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Warsaw, 30 December 2017

Item 2497

REGULATION OF THE MINISTER FOR SPORT AND TOURISM¹

of 27 December 2017

on model contracts for a travel escrow account, bank guarantee and insurance guarantee forms and travel insurance contracts²)

The following provisions are hereby laid down pursuant to Article 12(3) of the Package Travel and Linked Travel Arrangements Act of 24 November 2017 (Journal of Laws item 2361):

§ 1. The following models are set out:

- 1) contract for a travel escrow account - in Annex 1 to this Regulation;
- 2) bank guarantee form - in Annex 2 to this Regulation;
- 3) insurance guarantee form - in Annex 3 to this Regulation;
- 4) travel insurance contracts - in Annex 4 to this Regulation.

§ 2. This Regulation shall enter into force on 1 July 2018.

Minister for Sport and Tourism: *W. Bańka*

¹ Pursuant to § 1(2)(2) of the Regulation of the Prime Minister of 13 December 2017 specifying the remit of the Minister for Sport and Tourism (Journal of Laws item 2318) the Minister for Sport and Tourism manages the government tourism department.

² Within its regulatory scope, this Regulation implements Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJEU L 326 of 11 December 2015, p.1).

MODEL

**CONTRACT FOR A TRAVEL ESCROW ACCOUNT concluded in connection with the
activity performed by tour operators or businesses facilitating the procurement of linked
travel arrangements**

no.....

concluded on:

between:

‘the Bank’, represented by:

and

(Travel organiser or business facilitating the procurement of linked travel arrangements), ‘the Principal’,

represented by:

hereinafter referred to jointly as 'the parties'.

§ 1.

1. The parties have concluded a contract for a travel escrow account (‘the Contract’) in accordance with the annexed application no.....
2. The Contract governs the terms and conditions of operation of the travel escrow account.
3. Matters not governed by the Contract shall be subject to the Bank’s internal regulations applicable to business current accounts.

§ 2.

1. The Principal, who organises package travels in Poland or facilitates the procurement of linked travel arrangements exclusively in Poland, undertakes to accept travellers' payments for package travel contracts or any service for which a business facilitating the procurement of linked travel arrangements has been paid, and to place these payments separately in the travel escrow account

with the Bank.

2. The Bank undertakes to operate in PLN travel escrow account no

§ 3.

1. The Bank shall record travellers' payments and payments to the Principal separately for each package travel contract or service for which a business facilitating the procurement of linked travel arrangements has been paid.
2. The Principal shall be obliged to collect and to provide to the Bank the following information:
 - 1) name, surname and correspondence address of the traveller with whom it concluded the contract referred to in paragraph 1;
 - 2) information concerning the date, number and subject of the contract concluded with the traveller for which payment has been made into the travel escrow account.
3. The parties to the contract shall administer the personal data contained therein and shall be obliged to exercise particular diligence in order to protect the interests of the persons concerned. The parties shall have the right to process the personal data collected.

§ 4.

1. The Bank shall pay the traveller the funds paid into the Principal's travel escrow account up to the amount specified in the travel package contract or up to the value of the service for which a business facilitating the procurement of linked travel arrangement has been paid pursuant to Article 11(3) of the Package Travel and Linked Travel Arrangements Act of 24 November 2017 (Journal of Laws item 2361) ('the Act').
2. The Bank shall pay the funds into the account with the bank or cooperative savings and credit union indicated by the traveller.

§ 5.

1. Upon receipt of notification from the Marshal of the Province concerning insolvency of the Principal referred to in Article 13(1)(1) of the Act or on the basis of a request from the Marshal of the Province referred to in Article 13(2), the Bank shall unconditionally and immediately pay the traveller in full the funds paid into the Principal's travel escrow account.
2. The documents referred to in paragraph 1 may be sent to the Bank electronically or by fax.

§ 6.

1. Payments made by travellers are transferred to the Principal's account once the traveller has confirmed to the Bank that the package travel or service for which a business facilitating the procurement of linked travel arrangements has been paid has taken place.
2. The absence of a refusal on the part of the traveller to provide the confirmation referred to in paragraph 1 within 7 days of the planned completion of the package travel or other service for which a business facilitating the procurement of linked travel arrangements has

been paid shall be deemed to constitute confirmation by the traveller that the package travel or a service for which a business facilitating the procurement of linked travel arrangements has been paid has taken place. If within 7 days of the planned completion of the package travel or a service for which a business facilitating the procurement of linked travel arrangements has been paid the traveller refuses to confirm to the Bank and to the Principal in writing that the package travel or service for which a business facilitating the procurement of linked travel arrangements has been paid has taken place, the funds paid into the travel escrow account shall remain in the travel escrow account for 14 days following the expiry of the 7-day deadline.

3. The funds paid into the travel escrow account by the traveller shall be immediately transferred to the Principal's account following the expiry of the deadline referred to in paragraph 2 unless the traveller and the Principal make a joint statement to the Bank as referred to in Article 11(3)(3) before the deadline expires.
4. The Principal shall inform the traveller from whom it accepts payments into the travel escrow account of the methods, procedures and deadlines concerning confirmation that the package travel or service for which a business facilitating the procurement of linked travel arrangements has been paid has taken place; it shall also inform the traveller that such confirmation may be withheld.
5. If the traveller institutes legal proceedings due to a failure to organise package travel or provide a service for which a business facilitating the procurement of linked travel arrangements has been paid before the deadlines referred to in paragraph 2 expire, the funds shall remain in the travel escrow account until a final court ruling is handed down.
6. Paragraphs 1-5 shall not apply if, in the traveller's opinion, the package travel or service for which a business facilitating the procurement of linked travel arrangements has been paid has been improperly provided.

§ 7.

- 1, The Bank shall immediately notify the Marshal of the Province if funds are paid FROM the travel escrow account to the traveller pursuant to Article 5 of the Contract.
2. The information referred to in paragraph 1 shall include:
 - 1) The name and address of the Principal from whose travel escrow account payments were made to the traveller;
 - 2) The amount paid to the traveller from the travel escrow account and the date of payment;
 - 3) The name, surname and correspondence address of the traveller to whom payments from the travel escrow account were made.

§ 8.

The purpose of the funds paid into the travel escrow account is to cover all the traveller liabilities referred to in Article 2 of the contract, including liabilities resulting from deliberate action, omission or serious negligence on the part of the Principal or any person acting on their behalf.

§ 9.

1. A contract is concluded for: an unlimited/a limited period fromto*
2. The Contract may be terminated by common agreement between the parties expressed in writing or may be denounced by any of the parties in writing with 30 days' notice.
3. The Bank shall immediately inform the Marshal of the Province if the contract is denounced by either Party.

§ 10.

1. All instructions, orders and notifications shall be directed to the persons responsible for the day-to-day implementation of the Contract:

1) For the Principal:

Ms/Mr:.....

Address:.....

Business phone: .

fax:

Business email address: ...

2) For the Bank:

Ms/Mr:.....

Address:.....

Business phone:

fax:

*Delete as appropriate.

Business email address:

2. Replacing the persons responsible for the day-to-day implementation of the Contract indicated in paragraph 1, addresses, telephone and fax numbers and email addresses shall not entail amending the Contract. Replacement shall take effect on the day when the new information referred to in paragraph 1 is validly delivered to the Principal or the Bank, in writing or electronically.

§ 11.

The following legal acts shall apply *mutatis mutandis* to matters not covered by the Contract:

- 1) the Banking Act of 29 August 1997 (Journal of Laws 2017, items 1876 and 2361);
- 2) the Civil Code of 23 April 1964 (Journal of Laws 2017, items 459, 933 and 1132).

§ 12.

This Contract has been drawn in three identical copies: one copy for the Bank, one copy for the Principal and one copy for the Marshal of the Province.

Signature of the Principal

Signature of the Bank

MODEL

BANK GUARANTEE

**concluded in connection with the activity performed by tour operators or businesses
facilitating the procurement of linked travel arrangements**

no....

of

§ 1.

(entity providing the guarantee)
hereinafter 'the
Guarantor', represented
by:

acting on behalf of

(the entity commissioning the provision of the guarantee - travel organiser or business facilitating the
procurement of linked travel arrangements), hereinafter 'the Principal',
represented by:

undertakes, in the event of the Principal's insolvency declared pursuant to Article 8 of this bank
guarantee (hereinafter 'the Guarantee'), immediately and unconditionally:

- 1) to cover the costs of continuation of the package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses incurred by the travellers, if the Principal, contrary to its obligations, does not ensure the continuation of the package or repatriation;
- 2) to refund any payments made for a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Principal or persons acting on its behalf, the package or service for which a business facilitating the procurement of linked travel arrangements has been paid has not or will not be provided;
- 3) to refund any payments made for a part of a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Principal or persons acting on its behalf, the part of the service has not or will not be provided;

§ 2.

The beneficiary of the guarantee shall be:

- 1) the Marshal of the Province(hereinafter ‘the Marshal of the Province’) in respect of the implementation of the task referred to in Article 14 of the Package Travel and Linked Travel Arrangements Act of 24 November 2017 (Journal of Laws item 2361) (hereinafter ‘the Act’)
- 2) every traveller who concluded a contract with the Principal during the term of the Guarantee.

§ 3.

1. The upper limit of the guarantor's liability under the guarantee shall be PLN (in words:PLN 00.100)
Hereinafter the ‘amount of the guarantee’, which is equivalent to the amount of EUR (in words: EUR)
calculated on the basis of the mean euro exchange rate published by the National Bank of Poland for the first time in the year in which the guarantee was provided, i.e. (1 EUR =PLN).
2. The guarantor shall calculate the amount of the guarantee on the basis of the documents provided by the Principal, in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.
3. It shall be the responsibility of the Principal to deliver accurate and comprehensive data to serve as the basis for the guarantor to calculate the amount of the guarantee.
4. Every payment under the guarantee shall correspondingly limit the guarantor's liability under the guarantee until the amount of the guarantee is exhausted. This shall also apply to the advance payment made by the guarantor to the Marshal of the Province pursuant to Article 6(5), unless the Marshal has paid back the advance.

§ 4.

1. The guarantee shall be valid from to
2. The guarantee shall protect all package travel contracts within the meaning of Article 4(3) of the Act, as well as linked travel arrangement contracts within the meaning of Article 4(5) of the Act, concluded between the Principal and the travellers while this guarantee is in force, even if these packages or linked travel arrangements do not take place during this period.

§ 5.

All the liabilities referred to in Article 1, including liabilities resulting from deliberate action, omission or serious negligence on the part of the Principal or any person acting on its behalf, shall be covered by the guarantee up to the amount of the guarantee.

§ 6.

1. In accordance with Article 14(2) of the Act, the Marshal of the Province or an entity authorised by him shall be entitled to give the order for advance payment to cover the costs referred to in Article 1(1).
2. Payment under the guarantee for the reason laid down in Article 1(1) shall happen unconditionally and immediately on receipt of the order of the Marshal of the Province or an entity authorised by him, which must be submitted to the guarantor, failing which it shall not be valid. A copy of the order shall be sent by the Marshal of the Province electronically or by fax, with the original immediately submitted to the guarantor.
3. A payment order for the reason laid down in Article 1(1) shall contain:
 - 1) an indication of the guarantee number, the name of the entity requesting the guarantee, and the legal basis for the order of payment;
 - 2) a statement by the Marshal of the Province concerning the occurrence of the circumstances referred to in Article 1, which serve as the basis for authorising payment under the guarantee;
 - 3) a statement by the Marshal of the Province concerning the amount necessary to cover the costs referred to in Article 1(1);
 - 4) an indication of the bank account into which payment under the guarantee shall be made.
4. The provisions of paragraph 3(3) and (4) shall not apply if activities for the purpose of covering the costs of continuation of a package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses incurred by the travellers, are performed by the Guarantor acting under a power of attorney issued by the Marshal of the Province if the Principal, contrary to its obligations, does not ensure the continuation of travel or repatriation.
5. The amount required to cover the costs referred to in Article 1(1) shall be paid immediately by way of an advance payment no later than 3 days of receipt of the copy of the payment order sent electronically or by fax.
6. The Marshal of the Province shall submit to the Guarantor written confirmation of the received advance payment within 60 days of receipt of payment, failing which he shall be obliged to return the advance payment.

§ 7.

1. In the event of the Principal's insolvency, the Guarantor shall accept the travellers' applications pursuant to Article 16 and 17 of the Act.
2. Verification of the travellers' applications and the payment of the Guarantee funds shall take place in accordance with the procedure laid down in Articles 18-21 of the Act.
3. The Guarantor shall be responsible for paying out the correct amounts under the Guarantee.
4. The Guarantor and the Principal shall administer the personal data acquired in connection

with the provision of the Guarantee and shall be obliged to exercise particular diligence in order to protect the interests of the persons concerned. The Guarantor and the Principal shall have the right to process the personal data collected.

§ 8.

The Principal's insolvency as referred to in §1, shall be declared pursuant to Article 13 of the Act.

§ 9.

The guarantee shall expire before the deadline referred to in §4(1):

- 1) if the whole amount of the guarantee has been paid by the Guarantor;
- 2) on the day when the decision of the Marshal of the Province prohibiting the Principal from carrying out an activity covered by the register of tour operators and traders facilitating the procurement of linked travel arrangements has become final, subject to the obligation to fulfil the Guarantor's obligations arising from the Guarantee concerning the contracts concluded between the Principal and the travellers while the Guarantee is in force, especially the contracts referred to in Articles 18-21 of the Act.

§ 10.

1. Rights under the Guarantee shall not be transferable.
2. The sole basis for an order of payment under the guarantee referred to Article 6 is the original of the Guarantee or a true copy certified by an advocate, legal adviser or notary.

§ 11.

Types of activity covered by the Guarantee: in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.

§ 12.

In the course of the activity covered by the Guarantee the Principal accepts payment/does not accept payment* on the dates and in the amounts:

in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.

*Delete as appropriate.

§ 13.

1. The Guarantor's emergency phone number for the purpose of contacting the Marshal of the Province directly in the event of a circumstance covered by the Guarantee....., fax number.....,email address.....
2. The Guarantor shall notify the Marshal of the Province immediately of any change to the information referred to in paragraph 1.

§ 14.

In particular, matters not governed by the Guarantee shall be subject to the provisions of:

- 1) the Banking Act of 29 August 1997 (Journal of Laws 2017, items 1876 and 2361);
- 2) the Civil Code of 23 April 1964 (Journal of Laws 2017, items 459, 933 and 1132).

§ 15.

This Guarantee has been drawn in three identical copies: one copy for the Marshal of the Province, one copy for the Principal and one copy for the Guarantor.

Signature of the Principal

(Signature of the
Guarantor)

MODEL

INSURANCE GUARANTEE

**granted in connection with the activity performed by tour operators
or businesses facilitating the procurement of linked travel arrangements.**

no....

of

§ 1.

(entity providing the insurance guarantee)
hereinafter the ‘Guarantor’, represented
by:

acting on behalf of

(the entity commissioning the provision of the insurance guarantee - travel organiser or business
facilitating the procurement of linked travel arrangements), hereinafter ‘the Principal’,
represented by:,

undertakes, in the event of the Principal’s insolvency declared pursuant to Article 8 of this
insurance guarantee (hereinafter ‘the Guarantee’), immediately and unconditionally:

- 1) to cover the costs of continuation of a package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses incurred by the travellers, if the Principal, contrary to its obligations, does not ensure the continuation of travel or repatriation;
- 2) to refund any payments made for a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Principal or persons acting on its behalf, the package or any service for which a business facilitating the procurement of linked travel arrangements has been paid has not or will not be provided;
- 3) to refund any payments made for a part of a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Principal or persons acting on its behalf, the part of the service has not or will not be provided;

§ 2.

The beneficiary of the guarantee shall be:

- 1) the Marshal of the Province (hereinafter ‘the Marshal of the Province’)
in respect of the implementation of the task referred to in Article 14 of the Package Travel and Linked Travel Arrangements Act of 24 November 2017 (Journal of Laws item 2361) (hereinafter ‘the Act’)
- 2) every traveller who concluded a contract with the Principal during the term of the Guarantee.

§ 3.

1. The upper limit of the guarantor's liability under the guarantee shall be PLN (in words: PLN 00.100) hereinafter the ‘amount of the guarantee’, which is equivalent to the amount of EUR (in words: EUR) calculated on the basis of the mean euro exchange rate published by the National Bank of Poland for the first time in the year in which the guarantee was provided, i.e. EUR 1= PLN).
2. The guarantor shall calculate the amount of the guarantee on the basis of the documents provided by the Principal, in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.
3. It shall be the responsibility of the Principal to deliver accurate and comprehensive data to serve as the basis for the Guarantor to calculate the amount of the guarantee.
4. Every payment under the guarantee shall limit the guarantor's liability under the Guarantee accordingly until the amount of the guarantee is exhausted. This shall also apply to the advance payment made by the Guarantor to the Marshal of the Province pursuant to Article 6(5), unless the Marshal has paid back the advance.

§ 4.

1. The guarantee shall be valid from to
2. The guarantee shall protect all package travel contracts within the meaning of Article 4(3) of the Act, as well as linked travel arrangement contracts within the meaning of Article 4(5) of the Act, concluded between the Principal and the travellers while this guarantee is in force, even if these packages or linked travel arrangements do not take place during this period.

§ 5.

All the liabilities referred to in Article 1, including liabilities resulting from deliberate action, omission or serious negligence on the part of the Principal or any person acting on its behalf, shall be covered by the Guarantee up to the amount of the Guarantee.

§ 6.

1. Pursuant to Article 14(2) of the Act, the Marshal of the Province or an entity authorised by him shall be entitled to give the order for advance payment to cover the costs referred to in Article 1(1).
2. Payment under the guarantee for the reason laid down in Article 1(1) shall happen unconditionally and immediately on receipt of the order of the Marshal of the Province or an entity authorised by him, which must be submitted to the guarantor, failing which it shall not be valid. A copy of the order shall be sent by the Marshal of the Province electronically or by fax, with the original immediately submitted to the guarantor.
3. A payment order for the reason laid down in Article 1(1) shall contain:
 - 1) An indication of the guarantee number, the name of the entity requesting the guarantee to be granted, and the legal basis for the order of payment;
 - 2) The Marshal of the Province statement concerning the occurrence of circumstances referred to in Article 1, which serve as the basis to authorise payment under the guarantee;
 - 3) The Marshal of the Province statement concerning the amount necessary to cover the costs referred to in Article 1(1);
 - 4) An indication of the bank account, into which payment under the guarantee shall be made.
4. The provisions of paragraph 3(3) and (4) shall not apply if activities for the purpose of covering the costs of continuation of a package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses incurred by the travellers, are performed by the Guarantor acting under a power of attorney issued by the Marshal of the Province if the Principal, contrary to its obligations, does not ensure the continuation of travel or repatriation.
5. The amount required to cover the cost referred to in Article 1(1) shall be paid immediately by way of an advance payment no later than 3 days of receipt of the copy of the payment order sent electronically or by fax.
6. The Marshal of the Province shall submit to the Guarantor written confirmation of the received advance payment within 60 days of receipt of payment, failing which he shall be obliged to return the advance payment.

§ 7.

1. In the event of the Principal's insolvency, the Guarantor shall accept the travellers' applications pursuant to Article 16 and 17 of the Act.
2. Verification of the travellers' applications and the payment of the Guarantee funds shall take place in accordance with the procedure laid down in Articles 18-21 of the Act.
3. The Guarantor shall be responsible for paying out the correct amounts under the Guarantee.
4. The Guarantor and the Principal shall administer the personal data acquired in connection

with the provision of the Guarantee and shall be obliged to exercise particular diligence in order to protect the interests of the persons concerned. The Guarantor and the Principal shall have the right to process the personal data collected.

§ 8.

The Principal's insolvency, referred to in Article 1, shall be declared pursuant to Article 13 of the Act.

§ 9.

The guarantee shall expire before the deadline referred to in Article 4(1):

- 1) where the whole amount of the guarantee has been paid by the Guarantor;
- 2) on the day when the decision of the Marshal of the Province prohibiting the Principal from carrying out an activity covered by the register of tour operators and traders facilitating the procurement of linked travel arrangements has become final, subject to the obligation to fulfil the Guarantor's obligations arising from the Guarantee concerning the contracts concluded between the Principal and the travellers while the Guarantee is in force, especially the contracts referred to in Articles 18-21 of the Act.

§ 10.

1. Rights under the Guarantee shall not be transferable.
2. The sole basis for an order of payment under the guarantee referred to in Article 6 is the original of the Guarantee or a true copy certified by an advocate, legal adviser or notary.

§ 11.

Types of activity covered by the Guarantee: in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.

§ 12.

In the course of the activity covered by the Guarantee the Principal accepts payment/does not accept payment* on the dates and in the amounts:

in accordance with the implementing rules issued pursuant to Article 12(1) of the Act.

*Delete as appropriate.

§ 13.

1. The Guarantor's emergency phone number for the purpose of contacting the Provincial Marshal directly in the event of a circumstance covered by the Guarantee fax number..... e-mail address
2. The Guarantor shall notify the Marshal of the Province immediately of any change to the information referred to in paragraph 1.

§ 14.

In particular, matters not governed by the Guarantee shall be subject to the provisions of the Civil Code of 23 April 1964 (Journal of Laws 2017, items 459, 933 and 1132).

§ 15.

This Guarantee has been drawn in three identical copies: one copy for the Marshal of the Province, one copy for the Principal and one copy for the Guarantor.

Signature of the Principal
Annex 4

(Signature of the
Guarantor)

MODEL

INSURANCE CONTRACT ON BEHALF OF TRAVELLERS

**granted in connection with the activity performed by tour operators
or businesses facilitating the procurement of linked travel arrangements.**

no.....

concluded on:

between:

hereinafter 'the Insurer', represented by:

and

hereinafter 'the Policyholder', represented by:

§ 1.

1. The Policyholder and the Insurer conclude an Insurance Contract on behalf of travellers, hereinafter ‘the Insurance contract’, pursuant to application no, which has been annexed to it.
2. The following entities shall be entitled under the insurance contract referred to in paragraph 1:
 - 1) the Marshal of the Province, hereinafter ‘the Marshal of the Province’
to the extent necessary for the performance of the obligations referred to in Article 14 of the Package Travel and Linked Travel Arrangements Act of 24 November 2017 (Journal of Laws item 2361) (hereinafter ‘the Act’);
 - 2) every traveller who concluded a contract with the Policyholder during the term of the Insurance contract.

§ 2.

1. The Insurance Contract concluded to protect against the Policyholder’s insolvency includes the obligation:
 - 1) to cover the costs of continuation of a package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses

incurred by the travellers, if the Policyholder, contrary to its obligations, does not ensure the continuation of travel or repatriation;

2) to refund any payments made for a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Policyholder or persons acting on its behalf, the package or any service for which a business facilitating the procurement of linked travel arrangements has been paid has not or will not be provided;

3) to refund any payments made for a part of a package or service to be provided by a business facilitating the procurement of linked travel arrangements if, for reasons attributable to the Policyholder or persons acting on its behalf, the part of the service has not or will not be provided;

2. Pursuant to Article 14(2) of the Act, the Marshal of the Province or an entity authorised by him shall be entitled to give the order for advance payment to cover the costs referred to in paragraph 1(1).

§ 3.

1. The Insurance Contract is valid from _____ to _____

2. The Insurance Contract shall cover all damage within the scope referred to in Article 2(1) in respect of package travel contracts within the meaning of Article 4(3) of the Act, as well as linked travel arrangement contracts within the meaning of Article 4(5) of the Act, concluded between the Policyholder and the travellers while this Insurance Contract is in force, even if these packages or linked travel arrangements do not take place during this period.

§ 4.

The Insurance Contract shall cover all the liabilities referred to in Article 2(1), including liabilities resulting from deliberate action, omission or serious negligence on the part of the Policyholder or any person acting on its behalf.

§ 5.

Types of activity covered by the Insurance Contract: in accordance with the implementing rules issued pursuant to Article 12(2) of the Act.

§ 6.

In the course of the activity covered by the Insurance Contract the Policyholder accepts prepayment/does not accept prepayment* on the dates and in the amounts: _____ in accordance with the implementing rules issued pursuant to Article 12(2) of the Act.

§ 7.

1. The insurance amount under the Insurance Contract shall be: PLN (in words: PLN 00/100), which is

*Delete as appropriate.

equivalent to:..... EUR (in words:EUR)
calculated on the basis of the mean euro exchange rate published by the National Bank of Poland for the first time in the year in which the Insurance Contract was concluded, i.e.(EUR 1=.....PLN).

2. The Insurer shall calculate the insurance amount on the basis of the documents provided by the Policyholder, in accordance with the implementing rules issued pursuant to Article 12(2) of the Act.

3. It shall be the responsibility of the Policyholder to deliver accurate and comprehensive data to serve as the basis for the Insurer to calculate the amount of the insurance contract.

§ 8.

1. The payment of the funds for the reason laid down in Article 2(1)(1) shall take place unconditionally and immediately on receipt of the order of the Marshal of the Province or of an entity authorised by him, which must be submitted to the Guarantor in writing, failing which it shall not be valid. A copy of the order shall be sent by the Marshal of the Province electronically or by fax, with the original immediately submitted to the Insurer.

2. The payment order referred to in paragraph 1 shall include:

- 1) An indication of the insurance contract number, the name of the entity requesting the insurance to be provided, and the legal basis for the payment order;
- 2) the statement of the Marshal of the Province concerning the respective occurrence of circumstances referred to in Article 2, which serve as the basis to authorise payment of funds under the Insurance contract;
- 3) the statement of the Marshal of the Province concerning the amount necessary to cover the costs referred to in Article 2(1)(1);
- 4) an indication of the bank account, into which the payment shall be made.

3. The provisions of paragraph 2(3) and (4) shall not apply if activities for the purpose of covering the costs of continuation of a package or the costs of repatriation, in particular the costs of transport and accommodation, including reasonable expenses incurred by the travellers, are performed by the Insurer acting under a power of attorney issued by the Marshal of the Province if the Policyholder, contrary to its obligations, does not ensure the continuation of travel or repatriation.

4. The advance payment towards the cost referred to in paragraph 3 shall be take place immediately, but not later than 3 days of receipt of the copy of the payment order sent electronically or by fax.

5. The Marshal of the Province shall submit to the Insurer written confirmation of the received advance payment within 60 days of receipt of payment, failing which he shall be obliged to return the advance payment.

§ 9.

1. The Insurer shall accept the travellers' applications pursuant to Article 16 and 17 of the Act.

2. Verification of the travellers' applications and the payment of the Insurance funds shall take place in accordance with the procedure laid down in Articles 18-21 of the Act.

3. The Insurer shall be responsible for the proper accounting of the Insurance funds.
4. The Insurer and the Policyholder shall administer the personal data acquired in connection with the Insurance contract and shall be obliged to exercise particular diligence in order to protect the interests of the persons concerned. The Insurer and the Policyholder shall have the right to process the personal data collected.

§ 10.

The Policyholder's insolvency, referred to in Article 1, shall be declared pursuant to Article 13 of the Act.

§ 11.

The premium shall bePLN (in words:PLN 00/100), which is equivalent to EUR (in words: EUR) calculated on the basis of the mean exchange rate published by the National Bank of Poland for the first time in the year, in which the Insurance contract was concluded, i.e. on (EUR 1= PLN ...).

The premium shall be payable:

in one sum/in instalments*

in cash/ by bank transfer*

.....

by (date)....

§ 12.

1. The Insurer's emergency phone number for the purpose of contacting the Marshal of the Province directly in the event of a circumstance covered by the insurance contract....., fax number.....,email address.....

2. The Insurer shall notify the Marshal of the Province immediately of any change to the information referred to in paragraph 1.

§ 13.

In particular, the Insurance contract shall be subject to the provisions of the Civil Code of 23 April 1964 (Journal of Laws 2017, items 459, 933 and 1132).

§ 14.

This Contract has been drawn in three identical copies: one copy for the Marshal of the Province, one copy for the Policyholder and one copy for the Insurer.

*Delete as appropriate.

(signature of the
Policyholder) (signature
of the Insurer)