

**GENERAL TERMS AND CONDITIONS OF CIVIL PARTY
LIABILITY IN PRIVATE LIFE INSURANCE**



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

Information referred to in Article 17 section 1 of the Act on insurance and reinsurance activity:

Type of information	Number of the contract template's editorial unit
Conditions for the payment of compensation and other benefits	<p>GTCI: § 2 section 7, § 3, § 4, § 5, § 7, § 8 section. 2–4, § 9, § 10, § 13, § 14 section 3, 4, i 6</p> <p>Appendix to GTCI – clauses concerning additional risks: Clause 1 Clause 2 Clause 3 Clause 4: sect. 1 and sect.. 3 Clause 5 Clause 7 Clause 9: sect. 1 and sect. 2 Clause 10: sect. 1 Clause 11: sect. 1 Clause 13: sect. 1 Clause 14: sect. 1 Clause 15: sect. 1</p>

Type of information	Number of the contract template's editorial unit
<p>Limitations and exclusions of the insurance company liability which give the right to refuse to pay compensation and other benefits or to the right to reduce them</p>	<p>GTCl:</p> <p>§ 2 sect. 7, § 3, § 4, § 5, § 6, § 7 sect. 1–3, § 8 sect. 5, § 9, § 10, § 13 sect. 1, § 14 sect. 3 i 4</p> <p>Appendix to GTCl – clauses concerning additional risks:</p> <p>Clause 4: sect. 2</p> <p>Clause 5</p> <p>Clause 9: sect. 3</p> <p>Clause 10: sect. 2</p> <p>Clause 11: sect. 2</p> <p>Clause 13: sect. 2</p> <p>Clause 14: sect. 2</p> <p>Clause 15: sect. 2</p>

GENERAL PROVISIONS

– some important information for the beginning

§ 1

On the bases of these „General Terms and Conditions of Civil Party Liability in Private Life Insurance“ (further referred to as „GTCl“) the policyholder may conclude an insurance contract for group insurance for civil party liability in private life insurance (further referred to as „CL insurance“) with Powszechny Zakład Ubezpieczeń SA (further referred to as „PZU“).

§ 2

1. The policyholder may conclude an insurance contract for his own account (for himself becoming also the insured person) or for the account a third party (for other person who will become the insured person. In the group insurance contract:
 - 1) the obligation to pay the insurance premium belongs to the policy holder;
 - 2) the allegation affecting PZU's liability may also be raised by PZU against the insured person;
 - 3) the insured person may demand, that PZU provides him with information on the provisions of the concluded group insurance contract and the GTCl to the extent, that they relate to the rights and obligations of the insured
2. Additional provisions or provisions different that those set out in the GTCl, particularly Clauses being Appendixes to GTCl may be inserted in the group insurance contract in consultation with the policyholder. In the event of introducing additional or different provisions to the insurance contract, the GTCl apply to the extent

not regulated by these provisions.

3. PZU SA is obliged to inform the policyholder about the difference between the contents of the group insurance contract and the GTCl in writing before the insurance contract is concluded. In the event of failure to meet the above obligation, PZU SA cannot rely on a difference which is detrimental to the policyholder or the insured person. This provision does not apply to insurance contracts concluded by way of negotiations.
4. PZU shall deliver the GTCl to the policyholder prior to concluding the group insurance contract. Under the group insurance contract, the policyholder is obliged to provide these GTCl to all the insured persons before the commencement of the insurance period, and if that is not possible - no later than on the first day of the said period. GTCl may be provided in paper form or - if the insured agrees- on another durable medium. PZU may ask the policyholder for evidence confirming the provision of the GTCl to the insured persons.
5. If the group insurance contract is concluded via means of distance communication (direct contract, contract in the simplified system), the GTCl are also available at PZU outlets and on the PZU website and provided to the policyholder together with the insurance document
6. The language used by PZU in relations with consumers is Polish.
7. Matters not regulated by the GTCl or the group insurance contract are governed by relevant provisions of the Civil Code and other provisions of Polish law.

DEFINITIONS

– terms that appear in GTCI

§ 3

In GTCI the following terms are used:

- 1) **acts of terrorism** - individual or group actions directed against population or property in order to bring about chaos, intimidate population, disorganize public life, public transport, service or manufacturing plants so as to achieve economic, political or social consequences;
- 2) **amateur practicing of sport** - practicing recreational sport as a form of recreation or in order to maintain or regenerate vitality; it does not include competitive sports;
- 3) **jewelry** – personal items intended to adorn the body or attire of a person, made of precious or semi-precious metals, precious or semi-precious stones;
- 4) **activities of private life** - activities related to the private sphere, not related to professional activity and remaining unrelated with the performance of official duties, paid work, practical vocational training outside the school. Activities of private life are not considered, in particular, the pursuit of economic activity, a free profession, performing functions in unions, associations, social or political organizations, and in housing communities;
- 5) **insurance document** - a policy, certificate or other document confirming conclusion of a group insurance contract; in relation to the individual insurance contract, one insurance document confirms conclusion of CL insurance for more than one insured person;
- 6) **close person** - spouse, cohabitant, ascendant, descendant, brother, sister, stepfather, stepmother, stepchild, stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, adopted, adopting, under the care of or accepted for upbringing as part of a foster family within the meaning of family law;
- 7) **third person** – every person or institution, that are not policyholder and in relation to the given insured person, another insured person covered by the same group insurance;
- 8) **domestic help** - any person (for example a housekeeper, gardener, babysitter, person taking care of a disabled person, person taking care of the dog) who performs the entrusted auxiliary work in the insured person's household;
- 9) **aggressive dogs** – dogs of breeds considered aggressive under Polish law: American pit bull terrier, Majorca dog (Perro de Presa Mallorquin), American bulldog, Argentinean dog, Canary dog (Perro de Presa Canario), tosa inu, rottweiler, Akbash Dog, Anatolian Karabash, Moscow Watchman, Caucasian Shepherd Dog and dogs with visible features of these breeds;
- 10) **damage** - loss, destruction or damage to things, including lost benefits of the injured party, which could have been achieved had it not been for the loss, destruction or damage to things, as well as death, bodily injury, health disorder, including lost benefits of the injured party that could have been achieved if he did not suffer any bodily injury or health disorder;
- 11) **policyholder** – a natural person, legal person or an organizational unit that is not a legal person, which concludes a group insurance contract and is obliged to pay the insurance premium;
- 12) **insured person** – a natural person for whose account the group insurance contract has been concluded;
- 13) **direct contract** – a group insurance contract concluded by means of distant communication subject to applicable legal regulations in this area including the provision of services by electronic means, via the Internet or during a telephone conversation, which is not a contract in the simplified system;
- 14) **simplified system contract** – a group insurance contract concluded by means of distant communication subject to applicable legal regulations in this area including the provision of electronic services, using the offer sent by PZU
- 15) **group insurance contract** - insurance contract concluded for the account of a group of at least 5 persons; group insurance contract may cover more than one group of persons; the insured persons within one group have identical scope of insurance cover;
- 16) **personal transport device** - a device designed for the movement of people, powered by muscles or by an electric motor, the width of which in motion does not exceed 0.9 m (e.g. a scooter, electric scooter);
- 17) **competitive sports** - engaging in sports that involves regular participation in training at a club, association or sports association. It is also 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 sports discipline and achieve better and better results in it;
- 18) **domestic animals** - domesticated: dogs, cats, hamsters, guinea pigs, parrots, canaries, turtles, aquarium fish, ferrets, chinchillas, gerbils, mice, rats, rabbits, except for breeding or commercial purposes.

OBJECT AND SCOPE OF INSURANCE

– what can be insured and what PZU's liability

§ 4

1. The subject of CL insurance is the liability of insured person indicated in the insurance document, for when in connection with the performance of private life activities or in connection with the owned property, which is used to perform these activities, as a result of a tort (civil liability in tort), he is obliged to compensate the damage caused to a third party
2. The insurance also covers damages caused as a result of gross negligence.
3. Insurance scope includes in particular civil liability related to:
 - 1) water and sewage damage;
 - 2) maintaining sidewalks by the property or recreational plot owned by the insured person, who is indicated in the insurance document;
 - 3) using household appliances, bicycles, personal transport devices, wheelchairs or baby carriage or stroller;
 - 4) owning domestic animals;
 - 5) amateur practicing of sport;
 - 6) volunteering;
 - 7) taking care of children, disabled people and other people;
 - 8) using for recreational purposes remotely controlled (unmanned): vehicle models, watercraft models, flying models and drones weighing up to 5 kg;
 - 9) short-term (up to 90 days) use of rooms with their equipment during tourist, business, integration trips or during study.
4. PZU provides insurance coverage within the statutory liability of the insured, taking into account the provisions of the GTCI.
5. The condition of PZU's liability is the occurrence of an insurable accident during the insurance period and submitting a claim in this respect before the expiry of the limitation period. An **insured accident** is an act or omission of the insured person, constituting a tort, as a result of which he caused damage covered by the scope of insurance.
6. Unless agreed otherwise, the insurance covers civil liability for damages resulting from an insurable accident that occurred in Poland.

§ 5

1. Taking into account sect. 2-4, irrespective of the civil liability referred to in § 4, PZU - within the guaranteed sum - covers the damage caused during the insurance period, caused by the direct action of water or other liquid that came out of the central heating, air conditioning, water, sewage system or household appliances directly cooperating with them, when the direct source of the damage is in the premises or a building that is used to perform private life activities and is owned by the insured person indicated in the insurance document on the basis of the legal title
2. The following damages are excluded from PZU's liability:
 - 1) caused by force majeure;
 - 2) caused by willful misconduct of:
 - a) the insured person,
 - b) a person referred to in § 4 sec. 1
3. The insurance protection referred to in sec. 1, does not cover the damage caused to the person referred to in § 4 sec. 1
4. The provisions of § 6 sec. 1 points 4, 9, 10, 11, 14, 16, 18, 19 and sec. 2, § 7, § 13 sec. 1 and sec. 3 apply.

EXCLUSIONS OF LIABILITY

– for what PZU is not liable

§ 6

1. PZU is not liable for damages:
 - 1) caused intentionally;
 - 2) caused to a close person to the insured person specified in the insurance document;
 - 3) caused while intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitutes within the meaning of the provisions on counteracting drug addiction, unless this did not affect the occurrence of the insurable accident. The condition referred to in the preceding sentence shall be assessed according to the provisions of the law of the country in which the insurance accident occurred;
 - 5) caused by owned animals other than domestic animals, excluding damage caused by bees from an apiary up to 5 hives;
 - 6) caused as a result of competitive sports;
 - 7) caused as a result of obstruction to air traffic or a collision with an aircraft;
 - 8) resulting from the transmission of infectious diseases or infections;
 - 9) consisting in the destruction, damage, loss or theft of: cash, securities, gift certificates, works of art, jewelry (excluding glasses and hand watches), items made of metals or precious stones, items of a historic, archival or unique character;
 - 10) consisting in the destruction, damage, loss or theft of: documents, data carriers, data;
 - 11) caused by the slow action of: temperature, gases, smoke, soot, sewage, fungus, vibration and noise;
 - 12) related to the infringement of intellectual property rights, i.e. resulting from the infringement of copyrights, licenses, patents, trademarks or brand names
 - 13) related to the access or use of computer networks or the Internet;
 - 14) resulting from acts of terrorism, military operations, martial law, state of emergency, strikes, social unrest;
 - 15) resulting from the participation of the insured person, in strikes, riots, protests, roadblocks;
 - 16) caused by nuclear energy, laser and maser rays, ionizing radiation, magnetic and electromagnetic fields, radioactive contamination;
 - 17) resulting from the necessity to take an action or omission specified in the administrative decision;
 - 18) caused in the natural environment, consisting in its contamination or contamination;
 - 19) caused in the tree stands of forests or parks.

2. The insurance does not cover fines, contractual penalties, court and administrative fines, advances, claims for withdrawal from the contract, claims for reimbursement of costs incurred in connection with or for the purpose of performance of the contract, exemplary damages, punitive damages, which the insured is obliged to pay.
3. Insurance does not cover claims relating to infringement of personal rights other than human life and health.
4. Insurance does not cover third party liability which is the subject of compulsory insurance, as referred to in the Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau.
5. Moreover, unless the scope of insurance has been extended by including appropriate clauses in the group insurance agreement, constituting an appendix to the GTCI, PZU shall not be liable for damages:
 - 1) in the property used on the basis of a rental, tenancy, use, lending, leasing or other similar form of using third party's property by the insured person indicated in the insurance document, except for a short-term (up to 90 days) use of the premises with their equipment during tourist, business, integration trips or during study;
 - 2) caused by owned aggressive dogs;
 - 3) resulted from the possession or use of horses;
 - 4) resulted from the possession or use of firearms, pneumatic weapons, paintball equipment and ammunition for these weapons or devices;
 - 5) caused during participation in hunting;
 - 6) resulted from the possession or use of vessels;
 - 7) caused in connection with the possession or use of motor vehicles that are not subject to compulsory third-party liability insurance of motor vehicle owners;
 - 8) caused to the tenant in connection with non-performance or improper performance of the rental agreement for the premises or building concluded by the insured indicated in the insurance document with this tenant;
 - 9) caused in connection with the practical training of the profession outside the seat of the school.
6. The damages mentioned in sec. 5 are covered by insurance only to the extent that has been stipulated in the clause, ie an additional provision or provision deviating from that stipulated in the GTCI.
7. An additional insurance premium is calculated for extending the scope of insurance coverage referred to in sec. 5.

SUM INSURED

– how to calculate sum insured and what it covers

§ 7

1. The sum insured specified in the group insurance contract is the upper limit of PZU's liability in relation to all insurance accidents that occurred during the insurance period. The sum insured is determined separately for each insured person listed in the insurance document. If the group insurance contract provides for a sublimit of PZU's liability for specific losses, then the sublimit is the upper limit of PZU's liability for such losses.
2. Each payment of compensation or the costs mentioned in sec. 4 causes the reduction of the guarantee sum and liability sublimits by the amount paid out.
3. The policyholder, in agreement with PZU, may supplement the sum insured. In this case, he has to pay an additional insurance premium. For insurance accidents that occurred before the guarantee sum was supplemented, PZU shall be liable up to the amount of the guarantee sum prior to its supplementation.
4. As part of the guarantee sum, PZU is obligated to cover the costs:
 - 1) remuneration of experts appointed in agreement with PZU in order to determine the circumstances, causes or extent of the loss;
 - 2) defense in connection with claims for damages, that is:
 - a) the necessary costs of court defense against the claim of the injured party or the party entitled under the group insurance agreement in a dispute conducted in coordination with PZU,

- b) the necessary costs of court defense in criminal proceedings, if the pending proceedings are related to the determination of liability, if PZU has requested the establishment of a defense or has agreed to cover these costs,
- c) costs of court proceedings, including mediation or conciliation and administrative fees, if PZU has agreed to cover these costs.

2. Insurance coverage lasts:

- 1) from the first day of the insurance period specified in the insurance document, if the due date for the payment of the insurance premium or its first installment falls on the first day of the insurance period or later. If the insurance premium or its first installment has not been paid on time, the insurance cover will expire on the day on which the policyholder receives the termination of the group insurance contract with immediate effect.
 - 2) from the day following the date of payment of the insurance premium or its first installment, but not earlier than from the first day of the insurance period specified in the insurance document, if the due date for the payment of the insurance premium or its first installment falls before that first day of the insurance period. If the insurance premium or its first installment has not been paid by the 30th day from the first day of the insurance period, the group insurance contract is terminated on that day.
- 3. Insurance coverage in a group insurance contract concluded via Internet shall start from the first day of the insurance period specified in the insurance document.**
- 4. The insurance cover expires:**
- 1) at the end of the insurance period;
 - 2) in relation to a given insured person- on the day on which the sum insured is exhausted;
 - 3) on the date of delivery to PZU the declaration of withdrawal from the group insurance contract in accordance with the principles set out in § 11;
 - 4) 7 days from the date on which the policyholder receives a request for payment of the next installment of the insurance premium, sent after the payment deadline, if the policyholder was informed in this request that failure to pay within 7 days from the date of receipt of this request, that the insurance cover will expire;
 - 5) on the day of delivering to the other party the statement on termination of the group insurance contract with immediate effect, referred to in § 12 sec. 9.

CONCLUDING THE GROUP INSURANCE CONTRACT

– how to conclude the group insurance contract

§ 8

- 1. PZU concludes a group insurance contract with the policyholder on the basis of his application, this does not apply to contracts in the simplified system.
- 2. The policyholder is obliged to inform PZU about all the known circumstances, about which PZU asked in the offer form or in other writings before concluding the group insurance contract. If the policyholder concludes a group insurance contract through a representative, this obligation is also imposed on the representative and also covers circumstances known to him. If PZU concludes a group insurance contract despite the lack of answers to individual questions, the omitted circumstances are considered irrelevant.
- 3. During the term of the group insurance contract, the policyholder is obliged to notify PZU of any change in the circumstances referred to in sec. 2, immediately after receiving information about these changes.
- 4. In the group insurance contract, the obligations specified in sec. 2 and 3 shall be borne by both the policyholder and the insured person, unless the insured person was unaware that the contract was concluded for his/ her account.
- 5. PZU shall not be liable for the consequences of the circumstances that in violation of sec. 2-4 were not disclosed to PZU. If the breach of sec. 2-4 was caused by willful misconduct, in case of doubt, it is assumed that the insurance accident and its consequences are the result of the circumstances referred to in the preceding sentence.
- 6. A direct contract is concluded after the policyholder:
 - 1) becomes familiar with the relevant regulations for the provision of electronic services (if required under applicable law) and accepts it;
 - 2) accepts the content of the GTCI;
 - 3) submits the application via Internet or during a telephone conversation.
- 7. Conclusion of a group insurance contract via Internet takes place upon payment of the insurance premium or its first installment within the time limit set in accordance with § 12 sec. 6. Conclusion of a group insurance contract during a telephone conversation takes place upon PZU's confirmation of acceptance policyholder's application.
- 8. The contract in the simplified system is concluded upon payment of the insurance premium.
- 9. The group insurance contract is concluded for the period specified in the contract.
- 10. PZU confirms the conclusion of a group insurance contract with an insurance document.

§ 9

When concluding a group insurance contract, the policyholder is obliged to submit to PZU the name list of insured persons. The insurance covers only the persons included in the list. This list is an integral part of the insurance document.

COMMENCEMENT AND END OF PZU'S LIABILITY

– when the insurance coverage begins and ends

§ 10

- 1. The insurance period is specified in the insurance document.

§ 11

- 1. If the group insurance contract is concluded for a period longer than 6 months, the policyholder has the right to withdraw from the insurance contract:
 - 1) within 30 days from the date of concluding the group insurance contract - if the policyholder is a consumer;
 - 2) within 7 days from the date of concluding the group insurance contract - if the policyholder is an entrepreneur - by submitting a declaration in this regard.
 If, at the latest, at the time of concluding the group insurance agreement, PZU has not informed the policyholder who is a consumer about the right to withdraw from the group insurance agreement, the 30-day period shall run from the day on which the policyholder learned about this right. Withdrawal from the group insurance agreement does 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 a group insurance contract by means of distance communication (direct contract, contract in the simplified system), the period within which he may withdraw from this group insurance contract by submitting a written declaration in this regard is 30 days from the date of being informed about the conclusion of this group insurance contract or, if it is later, from the date of delivery of the information that should be provided to the consumer under the provisions on concluding distance contracts. The deadline is considered met if the declaration of withdrawal has been sent before its expiry.

INSURANCE PREMIUM

– how PZU calculates insurance premium and how you may pay it

§ 12

- 1. The amount of the insurance premium is determined according to the tariff in force on the day PZU prepares an insurance offer for

the policyholder, taking into account:

- 1) sum insured;
 - 2) insurance period;
 - 3) scope of insurance;
 - 4) the course of insurance in PZU;
 - 5) type of insurance offer.
2. In the group insurance contract, discounts or increases in the insurance premium depending on the individual risk assessment may be applied.
 3. The insurance premium is calculated for the duration of PZU's liability.
 4. The insurance premium may be done in single payment and in the case of a group insurance contract concluded for a year, in single payment or in installments. Premium payment dates and the amount of premium installments are specified in the insurance document.
 5. The insurance premium or its installment may be payable in cash or in a non-cash form.
 6. In a group insurance contract concluded via Internet, the due date for the payment of the insurance premium or its first installment is set at the latest before the date of commencement of the insurance period specified in the insurance document.
 7. If the payment of the insurance premium or the insurance premium installment is made in a non-cash form, the date of payment of the insurance premium shall be the date:
 - 1) of payment authorization - if the policyholder pays by card or via moje.pzu.pl;
 - 2) in which the full, due amount of the premium or its installments is transferred to the PZU bank account - if the policyholder pays, for example, by bank transfer or postal order.
 8. If the insurance cover expires before the expiry of the period for which the group insurance contract was concluded, the policyholder is entitled to reimbursement of the insurance premium for the period of unused insurance cover.
 9. In the event of disclosure of circumstances which significantly change the probability of an insurable accident, each party may demand an appropriate change in the amount of the insurance premium, starting from the moment on which that circumstance occurred, but not earlier than from the beginning of the current insurance period. In the event of such a request, the second party may terminate the group insurance contract within 14 days with immediate effect, by submitting a declaration in this regard.
 10. If the policyholder or the insured person provided PZU with false data affecting the amount of the insurance premium, the policyholder is obliged to pay additional insurance premium resulting from the difference between the insurance premium that would be due to PZU if the data were provided and the insurance premium assumed in the group insurance contract. In the event of an insurable accident, PZU's claim for the payment of the difference in the insurance premium becomes immediately due and payable at the latest on the day the indemnity is paid. The provisions referred to in the preceding sentence do not apply to group insurance contracts concluded using means of distance communication (direct contract, contract in a simplified system).

PROCEDURE IN THE EVENT OF AN INSURED ACCIDENT

– what should you do if the damage occurs

§ 13

1. In the event of an insurance accident, the policyholder or the insured person is obliged to:
 - 1) use available means in order to save the subject of insurance, prevent damage or reduce its size. If the policyholder or the insured failed to apply the above measures due to willful misconduct or gross negligence, PZU shall be free from liability for damages resulting from this. PZU is obliged, within the guarantee sum, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective
 - 2) notify PZU immediately about the occurrence of the

insurance accident, but not later than within 7 days from the date of its occurrence or becoming aware of it. In the event of a breach of this obligation due to willful misconduct or gross negligence, PZU may reduce the compensation accordingly, if the breach increased the damage or made it impossible for PZU to determine the circumstances and consequences of the accident. The effects of failure to notify PZU about the insurable accident will not occur if PZU received information about the circumstances that should have been communicated to it within the above-mentioned period.

2. If the affected party has brought a claim for compensation against the insured person, the policyholder or the insured is obliged to notify PZU about it immediately, but not later than within 7 days. If the claim above is brought before the court, the policyholder or the insured is obliged to immediately, but not later than 7 days from the receipt of the lawsuit, notify PZU about it. The policyholder or the insured person is obliged to deliver the court's decision to PZU within the time limit enabling it to take a position on the lodging of the appeal.
3. In the event of an insurance accident, the policyholder or the insured person 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 INDEMNITY AND INFORMATIVE OBLIGATIONS OF PZU

– when PZU pays indemnity and what are its obligations

§ 14

1. PZU pays indemnity within 30 days from the date of receipt of the notification of the insurance accident.
2. If the explanation of the circumstances necessary to determine PZU's liability or the amount of compensation within the time limit specified in sec. 1 proved impossible, the compensation shall be paid within 14 days from the date on which it was possible to clarify these circumstances with due diligence. However, the indisputable part of the indemnity is paid by PZU within the period specified in sec. 1.
3. Satisfying or recognizing by the insured the claim referred to in § 13 sec. 2, does not have legal effects in relation to PZU, unless PZU has given its prior consent.
4. If the injured party is entitled to both one-off benefits and pensions as compensation, PZU pays them from the valid guarantee sum in the following order:
 - 1) one-off benefit;
 - 2) 2) temporary pensions;
 - 3) 3) annuities.
5. PZU is obliged:
 - 1) after receiving the notification of the occurrence of the insurance accident, within 7 days from the date of receipt of this notification, to inform the policyholder or the insured person about it, if they are not the persons submitting the notification, and to initiate proceedings to establish the actual state of the insurance accident, reported claims and the amount of compensation, as well as to inform the person submitting the claim in writing or in other way to which the person has consented, what documents are needed to determine PZU's liability or the amount of compensation, if necessary for further proceedings. Notification of the occurrence of an insurance accident may also be reported by the insured person or his heirs. In this case, the heir is treated as the beneficiary under the group insurance contract;
 - 2) if, within the time limits specified in sec. 1 and 2 the indemnity is not paid, to inform in writing:
 - a) the person submitting the claim and
 - b) the insured person, if he is not the claimant- about the reasons for the inability to satisfy their claims in whole or in part, as well as for the payment of the undisputed part of the compensation;
 - 3) if the indemnity is not due or is due in a different amount than that specified in the reported claim, to notify in writing:
 - a) the person submitting the claim and

- b) the insured, if he is not the person submitting the claim - indicating the circumstances and legal grounds justifying the total or partial refusal to pay indemnity and to instruct the person about the possibility of pursuing claims in court;
- 4) to provide the policyholder, the insured, the claimant or the entitled person under the group insurance agreement with information and documents collected in order to determine PZU's liability or the amount of compensation. These persons may request written confirmation by PZU of the information provided, as well as the preparation, at their own expense, of photocopies of documents and confirmation of their compliance with the original by PZU;
- 5) to provide the persons referred to in point 4 with information and documents referred to in point 4, upon their request in electronic form;
- 6) at the request of the insured person or entitled under the group insurance contract, to disclose information in his possession related to the insurance accident being the basis for determining PZU's liability and determining the circumstances of the insurance accident, as well as the amount of compensation;
- 7) at the request of the policyholder or the insured person, to provide information on declarations made by them at the stage of concluding the group insurance contract for the purposes of assessing the insurance risk or copies of documents prepared at this stage.
- 6. PZU pays compensation based on the recognition of the claim, settlement or final court ruling.

FINAL PROVISIONS

– what else is important

§ 15

- 1. Complaints, claims and grievances may be filed with each PZU SA unit providing services to customers.
- 2. Complaints, claims and grievances may be submitted:
 - 1) in written form - in person or by mail within the meaning of the Postal Law Act, for example to the following address: PZU SA, 18A Postępu Street, 02-676 Warsaw (address only for correspondence);
 - 2) orally - by phone, for example by calling the hotline 801 102 102, or personally for the record during a visit to the unit referred to in section 1;
 - 3) electronically – by sending an e-mail to: reklamacje@pzu.pl or by filling out the form available at www.pzu.pl.
- 3. PZU SA handles and replies to complaints, claims and grievances without undue delay, and in any event within no more than 30 days from the date of their receipt, subject to the provision of section 4.
- 4. Where there are particularly complicated circumstances due to which a complaint, claim or grievance cannot be handled and the reply cannot be given within the time limit referred to in section 3, PZU SA provides the person who filed the complaint, claim or grievance with information which:
 - 1) explains the cause of the delay;
 - 2) indicates the circumstances which must be determined in order to handle the case;
 - 3) specifies the estimated time limit by which the complaint, claim or grievance will be handled and the reply will be given, which must not exceed 60 days from the date of receipt of the complaint, claim or grievance.
- 5. The PZU SA reply to a complaint, claim or grievance will be communicated to the person who filed that complaint, claim or grievance, in paper form or on another durable information carrier, with the proviso that the reply may only be communicated by electronic mail at the request of the person who filed a given complaint, claim or grievance.
- 6. The natural person who filed a complaint has the right to submit a request to the Financial Ombudsman concerning:
 - 1) non-consideration of claims under the complaint handling procedure;
 - 2) failure to perform activities resulting from the complaint which was handled as requested by the complainant within the time limit specified in the reply to the complaint.

- 7. Complaints, claims and grievances are handled by PZU SA organizational units which are competent for the subject-matter of the case concerned.
- 8. Complaints are governed by the Act on complaint handling by financial market operators and on the Financial Ombudsman as well as by the Act on insurance distribution.
- 9. PZU SA provides for a possibility of the out-of-court settlement of disputes.
- 10. The entity authorized within the meaning of the Act on out-of-court settlement of consumer disputes, competent for the out-of-court settlement of disputes where PZU SA is a party, is the Financial Ombudsman, whose website address is www.rf.gov.pl.
- 11. The policyholder, insured person, beneficiary and any other person entitled to receive a benefit under the insurance contract, who is a consumer, has the right to ask municipal and county consumer ombudsmen for assistance.
- 12. In the case of direct and remote contracts where the offer has been sent electronically and the contract has been concluded electronically, the consumer has the right to the out-of-court settlement of disputes as well as the right to file complaints via the online dispute resolution system (ODR Platform) in accordance with the Regulation (EU) no. 524/2013 of the European Parliament and of the Council of 21 May 2013
- address: <http://ec.europa.eu/consumers/odr/>. Responsibility for the operation of the ODR Platform rests with the European Commission. PZU SA may be contacted by e-mail at the following address: reklamacje@pzu.pl.
- 13. PZU SA is subject to the supervision by the Polish Financial Supervision Authority.

§ 16

- 1. An action for a claim under the group insurance contract may be brought in accordance with the provisions on general jurisdiction or before the court competent for the place of residence or seat of the policyholder, the insured person or the beneficiary under the group insurance contract.
- 2. An action for a claim under the group insurance contract may be brought in accordance with the provisions on general jurisdiction or before the court competent for the place of residence of the heir of the insured person or the heir of the entitled person under the group insurance contract.

Appendix to GTCI – clauses concerning additional risks

CLAUSE 1

EXTENSION OF THE TERRITORIAL SCOPE OF LIABILITY FOR DAMAGES CONSEQUENTIAL OF INSURANCE ACCIDENTS IN THE EUROPEAN UNION AND ICELAND, NORWAY AND SWITZERLAND

Subject to the remaining provisions of the GTCI, unchanged by this clause and for the payment of the additional insurance premium, the parties agree to extend the scope of insurance of the civil liability of the insured person indicated in the insurance document for damages resulting from insurance accidents that occurred in the European Union countries and Iceland, Norway and Switzerland.

CLAUSE 2

EXTENSION OF TERRITORIAL LIABILITY FOR DAMAGES CONSEQUENTIAL OF INSURANCE ACCIDENTS WORLDWIDE, EXCLUDING THE USA AND CANADA

Subject to the remaining provisions of the GTCI, unchanged by this clause and for the payment of the additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damage resulting from insurance accidents that occurred on the premises of all over the world excluding the USA and Canada.

CLAUSE 3

EXTENSION OF THE TERRITORIAL SCOPE OF LIABILITY FOR DAMAGES CONSEQUENTIAL OF INSURANCE ACCIDENTS WHICH OCCURED WORLDWIDE

Subject to the remaining provisions of the GTCI, unchanged by this clause and for the payment of the additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages resulting from insurance accidents that occurred wherever in the world.

CLAUSE 4

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES ARISING IN RENTED PROPERTY

1. Subject to the remaining provisions of the GTCI, unchanged by this clause and for the payment of the additional insurance premium, the parties agree to extend the scope of insurance of civil liability for damage:
 - 1) to property, with the exception of business property, which the insured person indicated in the insurance document, used on the basis of a rental, tenancy, use, lending, leasing or other similar form of using someone else's property;
 - 2) to business property while performing official.
By **business property** we understand laptop, tablet, mobile phone, including a smartphone, that the employer gave to the insured person indicated in the insurance document, for use on the basis of a document imposing material liability on the user of the property.
2. Insurance does not cover damages:
 - 1) occurred in vehicles other than a bicycle, wheelchair or personal transport device, as well as their equipment and property left in these vehicles;
 - 2) resulting from normal wear and tear of property;

- 3) resulting from the use of property inconsistently with its intended use;
 - 4) consist in the loss of property, unless the damage was caused to business property;
 - 5) arisen as a result of construction and assembly or renovation works, excluding necessary repairs, to which - on the basis of applicable law - the insured, who is indicated in the insurance document is obliged;
 - 6) occurred in computer programs, with the exception of operating systems installed in computer hardware.
3. In the event of loss of business property, the insured person indicated in the insurance document is obliged to notify the police unit if necessary, in particular in the event of theft or robbery.

CLAUSE 5

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES CAUSED BY OWNED AGGRESSIVE DOGS

Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages caused by aggressive dogs that he/ she owns.

CLAUSE 7

EXTENSION OF LIABILITY FOR DAMAGES ARISING FROM THE OWNERSHIP OR USE OF HORSES

Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages arising from the ownership or use of horses for recreational purpose.

CLAUSE 9

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES ARISING FROM PARTICIPATION IN HUNTING

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages:
 - 1) caused by insured person during participation in hunting (including the use of hunting firearms and ammunition for these weapons);
 - 2) caused by dogs used for hunting purposes and owned by the insured person, who is indicated in the insurance document, while participating in hunting.
 - 3) PZU provides insurance cover on condition that the insured person indicated in the insurance document has the permissions and permits required by law for:
 - 1) participation in hunting;
 - 2) possession of hunting firearms and ammunition for these weapons;
 - 3) having dogs used for hunting purposes.
 - 4) PZU is not liable for damages caused:
 - 1) due to improper protection of hunting firearms during transport;
 - 2) as a result of the use of hunting firearms modified in a way that changes their type, caliber or purpose;
 - 3) by wild game in crops and agricultural produce;
 - 4) during hunting in crops and agricultural produce.

CLAUSE 10

EXTENSION OF LIABILITY FOR DAMAGES ARISING FROM THE OWNERSHIP OR USE OF FIREARMS, PNEUMATIC WEAPONS, DEVICES FOR PLAYING PAINTBALL AND AMMUNITION TO THESE WEAPONS OR DEVICES

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages, that arose from the possession or use of firearms, pneumatic weapons, equipment for playing paintball and ammunition for these weapons or devices.
Firearms are combat, hunting, sports, gas, alarm and signal weapons.
2. PZU is not liable for damages caused by:
 - 1) the use of a firearm without the permits required by law;
 - 2) improper protection of the weapon during transport;
 - 3) the use of weapons modified in a way that changes their type, caliber or purpose.

CLAUSE 11

EXTENSION OF LIABILITY FOR DAMAGES ARISING FROM THE OWNERSHIP OR USE OF SMALL VESSELS

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages, that arose from the possession or use of small vessels, including those caused to small vessels and their equipment, which the insured person indicated in the insurance document, used on the basis of the lease agreement.
Small vessels are the following floating equipment: rowing boats, water kayaks, pedal boats, pontoons, sailing yachts with a hull length of up to 7.5 m and motor yachts, including water scooters, with an engine power not exceeding 50 kW.
2. PZU is not liable for damages:
 - 1) caused by the possession or use of equipment that did not have the approvals, inspections and tests required by law;
 - 2) resulting from the operation of the equipment inconsistently with its intended use;
 - 3) caused by persons who did not have the permissions required by law to operate small vessels, unless this had no effect on the occurrence of an insurance accident;
 - 4) caused during steering of small vessel by persons who professionally steer small vessels;
 - 5) occurred during participation in the regatta.

CLAUSE 13

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES CAUSED IN CONNECTION WITH THE POSSESSION OR USE OF MECHANICAL VEHICLES NOT SUBJECT TO COMPULSORY MOTOR VEHICLE LIABILITY INSURANCE

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages, that arose for the possession or use of mechanical vehicles not subject to compulsory motor vehicle liability insurance.
2. PZU is not liable for damages caused by persons who did not have the qualifications required by law to drive a motor vehicle, unless this did not have an impact on the occurrence of the insurance accident.

CLAUSE 14

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES CAUSED BY THE RENTER

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages caused by the tenant in connection with non-performance or improper performance of the agreement for rental of the premises or building concluded with the tenant. The above premises or building is the property of which the insured person indicated in the insurance document is the owner or co-owner or to which he has a cooperative ownership right to the premises or the right to a single-family house in a housing cooperative.
2. PZU is not liable for damages:
 - 1) if the rental of the premises or building serves purposes other than satisfying the tenant's housing needs;
 - 2) resulting from the fact that the insured conducts business activity, which is indicated in the insurance document, which consists in renting premises or buildings;
 - 3) if the rental agreement has not been concluded in writing.

CLAUSE 15

EXTENSION OF THE SCOPE OF LIABILITY FOR DAMAGES CAUSED DURING INTERNSHIPS

1. Subject to the remaining provisions of the GTCI, unchanged by this clause, and for the payment of an additional insurance premium, the parties agree to extend the scope of insurance of civil liability of the insured person indicated in the insurance document for damages caused in connection with the practical training of the profession outside the school premises.
2. PZU is not liable for damages caused in connection with the practical training of medical professions and the profession of pharmacist, teacher and educator.

Personal Data Controller's Information



[Controller and contact details of the controller and the Data Protection Officer]

The controller of personal data is PZU SA with its seat in Warsaw, at al. Jana Pawła II 24, 00-133 Warsaw. Contact with the controller is possible via the e-mail address kontakt@pzu.pl or in writing to the address of the controller's seat indicated above. In all matters related to the protection of personal data, you can contact the Data Protection Inspector appointed by the controller. Such contact may be made by e-mail to the e-mail address IODpzu@pzu.pl or in writing to the address of PZU SA, IOD, al. Jana Pawła II 24, 00-133 Warsaw.

[Data processing]

The controller may process your data for the purpose of:

- conclusion and performance of an insurance contract - the legal basis for processing is the necessity to process data to conclude and perform the contract,
- automated insurance risk assessment as part of customer profiling before concluding a contract - the legal basis for processing is the necessity to conclude and perform the insurance contract,
- direct marketing of the controller's own products and services, including profiling to adjust the sent marketing content - the legal basis for processing is the necessity of processing to implement the controller's legitimate interest; the controller's legitimate interest is to provide clients with information about insurance products and other financial products offered by PZU SA;
in the event of consent to the processing of personal data for marketing purposes, in the event of not having insurance at PZU SA, i.e. in the event of failure to conclude an insurance contract or after termination of the insurance contract, this consent will be the legal basis for the processing of personal data; for marketing purposes, the provided contact details and contact details obtained in the future will be used,
- possibly to pursue claims or defend against claims related to the insurance contract concluded with you - the legal basis for processing is the necessity of processing to implement the legitimate interest of the controller; the controller's legitimate interest is the possibility of pursuing claims and defending against claims resulting from the concluded insurance contract,
- reinsurance of risks - the legal basis for processing is the necessity of processing to implement the legitimate interest of the controller; the controller's legitimate interest is to reduce the insurance risk related to the contract concluded with you,
- fulfillment of obligations regarding the storage of accounting evidence regarding insurance contracts by the controller - the legal basis for processing is the necessity to fulfill the legal obligation on the controller resulting from the accounting regulations, taking possible actions in relation to preventing the payment of undue benefits
or indemnities - the legal basis for processing is the necessity of processing to implement the legitimate interest of the controller; the controller's legitimate interest is the ability to prevent the payment of undue benefits or indemnities.

Decisions regarding the amount of the insurance premium will be made automatically, i.e. without human intervention, 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 contract with you. Due to the automated decision-making regarding the amount of the insurance premium, you have the right to challenge this decision, to express your own position and request a re-examination of your case and making the decision by an employee. Providing personal data in connection with the concluded contract is necessary to conclude and perform the insurance contract and to assess the insurance risk - it is not possible to conclude an insurance contract without providing personal data. Providing personal data for marketing purposes is voluntary.

[Data storage period]

Your personal data will be stored until the claims under the insurance contract are time-barred or until the obligation to store data resulting from legal provisions expires, in particular the obligation to store accounting documents regarding the insurance contract. The controller will stop processing data used for direct marketing purposes, including profiling, 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 the time its withdrawal.

[Data transfer]

Your personal data may be made available to entities and bodies authorized to process such data on the basis of legal provisions. Your personal data may be made available to reinsurance companies, and may also be transferred to other companies from the PZU Group, if you have consented to such transfer.

Your personal data may be transferred to entities processing personal data on behalf of the controller: IT service providers, data processors for the purpose of debt collection, 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 the implementation of a motor or travel insurance contract.

[Your rights]

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

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

To the extent that the basis for the processing of your personal data is the premise of the 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.

To the extent that the basis for the processing of your personal data is consent, you have the right to withdraw it. The consent may be revoked at any time at the branch or by sending an e-mail to the address kontakt@pzu.pl or a letter to the address of PZU, ul. Postępu 18a, 02-676 Warsaw. Withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.

In order to exercise the above-mentioned rights, please contact the controller or the Data Protection Officer, using the above-mentioned contact details.

You have the right to lodge a complaint with the supervisory body dealing with the protection of personal data in Poland.