



## SPECIAL TERMS AND CONDITIONS OF All Risk Trip Cancellation Insurance

	TYPE OF INFORMATION	PROVISIONS OF THE SPECIAL TERMS AND CONDITIONS OF ALL RISK TRIP CANCELLATION INSURANCE
1.	Prerequisites for paying compensation and other benefits	Article 2; Article 3 par. 3 and 4; Article 5 par. 2 and 3; Article 7.
2.	Limitations and exclusions of liability of the insurance company giving authorization to refuse to pay compensation and other benefits or to reduce them	Article 5 par 4; Article 6 par. 3 and 4; Article 8 par. 5; Article 10.

Table of benefits and limits;	Variant I Cancellation of a Trip	Variant II Cancellation / Interruption of a Trip
<b>Cancellation of a Trip</b>	max 3 500 EUR	max 3 500 EUR
<b>Interruption of a Trip</b>	x	max 500 EUR for return ticket
		20 EUR for each untapped day max 160 EUR

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## Article 1. General provisions

1. These Special Terms and Conditions, hereinafter referred to as STCI, shall apply to a group insurance contract concluded between Inter Partner Assistance S.A., with registered office in Brussels operating in Poland through Inter Partner Assistance S.A. Branch in Poland, member of the AXA Assistance group, hereinafter referred to as Insurer, and eSky.pl S.A. with headquarters in Katowice, 40-265 Murckowska 14a St. , hereinafter referred to as the Policyholder.
2. The group insurance contract is concluded to the benefit of a third party – Insured person; in this case the provisions of these STCI apply accordingly to the person to the benefit of whom the group insurance contract has been concluded.

## Article 2. Definitions of terms

The terms used in these STCI and other documents associated with the insurance contract mean as follows:

1. **Terrorist act** – use of force or violence or threat to use them by any person or a group of persons, individually or on someone else's behalf or in cooperation with any organization or government, committed for political, religious, ideological reasons or purposes, which cause damage to human life and health, property, tangible or intangible assets or infrastructure, including with the intention to influence the government, intimidate the population or specific social groups.
2. **Insurance document** – a document issued by the Insurer or on his behalf as a confirmation of entering into the Insurance.
3. **Service provider** – Policyholder.
4. **Natural disaster** – destructive effects of the forces of nature covering extended areas of territory, i.e. fire, explosion, lightning strike, gale, hail, hurricane, flood, inundation, avalanche, landslide, volcanic activity, earthquake.
5. **Customer** – being a natural or legal person or entities. Policyholder, Insured person or person entitled under the insurance contract.
6. **Theft with burglary** – attempt to seize or seizure of an item belonging to the Insured person by a third party by breaking-in, i.e. entering locked premises, by unlawfully breaking security devices or overcoming another security obstacle using force.
7. **Place of residence** – a residential apartment or single-family home located in the country of permanent residence in which the Insured person lives permanently.
8. **Sudden illness** - sudden health disorder of the Insured person, which, due to its nature, poses a direct threat to life or health of the Insured person regardless of its will and requires immediate, necessary treatment.
9. **Personal accident** – unexpected and sudden event caused by external circumstances, in the consequence of which the Insured person, irrespective of his or her will, suffered a health disorder, physical injury or died.
10. **Relative** – person being the following for the Insured person: spouse or life partner, child, stepchild, adopted child or foster child, parent, adoptive parent, foster parent, father-in-law, mother-in-law, step-father, step-mother, grandfather, grandmother, grandchild, sibling, son-in-law, daughter-in-law, who are not Co-insured person.
11. **Trip** – performance of the contract for booking accommodation or airline tickets or packaged together at least two tourist services (f.e. a tour including transport, accommodation and car renting) .
12. **Complaint** – Customer's address to the Insurer in which the Customer presents reservations about the services rendered by the Insurer.
13. **Insured person** – natural person under the age of 85 who made a declaration of intent to enter into the insurance contract.
14. **Beneficiary** - person designated by the Insured person, entitled to receive the benefit in case of the Insured person death. If the Beneficiary is not appointed, the benefits are due to the heirs of the Insured person in the order and amount consistent with the rules of statutory succession.
15. **Co-insured person** – person traveling together with the Insured person, whose data are contained in the same booking document or which is insured under the same Insurance document, with the proviso that compensation may be paid out to a maximum of 5 Co-insureds.

16. **COVID-19 illness** - a sudden disorder of the Insured's state of health which occurred as a result of infection with the SARS-CoV-2 virus, which poses a direct threat to the Insured's life or health and requires the necessary immediate treatment.
17. **Chance event** – unforeseeable event not dependent on the Insured person's will. For the purpose of these STCI, a Chance event means: Theft with burglary at the Place of residence, and/or Natural disaster at the Place of residence.
18. **Insured event** – event covered by the insurance contract which occurred during the insured period on the basis of which the Insurer is obliged to render an insurance benefit on base of STCI to the Insured person.

## Article 3. Entering into the insurance contract

1. The Insured person enters into the insurance contract through the Policyholder.
2. The Policyholder is obliged to provide Insured person with STCI before his entering into the insurance contract and provide him with information about the provisions of the contract as far it relates to his rights and obligations.
3. Entering into the insurance contract is possible on the day of conclusion of the contract for/ booking the Trip and its payment.
4. The insured person selects one of two options while entering into the insurance contract:
  - 1) Variant I - Cancellation of Trip,
  - 2) Variant II - Cancellation / Interruption of Trip.
5. The Insured may not withdraw from the insurance contract after the insurance coverage period has started.

## Article 4. Insurance premium

1. The Insurer specifies the insurance premium on the basis of the rates in effect on the day the insurance contract is concluded.
2. The insurance premium is paid according to insurance contract provisions.
3. The Policyholder is the responsible party for the payment of the insurance premium to the Insurer.

## Article 5. Duration of insurance coverage

1. The insurance period (time during which the Insurer provides insurance coverage) is indicated in the Insurance document.
2. For the Trip Cancellation the insurance coverage starts on the day after the of joining the insurance contract, and ends at:
  - 1) the start of the first tourist service from the package,
  - 2) check-in case of accommodation,
  - 3) boarding on an airplane in case of an airplane ticket.
3. For the Trip Interruption the insurance coverage starts at:
  - 1) the start of the first tourist service from the package,
  - 2) check-in case of accommodation,
  - 3) boarding on an airplane in the case of an airplane ticket.and ends with the start of the last day of the Trip.
4. The Insurer's liability expires on the day:
  - 1) when Insurer accept the liability for damage related to a given Insured event,
  - 2) of death of the Insured person in regard to this Insured person,
  - 3) on the last day of the insurance period.

## Article 6. Sum insured

1. The sum insured applied for each Insured person is indicated in Insurance document.
2. The amount constituting the upper limit of the Insurer's liability for losses sustained in the insurance period.
3. In case of Trip Cancellation, the sum insured is the paid price specified in the contract, the price of tourist services, airline tickets or accommodation, however, not more than 3 500 EUR for single Insured person and for one Trip.
4. In case of Interruption insurance the sum insured is the cost of return transport (max up to 500 EUR for single Insured person) and 20 EUR for each untapped day of the Trip (max up to 160 EUR for single Insured person).

#### **Article 7. Subject and scope of the Insurance**

1. In case of Trip Cancellation Insurance the subject of insurance is cost of cancellation of booked Trip, incurred by the Insured person prior to its commencement, in accordance with the written provisions of the Trip agreement / terms of participation concluded through Service provider.
2. In case of Trip Interruption Insurance the subject of insurance is cost of:
  - 1) organization and coverage of return transport to the Place of residence of Insured person,
  - 2) compensation for each untapped day of the Trip.
3. The Insurer accepts responsibility for the following Insured events that are sudden, unforeseeable and independent of the Insured and occurred during the insurance period and preventing the Trip from being completed:
  - 1) Sudden illness of the Insured person, Co-insured person or their Relatives,
  - 2) Personal accident of the Insured person, Co-insured person or their Relatives,
  - 3) death of the Insured person or Co-insured person or their Relatives,
  - 4) material loss (property damage) incurred by the Insured person or Co-insured person caused by a Chance event, in connection with which the presence of the Insured person or Co-insured person in the Place of residence is necessary to perform legal and administrative activities during their planned Trip,
  - 5) loss of employment by the Insured person or Co-insured person. The Insurer shall not be liable if the termination of employment occurred due to the fault of the employee within the meaning of the labor law,
  - 6) commencement of work by the Insured person or Co-insured person, appointed by the new employer on the day falling during the planned Trip, provided that the Insured person or Co-insured person did not know the date of commencement of work,
  - 7) reported to the relevant authorities and documented theft of the Insured's or Co-Insured's documents that are necessary for the Trip (passport, visa, etc.);
  - 8) another documentable sudden reason causally or temporally prevents Trip.

#### **Article 8. Making a claim**

1. In case of Trip Cancellation, the Insured person shall immediately after the occurrence of the Insured event cancel the reservation of / cancel the contract for the Trip in a manner consistent with the terms and conditions of the reservation, but no later than within 3 days. The notification of Service provider or entity responsible for the performance of the given tourist service should be in writing.
2. In case the Trip interrupt is necessary, the Insured person is obliged to immediately call the Assistance Center at 24/7 +48 22 529 85 06 in order to notify the Insurer of the Insured event and enable him to organize return transport.
3. The Insured person is obliged, as far as possible, to prevent the loss from increasing and to limit its consequences.
4. A claim related to reimbursement of expenses incurred or compensation for unused Trip may be sent to the Insurer at the following address: ul. Prosta 68, 00-838 Warsaw or via e-mail to the address: [claims@axa-assistance.pl](mailto:claims@axa-assistance.pl).
5. Depending on the type of Insured event, the claim should contain documents confirming the legitimacy of the claims, including:
  - 1) completed and signed loss report form,
  - 2) copy of the contract for tourist services, confirmation of booking accommodation and / or airline tickets together with the conditions of resignation,
  - 3) medical record which describes the type and nature of injuries or symptoms, containing a precise diagnosis and treatment prescribed,
  - 4) police report or protocol drawn up by another institution in case of events related to the intervention of the given authorities,
  - 5) originals or copies of invoices and proofs of payment for Trip,
  - 6) information prepared by the Service provider or the entity responsible for the performance of the given tourist service about

the acceptance of resignation and the amount of reimbursement of incurred costs which the Insured person receives in connection with resignation from the services in accordance with the contract / regulations / booking conditions,

- 7) other documents proving the occurrence of a given Insured event.
6. In the event of the Insured person death, the Beneficiary is obliged to submit a shortened death certificate of the Insured person, an order confirming the purchase of the inheritance (in the case of heirs) and a set of documents confirming the given Insured event.

#### **Article 9. Determination of the justness of the claims and the value of the benefits**

1. In case of claim from Trip Cancellation Insurance, Insurer deduct a 10% from the due benefit amount each time.
2. Determining the legitimacy of claims and the amount of benefits due is carried out on the basis of the complete documentation submitted by the Insured person.
3. At the request of the Insurer, if the documents indicated in these STCI prove to be insufficient, the Insured person will be required to submit other documents necessary to determine the legitimacy of the claims and the benefit.
4. The Insurer will pay the benefit within 30 days from the day on which the occurrence of the Insured event is reported.
5. If it is impossible to clarify the circumstances necessary to determine the Insurer's liability or the value of the benefit within the above deadline, the benefit will be paid within 14 days from the day on which, taking all due care, it became possible to clarify those circumstances, with a proviso that the indisputable part of the benefit will be paid by the Insurer within the deadline stipulated in par. 4 of this Article.
6. If the benefit is not due or is due at a different amount from the one specified in the claim, the Insurer will inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the benefit.
7. The benefit is paid in Polish zlotys or in Euro. The conversion into Polish zlotys or Euro of expenses incurred in foreign currencies is made at the average NBP exchange rate binding on the day the benefit payment decision is issued.

#### **Article 10. Exclusions of Insurer's liability**

1. The Insurer does not cover situations when the Insured person failed to notify the Service provider about cancellation of the service.
2. Insurance does not cover cases where the event occurred due to:
  - 1) intentional acts and the acts which took place as a result of intentional self-inflicted bodily injury, of a suicide, attempted a suicide or a crime,
  - 2) mental illnesses,
  - 3) the Insured person, Co-insured person or their Relatives remaining under the influence of alcohol, after consumption of alcohol, drugs or other intoxicants, as well as psychotropic substances or medications having similar effects,
  - 4) failure to comply with the contract by the Service provider or entity responsible for the performance of the given tourist service (ex. cancellation of room booking by hotel, flight cancellation by airline, tour operator bankruptcy, employees strike),
  - 5) sexually transmitted diseases, AIDS, HIV,
  - 6) participation in animal hunting,
  - 7) lack of the required documents (including a visa, passport, green card, certificate of required vaccinations, QR code) necessary to make the Trip at the time of its commencement, if it was caused by the Insured's negligence / omission.
3. Insurance does not cover cancellation of the Trip as a result of:
  - 1) any event occurred at The Trip destination (e.g. extreme weather, hurricane, flood, earthquake, war, riots, epidemic, pandemic),
  - 2) Terrorist attacks at the Trip destination, unless it took place not earlier than 30 days before the start of the Trip and not more than 200 kilometres from the destination and was announced in the media,

- 3) epidemic, pandemic (excluding COVID-19 Illnes) or when there are any restrictions regarding traveling in any country, that involves a Trip (including departure country).
4. The Insurer is also not responsible for Insured events that were known to the Insured person before his entering into the insurance contract.

#### **Article 11. Recourse claims**

1. On the day the benefit is paid the claims against the third party liable for the loss are transferred to the Insurer, up to the amount of the benefit paid by the Insurer. In a situation where the Insurer covered only a part of the loss, the Insured person has priority of satisfaction of claims before the Insurer's claims as regards the remaining part.
2. The Insured person claims referred to in par. 1 hereof against persons with whom the Insured person lives in the same household or for which is responsible are not transferred to the Insurer, unless the perpetrator caused the loss intentionally.
3. The Insured person is obliged to offer assistance to the Insurer in pursuing claims for compensation against persons responsible for the loss by providing the necessary information and documents and to make it possible to take actions necessary to pursue recourse claims.

#### **Article 12. Final provisions and Complaints**

1. All declarations, notifications and applications related to the insurance contract and submitted to the Insurer, excluding those which, on the basis of these STCI, are conveyed to the Assistance Call Center, should be submitted in writing under the pain of nullity.
2. The English or Polish language applies in all contacts and correspondence with the Insurer.
3. In case of insurance contracts to which these STCI apply are governed by the Polish law.
4. Complaints are filed:
  - 1) in writing:
    - a) in person at the Insurer's registered office or the agent's branch;
    - b) by post to the Insurer's address:  
Quality Department of Inter Partner Assistance Polska S.A.  
ul. Prosta 68; 00-838 Warszawa
  - 2) electronically to the e-mail address: [quality@axa-assistance.pl](mailto:quality@axa-assistance.pl).
5. The Complaint should contain the following data:
  - 1) Customer's first and last name; company's name;
  - 2) the Customer's full correspondence address, or
  - 3) e-mail address to which the reply should be sent;
  - 4) indication of the insurance contract referred to in the Complaint;
  - 5) description of the problem being reported as well as the subject and circumstances justifying the Complaint;
  - 6) actions expected by the Customer;
  - 7) if the Customer expects that the reply be sent by electronic mail – the Customer's request in this regard.

6. If in the process of considering the Complaint it is necessary to obtain additional information related to the notification, the Insurer will ask the Customer to provide such information.
7. The Insurer will reply without unnecessary delay, not later though than within 30 days of receiving the Complaint. To observe the deadline, it is sufficient to send the reply before the deadline is up.
8. In particularly complicated cases which make it impossible to consider the Complaint and to reply to it within the deadline referred to in par. 7, the Insurer:
  - 1) explains the reason for the delay;
  - 2) indicates the circumstances which must be clarified in order for the case to be examined;
  - 3) indicates the anticipated date by which the Complaint will be examined and a reply given.
9. The Insurer's reply will be sent to the postal address, unless the Customer asked that the reply be sent by electronic mail, in this case the reply will be sent electronically to the e-mail address.
10. The Customer may take legal action. The action for claim under the insurance contract may be brought before a competent court in accordance with the law on general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, or the place of residence of the Insured person, the person entitled or their heirs.
11. The Customer being a consumer may also ask a competent local Polish District (Municipal) Consumer Ombudsman for assistance.
12. The Customer has the right to apply to the Polish Financial Ombudsman to conduct a procedure aimed at settling a consumer dispute associated with the insurance contract out-of-court. More information about this subject is available on the Financial Ombudsman's website at <https://www.rf.gov.pl/>.

These STCI apply to Insured persons who have entered into the insurance contract from November 17, 2020.

# Informational brochure personal data processing

Our company attaches high importance to processing of your personal data. For this reason, in this document we present detailed information why and for what purpose we process your personal data, what rights you have in connection with their processing, and any other information in this regard which may be significant to you.

## 1. Controller of the personal data

The Controller of your personal data is Inter Partner Assistance S.A. with registered office in Brussels, operating in Poland through Inter Partner Assistance S.A. Branch in Poland with registered office in Warsaw, ul. Prosta 68: 00 – 838 Warszawa (hereinafter referred to as: "Insurer" or "AXA"). The Insurer is a part of the international AXA Group. Website address [www.axa-assistance.pl](http://www.axa-assistance.pl). As part of his insurance activities, the Insurer acts as data controller, i.e. defines how and for what purpose your data will be used.

## 2. Data protection supervisor

The Insurer uses the services of the data protection supervisor who supervises proper processing of personal data. All necessary specimens of requests and applications concerning personal data protection can be found on the website [www.axa-assistance.pl/iodo/](http://www.axa-assistance.pl/iodo/).

You can contact IODO in a manner that best suits your preferences and capabilities:

- x by e-mail [iodo@axa-assistance.pl](mailto:iodo@axa-assistance.pl),
- x using a contact form on the website [www.axa-assistance.pl](http://www.axa-assistance.pl),
- x by post to the address:  
ul. Prosta 68, 00-838 Warszawa

You can contact the data protection supervisor in case of any questions concerning processing of your personal data and to exercise your rights indicated below.

## 3. Purposes of and bases for personal data processing

Your personal data may be processed for the following purposes:

- x concluding and performing the insurance contract and evaluating the insurance risk – the legal basis for data processing, including data concerning the health condition, are the provisions of the law and purposes in the form of concluding and performing the agreement;
- x automatically evaluating the insurance risk as part of profiling prior to concluding the contract – the legal basis for data processing are the provisions of the law;
- x direct marketing of the controller's products and services, including processing of data for analytical purposes and for the purpose of profiling prior to concluding the insurance contract – the legal basis for data processing is processing in a justified interest of the controller; a justified interest of the controller means direct marketing of his services;
- x direct marketing of the controller's products and services, including processing of data for analytical purposes and for the purpose of profiling after expiry of the insurance contract – the legal basis for data processing is a consent which you can send us;
- x fulfilling the controller's duties associated with reporting obligations – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- x accounting and tax purposes and purposes associated with charging fees – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- x pursuing and handling claims associated with the insurance contract or protection against claims – the legal basis for data processing is fulfilment of the controller's justified interest;
- x as a measure preventing insurance fraud – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- x re-insuring of risks – the legal basis for data processing is the need to perform it for the purpose of fulfilling the controller's justified interest; the legally justified interest of the controller pertains to reducing the insurance risk associated with the concluded contract through re-insurance.

## 4. Recipients or categories of recipients of personal data

Your personal data may be conveyed to the following categories of recipients:

- x entities authorized to receive personal data under the Act on insurance and re-insurance activities of 11 September 2015 and other provisions of the law, including other insurers in connection with recourse claims and re-insurers,
- x entities processing personal data in behalf of AXA, among other things, entities fulfilling the benefits ensuing from the insurance contract, providers of IT services, entities processing data for the purpose of collecting debt, marketing agencies, or insurance agents – where such entities process data on the basis of an agreement with the controller and solely in line with AXA's instructions.

We may convey your personal data to other entities as part of the international AXA Group which cooperate with us in providing specific services such as: claim adjustment, call recording and verification of the entities' permits to pursue a given business activity. The aforementioned groups of entities act on our behalf, however, we are liable for how they use your personal data for the aforementioned purposes.

Moreover, we may convey your personal data to other entities belonging to/comprising the international AXA Group for the purpose of managing the costs of claims, improving the products, personalizing the product offer and preventing insurance fraud and detecting it.

## 5. Conveying personal data to a third country

Your data may be conveyed to a third party in a situation where it is necessary to render a specific performance under the insurance contract concluded by you and when this is necessary to protect significant interests of yours or of insured persons, especially in case of an insurance contract under which we operate to protect health or life. The AXA Group conducts its business globally, which means that foreign entities provide specific services to it. While conveying the data outside of the European Economic Area and Switzerland, we guarantee such level of protection which best fulfils the requirements of protection of personal data in effect in Poland.

## 6. Personal data storage period

Your personal data will be stored accordingly:

- x for the duration of the contract and subsequently until the moment the claims under the insurance contract expire or
  - x until the moment AXA's legally justified interest is fulfilled or
  - x until the expiry of the obligation to store data ensuing from the provisions of the law, in particular, the obligation to keep accounting documents concerning the insurance contract or
  - x for a period of 12 years from the day on which the insurance contract is terminated for statistical purposes, including for the purpose of determining, on the basis of personal data, the value of the insurance premiums, re-insurance premiums and technical insurance reserves for solvency purposes and technical insurance reserves for the Insurer's accounting purposes.
- The Controller will cease processing the data for direct marketing purposes, including profiling and for analytical purposes, if you object to processing of your data for those purposes. If you gave your consent for the personal data to be processed for marketing purposes, they will be kept until the moment you withdraw your consent to process your personal data.

## 7. Rights of the data subject

You have the right to:

- x access your data;
- x rectify/correct your data;
- x delete the personal data;
- x limit processing of your personal data;
- x transfer the data;
- x lodge an objection to processing of your data.

You may exercise those rights in the situations and within the scope stipulated in the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. (Regulation). The Regulation applies starting from 25 May 2018. Within the scope in which the basis for processing your personal data is the consent, you have the right to withdraw the consent at any time. Withdrawal of the consent does not have an impact on the legality of processing of personal data which was performed on the basis of the consent prior to its withdrawal or the purpose of processing of data on a different basis (provisions of the law, justified interest of the controller).

You have the right to lodge a complaint to the supervisory body – President of the Personal Data Protection Office

## 8. Information whether provision of personal data is a statutory or contractual requirement

Conclusion of the contract itself does not oblige you to provide your personal data but these data are necessary to conclude and perform the insurance contract and to evaluate the insurance risk – refusal to provide personal data makes it impossible to conclude the insurance contract.

## 9. Automated decision-making

Information which you provide in the application to conclude or adjoin an insurance contract will be automatically processed in the systems of the AXA Group for the purpose of evaluating the insurance risk. Its outcome will decide whether you will receive a proposal to conclude the insurance contract, a negative reply or a proposal to conclude the insurance contract on terms and conditions differing from those offered initially. In connection with the automated decision-making process, you have the right to receive appropriate clarifications regarding the basis for the decision taken, to question that decision, to express your own stance or to have a human interfere (i.e. to have a human analyze the data and make the decision).