

**GENERAL CONDITIONS OF CIVIL  
LIABILITY INSURANCE  
NATURAL PERSONS IN THEIR PRIVATE LIVES**



determined by the resolution no. UZ/173/2019 of 5 July 2019.  
of the Management Board of Powszechny Zakład  
Ubezpieczeń Spółka Akcyjna

**Information referred to in Article 17 (1) of the Insurance and  
Reinsurance Act:**

Type of information	Number of drafting unit of the model agreement
Conditions for the payment of compensation and other benefits	T&CS: § 2(7), § 3, § 4, § 5, § 6, § 8, § 10, § 13, § 14 sections 3, 4 and 6  Annex to the T&Cs - clauses concerning additional risks: clause 1 clause 2 clause 3 Clause 4: Paragraphs 1 and 3 clause 5 clause 7 Clause 9: Paragraphs 1 and 2 Clause 10: Paragraph 1 clause 11: paragraph 1 Clause 13: Paragraph 1 Clause 14: Paragraph 1 Clause 15: Paragraph 1

Type of information	Number of drafting unit of the model agreement
<p>Restrictions and exclusions of insurance undertaking's liability which entitles it to refuse to pay indemnity and other benefits or to reduce them</p>	<p>T&amp;CS:            § 2(7), § 3, § 4, § 5, § 6, § 7, § 8 sections 1-3, § 9 section 5, § 10, § 13 section 1, § 14 sections 3 and 4</p> <p>Annex to the T&amp;Cs - clauses concerning additional risks:            Clause 4: Paragraph 2            clause 5            Clause 9: Paragraph 3            Clause 10: Paragraph 2            Clause 11: Paragraph 2            Clause 13: Paragraph 2            Clause 14: Paragraph 2            Clause 15: Paragraph 2</p>

#### GENERAL PROVISIONS

– so some important information for starters

##### § 1

On the basis of these "General Terms and Conditions of Private Liability Insurance for individuals in Private Life" (hereinafter referred to as "GTCU") the Policyholder may conclude with Powszechny Zakład Ubezpieczeń Spółka Akcyjna (hereinafter referred to as "PZU") an insurance contract

in respect of insurance against civil liability of natural persons in private life (hereinafter referred to as "third party insurance").

##### § 2

- The policyholder can conclude an insurance contract on his own account (for himself - then he is also the insured) or for someone else's account (for another entity - this entity is then the insured). If an insurance agreement is concluded for someone else's account:
  - the obligation to pay the insurance premium belongs to the policyholder;
  - PZU may also raise an accusation against the Insured;
  - The Insured may request that PZU provide him/her with information on the provisions of the insurance contract concluded and the General Conditions in the scope in which they apply to the rights and obligations of the Insured.
- In consultation with the Policyholder, the insurance agreement may be endorsed with additional provisions or provisions different from those set forth in the General Insurance Conditions, in particular clauses constituting an attachment

to the GTC. In the event any additional or deviating provisions are introduced into the insurance agreement, the GTC shall apply in the scope not regulated by these provisions.

- PZU is obliged to provide the Policyholder with a difference between the contents of the insurance contract and the GTCU in writing before the insurance contract is concluded. If this obligation is not fulfilled, PZU cannot claim that the difference is unfavorable for the Policyholder or the Insured. This provision does not apply to insurance contracts concluded through negotiations.
- PZU delivers the General Conditions to the Policyholder before conclusion of the insurance contract. If the insurance contract is concluded for the account of a third party, the Policyholder is obliged to deliver the GTCs to all Insured before the commencement of the insurance period, or if that is not possible - on the first day of that period at the latest. The GTCs may be delivered on paper or - if the Insured agrees - on another permanent carrier. PZU may ask the Policyholder for proof of delivery of the GTCs to the Insured.
- If the insurance contract is concluded via means of distance communication (direct contract, simplified contract), the General Conditions are also made available at PZU branches and on the website, as well as provided to the Policyholder together with the insurance document.
- The language used by PZU in communications with consumers is Polish.
- In matters not regulated herein the insurance agreement shall be subject to relevant provisions of the Civil Code and other applicable provisions of the Polish law.

## DEFINITIONS

– terms that appear in the T&Cs

### § 3

The T&Cs use the terms:

- 1) **Acts of terrorism** - individual or group actions directed against people or property. Their aim is to achieve economic, political, religious or social effects by introducing chaos, intimidation of the population, disorganization of public life;
- 2) **amateur sport** - practicing sport as a form of recreation or to maintain or regenerate one's vital forces; it does not include professional sport;
- 3) **jewellery** - items of personal use intended to adorn the body or attire of a person, for the making of which precious or semi-precious metals, precious or semi-precious stones have been used;
- 4) activities of private life - activities in the private sphere that are not related to professional activity and are not connected with the performance of official duties, paid work or practical vocational training outside the school. Activities of private life do not include, in particular, business activity, freelance profession, performing functions in unions, associations, social or political organizations or housing communities;
- 5) **insurance document** - policy, card, certificate or any other document confirming the conclusion of an insurance agreement;
- 6) a **household member** - a relative of the insured indicated in the insurance document, who:
  - a) shares a household with him/her, or
  - b) does not live in the same household with him but lives with him;
- 7) **close relative** - spouse, cohabiting partner, common-law partner, ascendant, descendant, brother, sister, stepfather, stepmother, stepson, stepdaughter-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, adopted person, adoptee, remaining under guardianship or adopted as part of a foster family, within the meaning of family and guardianship law;
- 8) **third party** - any person or entity which is not the policyholder or the insured;
- 9) **domestic helper** - any person (for example, housekeeper, gardener, babysitter, person taking care of a disabled person, person taking care of a dog) who performs assigned auxiliary work in the insured's household;
- 10) **aggressive dogs** - dogs of breeds recognised as aggressive on the basis of the Polish legal regulations in force: American pit bull terrier, Mallorquin dog (Perro de Presa Mallorquin), American bulldog, Argentinean dog, Canarian dog (Perro de Presa Canario), tosa inu, rottweiler, akbash dog, anatolian carabash, Moscow guard dog, Caucasian sheepdog and dogs with visible characteristics of these breeds;
- 11) **Damage** - loss, destruction or injury of a thing, including also the lost profits of the injured party, which he could have achieved if the loss, destruction or injury had not occurred, and death, bodily injury or health disorder, including also the lost profits of the injured party, which he could have achieved if he had not suffered bodily injury or health disorder;
- 12) **Policyholder** - a natural person, a legal person or an organizational unit not being a legal person, who concludes the insurance agreement and is obliged to pay the insurance premium;
- 13) **Insured** - a natural person for whose account the insurance agreement was concluded;
- 14) **direct agreement** - an insurance agreement concluded through the use of means of distance communication in accordance with the applicable legal regulations in this respect, including on the provision of services by electronic means, over the Internet or by telephone, which is not a simplified contract;
- 15) **agreement in a simplified system** - insurance agreement concluded using means of communication

distance with due observance of the applicable laws in this respect, including those on the provision of services by electronic means, using the offer sent by PZU;

- 16) **personal transport device** - a device designed for the movement of persons, powered by muscular force or an electric motor, whose width in motion does not exceed 0.9 m (for example, a scooter, electric scooter);
- 17) **competitive sport** - practising sports which involves regular participation training in a sports club, union or association. It also includes participation in sports competitions (competitions, matches, tournaments or other sports events) or participation in sports conditioning or training camps - in order to learn and improve skills in a given sport and achieve better results in it;
- 18) **domesticated animals**: dogs, cats, hamsters, guinea pigs, parrots, canaries, turtles, aquarium fish, ferrets, chinchillas, gerbils, mice, rats, rabbits, except those kept for breeding or commercial purposes.

## SUBJECT MATTER AND SCOPE OF INSURANCE

– or what can be insured and what PZU is responsible for

### § 4

1. The subject of civil liability insurance is the civil liability of the insured, who is named in the insurance document, and of the household member, where in connection with the performance of private activities or with the property held in connection with the performance of such activities, as a result of a tort (liability in tort), they are obliged to make good damage caused to a third party.
2. The subject of civil liability insurance is also the civil liability of a person who owns, on the basis of a legal title, including lease agreement, premises or a building used for carrying out private activities, if in connection with the ownership of such property as a result of a tort (liability in tort) is the Insured is obliged to compensate for the damage caused to the third party. The aforementioned premises or building is the property which the Insured indicated in the insurance document or a household member owns or co-owns or for which he/she is entitled to a co-operative ownership right to premises or right to a detached house in a housing cooperative.
3. The subject of civil liability insurance is also the civil liability of a domestic helper towards third parties for damages being the result of a tort (civil liability in tort), caused during the performance of entrusted auxiliary works in a household to the insured, who is indicated in the insurance document, or to a household member.
4. Insurance cover is also provided for damage caused by gross negligence.
5. The insurance protection covers in particular the civil liability related to
  - 1) of water and sewer damage;
  - 2) maintenance of pavements at the property or recreational plot owned by the Insured who is named in the insurance document, or a household member;
  - 3) use of household appliances, bicycle, personal transport device, wheelchair or baby carriage;
  - 4) owning pets;
  - 5) amateur sports;
  - 6) volunteering;
  - 7) caring for children, people with disabilities and others;
  - 8) use for recreational purposes of remotely controlled (unmanned): vehicle models, watercraft models, flying models and drones up to 5 kg;
  - 9) short-term (up to 90 days) use of the premises together with their equipment during tourist, business, integration or study trips.

6. PZU provides insurance coverage within the limits of the Insured's statutory liability, subject to the provisions of these General Conditions.
7. PZU's liability is conditional upon the occurrence of an insurance accident during the insurance period, and presentation of the claim on that account before the expiration of the statute of limitations. An **insurance accident** is an act or omission of the Insured which constitutes a tort, as a result of which he/she caused damage covered by the insurance.
8. Unless otherwise agreed, the insurance covers civil liability for damage caused by an insurance accident occurring in Poland.

#### § 5

1. Subject to subparagraphs 2-4, regardless of the civil liability referred to in § 4, PZU - within the guarantee amount - provides insurance coverage for damage occurring during the insurance period, caused by direct action of water or other liquid that escaped from the central heating system, air conditioning system, water supply system, sewage system or household appliances directly cooperating with them, if the direct source of that damage is located in the premises or building used for performing private activities and owned by the Insured indicated in the insurance document based on the legal title.
2. The PZU liability excludes damages:
  - 1) arising from force majeure;
  - 2) caused by willful misconduct:
    - a) the insured,
    - b) persons referred to in § 4 sections 1-3.
3. The insurance protection referred to in section 1 does not cover damages caused to persons mentioned in § 4 sections 1-3.
4. The provisions of § 7 Sec. 1 Item 4, 9, 10, 11, 14, 16, 18, 19 and Sec. 2, § 8, § 13 Sec. 1 and Sec. 3 shall apply.

#### § 6

1. Subject to subparagraph 2, regardless of civil liability referred to in § 4, PZU - within the guarantee amount and up to the sub-limit of liability of PLN 10,000 - provides insurance coverage also for damage caused by a household member who was under 13 years old at the time of causing the damage (hereinafter referred to as "a minor"), if the insured indicated in the insurance document, or a household member obligated to supervise such a minor fulfilled that obligation or the damage would have occurred even if such supervision had been exercised with care.
2. The provisions of § 4 section 7 and section 8, § 7, § 8, § 13 shall apply.

#### EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

#### § 7

1. PZU is not responsible for damages:
  - 1) intentionally caused;
  - 2) inflicted on a household;
  - 3) caused to the domestic helper during the performance by the domestic helper of the auxiliary work entrusted to him/her in the household;
  - 4) caused under the influence of alcohol or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute drugs within the meaning of regulations on counteracting drug addiction, unless it did not influence the occurrence of the insurance accident. The state mentioned in the preceding sentence shall be assessed according to the legal regulations of the country in which the insurance accident occurred;
  - 5) caused by owned animals other than pets, excluding damage caused by bees from the apiary up to 5 hives;
  - 6) caused by professional sports activities;
  - 7) caused by obstruction or collision with an aircraft;
  - 8) resulting from the transmission of infectious diseases or infections,

sentence.

6. The direct contract is concluded after the policyholder:

6. Losses mentioned in section 5 are covered only to the extent that it is set forth in a clause, i.e. a provision in addition to or different from that set forth in the T&Cs.
7. For extending insurance coverage, referred to in section 5, an additional insurance premium shall be determined.

#### **COVERAGE**

– how to determine the sum assured and what it covers

#### **§ 8**

1. The guarantee sum specified in the insurance contract represents the upper limit of PZU's liability for all insurance accidents occurring during the insurance period. If the insurance contract provides for a sublimit of PZU's liability for specific losses, then that sublimit constitutes the upper limit of PZU's liability for such losses.
2. Each payment of compensation or costs mentioned in section 4 shall result in reducing the sum assured and the sub-limits of liability by the amount paid.
3. The Policyholder, in consultation with PZU, may supplement the guaranteed sum. In that case he/she has to pay an additional insurance premium. For insurance accidents that occurred until the date of supplementing the guaranteed sum, PZU is liable up to the amount of the guaranteed sum before its supplementation.
4. Under the guarantee amount, PZU is obliged to cover costs:
  - 1) remuneration of experts, appointed in agreement with PZU in order to establish the circumstances, causes or extent of the loss;
  - 2) defence in connection with claims for damages, that is:
    - a) necessary costs of court defense against the claim of the injured party or the person authorized under the insurance contract in a dispute conducted with PZU,
    - b) necessary costs of court defense in penal proceedings, if the pending proceedings are related to establishing liability, if PZU requested to appoint a defense or agreed to cover such costs,
    - c) costs of court proceedings, including mediation or conciliation proceedings and costs of administrative fees, if PZU agreed to cover such costs.

#### **CONCLUSION OF THE INSURANCE AGREEMENT**

– or how to conclude an insurance contract

#### **§ 9**

1. PZU concludes the insurance contract with the Policyholder on the basis of his/her application, however, this does not apply to the contract under the simplified system.
2. The Policyholder is obliged to inform PZU of all circumstances known to him/her and inquired about by PZU in the offer form or before the insurance contract was concluded in other letters. If the Policyholder concludes the insurance contract through a representative, that obligation is also imposed on the representative and also includes circumstances known to him. If PZU concludes the insurance contract despite the lack of answers to individual questions, the omitted circumstances are deemed insignificant.
3. During the term of the insurance contract the Policyholder is obliged to notify PZU of any change in the circumstances referred to in paragraph 2 as soon as they become known.
4. If an insurance agreement has been concluded for the account of a third party, the obligations specified under sections 2 and 3 shall be borne by both the policyholder and the insured, unless the insured was not aware that an agreement had been concluded for his or her account.
5. PZU shall not be liable for the effects of circumstances that with the breach of section 2-4 were not communicated to PZU. If the breach of sections 2-4 was caused by intentional fault, in case of doubt it is assumed that the insurance accident and its consequences are the result of circumstances referred to in the preceding

contract, did not inform the Policyholder, who is a consumer, about his right to withdraw from the insurance contract, the 30-day period runs

- 1) he/she is acquainted with and accepts the relevant regulations for provision of services by electronic means (if required under applicable law);
  - 2) accepts the contents of the T&Cs;
  - 3) will apply online or during a phone call.
7. The insurance contract is concluded via the Internet upon payment of the insurance premium or its first installment within the time limit set forth in § 12 section 7. The insurance contract is concluded during a telephone conversation at the time when PZU confirms acceptance of the Policyholder's application.
8. The conclusion of the contract in the simplified system takes place at the moment of payment of the insurance premium.
9. The insurance agreement shall be concluded for the period indicated therein.
10. PZU confirms the conclusion of the insurance contract with an insurance document.

#### **BEGINNING AND END OF PZU'S LIABILITY**

– i.e. when the insurance coverage begins and ends

##### **§ 10**

1. The insurance period is indicated in the insurance document.
2. The insurance coverage continues:
  - 1) from the first day of the insurance period indicated in the insurance document, if the date of payment of the insurance premium or its first instalment falls on that first day of the insurance period or later. If the insurance premium or its first instalment has not been paid on time, the insurance cover shall cease on the day on which the Policyholder receives notice of termination of the insurance contract with immediate effect;
  - 2) from the day following the day of payment of the insurance premium or its first installment, not sooner however, than from the first day of the period of insurance indicated in the insurance document, if the deadline for the payment of the insurance premium or its first installment falls before this first day of the period of insurance. If the insurance premium or its first installment has not been paid until the 30th day counted from the first day of the insurance period, the insurance agreement shall be terminated on that day.
3. Insurance coverage in an insurance contract concluded through the Internet lasts from the first day of the insurance period indicated in the insurance document.
4. The insurance coverage expires:
  - 1) at the end of the insurance period;
  - 2) on the date on which the sum assured is exhausted;
  - 3) on the date of delivery to PZU of a statement on withdrawal from the insurance contract, pursuant to the principles set forth in § 11;
  - 4) on the lapse of 7 days from the day on which the Policyholder receives a call for payment of the next insurance premium instalment sent after its due date, if the Policyholder was informed in such a call that non-payment within 7 days from the day of receiving such a call will cause the insurance cover to expire;
  - 5) on the date of delivery to the other party of a statement of termination of the insurance agreement with immediate effect, as mentioned in § 12 section 10.

##### **§ 11**

1. If the insurance agreement is concluded for a period longer than 6 months, the policyholder has the right to withdraw from this insurance contract:
  - 1) within 30 days from the day of concluding the insurance agreement - if the Policyholder is a consumer;
  - 2) within 7 days from the day of concluding the insurance agreement - if the Policyholder is an entrepreneur- by making a statement to that effect.  
If PZU, at the latest at the time of conclusion of the insurance

from the day on which the Policyholder learned of this right. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay the insurance premium for the period, in which PZU provided insurance coverage.

2. If the policyholder, who is a consumer, concludes the insurance agreement by means of distance communication (direct agreement, agreement in a simplified system), the period within which he/she may withdraw from the insurance agreement by submitting a statement to that effect in writing shall be 30 days from the day of informing him about the conclusion of this insurance contract or, if later, from the day of delivering the information which should be given to the consumer on the basis of the regulations on concluding distance contracts. The deadline shall be deemed to have been observed if the notice of withdrawal is sent before its expiry.

## INSURANCE PREMIUM

– or how PZU sets the insurance premium and how you can pay it

### § 12

1. The amount of insurance premium is set according to the tariff that is valid on the day PZU prepares the insurance offer for the Policyholder, taking into account
  - 1) the guarantee amount;
  - 2) period of insurance;
  - 3) insurance coverage;
  - 4) course of insurance in PZU.
2. The following insurance premium discounts shall apply in the insurance contract:
  - 1) for the continuation of the insurance contract;
  - 2) which depend on the individual risk assessment.
3. The following insurance premium increases apply in the insurance contract, which depend on:
  - 1) the insurance claims history;
  - 2) instalment payments of the insurance premium;
  - 3) individual risk assessment.
4. The insurance premium is calculated for the duration of PZU's liability.
5. The insurance premium may be paid at one time, and in the case of an insurance agreement concluded for a year, at one time or in instalments. The dates of premium payment and the amount of premium instalments are defined in the insurance document.
6. The insurance premium or its instalment may be paid in cash or in a non-cash form.
7. In an insurance agreement concluded via the Internet, the deadline for the payment of the insurance premium or its first instalments shall be determined for the day falling before the commencement of the insurance period indicated in the insurance document at the latest.
8. If the insurance premium or an instalment of the insurance premium is paid in a non-cash form, the date of payment of the insurance premium shall be considered the day:
  - 1) payment authorisation - if the Policyholder pays by card or through [moje.pzu.pl](https://moje.pzu.pl);
  - 2) on which the full, due amount of the premium or its instalment was credited to PZU's bank account - if the Policyholder pays by bank transfer or postal order, for example.
9. If the insurance coverage expires before the lapse of the period for which the insurance agreement was concluded, the Policyholder is entitled to reimbursement of the insurance premium for the period of unused insurance coverage.
10. In the event of disclosure of a circumstance which entails a significant change in the likelihood of an insurance accident, either party may demand that the amount of the insurance premium be changed accordingly, starting from the time when such circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party may terminate the insurance agreement with immediate effect within 14 days by submitting a statement to this effect.

11. If the Policyholder or the Insured provided untrue data to PZU that affect the amount of the insurance premium, the Policyholder is obliged to pay the insurance premium resulting from the difference between the insurance premium that would be due to PZU if true data had been provided and the insurance premium assumed in the insurance contract. If an insurance accident occurs, PZU's claim for payment of the difference of insurance premium becomes immediately due and payable, at the latest, on the date of indemnity payment. The provision referred to in the preceding sentence shall not apply to insurance agreements concluded by means of distance communication (direct agreement, agreement under a simplified system).

## ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

### § 13

1. In the event of an insurance accident, the policyholder or insured is obliged to:
  - 1) use the means available to him/her in order to save the object of insurance, prevent the loss or reduce its size. If the Policyholder or the Insured, due to intentional fault or gross negligence, did not apply the above-mentioned measures, PZU is free from liability for losses arising for that reason. PZU is obliged, within the limits of the guarantee amount, to refund the costs resulting from the use of the above measures, if those measures were appropriate, even if they proved ineffective;
  - 2) notify PZU of the occurrence of an insurance accident immediately, but no later than within 7 days from the date of its occurrence or becoming aware thereof. If PZU breaches this obligation, either intentionally or due to gross negligence, it may reduce indemnity accordingly, if the breach contributed to the increase of damage or prevented PZU from determining the circumstances and effects of the accident. The effects of failure to notify PZU about the insurance accident do not arise if PZU, within the above time, received information on circumstances that it should have been notified of.
2. If the injured party has filed a claim against the insured with a claim for indemnity, the policyholder or the insured is obliged to immediately, but not later than within 7 days, notify PZU of that fact. If the above claim goes to court, the Policyholder or the Insured is obliged to immediately, but no later than within 7 days from receiving the statement of claim, notify PZU of that fact. The Policyholder or the Insured is obliged to deliver a court ruling to PZU in time to take a position on the appeal.
3. If an insurance accident occurs, the Policyholder or the Insured is obliged to cooperate with PZU in order to clarify the circumstances and causes of the loss and to determine its extent.

## DETERMINATION AND PAYMENT OF COMPENSATION AND OBLIGATIONS INFORMATION PZU

– i.e. when PZU pays indemnity and what obligations does it have

### § 14

1. PZU pays indemnity within 30 days from the date of receiving notice of an insurance accident.
2. If within the timeframe defined in section 1 it is impossible to clarify the circumstances necessary to establish the liability of PZU or the amount of indemnity, the indemnity shall be paid within 14 days from the date when clarification of those circumstances became possible with due diligence. However, the unquestionable part of indemnity shall be paid by PZU within the timeframe defined in section 1.
3. Payment or acknowledgement of the claim referred to in § 13 section 2 by the Insured does not have legal effects towards PZU unless PZU gave its prior approval.

4. If, as compensation, the injured party is entitled to both single benefits and pensions, PZU pays them out of the applicable sum guaranteed in the following order:
    - 1) a one-time benefit;
    - 2) temporary annuities;
    - 3) annuities.
  5. PZU is obliged:
    - 1) after receiving a notification about the occurrence of an insurance accident, within 7 days from the receipt of such a notification, to notify the Policyholder or the Insured, if they are not the persons making the notification, and to undertake proceedings to determine the facts of the insurance accident, the legitimacy of the claims made and the amount of compensation, as well as to notify the person making the claim in writing - or in another manner to which that person consented, what documents are needed to establish the PZU liability or the amount of indemnity, if that is necessary for further proceedings. If the insurance contract was concluded for the account of a third party, the Insured or his/her heirs may also submit a notice on the occurrence of an insurance accident. In such a case the heir shall be treated in the same way as the beneficiary under the insurance agreement;
    - 2) if the indemnity is not paid within the time limits specified in sections 1 and 2, to notify in writing:
      - a) the person making the claim, and
      - b) the Insured in case of insurance agreement concluded for account of a third party, if he/she is not the person making the claim

- about the reasons for the inability to satisfy their claims in whole or in part, as well as to pay the undisputed part of the indemnity;
    - 3) if the compensation is not due or is due in an amount different from that specified in the claim reported, to inform about it in writing:
      - a) the person making the claim, and
      - b) the Insured, in the case of an insurance agreement concluded for account of a third party, if he/she is not the person making the claim

- indicating the circumstances and the legal basis justifying the total or partial refusal to pay indemnity and to instruct such person about the possibility to pursue the claim in court;
    - 4) make available to the Policyholder, the Insured, the person making a claim or the beneficiary under the insurance contract, information and documents gathered for the purpose of determining the PZU liability or the amount of indemnity. Such persons may request PZU to confirm the information made available in writing, as well as to make, at their own expense, copies of documents and have them certified as true copies by PZU;
    - 5) to make the information and documents referred to in point 4 available to the persons referred to in point 4 upon their request, in electronic form;
    - 6) at the request of the Insured or beneficiary under the insurance contract, to provide information in his/her possession related to the insurance accident that is the basis for establishing the liability of PZU and for determining the circumstances of the insurance accident, as well as the amount of indemnity;
    - 7) at the request of the policyholder or the insured, to provide information about the statements made by them at the stage of conclusion of the insurance agreement for the purpose of assessment of the insurance risk or copies of documents prepared at this stage.
  6. PZU pays indemnity on the basis of acknowledgment of a claim, settlement, or a final and binding court ruling.
2. A complaint, grievance or complaint may be made in the form of:
    - 1) in writing - in person or by mail, within the meaning of the Postal Law Act, for example by writing to the address: PZU SA 18A Postępu St., 02-676 Warsaw (address for correspondence only);
    - 2) orally - by telephone, for example by calling the helpline at 801 102 102, or in person for a record during a visit to the unit referred to in section 1;
    - 3) electronic - by sending an e-mail to reklamacje@pzu.pl or by filling in the form at [www.pzu.pl](http://www.pzu.pl).
  3. PZU considers the complaint, claim or grievance and responds to it without undue delay, but no later than within 30 days of its receipt, subject to the provisions of section 4.
  4. In particularly complex cases which make it impossible to process the complaint, claim or grievance and to provide an answer within the time limit referred to in section 3, PZU provides the person who submitted the complaint, claim or grievance with information in which
    - 1) explains the reason for the delay;
    - 2) indicates the circumstances which must be established for the case to be heard;
    - 3) shall specify the expected time limit for the handling of the complaint, claim or grievance and for response, which shall not exceed 60 days from the date of receipt of the complaint, claim or grievance.
  5. PZU's response to the complaint, claim or grievance shall be delivered to the person who submitted it, in paper form or via other durable medium, however, the response may be delivered by e-mail only at the request of the person who submitted such complaint, claim or grievance.
  6. A natural person who has lodged a complaint has the right to submit an application to the Financial Ombudsman concerning
    - 1) failure to accept claims under the claims procedure;
    - 2) failure to perform actions resulting from a complaint considered in accordance with that person's will within the period specified in the response to that complaint.
  7. Complaints, grievances and complaints are handled by PZU organizational units which are competent with respect to the subject matter.
  8. Complaints are regulated in the Act on Complaints Handling by Financial Market Operators and Financial Ombudsman and in the Act on Insurance Distribution.
  9. PZU provides for the possibility of out-of-court dispute resolution.
  10. The entity authorized under the Act on Out-of-Court Resolution of Consumer Disputes, competent for PZU to handle disputes out of court, is the Financial Ombudsman, whose website address is: [www.rf.gov.pl](http://www.rf.gov.pl).
  11. In the case of an agreement concluded via the Internet, the consumer has the right to use an out-of-court dispute resolution procedure and submit a complaint via the Internet dispute resolution platform (ODR platform) in accordance with the Regulation of the European Parliament and of the Council No. 524/2013 dated May 21, 2013. - address: <http://ec.europa.eu/consumers/odr/>. The European Commission is responsible for the operation of the ODR Platform. The email address to contact PZU is: reklamacje@pzu.pl.
  12. The Policyholder, the Insured and the beneficiary of the insurance agreement, being a consumer, have the right to seek assistance from Municipal and District Consumer Ombudsmen.
  13. PZU is subject to supervision by the Polish Financial Supervision Authority.

#### § 16

#### FINAL PROVISIONS

– or what else is important

#### § 15

1. A complaint, claim or grievance is submitted to any PZU unit serving the customer.

1. An action for a claim resulting from the insurance agreement may be brought according to general jurisdiction regulations or before a court competent for the place of residence or seat of the Policyholder, Insured or Beneficiary from the insurance agreement.
2. An action for a claim resulting from the insurance agreement can be brought according to general jurisdiction regulations or before a court competent for the place of residence of the heir of the Insured or the heir of the person authorized under the insurance agreement.



## ANNEX - CLAUSES CONCERNING ADDITIONAL RISKS

### CLAUSE NO 1

#### EXTENSION OF TERRITORIAL LIABILITY FOR LOSSES RESULTING FROM INSURANCE ACCIDENTS WHICH OCCURRED IN THE TERRITORY OF THE EUROPEAN UNION AND ISLAN- DIA, NORWAY AND SWITZERLAND.

Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of cover to include civil liability of the Insured, who is mentioned in the insurance document, and of a household member, for damages resulting from insurance accidents that occurred in the territory of the European Union, Iceland, Norway and Switzerland.

### CLAUSE NO 2

#### EXTENSION OF TERRITORIAL LIABILITY FOR LOSSES RESULTING FROM INSURANCE ACCIDENTS THAT OCCURRED ALL OVER THE WORLD, EXCLUDING THE USA AND CANADA.

Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of cover to include civil liability of the Insured, who is named in the insurance document, and of a household member, for damages caused by insurance accidents occurring all over the world, excluding the USA and Canada.

### CLAUSE NO 3

#### EXTENSION OF TERRITORIAL LIABILITY FOR LOSSES RESULTING FROM INSURANCE ACCIDENTS OCCURRING ALL OVER THE WORLD.

Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of cover to include civil liability of the Insured, who is named in the insurance document, and of a household member, for damages caused by insurance accidents occurring all over the world.

### CLAUSE NO 4

#### EXTENSION OF THE SCOPE OF LIABILITY TO INCLUDE DAMAGE TO LEASED PROPERTY.

1. With respect to other provisions of GCU, not changed by this clause and for additional insurance premium, the parties agree to extend the scope of insurance by civil liability for damages that occurred:
  - 1) in property, excluding business property, which was used by the Insured, who is mentioned in the insurance document, or by a household member on the basis of a tenancy, rent, usufruct, lending, leasing or other similar form of using someone else's property;
  - 2) on official property in the performance of official duties.**Business property** is defined as a laptop, tablet, mobile phone, including a smartphone, which the employer has given to the insured, who is named in the insurance document, or a household member, to use on the basis of a document imposing material liability on the person using such property.

2. Insurance coverage does not include damage that:
  - 1) arising in vehicles other than a bicycle, wheelchair or personal transport device and their equipment and property left in those vehicles;
  - 2) resulting from normal wear and tear of the property;
  - 3) resulting from the use of property contrary to its intended use;
  - 4) consist of loss of property, unless the damage is to business property;
  - 5) arise as a result of construction, assembly or renovation work, excluding necessary repairs for which  
- based on the applicable legal regulations - the insured person indicated in the insurance document or a household member is obliged;
  - 6) originated in computer programs, excluding operating systems installed in computer hardware.
3. In the event of loss of business property, the Insured who is named in the insurance document, or a household member, is obliged to notify the police unit, if necessary, especially in case of theft or robbery.

### CLAUSE NO 5

#### EXTENSION OF THE SCOPE OF LIABILITY TO INCLUDE DAMAGE CAUSED BY OWNED AGGRESSIVE DOGS.

Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of insurance by civil liability of the Insured, who is mentioned in the insurance document, and of the household member for damages caused by aggressive dogs owned by them.

### CLAUSE NO 7

#### EXTENSION OF THE SCOPE OF LIABILITY TO INCLUDE DAMAGES ARISING FROM THE OWNERSHIP OR USE OF HORSES.

Without prejudice to other provisions of GCU, not changed by this clause, and for additional insurance premium, the parties agree to extend the scope of insurance to cover civil liability of the Insured, who is mentioned in the insurance document, and of a household member for losses occurring due to the possession or use by them of horses for recreation.

### CLAUSE NO 9

#### EXTENSION OF THE SCOPE OF LIABILITY TO INCLUDE DAMAGES RESULTING FROM PARTICIPATION IN HUNTING.

1. With respect to other provisions of GCU, not changed by this clause and for additional insurance premium, the parties agree to extend the scope of insurance by the civil liability of the Insured, who is mentioned in the insurance document, and of a household member, for damages which
  - 1) caused by the Insured who is mentioned in the insurance document, or by a household member while participating in hunting (including the use of hunting firearms and ammunition for these firearms);
  - 2) caused by dogs used for hunting purposes and owned by the Insured who is mentioned in the insurance document, or by a household member while participating in hunting.
2. PZU provides insurance coverage under the condition that the Insured who is named in the insurance document,

and householder have the legally required licenses and permits to:

- 1) participating in hunts;
- 2) possession of hunting firearms and their ammunition;
- 3) owning dogs used for hunting purposes.

**3. PZU shall not be liable for damage caused:**

- 1) due to improperly secured hunting firearms during transport;
- 2) by the use of a hunting firearm modified in a way that alters its type, calibre or intended use;
- 3) by wild game in crops and fruit crops;
- 4) while hunting in crops and crops.

**CLAUSE NO 10**

**EXTENDING THE SCOPE OF LIABILITY TO INCLUDE DAMAGES CAUSED BY THE POSSESSION OR USE OF FIREARMS, PNEUMATIC WEAPONS, PAINTBALL EQUIPMENT AND AMMUNITION FOR THESE WEAPONS OR EQUIPMENT.**

1. In consideration of other provisions of GCU, not changed by this clause and for additional insurance premium, the parties agree to extend the scope of cover to include civil liability of the Insured, who is mentioned in the insurance document, and of a household member for the losses that occur due to the possession or use by them of firearms, pneumatic weapons, paintball equipment and ammunition for these weapons or equipment. The **firearms** are combat, hunting, sport, gas, alarm and signal weapons.
2. PZU shall not be liable for damage that occurred due to:
  - 1) use of weapons possessed without the legally required permits;
  - 2) improper protection of the weapon during transport;
  - 3) the use of weapons modified in a way that alters their type, calibre or intended use.

**CLAUSE NO 11**

**EXTENSION OF THE SCOPE OF LIABILITY TO COVER DAMAGE CAUSED BY THE OWNERSHIP OR USE OF SMALL VESSELS.**

1. With reservation of other provisions of GCU, not changed by this clause and for additional insurance premium, the parties agree to extend the scope of insurance by civil liability of the Insured, who is mentioned in the insurance document, and of a household member for the losses which occurred by virtue of ownership or use by them of small watercraft, including the losses caused in small watercraft and their equipment, from which the Insured, who is mentioned in the insurance document, is entitled to cover the losses caused by the ownership or use by them of small watercraft, including the losses caused in small watercraft and their equipment, from which the Insured, who is mentioned in the insurance document, is entitled to cover the losses caused in the event of death or personal injury. is indicated in the insurance document, or a household member benefited on the basis of the lease agreement.  
**Small watercraft** are the following: rowing boats, water canoes, pedal boats, pontoon boats, sailing yachts up to 7.5 m hull length and motor yachts, including water scooters, with an engine not exceeding 50 kW.
2. PZU shall not be liable for damages which:
  - 1) were caused by possession or use of equipment which did not have the legally required certificates, inspections and tests;
  - 2) resulting from operating the equipment contrary to its intended use;
  - 3) caused by persons who were not legally entitled to drive small watercraft, unless this did not influence the occurrence of the insurance accident;

- 4) arising while driving small craft by persons who are commercially engaged in driving small craft;
- 5) that occurred while participating in the regatta.

**CLAUSE NO 13**

**EXTENSION OF THE SCOPE OF LIABILITY TO COVER DAMAGE CAUSED IN CONNECTION WITH THE OWNERSHIP OR USE OF MOTOR VEHICLES NOT COVERED BY THE COMPULSORY INSURANCE OF CIVIL LIABILITY OF MOTOR VEHICLE HOLDERS.**

1. Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of insurance to cover civil liability of the Insured, who is mentioned in the insurance document, and of a household member for damage caused by owning or using motor vehicles, which are not subject to compulsory insurance of civil liability of motor vehicle holders.
2. PZU shall not be liable for damage caused by persons who were not legally authorized to drive a motor vehicle, unless this had no impact on the occurrence of an insurance accident.

**CLAUSE NO 14**

**EXTENDING THE SCOPE OF LIABILITY TO INCLUDE DAMAGE CAUSED TO THE LESSEE.**

1. With reservation of the other provisions of GCU, not changed by this clause and for additional insurance premium, the parties agree to extend the scope of insurance by civil liability of the Insured, who is mentioned in the insurance document, and of the household member for the losses they caused to the tenant in connection with non-performance or improper performance of the lease agreement of the premises or building concluded with that tenant. The aforementioned apartment or building is the property which the Insured mentioned in the insurance document or a household member owns or co-owns or for which he/she is entitled to a cooperative ownership right to the apartment or right to a detached house in a housing cooperative.
2. PZU is not responsible for damages:
  - 1) if the lease of the premises or building serves purposes other than meeting the housing needs of the lessee;
  - 2) resulting from the conduct of business activity by the Insured who is mentioned in the insurance document or by a household member, which consists in renting out premises or buildings;
  - 3) if the tenancy agreement is not in writing.

**CLAUSE NO 15**

**EXTENSION OF THE SCOPE OF LIABILITY TO INCLUDE DAMAGE OCCURRING DURING THE PRACTICE.**

1. Without prejudice to other provisions of GCU, not changed by this clause, and against payment of additional insurance premium, the parties agree to extend the scope of insurance by the civil liability of the Insured, who is mentioned in the insurance document, and of the household member for the damage caused by them. in connection with practical vocational training outside the school premises.
2. PZU shall not be liable for damage caused in connection with the practical training of medical professions and the profession of a pharmacist, teacher or pedagogue.

## INFORMATION FROM THE CONTROLLER



### **[Administrator and contact information for the controller and Data Protection Officer].**

The administrator of the personal data is PZU SA with its seat in Warsaw, 24 Jana Pawła II Avenue, 00-133 Warsaw. Contact with the controller is possible via e-mail [kontakt@pzu.pl](mailto:kontakt@pzu.pl) or in writing to the above address of the controller's registered office. In all matters concerning personal data protection you can contact the Data Protection Officer appointed by the administrator. Such contact can be made by e-mail to the address [IODpzu@pzu.pl](mailto:IODpzu@pzu.pl) or in writing to the address of PZU SA, IOD, Al. Jana Pawła II 24, 00-133 Warszawa.

### **[Data Processing].**

The controller may process your data in order to:

- concluding and performing an insurance agreement - the legal basis for processing is the necessity of processing the data to conclude and performance of the contract,
- insurance risk assessment in an automated manner as part of customer profiling before concluding an agreement - the legal basis for processing is the necessity to conclude and perform an insurance agreement,
- Direct marketing of the administrator's own products and services, including profiling for the purposes of adapting the information sent marketing content - the legal basis of the processing is the necessity of the processing for the realization of legally justified interests of the administrator; the administrator's justified interest is to provide customers with information about insurance products and other financial products offered by PZU SA; if you have given your consent to the processing of personal data for marketing purposes in the case of not having insurance with PZU SA, i.e. in the case of not concluding an insurance contract or after the termination of an insurance contract, your consent will be the legal basis for the processing of your personal data; for marketing purposes your contact information will be used, as well as contact information obtained in the future,
- Alternatively, to assert or defend against claims relating to the insurance contract concluded with you – the legal basis of the processing is the indispensability of the processing for the realization of a legally justified interest of the administrator; a justified interest of the administrator is the possibility to assert and defend against claims resulting from the concluded insurance agreement,
- reinsurance of risks - the legal basis of the processing is the necessity of the processing to pursue a legitimate interest administrator; the legitimate interest of the administrator is to reduce the insurance risk related to the contract concluded with you Panem,
- the fulfilment of the administrator's obligations regarding the keeping of accounting records for insurance contracts – the legal basis of the processing is necessity for compliance with a legal obligation of the controller resulting from from the accounting regulations,
- taking possible actions related to counteracting the payment of undue benefits or compensation - the legal basis of the processing is the necessity of the processing to realize the legally justified interest of the administrator; the justified interest of the administrator is to be able to prevent the payment of undue benefits or compensation.

Decisions regarding the amount of the insurance premium will be made automatically, i.e. without human involvement, on the basis of your data necessary to assess the insurance risk by the insurer in relation to the subject of insurance. Decisions will be based on profiling, i.e. automatic assessment of the insurance risk of concluding an insurance agreement with you. In connection with the automated decision-making regarding the amount of the insurance premium, you have the right to contest this decision, the right to express your own position and to request that your case be reviewed and a decision be made by an employee.

Providing personal data in connection with the concluded agreement is necessary to conclude and perform the insurance agreement and to assess the insurance risk - without providing personal data it is not possible to conclude an insurance agreement.

Providing personal data for marketing purposes is voluntary.

### **[Data retention period].**

Your personal data will be stored until the statute of limitations for claims under the insurance contract or until the expiration of the obligation to store data under the law, in particular the obligation to store accounting documents relating to the insurance contract.

The controller will stop processing data used for direct marketing purposes, including profiling, beforehand if you object to the processing of your data for this purpose.

To the extent that the basis for data processing is consent, your personal data will be processed until you withdraw it.

### **[Transmitting data].**

Your personal data may be disclosed to entities and authorities authorized to process such data on the basis of legislation.

Your personal data may be disclosed to reinsurance companies and transferred to other PZU Group companies if you have given your consent to such transfer.

Your personal data may be transferred to entities processing personal data on behalf of the controller: IT service providers, entities processing data in order to collect debts, marketing agencies, or insurance agents, where such entities process data on the basis of a contract with the controller and only in accordance with the controller's instructions.

Your personal data may be made available to entities in countries outside the European Economic Area in connection with with the execution of a motor or travel insurance contract.

**[your rights].**

You have the right to access your personal data and to request its rectification, erasure or restriction their processing.

You have the right to data portability, i.e. to receive your personal data from the controller in a structured, commonly used and machine-readable format. You may send this data to another controller.

To the extent that the basis for the processing of your personal data is the premise of a legitimate interest of the controller, you have the right to object to the processing of your personal data. In particular, you have the right to object to the processing of data for the purposes of direct marketing, including profiling.

Insofar as the processing of your personal data is based on your consent, you have the right to withdraw it. You can withdraw your consent at any time at the branch or by sending an e-mail to kontakt@pzu.pl or a letter to the PZU address, 18a Postępu St., 02-676 Warsaw. Withdrawal of consent does not affect the legality of processing carried out on the basis of consent before its withdrawal. In order to exercise the above rights, please contact the controller or the Data Protection Officer using the contact details indicated above. You have the right to lodge a complaint to the supervisory authority dealing with personal data protection in Poland.