



Special Terms and Conditions of Insurance BASIC Trip Cancellation

1.	Criteria for payment of compensation and other benefits.	Art. 2(19); Art. 3(1) and (3); Art. 7; Art. 8(1).
2.	Limitations and exclusions of liability of the insurance institution entitling to refuse to pay compensation or other benefits or to reduce them.	Art. 5(2) and (3); Art. 6(3); Art. 9(1) and (2); Art. 10 Table of Benefits and Limits.

Table of Benefits and Limits	BASIC Trip Cancellation
Trip Cancellation	max EUR 6,000 for one Insured Party max EUR 36,000 for all Co-Insured Parties

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I. General Provisions

1. These Special Terms and Conditions of Insurance, hereinafter STCI, apply to the Group Insurance Contract concluded between Inter Partner Assistance S.A. with registered office in Brussels, operating in Poland through Inter Partner Assistance S.A. Oddział w Polsce (Branch in Poland), a member of AXA Group, hereinafter referred to as the Insurer, and eSky.pl S.A. with registered office in Katowice 40-265, ul. Murkowska 14a, hereinafter referred to as the Policyholder.
2. The insurance contract is concluded for the benefit of another person. The provisions of these STCI apply to the person for the benefit of whom the insurance contract is concluded.

II. Definitions

The terms used in these STCI and other documents related to the insurance contract shall have the meanings assigned below:

1. **Terrorist Attack** – ideologically motivated, planned and organised actions of individuals or groups resulting in violation of the existing legal order, taken to coerce the state authorities and society into taking specific actions or providing specific considerations.
2. **Insurance Document** – a document issued by the Insurer or on its behalf as a confirmation of accession of the Insured Party to the insurance contract under these STCI.
3. **Service Provider** – Policyholder.
4. **Chronic Disease** – all disorders of and deviations from the normal health condition that were diagnosed, treated or manifested symptoms within 24 months prior to accession to the insurance contract.
5. **Natural Disaster** – destructive effects of the forces of nature in the form of a fire, lightning strike, storm, hail, heavy rainfall, hurricane, flood, avalanche, landslide, volcanic activity, earthquake.
6. **Client** – Policyholder, Insured Person, beneficiary under the contract of insurance and person seeking insurance coverage, being a natural person, legal person or a partnership without legal personality.
7. **Theft** – seizure of an item that is a property of the Insured Person by a third party through breaking and entering, i.e. entering closed rooms by means of unlawful bypassing of safeguards or any other securing obstacle with force.
8. **Place of Residence** – a residential apartment or a detached residential building where the Insured Party or Co-Insured Party resides permanently, according to his/her declaration.
9. **Sudden Illness** – a sudden disorder of health which, due to its nature, poses a direct threat to the life or health and which requires necessary and immediate treatment.
10. **Accident** – an unexpected and sudden event resulting from an external cause, causing a disorder of health, bodily injury or death.
11. **Relative** – spouses, children, parents, legal guardians, parents-in-law, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter and cohabiting persons who are not Co-Insured Parties at the same time..
12. **Trip** – performance of a contract regarding booking of accommodation, plane tickets or a package of at least two tourism services (e.g. a trip including transport, accommodation and car rental).
13. **Complaint** – objections regarding the services provided by the Insurer, addressed by the Client to the Insurer.
14. **Insured Party** – a natural person who submitted the declaration of intent regarding accession to the insurance contract.
15. **Beneficiary** – a person, named by the Insured Party, entitled to receive the compensation in case of the Insured Party's death. In case of failure to appoint a Beneficiary, the benefit shall be due to the statutory heirs of the Insured Party in the order and at the value resulting from the statutory inheritance rules.
16. **Co-Insured Party** – a person travelling together with the Insured Party, whose data are entered in the same Trip booking/contract document and who shares insurance coverage with the Insured Party.
17. **COVID-19 Illness** – a sudden disorder of health of the Insured Party resulting from SARS-CoV-2 infection (confirmed with a test performed according to doctor's indications, performed after examination of the Insured Party), posing a direct threat to the life or health of the Insured Party and requiring necessary and immediate treatment.
18. **Fortuitous Event** – an event beyond the Insured Party's control and unpredictable, i.e. Burglary at the Place of Residence and/or Natural Disaster at the Place of Residence.
19. **Insured Event** – an event covered by the insurance contract that took place within the period of insurance coverage, giving rise to the Insurer's obligation to provide an insurance benefit to the Insured Party under these STCI.

III. Accession to the Insurance Contract

1. The Insured Party accedes to the insurance contract through the Policyholder.
2. The Policyholder shall provide the Insured Party with these STCI and inform him/her about the content of the insurance contract to the extent it applies to his/her rights and obligations.
3. Accession to the insurance contract is possible for 5 days from the day of conclusion of the Trip contract/booking and payment for it.
4. The Insured Party cannot withdraw from the insurance contract after the insurance coverage period starts.

IV. Insurance Premium

1. The Insurer shall determine the value of the insurance premium based on the tariff effective on the day of accession to the insurance contract by the Insured Person.
2. The insurance premium shall be paid in compliance with the insurance contract.
3. The party obliged to pay the premium to the Insurer shall be the Policyholder.

V. Insurance Period

1. The insurance period, i.e. the period for which the Insurer provides insurance coverage, is specified in the Insurance Document.
2. The insurance coverage starts on the day following the day of accession to the insurance contract and ends at the time of:
 - 1) commencement of the first tourism service covered by the package,
 - 2) checking in at the hotel facility where accommodation was booked,
 - 3) boarding of the plane,depending on the Trip type.
3. The Insurer's liability expires on the day of:
 - 1) acceptance of the Insurer's liability for the damage connected with the given Insured Event and exhaustion of the sum insured,
 - 2) Insured Party's death;
 - 3) last day of the insurance period,whichever occurs earlier.

VI. Sum Insured

1. The sum insured proper for the given Insured Party is specified in the Insurance Document.
2. The sum insured is the upper limit of the Insurer's liability for any damage sustained within the Insurance Period.
3. The sum insured shall be the Trip price paid, not exceeding, however, EUR 6,000 for one Insured Party for one Trip and not exceeding EUR 36,000 for all Co-Insured. Each benefit provided in connection with the given Insured Event reduces the Sum Insured.

VII. Subject and Scope of Insurance

1. The subject of insurance are the costs of Trip cancellation incurred by the Insured Party prior to Trip commencement, according to the terms of Trip booking/contract concluded through the Service Provider.
2. The Insurer accepts liability for the below sudden, unpredictable Insured Events beyond the Insured Party's control which occur within the insurance period and prevent from taking the Trip:
 - 1) a Sudden Illness or COVID-19 Illness of the Insured Party or Co-Insured Party, being a contraindication for the planned Trip, provided that recovery of the Insured Party or Co-Insured Party before the planned departure date is unlikely;
 - 2) an Accident the consequences of which are a contraindication for the planned Trip, provided that recovery of the Insured Party or Co-Insured Party before the planned departure date is unlikely;
 - 3) death of the Insured Party or Co-Insured Party;
 - 4) death of a Relative of the Insured Party or Co-Insured Party, provided that the period of time between the day of death and day of departure is shorter than 30 days;
 - 5) an Accident or Sudden Illness as a result of which a Relative of the Insured Party or a Relative of the Co-Insured Party undergoes emergency Hospitalisation, provided that his/her recovery prior to the planned date of departure of the Insured Party or Co-Insured Party is unlikely;
 - 6) a Sudden Illness or COVID-19 Illness as a result of which a Relative of the Insured Party or a Relative of the Co-Insured Party undergoes emergency Hospitalisation, provided that his/her recovery prior to the planned date of departure of the Insured Party or Co-Insured Party is unlikely;
 - 7) complication of pregnancy of the Insured Party or Co-Insured Party, being a contraindication for the planned Trip;
 - 8) premature delivery, not earlier, however, than in the 25th week of pregnancy of the Insured Party or Co-Insured Party,

- 9) a Fortuitous Event, taking place not earlier than within the period of 14 days prior to the Trip, occurring at the Place of Residence of the Insured Party or Co-Insured Party, resulting in the presence of the Insured Party or Co-Insured Party at the Place of Residence being absolutely required for the purpose of performance of legal and administrative actions within the planned Trip period;
- 10) a Theft of documents of the Insured Party or Co-Insured Party required for the Trip, reported to the relevant authorities and documented, taking place not earlier than within the period of 14 days prior to the Trip date;
- 11) a Theft or fire of a vehicle, taking place not earlier than within the period of 14 days prior to the Trip, occurring at the Place of Residence of the Insured Party or Co-Insured Party, resulting in the presence of the Insured Party or Co-Insured Party at the Place of Residence being absolutely required for the purpose of performance of legal and administrative actions within the planned Trip period;
- 12) commencement of employment by the Insured Party or Co-Insured Party set by the new employer on a day falling within the period of the Trip, provided that the Insured Party or Co-Insured Party was a registered unemployed person and did not know the date of employment commencement at the time of accession to the insurance contract;
- 13) termination of the contract of employment of the Insured Party or Co-Insured Party by the employer after the date of conclusion of the insurance contract, provided that the Insured Party or Co-Insured Party was employed under a contract of employment for an indefinite term or worked for the period of at least 6 months under a contract of employment for a definite term at the time of conclusion of the insurance contract. The Insurer accepts no liability if termination of the employment relationship occurred due to reasons attributable to the Insured Party or Co-Insured Party (employee) within the meaning of the labour law or if the employment relationship is terminated under a mutual agreement of the parties;
- 14) receipt by the Insured Party or Co-Insured Party, after the date of conclusion of the insurance contract, of a summons to court, provided that the date for appearance falls within the period of the planned Trip and was not known at the time of conclusion of the insurance contract;
- 15) setting of a re-take examination date at a university on the date of commencement or within the period of the Trip of the Insured Party or Co-Insured Party, where passing such a re-take examination is a condition for continuation of education, provided that the date was not known at the time of accession to the insurance contract;
- 16) intolerance, confirmed with medical documentation, of the Insured Party or Co-Insured Party to the protective vaccination recommended or required before a Trip to the given country by the World Health Organisation (WHO).

VIII. Procedure in Case of Damage

1. The Insured Party shall cancel the Trip booking/contract in compliance with the contract and booking regulations/terms and conditions immediately after occurrence of the Insured Event, no later than within 3 days. The Service Provider or entity responsible for performance of the given tourism service shall be notified in writing or by e-mail.
2. The Insured Party shall, as far as possible, prevent damage increase and mitigate its consequences.
3. The claim connected with reimbursement of incurred costs or obtaining compensation for unused travel services can be sent to the Insured to the following address: ul. Geldowa 1, 01-211 Warsaw, or by electronic mail to the following address: claims@axa-assistance.pl.
4. Depending on the type of the Insured Event, the claim report must contain a completed and signed claim report form and, if possible for the Insured Party, documents confirming legitimacy of claims, including:
 - 1) tourism service contract, confirmation of accommodation and/or plane ticket booking, including terms of cancellation;
 - 2) information prepared by the Service Provider or entity responsible for performance of the given tourism service regarding acceptance of cancellation and value of the reimbursement of incurred costs the Insured Party will receive in connection with Trip cancellation under the contract/regulations/terms and conditions of the booking;

- 3) medical documentation describing the type and nature of injuries or symptoms, containing an exact diagnosis and prescribed therapy;
 - 4) police report or protocol prepared by another institution in case of events with regard to which such entities intervened;
 - 5) other documents proving occurrence of the given Insured Event.
5. In the case of the Insured Party's death, the Beneficiary shall submit an abridged transcript of the Insured Party's death certificate, decision on ascertainment of acquisition of inheritance (in case of heirs) and a complete set of documents confirming the given Insured Event.

IX. Determination of Legitimacy of Claims and Value of Benefits

1. Determination of legitimacy of claims and value of due benefits shall be based on full documentation submitted by the Insured Party or obtained by the Insurer.
2. At the Insurer's request, if the documents provided for in these STCI prove insufficient, the Insured Party shall present other documents required to determine the legitimacy of claims and value of benefits, unless the Insurer obtains them by itself.
3. The Insurer shall provide the benefit within 30 days from the day of receipt of the Insured Event notice.
4. If explanation of circumstances required to determine the Insurer's liability or benefit value within the above time limit is not possible, the benefit shall be paid within 14 days from the day when explanation of such circumstances is possible. The undisputed part of the compensation shall be paid by the Insurer within the time limit specified in Para. 3 of this Article.
5. If the benefit is not due or is due at a value other than specified in the claim, the Insurer shall notify the claimant in writing of this fact, specifying the circumstances or legal basis justifying full or partial refusal to pay the benefit.
6. The benefit shall be paid out in Polish zloty or euro. Expenses incurred in foreign currencies shall be converted into PLN or EUR according to the average exchange rate of the National Bank of Poland effective on the day of occurrence of the Insured Event.

X. Exclusions of Liability

1. The Insurer accepts no liability if the Insured fails to notify the Service Provider of the cancellation in writing or by e-mail.
2. The insurance does not cover events resulting from:
 - 1) Chronic Diseases;
 - 2) intentional acts and consequences of self-mutilation, attempted or committed suicide or crime;
 - 3) mental disorders;
 - 4) the Insured being under the influence of alcohol, drugs or other intoxicants,
 - 5) failure of the Service Provider or entity responsible for performance of the given tourism service to perform its contractual obligations (e.g. booking cancellation by the hotel, flight cancellation, strike of the employees of the travel agency);
 - 6) effects of infection with sexually transmitted diseases, AIDS, HIV;
 - 7) participation in animal hunting;
 - 8) lack of documents (including but not limited to: visa, passport, green card, certificate of mandatory vaccinations, QR code) required for the trip at the time of its commencement, provided that it results from the Insured Party's negligence/inaction.
3. Furthermore, the Insurance does not cover Trip cancellation resulting from:
 - 1) any events at the trip destination site which affect the local population (e.g. extreme weather, hurricane, earthquake, war, riots);
 - 2) a Terrorist Attack at the Trip destination place, unless it takes place not earlier than 30 days prior to Trip commencement and not farther than 200 kilometres from the destination place and was announced in media;
 - 3) epidemic, pandemic (except for COVID-19 Illness) or any restrictions regarding travelling and movement imposed by local authorities in any country the Trip route crosses (including the Trip departure country).
4. Furthermore, the Insurer does not accept liability for any insurance incidents known to the Insured prior to accession to the insurance contract.

XI. Recourse Claims

1. On the day of payment of the benefit, all claims against the third party responsible for the damage shall be transferred to the Insurer, up to the value of the benefit paid by the Insurer. If the Insurer covers the damage only partially, the Insured Person shall have the priority of satisfaction of his/her claims over the claims of the Insurer in relation to the balance of the damage.
2. The Insured Party's claims referred to in Para. 1 of this Article against the persons with whom the Insured Person resides in a common household or for whom he/she is responsible shall not be transferred to the Insurer unless the perpetrator causes the damage intentionally.
3. The Insured Party shall assist the Insurer in assertion of claims for compensation against the persons responsible for the damage, supplying required information and documents as well as enabling performance of activities required to assert recourse claims.

XII. Final Provisions and Complaint Procedure

1. All declarations, notices and applications connected with the content of the insurance contract must be submitted to the Insurer in writing or else shall be null and void.
2. The language proper for any contact and correspondence with the Insurer shall be Polish or English.
3. The insurance contracts to which these STCI apply shall be governed by the Polish law.
4. The complaints shall be lodged:
 - 1) in writing:
 - a) personally, at the Insurer's office;
 - b) by postal mail, to the Insurer's address;
AXA Partners Quality Department
ul. Giełdowa 1; 01-211 Warsaw;
 - 2) by electronic mail, to the address: quality@axa-assistance.pl.
5. The lodged Complaint shall contain the following details:
 - 1) Client's name and surname;
 - 2) Client's full correspondence address, or
 - 3) e-mail address to which the reply is to be sent;
 - 4) specification of the insurance contract the Complaint regards;
 - 5) description of the reported issue as well as subject and circumstances justifying the Complaint;
 - 6) actions expected by the Client;
- 7) if the Client wishes to receive the reply by electronic mail - relevant request of the Client.
6. If the Complaint handling procedure requires obtaining additional information connected with the report, the Insurer shall notify the Client of this fact.
7. The Insurer shall reply without undue delay, no later than within 30 days from Complaint receipt. To comply with the time limit, it is sufficient to send the reply prior to its expiry.
8. In particularly complicated cases precluding processing of the Complaint and replying within the time limit specified in Para. 7, the Insurer shall:
 - 1) explain the cause of the delay;
 - 2) specify the circumstances that need to be determined to review the case;
 - 3) determine the expected time limit for Complaint review and reply, not exceeding 60 days from Complaint receipt.
9. The Insurer's reply shall be sent to the postal address unless the Client requested sending the reply by electronic mail – in such a case, the reply shall be sent by electronic mail to the specified e-mail address.
10. The Client can take the case to court. Any action regarding a claim under the insurance contract can be brought to court according to the laws regarding general jurisdiction or to the court of proper venue serving the address of the place of residence or registered office of the Policyholder, Insured Party or beneficiary under the insurance contract. Any action regarding a claim under the insurance contract can be brought to court according to the laws regarding general jurisdiction or to the court of proper venue serving the address of the place of residence or registered office of the heir of the Insured party or heir of the beneficiary under the insurance contract.
11. A Client who is a consumer can also request assistance from the Powiat (Municipal) Consumer Ombudsman.
12. The Client can file an application with the Financial Ombudsman for initiation of a procedure regarding out-of-court resolution of a consumer dispute connected with an insurance contract. For more information, see the website of the Financial Ombudsman: <https://rf.gov.pl/>.

These STCI apply to Insured Parties who entered into the insurance contract as of 27.07.2023.

BASIC Trip Cancellation Insurance

Document containing information on the insurance product



Insurer: Inter Partner Assistance S.A. with registered office in Brussels operating in Poland through Inter Partner Assistance S.A. Oddział w Polsce (Branch in Poland), ul. Giełdowa 1, 01-211 Warsaw.

Policyholder: eSky.pl S.A. with registered office in Katowice, 40-265, ul. Murkowska 14a

Product: BASIC Trip Cancellation Insurance

Full information regarding the scope of insurance is provided prior to entry into the contract and is presented in the GTCI for BASIC Trip Cancellation applicable to insurance coverage provided as of 27.07.2023.

What type of insurance is this?

The product is addressed to persons planning a stay outside of their place of residence in connection with which costs of accommodation, plane ticket or a package of tourism services (e.g. a trip contract covering transport and accommodation) are incurred.



What is the subject of insurance?

The insurance covers:

- ✓ costs of trip cancellation (unrecoverable costs of accommodation cancellation, plane tickets or a package of tourism services) that have been paid before starting the trip.
- The catalogue of covered incidents is provided for in Art. 7(2) of GTCI.



What does the insurance not cover?

In particular, the insurance does not cover:

- ✗ situations where the Insured fails to inform the Service Provider (accommodation, transport, package provider) about the cancellation in writing or by e-mail;
 - ✗ lack of documents (including but not limited to: visa, passport, green card, certificate of mandatory vaccinations, QR code) required for the trip at the time of its commencement, provided that it results from the Insured's negligence/inaction;
 - ✗ any events at the trip destination which affect the local population (e.g. extreme weather, hurricane, earthquake, flood, war, riots);
- The full catalogue of exclusions of the Insurer's liability is provided for in Art. 10 of GTCI - Exclusions of liability.



What are the limitations of the insurance coverage?

The main limitations of liability are incidents occurring in connection with:

- ! intentional actions of the Insured,
- ! the Insured, Co-Insured or their Relatives being under the influence of alcohol, drugs or other intoxicants,
- ! mental disorders,
- ! epidemic and pandemic (not applicable to COVID-19 illness).

Furthermore, the Insurer does not accept liability for any insurance incidents known to the Insured prior to conclusion of the insurance contract.



Where does the insurance coverage apply?

- ✓ The insurance covers insurance incidents around the world.



What are the Insured's obligations?

Should an insurance incident occur:

- cancel the booking/cancel the trip contract in compliance with the contract and booking regulations/terms and conditions (in writing or by e-mail),
- submit the claim for reimbursement of costs along with the documents (Art. 8(4) of GTCI) to the Insurer to the following address: AXA Partners, ul. Giełdowa 1, 01-211 Warsaw, or by electronic mail to the following address: claims@axa-assistance.pl.



How and when to pay the premiums?

The party obliged to pay the premium to the Insurer is the Policyholder – under the insurance contract.



When does insurance coverage start and end?

The insurance coverage and the right to benefits under the insurance contract start on the day specified in the insurance document and end upon expiry of the insurance period, provided that the insurance coverage starts on the day following the day of entry into the insurance contract and ends at the time of: commencement of the first tourism service covered by the package or checking in at the hotel facility where accommodation was booked or boarding of the plane, depending on the trip type.



How to terminate the contract?

The Policyholder can terminate the insurance contract at any time. The Insured cannot withdraw from the insurance contract after the insurance coverage period starts.



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. Geldowa 1, 01-0211 Warszawa (hereinafter referred to as: "Insurer" or "AXA"). The Insurer is a part of the international AXA Group. Website address 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/.

- You can contact IODO in a manner that best suits your preferences and capabilities:
- by e-mail iodo@axa-assistance.pl,
- using a contact form on the website www.axa-assistance.pl,
- by post to the address:
ul. Geldowa 1, 01-211 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:

- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- as a measure preventing insurance fraud – the legal basis for data processing are the legal obligations ensuing from the provisions of the law;
- 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:

- 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,
- 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:

- for the duration of the contract and subsequently until the moment the claims under the insurance contract expire or
 - until the moment AXA's legally justified interest is fulfilled or
 - 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
 - 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:

- access your data;
- rectify/correct your data;
- delete the personal data;
- limit processing of your personal data;
- transfer the data;
- 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).