

Third party liability in private life insurance

Document including information about insurance product of
Powszechny Zakład Ubezpieczeń Spółka Akcyjna registered in Poland

Product: Third party liability in private life insurance

Full information given prior to the conclusion of the contract and contractual information is provided in the insurance document and in the general terms and conditions of third party liability in private life insurance, established by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/173/2019 of 5th July 2019.

What kind of insurance is this?

Third party liability in private life insurance belongs to section II, group 13 of the appendix to the "Act on insurance and reinsurance activity".



What is the subject of insurance?

- ✔ We are liable for damages to the third persons (persons not being the policyholder nor the insured) done by the insured or the closed ones of the insured staying in the same household in connection with the private life activities or the owned property used to perform these activities;
- ✔ We are also liable for damages caused to third parties by domestic help, caused during the performance of auxiliary work entrusted by the insured in the household;
- ✔ We are liable for damages caused by the insured's actions or failure to act during the insurance period specified in the policy;
- ✔ We are liable for damages resulting from a tort;
- ✔ We are liable for damages related to the possession or use of real estate by the insured (including water and sewage damage);
- ✔ We are liable for damages occurred as a result of using household appliances, bicycles, personal transport devices, wheelchairs or prams (baby carriages).
- ✔ We are liable for damages occurred as a result of amateur practicing of sports;
- ✔ We are liable for damages occurred as a result of caring for children, people with disabilities and other people;
- ✔ We are liable for damages occurred as a result of using for recreational purposes remotely controlled (unmanned): vehicle models, watercraft models, flying models and drones weighing up to 5 kg;
- ✔ We are liable for damages occurred as a result of short-term (up to 90 days) use of rooms with their equipment during tourist, business, integration or study trips.
- ✔ We cover the necessary costs of legal defence against the injured party's claims, the costs of court proceedings and experts;
- ✔ We also cover the costs incurred by the insured for preventing or reducing the damage.

Guarantee amount

the guarantee amount is indicated by the policyholder.
is the upper limit of insurer's liability in relation to all insurance accidents that occurred during the insurance period.



What is not covered by the insurance?

We do not cover (inter alia:)

- ✗ Third party liability subject to compulsory insurance;
- ✗ Financial penalties, contractual penalties, court and administrative fines imposed on the insured, advance payments, penal damages, that the insured is obliged to pay;
- ✗ Claims for withdrawal from the contract, for reimbursement of costs incurred for or in order to perform the contract, for the performance or proper performance of the obligation and related to the substitute performance;
- ✗ Claims relating to infringement of personality rights other than human life and health.



What are the limits of insurance cover?

We are not liable (inter alia) for damages:

- I resulting from private life activities that are not covered by insurance;
- I reported after the expiry of the limitation period for claims;
- I after exhaustion of guarantee amount;
- I caused intentionally;
- I caused to the household member;
- I caused while intoxicated or under the influence of intoxicants, psychotropic substances, substitutes within the meaning of the regulations on counteracting drug addiction, unless this did not have an impact on the occurrence of the insurance accident.
- I in case of water and sewage damage, damage caused by the installation that forms part of the common property;
- I caused by owned animals other than pets, with exception of damages caused by bees from an apiary up to 5 hives;
- I caused as result of competitive practicing of sports;
- I caused as a result of obstruction to air traffic or a collision with an aircraft;
- I resulting from the transmission of infectious diseases or infections; consisting in the destruction, damage, loss or theft of: cash, securities, gift certificates, works of art, jewellery (excluding glasses and wristwatches), objects made of metals or precious stones, items of a historic, archival or unique nature;
- I caused by the slow action of temperature, gases, smoke, soot, sewage, mould, vibrations and noise;
- I related to the infringement of intellectual property rights, i.e. which arose as a result of the infringement of copyrights, licenses, patents, trademarks or brand names;
- I related to the access or use of computer networks or the Internet;

We are not liable for damages related to events which, in accordance with the general terms and conditions of insurance, require inclusion in the scope of coverage provided with an appropriate clause for the payment of an additional premium by the insured, and such clause was not purchased by the insured, e.g. for damages:

- I to property, which is used by the insured under a lease, rental, use, lending, leasing agreement, or other similar form of using the third party's property;
- I caused by aggressive dogs kept by the insured;
- I arising from the possession or use of horses;
- I arising from participation in hunting activities;
- I arising from the possession or use of firearms, pneumatic weapons, paintball devices and ammunition for such weapons or devices;
- I arising from the possession or use of vessels;
- I caused in connection with the possession, driving or use of motor vehicles that are not subject to compulsory third-party liability insurance of motor vehicle owners;
- I caused to the tenant;
- I caused in connection with the practical training of the profession outside the school premises;

Where does the insurance apply?

We are liable for damages occurred in Poland. The insurance cover may be extended to cover damages occurring outside Poland.



What are the obligations of the insured?

- Is obliged to provide us with all the known circumstances, about which we ask before concluding the contract,
- inform us about the changes in these circumstances as soon as possible,
- if he/ she causes damage to a third party, is obliged to report it immediately, not later than within 7 days from the occurrence of the damage or obtaining information about the damage,
- is obliged to take actions that may prevent the damage or reduce its extent,
- in the event of the injured party bringing the claim to court, he/ she is obliged to notify PZU about it immediately, not later than within 7 days from the date of receipt of the claim.



How and when one should pay the premiums?

The insurance premium is paid by the policyholder. He/ she may do it in a single payment or in instalments. Dates of payment are included in the insurance document.



When does insurance cover begin and end?

Insurance cover lasts:

- from the date indicated in the insurance document if the payment date of the premium or its first instalment falls on the first day of the insurance period or later. If the policyholder does not pay the premium or its instalment on time, we may terminate the contract.
- from the date indicated in the insurance document, if the payment date of the premium or its first instalment falls before the first day of the insurance period - not sooner than the next day of the payment of the premium or its first instalment. If the policyholder does not pay the premium or its instalment by the 30th day from the beginning of the insurance period, we will terminate the contract on that day.

The insurance protection expires, inter alia:

- at the end of the insurance period or on the withdrawal date,
- on the day when the sum insured is exhausted as a result of the payment of compensation or compensations,
- on the day on which the policyholder receives the termination of the insurance agreement with immediate effect;
- after 7 days from the receipt of the request to pay the next premium instalment - provided that we have informed the policyholder in the request that the protection will expire if the policyholder fails to pay within this time.



How to terminate the agreement?

The policyholder may terminate the agreement, inter alia, by withdrawing from it if the agreement has been concluded for more than 6 months: - within 30 days from its conclusion - if he/ she is a consumer, -within 7 days from its conclusion - if he/ she is an entrepreneur.