of any discrepancy between the Polish and English language versions of The General terms and conditions of travel insurance for people actively practicing sports in Poland (index UDAO/12/2023), the Polish language version shall prevail.

GTCI FORM

This GTCI Form has been prepared in accordance with Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

Information type	Number of editorial division of the model contract
Conditions for the payment of compensation and other benefits or the surrender value of insurance	part I part V part IX table no. 1 table no. 2 Appendix No. 1 – List of critical illnesses
Limitations and exclusions of liability of the insurance company entitling to refuse or reduce the payment of compensation and other benefits	part II item 2(1), (2), (3), (4), (5) and (6) part VII

The General Terms and Conditions of Travel Insurance for people actively practicing sports in Poland (index UDAO/12/2023) (hereinafter: GTCI) applies to insurance contracts concluded with UNIQA Towarzystwo Ubezpieczeń Spółka Akcyjna with its registered office in Warsaw.

The GTCI, together with the documents indicated therein, constitute an integral part of the insurance contract and define the mutual rights and obligations of the parties, as well as regulate the conditions of the insurance coverage.

Before you decide to purchase the insurance, read the following documents you have received:

- GTCI,
- Insurance product information document,
- information obligations arising from the Consumer Rights Act (applies to distance contracts, i.e. contracts concluded by means of distance communication).

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What do the following terms mean?



You

You are the person who concludes the insurance contract with us, i.e the policyholder. We cover you with the insurance protection too, so you also are the insured.



Application

The agent's Internet Application where you fill in the form, based on which the agent prepares an insurance offer.



We

UNIQA Towarzystwo Ubezpieczeń S.A.



Policy

A document confirming the conclusion and terms of the insurance contract.

I. Subject and scope of insurance

1. Who can be covered by the insurance?

We can cover you with the insurance if you are a foreigner, you are at least 18 years old and no older than 65, and you are traveling to Poland to take part in a sports event taking place in Poland.

2. What do we insure under this contract?

To the extent indicated in the GTCI, we insure: the consequences of an accident that occurred during a sports event taking place in Poland, loss of documents necessary during the travel or non-participation in a sports event as a result of random events that may occur before the event and prevent you from taking part in it.

3. What is the scope of insurance?

- 1) The scope of insurance shall cover:
 - a) the risk of consequences of an accident that occurred during the insured person's participation in a sports event taking place in Poland, in the form of:
 - bone fracture,
 - bodily injury,
 - death that occurred within 180 days from the date of the accident, the direct cause of which was the bodily injury suffered by the insured as a result of the accident,
 - bone fracture or bodily injuries that may result in the benefit in the form of reimbursement of rehabilitation costs;
 - b) risk of losing documents necessary for travel,
 - c) risk of the insured not participating in a sports event caused by the following random event:
 - bone fracture or bodily injury,
 - critical illness,
 - accident or road collision,
 - delay of a means of transport,

- death of a close person, i.e. spouse, partner, child, parent, sibling, father-in-law/mother-in-law grandmother/grandfather of the insured,
- loss of documents necessary for travel.

Definitions of random events can be found in part IX.

Bone fracture – a break in the continuity of bone tissue as a result of an accident, diagnosed by a doctor and confirmed by medical documentation, specified in table 1 in accordance with the groups indicated below.

Table No. 1 – Fracture groups

Fractures group I

• Other bone fractures not classified in fracture groups 2 or 3

Fractures group II

- Calcaneus
- Crus bone
- · Humerus, radius, or ulna
- Patella

Fractures group III

- Skull bones (base), excluding the calva and the facial skeleton
- Pelvis (except for isolated fractures of pubis, ischium and coccyx)
- Bones within the hip joint (joint cavity, proximal femoral epiphysis, trochanter, above and below trochanter fractures) and iliac crest bones
- Bones of the backbone (only compressive fracture of a vertebrae), except spinous processes and transverse processes
- The femur

Bodily injuries referred to in table no. 2 are understood as:

- injuries of the musculoskeletal organs functional changes in the body resulting from an accident (NNW), which did not result in a bone fracture, but there was at least outpatient treatment, and the doctor's recommendation was that the musculoskeletal organ be immobilized using plaster or synthetic (light) plaster, splint, corset, orthopaedic collar, stabilizer, orthosis, plaster tutor or orthopaedic waistcoat for a period of at least 7 days and at least one follow-up visit was required;
- injuries of internal organs anatomical changes to internal organs resulting from an accident, causing abnormal results of imaging or functional tests of the organ lasting for a period of at least 6 months from the occurrence of the accident;
- cuts and lacerations damage to the skin to at least the full thickness of the skin, with the length of at least 10 cm, resulting from an accident, surgically treated with sutures or staples; wounds caused by animal teeth are also considered as cuts or lacerations if they meet the definition of cuts and lacerations.

Bodily injuries are defined according to the groups indicated below.

Table No. 2 - Groups of bodily injuries

Group I	Group II	Group III
Injuries of the musculoskeletal system		
 finger injury (one benefit for one and many fingers) big toe injury 	 injuries to the cervical spine spine injury (except cervical spine) shoulder joint injury clavicle injury (applies to injuries of the sternoclavicular and clavicular-shoulder joints) shoulder blade injury arm injury elbow joint injury forearm injury excluding the wrist injury to the wrist joint and hand, excluding the fingers thigh injury lower leg injury excluding the ankle joint injury to the ankle joint and foot, excluding toes 	 upelvic injury hip joint injury knee joint injury
Cuts and lacerations	-	Injuries of internal organs

2) The insurance incident must occur within the insurance period.

II. Insurance contract – conclusion and duration of the insurance period

1. How can you conclude an insurance contract?

- You need to fill in the form in the agent's application. Based on the information obtained from you, the agent sends you an insurance offer to the e-mail address provided in the form.
- If you pay the premium, it means that you accept the insurance offer sent by the agent.
- 3) The insurance contract will be concluded when you accept the insurance offer received from the agent.
- 4) You will receive the policy at the e-mail address provided in the form
- 5) If we decide that we cannot conclude an insurance contract with you, we will inform you by e-mail.
- 6) The insurance contract is concluded by you in Poland.

2. Where and how long does the insurance coverage apply? What is the period of insurance?

1) Among the risks: bone fracture as a result of an accident, bodily injury as a result of an accident, death as a result of an accident, bone fracture as a result of an accident or bodily injury as a result of an accident that may result in the benefit in the form of reimbursement of rehabilitation costs, the insurance covers events, which occurred in the territory of Poland, i.e. the insurance covers the consequences of an accident occurring in Poland, with the exception of death, which may also occur outside the territory of Poland, but an accident resulting in death must occur within the territory of Poland.

- 2) The risks include: loss of documents necessary for travel to a sports event taking place in Poland and failure to participate in a sports event taking place in Poland. The insurance coverage covers insurance incidents or random events that may also occur outside the territory of Poland.
- 3) The period of our liability during which we provide you with the insurance coverage is indicated in the policy, and we call it the insurance period. The insurance period for individual risks varies and is indicated below, but it does not last longer than 4 months.
- 4) The start and end dates of the insurance coverage and our liability (i.e. insurance period) for individual risks are as follows:
 - a) in the following risks: bone fracture as a result of an accident, body injury as a result of an accident, death as a result of an accident, bone fracture as a result of an accident or bodily injuries as a result of an accident that may result in the benefit consisting in the reimbursement of rehabilitation costs, the insurance period begins on the date and time the insured person crosses the starting line during a sports event and ends on the day and time of crossing the finish line:
 - b) in the case of the risk of loss of documents necessary for travel, the insurance period begins on the day indicated in the policy and lasts until the end of the last day of the sports event, however, the insurance period cannot last longer than 4 months and cannot start earlier than 4 months before the end of the last day of the sports event;
 - in the risk of not participating in a sports event caused by the following random events:
 - bone fracture or bodily injury, critical illness, death of a close person, i.e. spouse, partner, child, parent, sibling, father-in-law/mother-in-law, grandmother/grandfather of the insured person, the insurance period begins on the day indicated in the policy and ends at the start time of

- the sports event for the group of participants to which the insured person belongs; the time is determined by the organizer of the sports event; the insurance period cannot last longer than 4 months and cannot start earlier than 4 months before the start of the sports event,
- road accident or collision, or delay of the means of transport the insurance period covers the period of six days before the sports event and the day of the sports event until the time designated by the organizer of the sports event as the start time of the sports event for a given group of participants to which the insured person belongs; the time is determined by the organizer of the sports event,
- loss of documents necessary for travel the insurance period begins 30 days before the start of the sports event, but not earlier than on the day following the day on which you concluded the insurance contract, and lasts until the time designated by the organizer of the sports event as the start time of the sports event for a given group of participants to which the insured person belongs; the time is determined by the organizer of the sports event.
- 5) The insurance contract will terminate on the date of the occurrence of the earlier of the following events:
 - a) on the day you submit to us or to the agent a declaration of withdrawal from the insurance contract;
 - b) on the day you submit to us or to the agent a declaration of termination of the insurance contract;
 - c) on the day of the Insured's death.
- 6) Except for the cases indicated in subparagraph 5), the insurance coverage expires:
 - a) in relation to individual risks at the end of the period of providing the insurance coverage by us (i.e. at the end of the insurance period);
 - b) in relation to a given insurance incident on the date of exhaustion of the insured sum relating to the insurance incident
- 7) You have the right to withdraw from the insurance contract within 30 days from the date of concluding this contract. If you are a consumer and we did not inform you of the right to withdraw before concluding the contract, the 30-day period runs from the day on which you learned about the right. The withdrawal from the insurance contract does not release you from the obligation to pay the premium for the period in which we provided the insurance coverage.
- 8) After the period specified in subparagraph 7), you can terminate the insurance contract without notice by giving us a notice of termination at any time.
- 9) You can submit a declaration on withdrawal from the insurance contract and its termination to us or to the agent in the manner indicated in the 'Contact details' section.
- 10) We will refund your premium for the period in which we were not providing the insurance coverage to you.

III. Rights and obligations

1. What are your rights as a policyholder?

You have the right to:

- a) withdraw from the insurance contract,
- b) terminate of the insurance contract,
- submit complaint on the terms specified in the insurance contract.

2. What are your primary obligations as a policyholder?

Your obligations include:

- a) paying the premium in the required amount,
- notifying us of any changes in the circumstances that we asked about before concluding the insurance contract,

- c) providing the insured with the GTCI in writing or on another durable medium if the insured agrees thereto; the GTCI must be provided before concluding the insurance contract,
- d) providing the insured, in writing or on another durable medium, with the information about any changes to the insurance conditions or the law applicable to the contract and determining the impact of the changes on the rights and obligations of the insured before you consent to them,
- e) in the event of a loss of documents necessary for travel, notify the police or other state authority.

3. What are the rights of the insured?

The insured has the right to:

- a) indicate a beneficiary, i.e. a person entitled to receive a payment of the benefit from us in the event of the insured's death,
- b) submit a complaint on the terms specified in the insurance contract.

4. What are our obligations?

We are obliged to:

- a) provide you with the GTCI and other documents specified therein before concluding the insurance contract,
- b) issue and deliver to you a policy that confirms the conclusion of the insurance contract,
- pay benefits in accordance with the insurance contract and legal provisions,
- d) perform the obligations arising from the insurance contract and legal provisions correctly and on time.

IV. Premium

1. How do we determine the premium amount?

- The premium amount is determined based on the sum insured, the scope of insurance and the price of the ticket to a sports event.
- 2) The amount of the premium is indicated during the process of concluding the insurance contract and is confirmed in the policy.
- The premium is calculated for the period in which our liability exists.

2. How do you pay the premium?

You pay the premium through the agent on a one-time basis using online payment, after receiving the agent's offer to conclude an insurance contract, to the account number indicated in the process of concluding the insurance contract.

3. What are the consequences of failure to pay premiums?

If you do not pay the premium in the required amount, the insurance contract will not be concluded with you.

V. Sum insured, insurance benefits

1. Where is the amount of the sum insured indicated?

The amount of the sums insured for events covered by the insurance is indicated in the policy.

2. What benefits are you entitled to under the insurance contract?

- If the insured breaks a bone as a result of an accident that occurred during the insurance period, we will pay a benefit in the amount of the insurance sum indicated in the policy, appropriate for a given group of fractures.
- 2) If the insured suffers a bodily injury as a result of an accident that occurred during the insurance period, we will pay a benefit in the amount of the insurance sum indicated in the policy, appropriate for a given group of bodily injuries.

3) We will pay one benefit equal to the sum insured for each group of fractures or bodily injuries.

Example 1

You broke your heel bone and lower leg bone while running. Due to the fact that both fractures are in the same group of fractures (group II), we will pay one benefit in the amount that corresponds to the sum insured for group II.

Example 2

You suffered a big toe injury and an elbow joint injury while running. Due to the fact that these injuries fall into different groups of bodily injuries (group I and group II), we will pay a benefit equal to the sum insured for group I and the sum insured for group II.

- 4) In the event of the insured's death as a result of an accident, we will pay the entitled person a benefit in the amount of the sum insured indicated in the policy.
- 5) In the event of loss of documents necessary for travel to a sports event taking place in Poland, which occurs during the insurance period, we will pay a benefit in the amount of the organizational costs incurred by the insured (including the cost of transport to the appropriate authorities) related to obtaining new documents necessary for travel and the costs of obtaining new documents necessary during the trip up to the sum insured indicated in the policy.
- 6) If the insured broke a bone or suffered a bodily injury as a result of an accident that occurred during the insurance period and as a result of which rehabilitation is necessary, we will pay a benefit in the amount of the actual and documented costs of the rehabilitation, but not more than the insurance sum indicated in the policy.

Example

You broke your femur and injured your knee while participating in a sports event. The doctor recommended rehabilitation, the cost of which was PLN 3,000. If the amount is within the sum insured specified in the policy, you will receive a benefit in the form of a reimbursement amounting to PLN 3,000. However, if this amount is higher than the sum insured specified in the policy, you will receive a reimbursement up to the amount that is the sum insured specified in the policy.

- 7) We will reimburse the costs due to the insured person's non-participation in a planned sports event taking place in Poland, i.e. the cost of purchasing a ticket for the sports event (excluding the costs of an airline ticket), if the insured did not take part in the event due to the following random events:
 - a) bone fractures or body injuries that occurred during the insurance period,
 - critical illness, if during the insurance period the diagnosis or procedure took place for the first time or the diagnostic and treatment procedure was started for the first time,
 - an accident or road collision if they occurred during the period of six days before the sports event or on the day of the event but before its scheduled start time,
 - d) delay of a means of transport, if the delay occurred during the period of six days before the sports event or on the day of the event but before its scheduled starting time,
 - e) death of a close person, if it occurred during the insurance period.
- 8) We will reimburse the costs due to the insured person's non-participation in a planned sports event taking place in Poland, i.e. the cost of purchasing a ticket for the sports event (excluding the costs of the plane ticket), and we will pay a benefit in the amount of the organizational costs incurred by the insured (including the cost of transport to the appropriate authorities) related to obtaining new documents necessary for travel, and the costs of obtaining the new documents necessary for travel up to the maximum amount of the sum insured indicated in the policy, if the insured did not take part in this event due to the loss

- of documents necessary for travel, provided that the loss of the documents took place during the insurance period.
- 9. The amount of costs referred to in subparagraphs 6), 7) and 8) is determined on the basis of actually incurred costs confirmed by invoices, bills or payment confirmations. This also applies to the conversion of foreign currencies into the Polish zloty, which are converted based on the average NBP exchange rate from the day the costs were incurred in accordance with the invoices, bills or payment confirmations.

3. What should I do to receive a benefit?

- You must complete the benefit payment application and submit it to us along with the documentation necessary for the payment of the benefit, including the medical documentation indicated in the benefit payment application. The list of necessary documents is also available on our website uniqa.pl.
- 2) The documents should be translated into Polish.
- The documents can be sent to us via the website uniqa.pl, by e-mail or by post to the address indicated at the end of the GTCI.
- 4) We may ask for additional documents if necessary to undertake the decision on whether to pay the benefit or not.
- 5) Benefits paid under insurance contracts are subject to taxation under the provisions governing taxation of natural and legal persons in force at the time of the payment of the benefits.

4. How long do you have to wait for the payment?

- 1) We will pay the benefit within 30 days from the day we receive notification of an incident. If it is impossible to clarify the circumstances necessary to determine our liability or the amount of the benefit within this period, we will pay the benefit within 14 days from the date on which it was possible to clarify the circumstances while exercising due diligence. However, we will provide the undisputed part of the benefit within 30 days from the date on which we receive a notification of the incident.
- We will communicate our decision to make the payment of the benefit in writing or by e-mail.
- 3) If we do not pay the benefit within the deadlines specified in subparagraph 1), we will notify the person filing the claim and the insured (in the case of an insurance contract concluded on someone else's account, if the insured is not the person filing the claim) in writing about the reasons for the inability to satisfy the claims in whole or in part, and we will also pay the undisputable part of the benefit.
- 4) If the benefit is not due or is due in an amount different from that specified in the submitted claim, we shall inform the claimant and the insured (in the case of an insurance contract concluded for the account of a third party, if the insured is not the claimant) about the fact. We will indicate the circumstances and legal basis justifying the total or partial refusal to pay the benefit. Such notice shall include information on the option to seek satisfaction of the claim by means of court proceedings.
- 5) We will provide the benefit in the form of a bank transfer.
- 6) We pay benefits in PLN, and against an application of the eligible person, we transfer them to a foreign account in EUR, converting the amount of the benefit due at the average NBP exchange rate as follows:
 - a) from the date on which the costs were incurred in accordance with the invoices, bills or payment confirmations this applies to the benefits indicated in item 2, subparagraphs 6),
 7) and 8) related to the reimbursement of the costs;
 - b) from the date of occurrence of the insurance incident in other cases.

VI. Person entitled

1. Who will we pay the benefit to?

The person entitled to receive the benefit in the event of death as a result of an accident of the insured is the entitled person, and in other cases the benefit is due to the insured.

2. When can the insured indicate a beneficiary under the insurance contract?

- The insured has the right to indicate one or more persons entitled to receive benefits under the insurance contract in the event of his or her death.
- If the insured designates more than one eligible person, he or she will be able to determine the percentage share in the benefit for each of the indicated persons. The percentages must add up to 100%.
- The entitled person acquires the right to the benefit upon the insured's death.
- 4) If the entitled person dies before the death of the insured or if they intentionally cause it, their benefit is paid to the other entitled persons in proportion to their percentage shares in the benefit.
- 5) A person who died together with the insured shall also be regarded as a person who died before the insured.
- 6) If the insured does not indicate a beneficiary or all the entitled persons intentionally contributed to the death of the insured person, the benefit will be due to:
 - a) the spouse, or in the absence of one
 - b) the children in equal parts, and if there are no children
 - c) the parents in equal parts, and if there are no parents
 - d) the siblings in equal parts, and if there no siblings
 - e) the heirs in the parts in which they inherit from the insured.

3. When can the insured change the beneficiary?

At any time during the duration of the insurance contract, the insured may change the beneficiary by submitting an appropriate instruction to us.

VII. Insurance exclusions

1. In what situations will we refuse to pay benefits?

We will not pay benefits if an accident causing death, bone fracture or bodily injury is the result of:

- a) war operations, military operations, riots, conscious and voluntary participation of the Insured in acts of terrorism, violence, unless the participation in the acts of terrorism, violence arose from the performance of job duties, a necessity or necessary self-defence;
- b) operation of nuclear energy, radioactive radiation and electromagnetic field radiation in the scope harmful to humans, excluding the use of the above mentioned treatments in accordance with medical recommendations;
- c) mass chemical, biological and radioactive contamination;
- self-inflicted injuries of the Insured or injuries of the insured at their request, a suicide attempt by the Insured, regardless of his or her sanity;
- e) consumption of alcohol by the Insured in an amount causing the alcohol concentration in the blood of at least 0.2‰ or at least 0.1 mg of alcohol per 1 dm³ in the exhaled air;
- f) taking drugs, narcotic substances, psychotropic substances or substitutes, or new psychoactive substances (within the meaning of the Act of 29 July 2005 on Counteracting Drug Addiction, as amended) by the insured, or drugs not recommended by a doctor or used inconsistently with the doctor's recommendations:
- g) undergoing medical procedure performed without the control of a physician or other competent persons;
- h) attempting to commit or committing an act that meets the statutory criteria of a crime by the Insured;
- driving a land, water or air vehicle by the insured person, if the insured did not have the appropriate qualifications to drive such a vehicle or documents confirming the authorizations were temporarily or permanently taken, or he insured did not have an appropriate qualification certificate, if any;

j) travelling by aircraft, except using licensed passenger airlines, understood as entities licensed to operate air services under concession, in the case of Polish air carriers or based on a relevant act of the competent authority of a foreign country, for a foreign air carrier.

2. What else will cause a denial to pay a benefit?

- 1) We will not pay a death benefit as a result of an accident if the accident causing the death results from the insured person's participation in high-risk sports. We understand them as:
 - a) sports or physical activity that requires operating in conditions of increased risk due to the occurrence of at least one of the following risk factors: the use of white weapons or firearms;
 - extreme sports, by which we mean sports or physical activities that require above-average skills, courage or acting in life-threatening conditions: air sports, speleology, ski jumping, acrobatic ski jumping, jumping from high buildings or rocks, bungee jumping.
- 2) We will not pay benefits in the event of a loss of documents necessary for travel and failure to participate in a sports event due to the loss of documents necessary for travel, if the loss of the documents is the result of:
 - a) wilful misconduct or gross negligence of the insured, unless, in the case of gross negligence, the performance of the benefit is equitable in the given circumstances;
 - b) deliberate actions of individuals living in the same household with the insured;
 - c) the insured taking medicines not recommended by a doctor, taking drugs or substances acting on the central nervous system or taken as a result of consciousness disorders;
 - attempting to commit or committing an act that meets the statutory criteria of a crime by the insured or persons with whom the insured lives in the same household;
- 3) We will not pay a benefit for non-participation in a sports event caused by a random event in the form of a fracture or bodily injury, if the accident causing the fracture or bodily injury is a consequence of the circumstances specified in item 1 letter a)—j).

3. What else should you know?

We cannot be held liable, if the disbursement of benefits under the insurance contract could expose us to sanctions, prohibitions, or restrictions resulting from United Nations resolutions, or to any trade or economic sanctions under the law of the European Union, the United Kingdom of Great Britain and Northern Ireland, the United States of America or the Polish Republic.

VIII. Complaints, jurisdiction, applicable law

1. How can complaints and appeals be submitted?

- A complaint can be filed in each case if you are a natural person being the policyholder or the insured or other eligible person or heir with a legal interest in determining liability or fulfilling a benefit under the insurance contract, or if you are a legal person or a company without legal personality that is the policyholder or a person seeking insurance cover.
- 2) In the case of natural persons, a complaint means an address, including an appeal addressed to us as a financial market entity, containing reservations regarding services provided by us. Exceptions include addresses submitted by natural persons who are customers of an insurance broker or customers of an insurance agent or an agent offering supplementary insurance, performing agency activities for more than one insurance company within the same insurance department, in accordance with the appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities, containing reservations concerning those entities in the scope which is not related to the insurance coverage provided by us.

- 3) In the case of legal persons or companies without legal personality, a complaint shall mean an address, including an appeal addressed to us containing reservations regarding services provided by us. Exceptions include addresses concerning insurance brokers, insurance agents or agents offering supplementary insurance, performing agency activities for more than one insurance company within the same insurance department, in accordance with the appendix to the Act of 11 September 2015 on Insurance and Reinsurance activities, containing reservations concerning those entities in the scope that is not related to the insurance coverage provided by us.
- 4) Complaints can be submitted to us in the following ways:
 - a) in writing:
 - by post to the following registered office address:
 UNIQA Towarzystwo Ubezpieczeń S.A., ul. Chłodna 51, 00-867 Warszawa,
 - in person at our customer service unit or our registered office.
 - to the electronic delivery address referred to in the Electronic Delivery Act of 18 November 2020, (the address is: UNIQA Towarzystwo Ubezpieczeń S.A., AE:PL-71235-46013-CSHSF-26);
 - b) by electronic means via the form available at uniqa.pl/ reklamacje;
 - c) orally by calling our hotline +48 22 599 95 22 or in person for the record at our customer service unit.
- 5) The response to a complaint shall be given in writing or, in the case of a complaint lodged by a natural person by e-mail, if the natural person filing the complaint files an application for a reply in this form. In addition, at the application of the person, we shall confirm the fact of submitting the complaint in writing or in any other agreed manner.
- 6) We will respond to a complaint immediately, not later than within 30 days from the date of its receipt.
- 7) In particularly complex cases, in which we are not able to examine the complaint and respond to it within 30 days, we will inform the person who filed the complaint of the reason for the delay. In such a case, we will respond to the complaint not later than within 60 days from the date of its receipt.
- 8) If the natural person submitting the complaint does not agree with our position expressed in the response to the complaint, they may file an application for considering the case to the Financial Ombudsman, and may also bring an action against UNIQA before a common court according to the jurisdiction specified in the GTCI.
- 9) A customer who is a consumer also has the option of requesting assistance from a local County (District) Consumer Ombudsman.
- We are subject to the supervision of the Polish Financial Supervision Authority.
- 11) In accordance with Article 31 of the Act of 23 September 2016 on Out-of-court Resolution of Consumer Disputes, UNIQA informs that the entity authorised to conduct the proceedings for UNIQA in the cases of out-of-court resolution of disputes with consumers within the meaning of the Act is the Financial Ombudsman (ul. Nowogrodzka 47A, 00-695 Warszawa; www.rf.gov.pl).
- 12) Entities that are not entitled to file a complaint in accordance with the provisions of subparagraphs 1)—3) have the right to file an appeal. The provisions of subparagraphs 4)—7) and 11) shall apply mutatis mutandis to appeals made by those entities, provided that in particularly complex cases where we are unable to consider the appeal and respond within 30 days, we will inform the person who filed it of the reason for the delay within that period of time. In such a case, we shall respond to the appeal not later than within 90 days from the date of its receipt.

2. How are jurisdiction and applicable law regulated?

 Actions for claims under an insurance contract may be instituted according to the general regulations or before the court having jurisdiction over the place of residence or place of business of the policyholder, the insured or the entity entitled under the insurance contract.

- 2) Actions for claims under an insurance contract may be instituted according to the regulations on general jurisdiction or before the court having jurisdiction over the place of residence of the heir of the insured or the heir of the entity entitled under the insurance contract
- 3) In matters not regulated in the GTCI, the provisions of Polish law shall apply.

IX. Dictionary of terms

- agent an insurance agent performing insurance mediation activities in relation to an insurance contract concluded on the basis of the GTCI;
- 2) **foreigner** a natural person for whom Poland is not a permanent place of residence;
- 3) day of insurance event for individual risks, respectively:
 - a) accidental bone fracture date of the accident causing the bone fracture;
 - b) bodily injuries as a result of an accident the day of the bodily injury as a result of an accident;
 - c) death as a result of an accident the day of the accident;
 - d) bone fracture as a result of an accident or bodily injury as a result of an accident that may result in the benefit in the form of a reimbursement of rehabilitation costs – the day of bone fracture as a result of the accident or bodily injury as a result of the accident;
 - e) loss of documents necessary for travel day of the loss of documents;
 - f) non-participation in a sports event caused by a random event the day of the random event;
- 4) rehabilitation costs costs incurred by the insured in connection with rehabilitation resulting from an accident resulting in a broken bone or bodily injury, occurring during the insurance period, carried out at the instruction of a doctor by a qualified team of physiotherapists, in order to restore the insured person's health condition from before the accident;
- 5) accident sudden fortuitous event brought about exclusively by an external cause, independent of the will or the state of health of the insured that happened during the coverage period and caused bodily injury to the insured, with a myocardial infraction, cerebral stroke and other illnesses, even if occurring suddenly, or the results of overexertion, lifting or bending over by the Insured not being considered an accident; in the case of the risk of accidents consequences, the accident must occur in Poland;
- 6) insurance period the period specified in the insurance contract and indicated in the policy, during which UNIQA TU S.A. bears liability and provides insurance coverage;
- 7) **policy** a document confirming the conclusion and terms of the insurance contract;
- 8) crossing the finish line completion of the participation in a sports event on the terms specified in the organizer's regulations, confirmed by the organizer through data saved in its system or by the participant by transferring data saved in an application to the organizer's system, which includes the start time of the activity, the time of ending the activity, the date, distance and time (or documents the parameters in another way permitted by the organizer's regulations);
- 9) crossing the start line starting the participation in a sports event on the terms specified in the organizer's regulations, confirmed by the organizer through data saved in its system or by the participant by transferring data saved in an application to the organizer's system which includes the starting time of the activity, the time of ending the activity, the date, distance and time (or documents the parameters in another way permitted by the organizer's regulations);
- sum insured upper limit of the Insurer's liability for individual insured events;
- 11) loss of documents necessary for travel loss of the following documents necessary for travel that is to take place or takes

- place in order to participate in a sports event taking place in Poland during the insured period: passport, ID card, exit visas;
- 12) **sports event** a planned and organized event taking place in Poland, aimed at supporting and promoting physical activity, having an organizer, regulations, detailed program and duration, but not being high-risk sports referred to in part VII, item 2;
- 13) **fortuitous event** the following events that occurred during the insurance period applicable to a given fortuitous event and which prevent the insured from participating in a sports event:
 - a) delay of the means of transport cancellation or delay of a means of transport whose carrier is licensed for domestic road transport of passengers, lasting at least 120 minutes and preventing the insured from reaching and participating in a sports event taking place in Poland;
 - critical illness the first occurrence of a critical illness at the insured, specified on the list of critical illnesses constituting Appendix 1 to the GTCI, understood as:
 - diagnosed illness of the insured, or
 - treatments performed on the insured,
 - if during the insurance period the diagnosis or procedure took place for the first time or the diagnostics and treatment procedure was started for the first time;
 - c) death of a close person death of the following people close to the insured: spouse, partner, child, parents, parents-inlaw, siblings, grandparents;
 - d) loss of documents necessary for travel loss of the following documents necessary for travel that is to take place or takes place in order to participate in a sports event taking place in Poland during the insured period: passport, ID card, entry visas:
 - road accident or collision a road event requiring police intervention, as a result of which the insured loses the ability

- to reach a sports event taking place in Poland, which took place within six days before the sports event or on the day of the sports event until the time set by the organizer of the sports event as the starting time of the event for a given group of participants in which the insured is included; the time is determined by the organizer of the sports event;
- bone fracture or body injury bone fracture as a result of an accident as defined in the GTCI and bodily injury as a result of an accident as defined in the GTCI;
- 14) **insurance incident** the following events that occurred during the insured period:
 - a) unfortunate accident that occurred during a sports event taking place in Poland, resulting in:
 - bone fracture of the insured,
 - bodily injury of the insured,
 - bone fracture or bodily injury of the insured that may result in the benefit of reimbursement of rehabilitation costs,
 - death, provided that it occurred within 180 days from the date of the accident and the direct cause of which was the bodily injury suffered by the insured as a result of the unfortunate accident;
 - b) loss of documents necessary for travel;
 - c) non-participation in a sporting event due to a random event.

X. Final provisions

In matters not regulated by the GTCI and the insurance contract, the relevant provisions of Polish law shall apply.

The GTCI were approved by the resolution of UNIQA TU Management Board of 19 December 2023.

Contact details

Do you have any questions about the insurance?

- write to: ubezpieczenia@uniqa.pl
- call us at: tel. 0801 200 200 or +48 22 599 95 22 (connection cost according to the operator's tariff)

Do you want to submit an instruction to withdraw from the insurance contract or terminate the insurance contract?

- send us a declaration of withdrawal from the insurance contract or its termination:
 - you can send a written declaration to the following address:
 UNIQA Towarzystwo Ubezpieczeń S.A.
 Chłodna 51
 00-867 Warsaw
 with a note: Bancassurance and Affinity Unit
 - or send the declaration by e-mail to ubezpieczenia.ba@uniqa.pl
 - you can also submit a declaration using the form available on our website uniqa.pl
- or send your agent a declaration on withdrawal from the insurance contract or its termination:
 - you can send a written declaration to the following address:
 Ubezpieczenia dla aktywnych sp. z o.o.
 50-078 Wrocław
 ul. Stanisława Leszczyńskiego 4/29
 - or send the declaration by e-mail to kontakt@udao.pl

Do you want to file a claim?

- the claim form is available at: uniqa.pl
- write to:
 UNIQA Towarzystwo Ubezpieczeń S.A.
 Chłodna 51
 O0-867 Warsaw
 with a note: Bancassurance and Affinity Unit
- send your application by e-mail to: wyplaty.naskan@uniqa.pl

Filing a complaint

- orally by phone at +48 22 599 95 22 or in person for the record at our customer service unit
- in writing:
 - by post to the following registered office address: UNIQA Towarzystwo Ubezpieczeń S.A., ul. Chłodna 51, 00-867 Warszawa
 - in person at our customer service unit or our registered office
 - to the electronic delivery address referred to in the Electronic Delivery Act of 18 November 2020, (the address is: UNIQA Towarzystwo Ubezpieczeń S.A., AE:PL-71235-46013-CSHSF-26)
- by electronic means via the form available at: uniqa.pl/ reklamacje

Appendix no. 1 - List of critical illnesses

1)	coronary angioplasty
2)	bacterial meningitis
3)	Alzheimer's disease
4)	Creutzfeldt-Jakob disease
5)	motor neuron disease
6)	Parkinson's disease
7)	muscular dystrophy
8)	benign brain tumour
9)	primary pulmonary hypertension (idiophatic)
10)	aplastic anaemia
11)	renal failure
12)	malignant neoplasm
13)	burns
14)	abdominal aorta surgery
15)	thoracic aorta surgery
16)	coronary bypass surgery
17)	organ transplant
18)	end-stage liver failure
19)	multiple sclerosis
20)	coma
21)	brain stroke
22)	loss of limbs
23)	loss of speech
24)	loss of hearing
25)	loss of sight
26)	infection with HIV virus during the performance of official duties

27)	infection with HIV virus due to blood transfusion
28)	encephalomyelitis
29)	myocardial infarction
30)	Lesniowski-Crohn disease
31)	cardiomyopathy
32)	paresis (paralysis)
33)	fluminant hepatitis
34)	serious head injury
35)	end-stage respiratory failure
36)	systemic lupus erythematosus
37)	scleroderma
38)	replacement or plastic operation of the heart valve
39)	bacterial endocarditis
40)	borreliosis
41)	Huntington's disease
42)	tuberculosis
43)	massive pulmonary embolism treated surgically
44)	tick-borne encephalitis
45)	brain echinococcosis surgery
46)	brain abscess surgery
47)	sepsis (septicaemia)
48)	tetanus
49)	rabies
50)	infected pancreatic necrosis
51)	gas gangrene