

## GENERAL CONDITIONS OF PZU Home Insurance

determined by a resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna No. UZ/255/2021 of 14 September 2021.



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

Type of information	Number of drafting unit of the model agreement
Conditions for the payment of compensation and other benefits	<p>Common Provisions:            § 1 section 8, § 2, § 90 sections 2-4, § 91, § 97</p> <p>Insurance of real estate and movable property:            § 3-7, § 8(1)-(3) and (9)(2), § 9-11, § 13-15, § 16, § 94</p> <p>Real estate and movable property insurance - property other than that in Chapter 3:            § 17-19, § 20 (1), § 21-27, § 28 (1) and (2), § 29, § 30, § 32-36, § 37.1, § 38, § 39-44, § 46-48, § 94</p> <p>Insurance of objects against breakage:            § 49 and 50, § 51 (1), § 52-54, § 94</p> <p>Third Party Insurance:            § 55-57, § 58 section 5 item 3, § 59 and 60, § 61 sections 2 and 3</p> <p>Legal Protection Insurance:            § 62-65, § 67-69</p> <p>Home Help Insurance:            § 70-73, § 74 (4) and (5), § 75</p> <p>Insurance Health Assistant:            § 76, § 77 (2), § 78 and § 79</p> <p>NNW insurance:            § 80 i 81, § 83-89</p>

Type of information	Number of drafting unit of the model agreement
Limitations and exclusions of the insurance company's liability entitling to refuse the payment of indemnity and other benefits or a reduction thereof	<p>Common Provisions:  § 1 (8), § 2, § 90 (5), § 91, § 98 (3)</p> <p>Insurance of real estate and movable property:  § 4-9, § 11-15, § 16 (1) (1) and (3), (2) and (3), § 94, § 96</p> <p>Real estate and movable property insurance - property other than that in Chapter 3:  § 17-20, § 21.1, § 22-24, § 25.1, § 26-28, § 29.1, § 30-33, § 34.2, § 35-37, § 38 section 1, § 39-41, § 42-48, § 94, § 96</p> <p>Insurance of objects against breakage:  § 50-53, § 54 points 1 and 3, § 94</p> <p>Third Party Insurance:  § 55-60, § 61(1)</p> <p>Legal Protection Insurance:  § 62, § 63, § 64 (4), § 65-67, § 69</p> <p>Home Help Insurance:  § 70-74</p> <p>Insurance Health Assistant:  § 76-78, § 79 sections 5 and 6</p> <p>NNW insurance:  § 80-86, § 87 (2) and (6), § 88</p>

## CHAPTER 1 INTRODUCTORY PROVISIONS

- so some important information for starters

### § 1

- Under the "General Conditions of Insurance PZU Dom" (hereinafter referred to as "GTC") the Policyholder may enter into an insurance contract with Powszechny Zakład Ubezpieczeń Spółka Akcyjna (hereinafter referred to as "PZU") with respect to
  - property insurance;
  - movable property insurance;
  - insurance of objects against breakage;
  - third party liability insurance in private life (hereinafter referred to as "third party liability insurance");
  - legal expenses insurance;
  - insurance health assistant;
  - personal accident insurance (hereinafter referred to as "NNW insurance");
  - assistance insurance (hereinafter referred to as "Home Assistance Insurance").
- The policyholder may conclude an insurance agreement for his own account (for himself - he is then also the insured) or for someone else's account (for another entity - that entity is then the insured). If an insurance agreement is concluded for someone else's account:
  - the policyholder is obliged to pay the insurance premium;
  - PZU may also raise an accusation against the Insured;
  - the Insured may request that PZU provide him/her with information about the provisions of the concluded insurance agreement and T&C in respect of rights and duties of the Insured.
- In consultation with the Policyholder, the insurance agreement may be endorsed with additional or different provisions than those set forth in these General Insurance Conditions. In the event of introducing any additional or divergent provisions to the insurance agreement, these GTC shall apply in the scope not regulated by these provisions.
- PZU is obliged to present to the Policyholder any differences between the contents of the insurance contract and the General Conditions in writing before the insurance contract is concluded. If PZU fails to meet that obligation, it cannot rely on a difference that is disadvantageous to the Policyholder or the Insured. This provision does not apply to insurance agreements that are 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 beginning of the insurance period, or if that is not possible - on the first day of that period at the latest. The GTCs may be provided 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 by means of distance communication, the GTCU are also made available at PZU branches and on the website of PZU and provided to the Policyholder together with the policy.
- In communications with consumers, PZU uses the Polish language.
- 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.

## CHAPTER 2 GLOSSARY

- terms that appear in the T&Cs

### § 2

- The T&Cs use the terms:
  - 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;

- amateur sport** - practicing sport as a form of recreation or to maintain or regenerate one's health. It does not include professional sport;
- external door malfunction** - sudden damage to the external door of the flat or detached house, or to the lock on such door, independent of the Insured's will, which makes it impossible to open or close it properly. This also includes slamming of the door in such a way that the keys or other devices used to open the door are inside and the Insured is unable to get inside or get out;
- installation failure** - sudden, unexpected damage to the electrical, water, sewage or central heating installation together with its devices and fittings, resulting from external or internal causes, independent of the Insured's will, which causes the cessation of its operation or improper operation, which is connected with the occurrence or possibility of occurrence of a loss in the place of insurance;
- jewelry**:
  - objects of personal use intended for the adornment of the human body or dress, for the manufacture of which precious or semi-precious metals, precious or semi-precious stones have been used,
  - glasses and wristwatches;
- structure** - the following construction objects:
  - fence with gate and permanently installed elements (e.g. letterbox, motor and gate drive),
  - surfacing of yards and driveways,
  - septic tank, domestic sewage treatment plant,
  - a domestic liquid gas or liquid fuel tank,
  - A lightweight structure to store property (for example, a shed, tool house, garden box, shed),
  - for decoration, recreation or maintenance of order: statues, masonry barbecues, fountains, wells, ponds, jacuzzis, saunas, masonry pools, pergolas, arbours, rubbish bins, beehives, kennels, dog pens, and ground-related: playground equipment, flower pots,
  - installations with fixtures and fittings, which are located outside the building on the property or the recreational plot (for example, water, gas, electricity, lighting, irrigation or precipitation reclamation (retention) installations, connections, solar collectors, photovoltaic installation comprising photovoltaic panels);
- non-residential building** - a building used to store property that is not a garage (such as an outbuilding, barn, stable). Also includes permanent elements and exteriors;
- devastation** - intentional destruction or damage to property by third parties, also in connection with burglary or attempted burglary, intervention of law enforcement authorities, fire brigade or ambulance service. Under devastation, PZU is not liable for the loss of property which was robbed in order to misappropriate it;
- single-family house** - detached residential building, semi-detached or terraced houses containing no more than two dwellings which are not separate properties or are not the subject of a cooperative ownership right to a dwelling. It also includes fixed elements and exteriors and utility rooms in that building;
- household member** - a relative of the person named in the policy as the insured who:
  - shares a household with him/her, or
  - does not live in the same household with him but lives with him;
- Works of art** - objects, parts of objects, sets, collections, and encapsulated collections that have collector's, monumental, artistic value, or are a testimony of a bygone era or event:
  - original artworks: paintings, sculptures, graphics,
  - original works of artistic craftsmanship and applied arts,
  - folk arts and crafts,
  - manuscripts, books and other bibliophilic materials,

- e) numismatic or historical memorabilia (objects from the period that commemorate historical events or the activities of prominent persons or institutions),
- f) equipment, means of transport and machines and tools bearing witness to the material culture characteristic of the former forms of economy;
- 12) **external elements** - elements located outside: on walls, roofs, windows, doors of a flat, detached house, multi-family house, summer house, garage, non-residential building, buildings under construction, and permanently fixed to them, in particular:
- gutters and downpipes,
  - balcony or terrace buildings,
  - balustrades,
  - sills,
  - awnings,
  - installations including fixtures and fittings which are not structures or fixed components (for example lightning protection system, external lighting, solar collectors, photovoltaic installation including photovoltaic panels);
- 13) **garage** - a building or sheet metal structure designed for parking motor vehicles. It also includes fixed exterior elements and features;
- 14) **graffiti** - inscriptions, drawings or symbols placed on the object of insurance as well as contamination of the object of insurance with paint or other substance against the Insured's will;
- 15) **Theft** - the taking of another person's property for the purpose of appropriation;
- 16) **Burglary** - theft committed or attempted by the offender:
- after removing - by use of force or tools - the protection, leaving on this protection traces which are evidence of the use of force or tools or
  - after opening the locks with the original key or any other opening device (e.g. remote control) which he/she obtained as a result of theft with burglary to another room or vehicle or as a result of robbery, or
  - after defeating a mechanical-electronic lock or an electronic locking system of a gate, if evidence of unlawful presence or action of the perpetrator remains (for example, recorded camera footage, other evidence secured by the police);
- 17) **Intracranial hemorrhage** - extravasation of blood into the cranial cavity;
- 18) **place of insurance** - address specified in the policy where the object of insurance is located;
- 19) **business property** - portable electronic equipment, mobile phones which were given to the Insured by the employer for use on the basis of a document imposing material liability on the person using such property;
- 20) **borrowed property** - objects which were lent or given to the Insured for use by:
- telephone, internet or television network operator,
  - a sports or social organisation,
  - a rental,
- as long as it is documented;
- 21) **a dwelling** is the separate living quarters in a building. It also includes fixed outdoor elements and features and utility rooms, parking spaces that are located in a building in the same locality as these living quarters;
- 22) **sudden disease** - a sudden condition which threatens the life or health of the Insured and requires immediate medical assistance;
- 23) an unfortunate accident:
- in health assistance insurance and Home Assistance insurance - a sudden event caused by an external factor, as a result of which the insured, regardless of his or her will, suffered bodily injury or health disorder,
  - in NNW insurance - a sudden event caused by an external factor, as a result of which the insured, regardless of his or her will, suffered bodily injury, health disorder or died;
- 24) **specialist facility** - greenhouse, foil tunnel;
- 25) a **close relative** - a spouse, a cohabiting partner, an ascendant, a descendant, a brother, a sister, a stepfather, a stepmother, a stepson, a stepdaughter-in-law, a father-in-law, a mother-in-law, a son-in-law, a daughter-in-law, an adoptee, an adoptee, remaining under guardianship or adopted as a foster family, within the meaning of family law and caring;
- 26) **third party** - any entity which is not the policyholder or the insured;
- 27) **combustible construction** - a building structure in which:
- Load-bearing walls are made of wooden elements or
  - the roof covering is made of wood, cane, straw or plastic;
- 28) **securities** - cheques, bills of exchange, bonds, shares, consents, documentary letters of credit, other documents that substitute cash in accordance with legal regulations;
- 29) **policy** - a document that confirms the conclusion of an insurance agreement;
- 30) **utility room** - a separate room in the building:
- basement,
  - laundry room,
  - drying room,
  - attic,
  - storage room,
  - Trolley room,
  - a room intended for parking motor vehicles;
- 31) **usable area of the apartment** - the area of all rooms in the apartment. The usable area of an apartment does not include the area of balconies, terraces, mezzanines and utility rooms. The usable area of an apartment is determined depending on the height of the room: for heights exceeding 2.20 m - 100% of the area is taken, in case of the height from 1.40 m to 2.20 m - 50% of the area is taken, in case of the height below 1.40 m - this area is not included;
- 32) **portable medical equipment** - a tool, instrument, apparatus for:
- the diagnosis, prevention, monitoring, treatment or alleviation of disease,
  - compensating for injuries or impairments,
  - to study, replace or modify anatomical structures,
  - to conduct a physiological process;
- 33) **Overvoltage** - sudden change of voltage in the electrical system;
- 34) **robbery outside the place of insurance** - taking home movables outside the place of insurance for the purpose of appropriation (for example in the street) carried out in Poland or abroad:
- with the use of physical violence or threat of its immediate use by the perpetrator against the insured or
  - with rendering the insured unconscious or defenseless by the perpetrator;
- 35) **robbery in the place of insurance** - taking the movables with the aim of appropriation in the place of insurance (for example in a family house, flat):
- with the use of physical violence or threat of its immediate use by the perpetrator against the Insured,
  - with rendering the insured unconscious or defenceless by the perpetrator or
  - committed by an offender who, using physical violence or the threat of immediate use of force, forced a person who has keys to a place of insurance to open the place, or opened it himself with keys he had taken by violence;
- 36) **household effects** - movable property, in particular:
- furniture, excluding built-in or permanently installed furniture,
  - household appliances,
  - interior decoration elements,
  - Items of silver, gold, platinum or palladium, coins, jewellery,
  - cash,

- f) clothing and other personal effects,
  - g) household supplies,
  - h) audio-visual equipment (including television and radio aerials installed outside the dwelling or building and permanently connected to it), computer equipment, photographic equipment, musical instruments, telephones,
  - i) business equipment, business property, borrowed property,
  - j) hiking, gardening or sporting equipment,
  - k) drones,
  - l) baby carriages, wheelchairs, bicycles,
  - m) spare parts for cars, motorcycles or motor-driven cycles and their accessories,
  - n) potted plants,
  - o) pets;
- 37) **outdoor movables** - located in the place of insurance specified in § 3 section 2 letter a:
- a) furniture, garden umbrellas, screens, hammocks, mosquito nets, canopies, bicycles, scooters, pushchairs, potted plants, garden tools, except for garden tools: diesel and electric,
  - b) non-surface related: playground equipment, barbecues, swimming pools, flower pots,
  - c) dogs and cats that are pets;
- 38) **high risk sports:**
- a) motor sports, quad biking,
  - b) Motor sports (including water skiing),
  - c) gliding, ballooning, skydiving, BASE jumping, hang gliding, paragliding, powered gliding, piloting motorised aircraft,
  - d) mountaineering, rock and rock-climbing, caving with or requiring the use of safety or belaying equipment,
  - e) rafting, canyoning,
  - f) diving with special equipment, breath-hold diving, wreck diving and caves,
  - g) Sea sailing, sea fishing,
  - h) surfing, windsurfing, kitesurfing, wakeboarding,
  - i) Downhill skiing or snowboarding, off the marked ski slopes,
  - j) extreme skiing: ski alpinism, extreme downhill, freestyle,
  - k) Snowmobiling, snow cushioning, tracked sledding, snow scooters,
  - l) icesurfing, boating,
  - m) Extreme snowboarding: freeride, high-mountain snowboarding, speed snowboarding, jumps and snow-board evolutions, snowkite, snowcross, boardercross, snowcooting,
  - n) Rope jumping (including bungee jumping, dream jumping),
  - o) martial arts and sports, defensive sports,
  - p) Equestrian,
  - q) marathon running,
  - r) triathlon,
  - s) mountain biking, downhill,
  - t) parkour,
  - u) participation in animal hunts using firearms or airguns,
  - v) participation in survival expeditions or expeditions to places characterized by extreme climatic or natural conditions: desert, mountains above 2500 m a.s.l. (including trekking expeditions), bush, poles and polar zones, jungle. It also includes participation in expeditions in glacier or snow areas if these expeditions require the use of safety or belaying equipment;
- 39) **business equipment** - household movables which the insured purchased as part of his/her business activity and which he/she uses to perform his/her paid work and in his/her private life;
- 40) **fixed elements:**
- a) elements installed or built-in permanently inside a dwelling, detached house, summer house, multi-family house, garage, non-residential building, buildings under construction, in particular:
    - made-to-measure furniture with fitted household appliances,
    - coverings: walls, floors, stairs, ceilings, columns,
    - fireplaces,
    - interior staircases, mezzanines, suspended ceilings,
    - plasters, paint coatings,
    - internal partition walls,
    - window or door joinery and glazing and closures,
    - fixtures and fittings (e.g. wash basins, sinks, bathtubs, shower cabins, shower trays, stoves, heaters, water heaters, sockets, switches),
    - mirrors built into the walls,
  - b) elements referred to in point (a) which have not yet been permanently installed or incorporated,
  - c) permanently connected to the dwelling, detached house, summer house, multi-family house, garage, non-residential building, buildings under construction: air-conditioning equipment, ventilation equipment, heat pumps, grilles, shutters, roller-blinds, detectors, signalling devices, monitoring system with equipment and accessories (e.g. a camera with a recorder), other anti-theft and fire protection elements,
  - d) intercom, video intercom - including installation;
- 41) **technical wear and tear** - the rate of wear and tear of a property, which results from the period of its use, the durability of materials used, the quality of construction, installation or electrical work performed, the way it is used, the repair management carried out, the repairs carried out;
- 42) **It's a shame:**
- a) in property insurance, movable property insurance and insurance of objects against breakage
    - loss, destruction or damage of the object insured. It does not include the lost profits of the insured which he could have earned if the loss, destruction or damage had not occurred. or damage to the insured object (for example, lost profit or income),
  - b) in Third Party Liability Insurance, in Liability Insurance as defined in § 56 and in Liability Insurance as defined in § 57:
    - loss of, damage to or destruction of the injured party's property, including the injured party's loss of profits that the injured party could have earned but for the loss, damage or destruction of the property,
    - death, bodily injury or disorder of health of the injured party, including also the lost profits of the injured party, which the injured party could have achieved if it had not suffered bodily injury or disorder of health;
- 43) **policyholder** - an entity that concludes an insurance contract and is obliged to pay an insurance premium;
- 44) **Insured** - the entity named in the policy as the Insured for whose account the insurance agreement was concluded and the sub-parties for whose account the insurance agreement was concluded, in accordance with the provisions of the General Insurance Conditions applicable to the given insurance. In third party liability insurance, liability insurance specified in § 57, legal expenses insurance, health care assistant insurance, accident insurance and assistance insurance  
at Home - the Insured may be only a natural person;
- 45) **annihilation** - total destruction of a dwelling, a parking place, a utility room, a detached house, a summer house, a multi-family house, a garage, a non-residential building, a structure, a specialised object or a gravestone  
in such an extent that it is impossible to repair or rebuild them and the reconstruction requires the removal of remains and erection of new objects of insurance mentioned above;

- 46) **new value** - the value which corresponds to the costs of restoring the property to a new but not improved condition, and:
- for a dwelling, single-family house, townhouse, multi-family house, garage, non-residential building  
In the event of an insured accident - the value of a building in the construction stage, a structure, a specialised object, a gravestone - the value which corresponds to the repair or reconstruction costs, determined taking into account the existing construction, dimensions and finishing standards, and using the same or the closest similar materials, taking into account average prices in the area where the insurance accident occurred,
  - for fixed elements, items from breakage - the value that corresponds to repair or reconstruction costs, determined taking into account the current construction, dimensions  
The Insured shall not bear the cost of any new item of the same or closest type, brand, or manufacture, taking into account the average prices in the area where the insurance accident occurred,
  - for household movables - the value which corresponds to the cost of repair or purchase (manufacture) of a new item of the same or the closest type, brand, type and of the same or the closest parameters, taking into account the average prices in the area where the insurance accident occurred.
- The value that corresponds to the cost of repair or reconstruction, referred to in points (a) and (b) shall be determined in accordance with the principles for calculating and fixing the prices of construction and electrical works and installations used in the construction industry.  
When determining the value referred to in items a and b, PZU also takes into account the costs of transport, assembly and disassembly;
- 47) **market value** - the value which corresponds to the product of the usable floor area of the apartment and the average market price of 1 m<sup>2</sup> in the town or district of the town where the place is located  
the insurance in relation to a flat with similar parameters, standard of finish and comparable technical condition, including a utility room belonging to the flat. For a parking space which constitutes a separate property or is subject to a cooperative ownership right to a parking space - the value which corresponds to the average market price of a parking space with similar parameters and comparable condition in the town or city district in which the place of insurance is situated;
- 48) **Actual value** - new value less the value which is the product of the degree of technical wear and tear and the new value;
- 49) **age of the building** - the difference between the year of the first day of the insurance period and the year of construction of the building. The PZU considers the construction year to be the year in which the building was first put into use based on a legally valid occupancy permit decision or a legally valid notice of the completion of construction. If the year of issuance of that decision or notice is unknown, PZU deems the construction year to be the year of the first occupancy of a single-family house, multi-family house, or commencement of use of a summerhouse, garage or non-residential building;
- 50) **competitive sport** - practising sports 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;
- 51) **anti-theft protection:**
- alarm - an electronic visual and acoustic system with local operation or with notification of the permanent addressee of the alarm, i.e. the insured or the person responsible for receiving the alarm signal and taking intervention actions,
  - direct property surveillance - round-the-clock surveillance of the property on which the single-family house is located, carried out by a property protection agency or an employee hired by the Insured,
  - burglar proof door - a door that at the time of purchase was certified as burglar proof,
  - grilles - fitted on windows, balcony doors, terrace doors or other glazed parts of a flat, detached house or holiday home,
  - monitoring - an anti-burglary system that triggers an alarm at a police unit or a property protection agency and ensures the arrival of the police or the property protection agency at the place of incident in no more than 15 minutes from the moment of receiving the notification,
  - certified windows - windows, glazed balcony or terrace doors, which at the time of purchase were certified as burglar proof,
  - anti-burglary roller blinds - roller blinds and shades installed on windows, balcony doors, terrace doors or other glazed parts, which at the time of purchase were certified as burglary-resistant,
  - permanent surveillance of the recreational plot complex - guarded 24 hours a day by a property protection agency, separated and fenced area of land that includes the recreational plot,
  - certified lock - a lock or an insert in an exterior door of an apartment, detached house or holiday home, which, at the time of purchase, was certified as burglary-resistant,
  - Mechanical-electronic lock - a lock operated by means of an electronic system,
  - multi-point lock - a lock that causes locking of a door leaf in a frame in several distant from each other ...in places,
  - multi-pawl lock - a lock which has at least two movable pawls used to block the lock bolt (the number of pawls in the lock can be determined on the basis of profile notches in the key);
- 52) **Myocardial infarction** - necrosis of part of the heart muscle caused by a sudden decrease in blood supply to that part of the heart muscle;
- 53) **random events:**
- Smoke and soot** - a suspension of particles that results from:
    - fire, and is emitted from equipment at the place of insurance, operated in accordance with with the intended use and technical regulations and with efficient operation of ventilation equipment,
    - fire, regardless of where it originated,
  - explosion** - an explosion which consists in releasing gases, dust or vapour and is caused by their property of spreading. In relation to pressure vessels and other such containers, the condition for damage to be deemed caused by explosion is that the walls of such vessels and containers must have ruptured, causing the escape of gases, dust, vapour or liquids. Damage caused by implosion, which consists in damaging a vessel or a vacuum apparatus with external pressure, is also considered to be caused by explosion,
  - Hail** - atmospheric precipitation that consists of ice nuggets,
  - Supersonic bang** - A shock wave produced by an aircraft that is traveling at a speed greater than the speed of sound,
  - hurricane** - wind with speed not less than 13,8 m/s as determined by the Institute of Meteorology and Water Management (hereinafter referred to as "IMGW"), which causes mass damage  
damage. If it is not possible to obtain an opinion from IMGW, PZU determines the occurrence of a hurricane on the basis of the actual state and size of the damage in the place of its origin or in its immediate neighborhood,
  - Avalanche** - the rapid sliding or rolling of masses of snow, ice, mud, rocks or stones from mountain slopes,

- g) **fire** - a fire that has penetrated beyond the hearth or originated without a hearth and has spread by its own force,
- h) **precipitation** - rain, melting: snow, ice, hail,
- i) **landslide** - the movement of soil down an embankment or slope not caused by human activity,
- j) **lightning** - direct atmospheric discharge on the object insured,
- k) **flood** - inundation of land due to:
  - rise of water level in flowing or standing water beds,
  - water flowing down slopes or hillsides in mountainous or undulating areas,
  - rise in the level of sea coastal waters (backwater),
  - of rain with a capacity factor of at least 4 established by IMGW. If it is not possible to obtain IMGW's opinion, PZU determines the occurrence of rain with the coefficient of performance of at least 4 on the basis of the actual state and size of damage at the place of its occurrence or in its vicinity,
- l) **Snow and ice** - natural precipitation in the form of snow or ice that:
  - its weight directly acts on the object insurance, or
  - under its weight may cause trees or other objects to fall on the insured object,
- m) **vehicle hit** - hit of the vehicle, its parts or cargo carried in it against the object of insurance,
- n) **aircraft fall** - a catastrophe or forced landing of an engine or non-motorized aircraft or other flying object, as well as the fall of their parts or the transported load,
- o) **fall of trees or masts** - fall of trees, masts, power poles, chimneys, lanterns or falling of their parts on the object of insurance,
- p) **Earthquake** - natural, violent shaking of the earth's crust,
- q) **flooding** - the action of steam, water or other liquids, due to:
  - failure of water installation (including the water pump), sewage system, air conditioning system, central heating system,
  - backflow of water or sewage from the sewerage system,
  - cessation of proper operation of home appliances, power failure, damage to the aquarium or waterbed,
  - inadvertently leaving open taps or other valves installed on the system.
 It also covers flooding caused by third parties by water or other liquid that comes from outside the place of insurance,
- r) **sinkhole** - the lowering of land due to the collapse of natural, underground, voids in the ground;
- 54) 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.

- which are located in Poland and to which the entity indicated in the policy as the insured person has a legal title (ownership, co-ownership, co-operative ownership right to premises, right to a single-family house in a housing cooperative).

The insured item is indicated in the policy.

You can also insure your condo or single-family home, in part of which the insured person or household member is engaged in business.

## 2. In **movable property insurance**, you can insure:

- 1) household effects or
  - 2) fixed elements
- to which the entity named in the policy as the insured or household member holds legal title and which are situated in a flat or detached house (excluding parking space, terrace and balcony) in Poland.

Along with the insurance of the above household movables, household movables to which the entity named in the policy as the insured or household member holds legal title, such as:

- a) home movers out there:
  - on a fenced property where a single-family house stands,
  - on the terrace or balcony of a detached house or apartment,
  - in the separated and fenced garden belonging to the apartment;
- b) home movables in a garage or a non-residential building in the same locality as the dwelling or the single-family house,
- c) household effects in a structure on the property on which the single-family house stands, if that structure is secured in accordance with § 10 section 1 points 1, 2, 4 and 5 and section 2,
- d) home movables in the temporary place of residence of the Insured's child who is studying and under 25 years of age on the first day of the insurance period. The temporary residence of the Insured's child is a flat or a room in Poland to which the insured holds a legal title and in which the child temporarily resides through study time.

The above dwelling or single-family home, except as provided in paragraph (d), shall be indicated on the policy.

## 3. For an additional premium, you can be insured:

- 1) **in property insurance**:
  - a) a flat, a single-family house in which a person other than the insured or a household member conducts business,
  - b) a non-residential building in which economic activity is carried out,
  - c) garden plants planted in the ground;
- 2) **in insurance of movable property** - works of art. Moreover, the scope of insurance may be extended or reduced in accordance with § 5 section 7 and 8 as well as § 6 section 6 and 7.

## INSURANCE COVERAGE

- or what PZU is responsible for

### § 4

1. PZU is liable for an insurance **accident**, which is a sudden, future and uncertain event occurring during the insurance period, as a result of which damage covered by insurance was caused, and which is not dependent on the Insured's will. PZU shall be liable for insurance accidents that occurred in places indicated under § 3 items 1 and 2, as well as outside these places in case of robbery outside the place of insurance, extortion of cash or jewellery, personal accident of a dog or cat.
2. The subject of the insurance may be insured within one of the following insurance ranges:
  - 1) in property insurance - in All Risks or Universal variant;
  - 2) in movables insurance - in the All Risks variant or the Universal variant or in the Standard variant.
 The selection of the variant is made by the Policyholder.

## CHAPTER 3

### INSURANCE OF REAL ESTATE AND MOVABLE PROPERTY

#### SUBJECT MATTER OF THE INSURANCE

- or what can be insured

### § 3

#### 1. In **property insurance**, you can insure:

- 1) flat;
- 2) a single-family home;
- 3) garage;
- 4) non-residential building;
- 5) building or
- 6) specialist facility



**INSURANCE AGAINST ALL RISKS**

**§ 5**

1. In the all-risks insurance variant of the movables insurance the insured items are either movables or fixed elements. The selection of the subject of insurance is made by the Policyholder.

2. Depending on the selected subject of insurance, PZU shall be liable for losses occurring as a result of insurance accidents listed in the "Scope of insurance" column (table below), with the exclusions of liability set forth in § 8 (table below), whereby exclusions of liability specified in § 8 apply:

All Risks Option		Real estate insurance	
Pos.	Subject of insurance	Insurance coverage	
1.	flat	For example, the following insurance accidents:	
2.	single-family	– contingencies	
3.	garage	– overvoltage	
4.	non-residential	– devastation	
5.	building	– and insurance accidents other than those referred to above	
Insurance of movable property			
Pos.	Subject of insurance	Insurance coverage	
1.	movables	home movers in: – flat – single-family house – buildings – garage – a non-residential building – the temporary place of residence of the insured child, taking into account § 3 (2) b-d	For example, the following insurance accidents: – contingencies – overvoltage – devastation – burglary – robbery at the place of insurance – robbery outside the place of insurance – and insurance accidents other than those referred to above
		outdoor home movable property, subject to § 3 section 2 letter a	– fortuitous events, excluding snow and ice, inundation, precipitation – overvoltage – devastation – theft
		extortion of cash or jewellery, subject to § 5 section 5	
		personal accident of a dog or cat, with consideration of § 5 section 6	
2.	fixed elements	fixed elements in: – flat – a single-family home, taking into account § 3 section 2	For example, the following insurance accidents: – contingencies – overvoltage – devastation – burglary – other insurance accidents – and insurance accidents other than those referred to above  Fixed items can be insured if the policyholder has not insured the dwelling or single-family home.

3. PZU is also liable for damages caused by a rescue operation conducted in connection with an insurance accident described in section 2 (table above) for which PZU is liable.

4. PZU is also liable for damage caused by the Insured's gross negligence if the damage resulted from:

- 1) failure to carry out periodical technical inspections of: chimney flues, gas installation, electrical installation, as required by building law - the place where the insured movable property is located or the insured person:
  - a) single-family house - if the age of the building on the first day of the insurance period does not exceed 50 years,
  - b) non-residential building - if the age of the building on the first day of the insurance period does not exceed 50 years,
  - c) garage which is a building - if the age of this building on the first day of the insurance period does not exceed 50 years,
  - d) garage which is not a building - if the age of this garage on the first day of the insurance period does not exceed 50 years. The age of this garage is the difference between the year on which the first day of the insurance period falls and the year in which you started using the garage,
  - e) flats.

PZU pays indemnity for the above-mentioned losses in the property insurance within the limits of the sum insured for

In the case of insurance of movable property within the limits of the sum insured for movable property situated in the house, building, garage, flat, as specified above in letters a-e, not more than 50% of this sum insured (liability limit) and not more than up to the limits of liability indicated in § 12, section 1;

2) leave:

- a) electrically connected to the electrical system: irons, hair straighteners, curling irons, hair dryers, electric heaters, thermo-fan, electric cooker, toaster, deep fryer, electric grill,
- b) on an open flame, on a burner, on an electric cooker, on an electric or induction cooktop: a vessel for heating water or meals,
- c) an unlit fireplace.

5. PZU is liable for a cash or jewelry swindle if it was committed in Poland against an Insured who was under 13 years old, over 65 years old or totally or partially incapacitated. **Phishing for cash or jewelry** is a deceitful and illegal appropriation of cash or jewelry by a third party (including cash withdrawn from a bank account). PZU shall not be liable for cash swindling

or jewellery made in connection with a civil law contract (including in connection with a commercial transaction, purchase or exchange of goods or services).

6. PZU is liable for a **dog or cat accident** that occurred in Poland, that is:
- 1) an accident caused by the movement of a vehicle involving a dog or cat;
  - 2) a fall from the height of a dog or cat;
  - 3) A dog or cat being bitten by another animal;
  - 4) poisoning of a dog or cat by a third party.
- PZU pays compensation for the death of a dog or cat, reimburses medical treatment costs incurred in Poland, and reimburses costs of putting the dog or cat to sleep incurred in Poland, if the veterinarian determines that there is a reasonable likelihood of death or that the suffering of the dog or cat needs to be shortened.
7. For the payment of an additional insurance premium, the insurance coverage may be extended to include losses occurring as a result of
- 1) theft with burglary of fixed elements - in a flat or a detached house insurance;
  - 2) theft with burglary of external elements - in the insurance of a flat, a single-family house or a non-residential building;
  - 3) theft by burglary of a structure or its elements (including gate actuators and drives);
  - 4) acts of terrorism.

8. At the request of the Policyholder, the insurance coverage may exclude the losses which occurred as a result of
- 1) inundation - in the case of insurance of a flat, detached house, garage or non-residential building;
  - 2) surge - in insurance of household movables or fixed elements.

#### INSURANCE IN THE UNIVERSAL VARIANT AND STANDARD VARIANT

##### § 6

1. In the Universal variant of the insurance of movable property, movables or fixed elements are insured under the option against random events or under the option against theft with burglary. The choice of subject and insurance option is made by the Policyholder.
2. In the Standard variant of the movables insurance, household movables and fixed elements are insured.
3. Depending on the selected subject, variant and insurance option, PZU shall be liable for losses occurring as a result of insurance accidents listed in the "Scope of insurance" column (table below), with the exclusions of liability set forth in § 8 (table below), whereby exclusions of liability specified in § 8 apply:

#### Universal variant

##### Property insurance

Pos.	Subject of insurance		Insurance coverage
1.	flat		<ul style="list-style-type: none"> <li>- contingencies</li> <li>- overvoltage</li> <li>- devastation</li> </ul>
2.	single-family		
3.	garage		
4.	non-residential		
5.	building		
6.	specialist facility:	greenhouse	contingencies
		plastic tunnel	random events, excluding hurricane, snow and ice

#### Universal variant

##### Insurance of movable property

Pos.	Subject of insurance		Insurance coverage
1.	movables	home movers in: <ul style="list-style-type: none"> <li>- flat</li> <li>- single-family house</li> <li>- buildings</li> <li>- garage</li> <li>- a non-residential building</li> <li>- temporary</li> </ul> the place of residence of the insured child, taking into account § 3 (2) b-d	<b>Option From Events:</b> <ul style="list-style-type: none"> <li>- contingencies</li> <li>- overvoltage</li> </ul> <b>Option From Burglary:</b> <ul style="list-style-type: none"> <li>- devastation</li> <li>- burglary</li> <li>- robbery at the place of insurance</li> <li>- robbery outside the place of insurance</li> </ul>
			<b>Option From Events:</b> <ul style="list-style-type: none"> <li>- fortuitous events, excluding snow and ice, flooding, precipitation</li> <li>- overvoltage</li> </ul>



movable property, which is situated in the house, building, garage, apartment, listed above in letters a-e: house, building, garage, apartment, not more than 50% of this sum insured (liability limit) and not more than up to the liability limits indicated in § 12, section 1;

2) leave:

- a) electrically connected to the electrical system: irons, hair straighteners, curling irons, hair dryers, electric heaters, Thermoelectric oven, electric cooker, toaster, deep fryer, electric grill,;
  - b) on an open flame, a burner, an electric cooker, an electric or induction cooktop: a vessel used to heat water or meals,;
  - c) an unlit fireplace.
6. For the payment of an additional insurance premium, the insurance coverage may be extended to include losses occurring as a result of
- 1) theft with burglary of external elements - in case of flat, detached house or non-residential building insurance;
  - 2) theft by burglary of a structure or its elements (including gate actuators and drives);
  - 3) acts of terrorism.
7. At the request of the Policyholder, the insurance coverage may exclude the losses which occurred as a result of
- 1) inundation - in the case of insurance of a flat, detached house, garage or non-residential building,
  - 2) surge - in insurance of household movables or fixed elements.

## REIMBURSEMENT OF EXPENSES

– i.e. what additional costs are covered by PZU

### § 7

1. If an insurance accident occurs that is covered by the insurance, PZU covers the costs incurred by the Insured up to the limits of liability set forth in § 12 section 3:

- 1) **search for the cause of the damage** - i.e. the cost of materials, equipment and labour incurred to do so:
  - a) finding the location of the installation failure that caused the damage,
  - b) to rectify installation failures,
  - c) repair of elements of the insured object damaged or destroyed in the search for the cause of the damage.

PZU covers those costs, if the damage occurred in the place of insurance. However, if the damage occurred outside the place of insurance,

and it was probable that the installation failure occurred in the place of insurance, PZU covers the costs of finding the place of installation failure in the place of insurance, removal of the failure and repair of the insurance subject elements, which have been damaged or destroyed by the search cause of injury.

PZU covers these costs in property insurance and in insurance of fixed elements that covers the risk of random events;

2) **loss of water** - i.e. the cost of water which escaped from the water or central heating system situated in the place of insurance as a result of installation failure - if the loss was caused by flooding.

PZU covers these costs in property and fixed elements insurance, which includes the risk of flooding;

3) **cleaning the place of insurance after the loss** - i.e. the costs of removing contamination, costs of removal of unusable elements (waste) together with the costs of storage or utilization, costs of demolition and disassembly of unusable elements, costs of cleaning up the tree which damaged the object of insurance;

PZU covers those costs in property insurance or in insurance of movable property;

4) **repairing anti-theft devices** - i.e. costs repairs damaged or destroyed due to theft burglary or devastation of the following fixed elements: window and door woodwork, including glazing and locks, bars, roller-blinds, detectors, sirens and other anti-theft security elements. PZU covers those costs in property insurance and in movables insurance, which includes the risk of theft burglary or vandalism.

2. Moreover, regardless of whether an insurance accident covered by the insurance occurred, PZU covers, up to the limits of liability set out in § 12 section 3, the cost of **purchase of food products**, i.e. the cost that the Insured had to incur to buy food products in exchange for those that were thawed. **Thawing** is the loss of shelf-life as a result of an increase in the storage temperature in a refrigerating unit due to the cessation of proper operation of such unit or a power outage occurring during the period of insurance. This appliance must be located in the flat or house where the insured household goods are located.

PZU covers those costs in the household movables insurance, which includes the risk of random events.

3. PZU covers the costs set forth in section 1 items 1 and 4 up to the amount actually incurred, but not more than up to the amount that corresponds to the costs of repair or reconstruction taking into account the existing construction, dimensions and finishing standards, and using the same or the closest approximation of the costs of repair or reconstruction.

The cost of purchase (manufacture) of a new item of the same or similar type, brand, or the same or similar make, taking into account average prices in the area where the insurance accident occurred.

## EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

### § 8

1. The following are not covered by the insurance coverage:

- 1) a photovoltaic installation comprising photovoltaic panels with a total capacity exceeding 20 kW;
- 2) tents;
- 3) payment cards;
- 4) securities;
- 5) public transport tickets, service cards;
- 6) documents. This exclusion does not apply to the following identity documents: identity card, passport, driver's license, school ID card, student ID card;
- 7) works of art. This exclusion shall not apply if the Insurer extended the insurance coverage to include works of art;
- 8) hunting trophies;
- 9) precious, semi-precious or synthetic stones, precious organic substances which are not articles of manufacture, and precious metals in the form of scrap or bars;
- 10) items collected in quantities which indicate their commercial purpose;
- 11) data and documents stored on computers, tablets, phones or removable media;
- 12) keys to buildings other than those indicated in the policy and keys and other devices for opening vehicle locks;
- 13) software. This exclusion does not apply to the operating system, which is an integral part of your computer;
- 14) animals other than pets;
- 15) land vehicles that are subject to compulsory registration, watercraft other than muscle-powered, aircraft other than: hang gliders, motor gliders, paragliders, balloons, parachutes, kites, flying models, drones;
- 16) portable medical equipment.

2. The following shall not be covered: cash, items made of silver, gold, platinum or palladium, coins, jewellery if:

- 1) the Insured has given the flat or the detached house in which they are located for use to a third party,
- 2) the insured's continuous absence from the apartment or single-family home in which they are located for more than 3 months,
- 3) their disappearance occurred during a rescue operation carried out in connection with an insurance accident or
- 4) they are located in a utility room, garage, non-residential building, structure.

3. The following shall be excluded from cover: audio-visual equipment, computer equipment, photographic equipment, musical instruments, telephones located in a utility room, garage, non-residential building or structure.

4. PZU is not responsible for damages:

- 1) which the Insured caused intentionally or due to gross negligence. This exclusion does not apply if, despite gross negligence, payment of indemnity in the given circumstances corresponds to considerations of equity, or if PZU is liable for losses caused by gross negligence pursuant to § 5 section 4 and § 6 section 5;
- 2) which was intentionally caused by a person with whom the Insured remains in the common household.

5. Subject to § 9, PZU shall also not be liable for losses that result from

- 1) failure to carry out technical inspections of the objects of insurance and their periodical controls, as specified by law, if the obligation to carry out such inspections rested with the Insured. This exclusion shall not apply if such nonfeasance had no influence on the occurrence of the insured accident;
- 2) rupture of pipes or fittings as a result of water or other liquid freezing due to failure to maintain the proper temperature in the premises, if the obligation to maintain the proper temperature in the premises belonged to the insured. This exclusion does not apply,

when the failure to do so did not affect the occurrence of the insurance accident;

3) flooding due to precipitation:

- a) through unsealed, leaky or insecure windows, doors or other openings, if the insured was obliged to close, seal or secure them. This exclusion shall not apply if the failure to do so did not affect the occurrence of the insured accident;
- b) due to unmaintained or improperly maintained roof, walls, balconies, terraces or windows, if the Insured was obliged to maintain them. This exclusion does not apply if the failure to meet this obligation did not influence the occurrence of the insurance accident.

6. PZU shall also not be liable for damage that occurred as a result of:

- 1) structural errors in the insured single-family house, garage, non-residential building, if:
  - a) erected or rebuilt without a design made by an authorized specialist,
  - b) it has not been erected or reconstructed in accordance with a design prepared by an authorised specialist - insofar as the insured person knew about it or could reasonably have known about it in the exercise of due diligence and it affected the occurrence of an insurance accident;
- 2) dampness or fungus in the rooms. This exclusion does not apply if the dampness or fungus in the rooms occurred due to the following insurance accidents for which PZU bears liability:
  - a) flooding or floods,
  - b) precipitation in relation to the rooms in the dwelling;
- 3) groundwater infiltration. This exemption does not apply if the infiltration is due to flooding, rainfall with a coefficient of performance of at least 4 as determined by the IMGW. If it is not possible to obtain IMGW's opinion, the occurrence of rain with the coefficient of performance of at least 4 PZU states on the basis of the actual state and size of the damage in the place of its occurrence or in its direct neighborhood;
- 4) freeing of the object of insurance or its elements. This exclusion applies to real estate insurance;
- 5) dirt, discoloration, spalling, fungal growth on exterior plaster or facade, due to precipitation or being doused with water or other liquid by a moving vehicle;
- 6) sinkholes caused by earthworks;
- 7) theft with burglary, other than by means of the perpetrator overcoming the security measures referred to in § 10;
- 8) warfare, martial law, state of emergency, strikes, social unrest;
- 9) The effects of nuclear energy, laser and mass rays, ionizing radiation, magnetic and electromagnetic fields, radioactive contamination;
- 10) administrative decision.

7. PZU shall also not be liable for damages resulting from the operation of a mining plant.

8. PZU is also not liable for damage that the Insured caused in the state:

- 1) intoxicated or
- 2) after using alcohol or
- 3) under the influence of narcotic drugs, psychotropic substances, new psychoactive substances or substitute drugs within the meaning of the regulations on counteracting drug addiction.

This exclusion does not apply if the condition of the Insured had no impact on the occurrence of the insurance accident. The condition of the Insured is assessed by PZU according to the laws of the country, in which the insurance accident occurred.

9. Under the All Risks variant, PZU is also not liable for:

- 1) damage that occurred as a result of:
  - a) bruises (breakage) or cracks:
    - the object of insurance or any element thereof made from ceramics, stone, conglomerate, plastic, glass (including crystal),

- induction plate, solar collector, photovoltaic panel,
- screens, monitors, matrices or displays that are elements of the subject of insurance.

This exclusion does not apply to damage resulting from fortuitous events, overvoltage, devastation, or rescue actions carried out in connection with any of those insurance accidents for which PZU bears responsibility,

- b) spillage or leakage of water or other liquid caused by man. This exclusion does not apply to damage that is caused as a result of flooding for which PZU bears liability, or if the spilling or flooding is the result of devastation for which PZU bears liability,
  - c) falling of the subject-matter insured into water or other liquid caused by a person,
  - d) construction, assembly, disassembly or installation work conducted inside: a dwelling, detached house, garage, non-residential building or structure - indicated in the policy. This exclusion does not apply if the works are caused by random events or overvoltage, for which PZU bears liability,
  - e) The insurance policy is not limited to the following: the action of insects, ticks, mould, fungi, internal decomposition or natural processes that occur in the insured item,
  - f) the action of animals (including birds) in soiling the subject-matter insured,
  - g) action of plants or animals that belong to the insured. This exclusion does not apply if the consequence of such action is a fortuitous event or overvoltage for which PZU bears liability,
  - h) improper plant care, plant diseases,
  - i) sickness or death by natural causes of domestic animals,
  - j) natural settlement of a building or structure. This exclusion does not apply if the subsidence is caused by random events or overvoltage for which PZU is liable,
  - k) vibration or oscillation caused by the movement of vehicles on land, underground or in the air. This exclusion does not apply where the vibration or oscillation is caused by as a result of a supersonic bang for which PZU bears liability,
  - l) exploitation or wear as a result of which the subject-matter insured was: collapsed, soiled, discoloured, deformed, abraded, scratched, chipped, peeled, torn, corroded or oxidized. This exclusion does not apply if the consequences of such exploitation or wear are fortuitous events or overvoltage for which PZU bears liability,
  - m) smoke or soot caused during the preparation of meals. This exclusion does not apply if the smoke or soot was caused by random events or overvoltages for which PZU is liable,
  - n) extortion of property by deception. This exclusion does not apply to extortion of cash or jewelry,
  - o) loss, sale, donation, exchange of insured items;
- 2) damage to the subject of insurance, which occurred as a result of failure of the subject of insurance. This exclusion does not apply to situations where the consequence of such a failure are random events or overvoltage for which PZU bears liability.

**Breakdown**

the **subject of the insurance** is the damage that prevents the intended use of the subject of the insurance caused by a defect of the subject, improper use, improper maintenance or wear of its elements.

10. Moreover, under the All Risks variant, PZU shall not be liable for damage that occurs as a result of:

- 1) acts of terrorism. This exclusion does not apply if the policyholder has extended the scope of insurance for acts of terrorism;

- 2) Theft. This exclusion does not apply to theft of outdoor household movable property;
- 3) burglary in property insurance.  
This exclusion does not apply if the policyholder has extended the scope of cover to include burglary.

## PROPERTY SECURITY

– or how to protect insured items

### § 9

The insured has a duty to:

- 1) comply with applicable fire protection regulations;
- 2) maintain the object of insurance in a proper technical condition, including carrying out its technical inspections and periodical controls as well as its current maintenance;
- 3) follow the recommendations of the manufacturers and suppliers of technical equipment;
- 4) apply appropriate protective measures to protect water and central heating systems and their installation equipment against frost, in particular to maintain the right temperature in rooms and to close valves and drain water from systems in buildings not in use;
- 5) ensure that during the insurance period the conditions for securing the insured property specified in § 10 are met, including closing openings (for example windows and doors) in the manner specified in § 10.

Subject to § 5 section 4 and § 6 section 5, if the Insured breaches those obligations intentionally or due to gross negligence, PZU shall not be liable for losses that occurred for that reason. This provision does not apply if, despite gross negligence, the payment of indemnity under the given circumstances complies with considerations of equity.

### § 10

1. The insured property should be secured in the following manner:
  - 1) walls, floors, ceilings and roofs in a dwelling, detached house, garage, non-residential building, structure or specialised facility are so fixed and seated that it is impossible to dismantle them without damaging or destroying them at the same time;
  - 2) any openings in walls, ceilings, floors, roofs in a dwelling, single-family house, garage, non-residential building A dwelling, building or specialised facility is locked and secured in a manner that prevents third parties from gaining access to the interior or from removing objects from the interior without the use of force or tools. Windows, balcony doors or patio doors can be unsealed in such a way that the sash of the window or door forms a micro gap in relation to the frame, but still cannot be opened without the use of force or tools;
  - 3) external doors, except for balcony or terrace doors, to an apartment, detached house are locked with at least one multi-point lock or mechanical/electronic lock;
  - 4) the exterior doors to the utility room, garage, non-residential building, or structure are locked with at least one multi-pawl lock or a multi-pawl padlock.  
PZU also considers the electronic gate locking system to be equivalent to closing the external door to the utility room or garage;
  - 5) the keys and other devices used to open locks are in the possession of the Insured or a person authorized by him/her only. This shall not apply to utility rooms shared with other persons.
2. On the basis of risk assessment, PZU may set individual conditions for securing the property to be insured. PZU may condition the conclusion of the insurance contract on visual inspection of the property.

## SUM INSURED

– or how to determine the sum insured

### § 11

1. In case of real estate insurance, the Policyholder establishes separate sums insured for particular subjects of insurance. In case of extending the scope of cover to losses caused by burglary of fixed residential elements, the policyholder shall determine separate sums of cover for each object of insurance.  
The Policyholder sets a separate sum insured for this risk.
2. In the case of insurance of movable property, the Policyholder determines the sums insured for household movables and fixed items depending on the selected subject, variant and insurance option:
  - 1) in the All Risks variant for:
    - a) domestic movables,
    - b) fixed elements;
  - 2) in the Universal variant for:
    - a) home movables in the option against fortuitous events,
    - b) home movables under the option against theft with burglary,
    - c) fixed elements under the option From random events,
    - d) fixed elements in the option against burglary;
  - 3) in the Standard variant for household and fixed movables elements.
3. The sum insured should correspond to the value of the objects insured, and represents the upper limit of PZU's liability. If a liability limit has been set for specific damage or costs, it constitutes the upper limit of liability for such damage or costs.
4. In the case of movable property insurance, the sum insured for household movables and fixed elements shall be determined:
  - 1) in new value - for All Risks variant;
  - 2) at new value or at actual value - as chosen by the Insurer - for the Universal and Standard variants.
5. In real estate insurance, the sum insured is not reduced by any amount paid out by PZU.
6. In the case of insurance of movable property, after payment of indemnity or costs specified in § 7 and § 16 section 1 item 1, the sum insured is reduced by the amount paid by PZU.  
The Policyholder, in consultation with PZU, may supplement the sum insured. In that case, he must pay an additional insurance premium.  
For insurance accidents that occurred until the date of supplementing the sum insured, PZU is liable up to the amount of the sum insured before its supplementation.
7. If the value of the insured object increases after the insurance agreement has been concluded, the Policyholder, in consultation with the PZU, increase the sum insured. If after the insurance contract is concluded the value of the insured object decreases, the Policyholder may request that the sum insured be reduced accordingly. For the same reason PZU may unilaterally reduce the sum insured, at the same time notifying the Policyholder thereof. Reduction of the sum insured entails an appropriate reduction of the insurance premium, starting from the first day of that month in which the Policyholder requested reduction of the sum insured, or in which PZU notified the Policyholder of such unilateral reduction.

## LIMITS OF LIABILITY

– i.e. what are the limitations of PZU's liability

### § 12

1. In home movables insurance, regardless of insurance variant, depending on the insurance accident and within the given sum insured, the following limits of liability shall apply for these household movables (table below):

Pos.	Subject of insurance	Limit of liability
1.	Items of silver, gold, platinum or palladium, coins, jewellery	40% of the sum insured, not more than 50,000 PLN
2.	cash	10% of the sum insured, not more than PLN 10,000
3.	business equipment	not more than PLN 10,000
4.	household effects in a utility room, except the utility room of a single-family house	30% of the sum insured
5.	household effects in a garage or non-residential building	30% of the sum insured
6.	domestic moveable property in a building	30% of the sum insured
7.	outdoor movable property	10% of the sum insured
8.	household movable property in the temporary residence of the child as referred to in § 3 (2) (d)	10% of the sum insured
9.	house movables in case they are robbed outside the place of insurance	10% of the sum insured, not more than PLN 10,000
10.	cash, jewellery in case of extortion of cash or jewellery mentioned in § 5 paragraph 5	10% of the sum insured, not more than PLN 10,000
11.	pets	not more than 5000 PLN

2. If the subject of insurance is eligible for more than one of the items listed in section 1 (table above), the upper limit of PZU liability is the lowest limit from among the limits,
- for which the subject-matter insured is eligible.
3. PZU covers the costs defined in § 7 up to the following liability limits (table below):

Pos.	Type of cost	Limits of liability
1.	search for the cause of injury	a) in property insurance - within the sum insured for the object of insurance, b) in insurance of fixed elements - within the sum insured for fixed elements covering the risk of fortuitous events
2.	water loss	a) in property insurance - within the sum insured for the subject of insurance including the risk of flooding, b) in insurance of fixed elements - within the sum insured for fixed elements covering the risk of flooding, - not more than PLN 3,000
3.	cleaning the place of insurance after the damage	a) in property insurance - within the limit of the sum insured for the object of insurance, not more than 5% of that sum, b) in insurance of movable property within the limits of the sum insured for the subject insurance  If the costs relate to the insured and non-insured property and cannot be allocated to a given part of the property, PZU shall cover the incurred costs in such proportion in which the value of the insured property remains to the total value of the insured and non-insured property, and if it is not possible to determine that proportion, PZU shall cover 50% of the incurred costs.
4.	repair of anti-theft devices	a) in property insurance - within the sum insured for the object of insurance, b) in insurance of movable property - within the sum insured for the object of insurance covering the risk of burglary and devastation  If at the same time household movables and fixed elements are insured against the risk of burglary and devastation - up to the total sum insured for these items, and in the case of insurance in the Standard variant - up to the sum insured for this variant.
5.	the purchase of products groceries	within the sum insured for home movables covering the risk of fortuitous events, not more than PLN 500

#### DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

##### § 13

1. PZU sets the amount of indemnity in the amount that corresponds to the amount of the loss incurred and does not exceed the sum insured indicated in the policy, and takes into account the limits of liability set forth in § 5 section 4, § 6 section 5 and § 12.

2. PZU determines the amount of indemnity for:

- 1) flats:

- a) at market value - in case of **total damage**. A **total loss** is a breach or destruction of a building, in which the insured flat, utility room or parking space is located to such an extent that:

- it prevents the continued occupation of that dwelling or the use of that room or place and cannot be repaired, or
  - it results in the annihilation of that dwelling, room or place,
- b) at new value - in case of other types of damage;

- 2) a single-family home:

- a) at new value - if on the first day of the insurance period the age of the building:
- of non-combustible construction does not exceed 45 years,
  - of combustible construction does not exceed 30 years,

- b) at actual value - if on the first day of the insurance period the age of the building exceeds the values given in letter a;

- 3) non-residential building:



- a) at new value - if on the first day of the insurance period the age of the building does not exceed 20 years,
- b) at actual value - if on the first day of the insurance period the age of the building exceeds the value given in letter a);
- 4) garage - at new value;
- 5) buildings, specialist facilities - at actual value;
- 6) fixed elements of a flat or a single-family house insured against theft with burglary - in property insurance - at new value;
- 7) household movables and fixed elements - in movables insurance:
  - a) in the new value or
  - b) in real terms
  - depending on which of the above values was chosen by the policyholder when concluding the insurance agreement to determine the sum insured.
- 3. Subject to section 1, in the case of insuring a flat the indemnity is also paid in respect of damage to the common elements of the residential building in which the flat is situated, proportionally to the share in the common parts of the real estate allocated to the flat.
- 4. The Insured or PZU may appoint experts to determine the cause or amount of loss. If the opinions of experts are different, the Insured and PZU may appoint an expert who will issue an opinion based on the submitted expert opinions and his/her own assessment of the facts. Each of the above persons bears the costs of the expert he/she appointed. The costs of the opinionating expert are borne equally by the Insured and PZU.

#### § 14

- 1. In property and fixed elements insurance, the amount of damages is determined on the basis of a cost estimate prepared by PZU:
  - 1) in the expert system for works and facilities costing construction or
  - 2) based on construction price lists prepared by entities specializing in construction.
- 2. In property insurance and insurance of fixed elements, upon consultation with the Insured, PZU may determine the amount of indemnity on the basis of
  - 1) receipts for reconstruction or repair of the insured object, which are certified:
    - a) the as-built cost estimate prepared by the entity performing the reconstruction or repair,
    - b) specification of the scope of works carried out, prepared by the entity carrying out the reconstruction or repair, if the amount of damage before taking into account the degree of technical wear and tear does not exceed the amount of PLN 10,000, or
  - 2) cost estimate for reconstruction or repairs made in the home system.
- 3. The cost estimates referred to in section 2 must be drawn up in accordance with the principles of calculation and pricing of construction, electrical and installation works in the construction industry, which take account of the existing structure and dimensions of the property and the standard of finish, using the same or the closest similar materials, taking account of the average prices in the area where the insurance accident occurred.
- 4. When determining the cost of repairing paint or varnish coatings on walls, floors, ceilings and stairs inside the apartment or building, PZU does not take into account the degree of technical wear and tear.
- 5. If the apartment, utility room or parking space is subject to total loss, referred to in § 13 section 2 item 1 letter a, PZU determines the amount of compensation according to:
  - 1) price of 1 m<sup>2</sup> of usable floor area of the apartment used to establish the market value of the apartment;
  - 2) the price of the utility room or the parking space taken to determine the market value of the utility room or the parking space, respectively.
- 6. The amount of compensation for household movables is set by PZU:
  - 1) in case of total destruction or loss of the object of insurance - in the amount corresponding to its documented value, if repair is not possible;
  - 2) in case of damage to an object of insurance - in the amount of repair costs of the damage caused by the insurance accident. PZU determines the repair costs on the basis of average prices of service providers, or the repair bill, or in the amount specified in the agreement. with the insured, the percentage loss in value of the damaged the subject of insurance.
- 7. In the case of total destruction or loss of fixed elements, PZU sets the amount of indemnity corresponding to their documented value, if repair is not possible.
- 8. If the value of home movables or fixed items cannot be documented, PZU determines the amount of indemnity according to the average value of an item of the same or similar type and species, taking into account the average prices in the area where the insurance accident occurred.
- 9. The amount of compensation determined for household movable property in the amount of repair costs may not exceed:
  - 1) new value of the insured object, if it is insured at new value;
  - 2) the real value of the insured object, if it is insured at its real value.
- 10. PZU verifies the submitted bills for reconstruction or repair, together with the as-built cost estimate and the specification of the scope of performed works, as well as cost estimates for reconstruction or repair performed on an economic basis:
  - 1) the amount of costs incurred;
  - 2) the existing dimensions of the insured objects;
  - 3) scope of work performed and type of materials used.
- 11. When determining the amount of indemnity for household movables which constitute a set or a whole, PZU takes into account the loss of value of the set or the whole, provided that they cannot be reconstructed by purchasing, making up or supplementing the lost elements.
- 12. The amount of compensation for the following household movables is set by PZU:
  - 1) for cash - in its nominal value. If the money is foreign currency, PZU converts it into PLN at the average exchange rate of the National Bank of Poland (NBP) applicable on the day of determining the indemnity;
  - 2) for coins - at scrap value. If coins are legal tender, and their nominal value is higher than the value of scrap metal, PZU sets the amount of indemnity according to their nominal value. If the coins are foreign currencies, it converts them into zlotys according to the average exchange rate of the National Bank of Poland applicable on the date compensation is determined;
  - 3) for silver, gold, platinum or palladium objects and jewellery - at the cost of repair, manufacture or purchase of a new item of the same or similar type;
  - 4) for identity documents - at the cost of issuing duplicates or obtaining new documents;
  - 5) for keys to external doors that lead to the place of insurance - at the cost of replacement of a set of keys, including the cost of replacement of locks;
  - 6) for pets in case:
    - a) loss (including death) - in the average value of an animal of the same breed and species, determined taking into account the average prices in the area where the insurance accident occurred,
    - b) costs of treatment, costs of emergency killing - on the basis of the bill for treating the animal or putting it to sleep out of necessity, in Poland. PZU reimburses the Insured for the costs up to the maximum amount corresponding to the average price of such service in the area where it was performed;
  - 7) for potted plants - in the average value of a potted plant of the same species and variety and the same or similar size, determined taking into account the average prices in the area where the insurance accident occurred.

**§ 15**

1. When determining the amount of compensation, PZU:
  - 1) takes into account the value of the remains after the damaged or destroyed object of insurance;
  - 2) does not include:
    - a) scientific, collector's, artistic, historic or commemorative value,
    - b) costs which result from lack of spare parts or materials necessary to restore the condition from before the damage.
2. PZU determines the amount of indemnity on the basis of prices as of the date of its determination. The exception is damages documented by an invoice for reconstruction or repair confirmed by an as-built cost estimate or specification of the scope of work performed, or documented by an estimate of reconstruction or repair performed on a home-made basis, in accordance with § 14.

**ACTION IN THE EVENT OF AN INSURANCE ACCIDENT**

– what to do when damage occurs

**§ 16**

1. If an insurance accident occurs, the policyholder or insured is obliged to:
  - 1) use all available means to save the object of insurance and to prevent the loss or to reduce its size:
    - a) inter alia, call the fire brigade and notify the police, if necessary, especially in case of burglary, robbery in the place of insurance, robbery outside the place of insurance, extortion of cash or jewellery,
    - b) additionally, in the case of a robbery outside the place of insurance carried out outside Poland, we should notify the appropriate services responsible for prosecuting crimes.

If the Policyholder or the Insured, either intentionally or due to gross negligence, did not apply the above measures, PZU is not liable for losses that occurred for that reason. PZU is obliged, within the limits of the appropriate sum insured, to refund the costs that resulted from the above measures, if those measures were appropriate, even if they turned out to be have been ineffective;
  - 2) secure the possibility of pursuing claims for indemnity against persons responsible for the loss, and provide PZU with assistance by providing information and documents necessary to effectively pursue recourse claims;
  - 3) notify PZU of the occurrence of an insurance accident immediately, but no later than within 7 days of its occurrence. If PZU infringes this obligation, either intentionally or due to gross negligence, it may reduce indemnity accordingly, if the infringement 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;
  - 4) do not - until PZU or its representative performs an inspection - make any changes to the damaged object of insurance, and do not repair it if it is not necessary to protect the remaining objects after the loss, or to reduce the size of the loss. This provision does not apply if PZU or its representative did not conduct such inspection within 7 days of receiving the notification of damage, or 14 days if it was necessary to appoint experts;
  - 5) provide the PZU representative with explanations and assistance in obtaining information on the circumstances of the insurance accident, causes of the loss, its object and size.
2. In case of theft by burglary of fixed elements which have not been built in or installed, the insured is obliged to prove the fact of their purchase.

3. If cash or jewelry has been stolen, the Insured must present proof of cash withdrawal from his or her bank account, if such withdrawal was made (for example, a bank statement or confirmation of a withdrawal made at a bank branch).

**CHAPTER 4  
INSURANCE OF REAL ESTATE AND MOVABLE PROPERTY  
- PROPERTY OTHER THAN CHAPTER 3 MULTI-**

**FAMILY HOUSE INSURANCE**

**SUBJECT MATTER OF THE INSURANCE**

– or what can be insured

**§ 17**

**Property insurance** may cover a multi-family house located in Poland and owned or co-owned by the entity named as the insured in the policy. It is also possible to insure a multi-family house, part of which is used for business activity by the insured or a household member. **A multi-family home** is a residential building that contains more than two units that are not separate properties or are not the subject of a cooperative ownership right to the premises. It also includes fixed elements and exteriors.

The insured multi-family home is indicated in the policy.

**INSURANCE COVERAGE**

– or what PZU is responsible for

**§ 18**

1. PZU is liable for an **insurance accident**, which is a future and uncertain event of sudden nature, independent of the Insured's will, which occurred during the insurance period and as a result of which damage covered by the insurance was caused. PZU shall be liable for insurance accidents that occurred in the place indicated in § 17.
2. A multi-family house can be insured in one of the following insurance packages: All-risk variant or in the Universal variant. The selection of the variant is made by the Policyholder.
3. Depending on the selected insurance option, PZU shall be liable for losses occurring as a result of insurance accidents listed in the "Scope of insurance" column (table below), with the exclusions of liability set forth in § 20 (table below), whereby the exclusions of liability specified in § 20 apply:

Subject of insurance	Option All Risks	Universal variant
	Insurance coverage	
<b>bungalow</b>	For example, the following insurance accidents: – contingencies – overvoltage – devastation – and insurance accidents other than those referred to above	– contingencies – overvoltage – devastation

4. PZU is also liable for damage caused as a result of a rescue operation conducted in connection with an insurance accident, defined in section 3 (table above) for which PZU is liable.
5. For the payment of an additional insurance premium, the insurance coverage may be extended to include losses occurring as a result of
  - 1) burglary of the exterior;
  - 2) acts of terrorism.
6. At the request of the Policyholder, the insurance coverage may exclude damages which occurred as a result of flooding.
7. Regardless of the insurance option, PZU is also liable for losses caused by gross negligence of the Insured,

if the damage occurred as a result of failure to carry out periodical technical inspections of: chimney flues, gas installation, electrical installation, as provided for by building law - of the insured multi-family house, if the age of the building on the first day of the insurance period does not exceed 50 years. PZU pays compensation for the above-mentioned losses within the limits of the sum insured, but not more than 50% of that sum (liability limit).

## REIMBURSEMENT OF EXPENSES

– i.e. what additional costs are covered by PZU

### § 19

If an insurance accident occurs that is covered by the insurance, PZU covers the costs incurred by the Insured, as defined in § 7 section 1 items 1-3 up to the following liability limits (table below):

Pos.	Type of cost	Limits of liability
1.	search for the cause of injury	up to insurance
2.	water loss	within the limit of the sum insured covering the risk of flooding, not more than PLN 3,000 within the sum insured, not more than 5% of that sum
3.	site cleanup insurance after the loss	If the costs relate to property insured and uninsured property, and it is not possible to allocate them to a given part of the property, PZU covers the costs incurred in such proportion in which the value of the insured property remains to the total value of property insured and the uninsured, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.

## EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

### § 20

- The provisions of § 8 Sec. 1 Item 1, Sec. 6 Items 2-6, 8-10, Sec. 7 and 8 shall apply.
- PZU is not responsible for damages:
  - 1) which the Insured caused intentionally or as a result of gross negligence. This exclusion does not apply if, despite gross negligence, payment of indemnity under the given circumstances corresponds to considerations of equity, or if PZU is liable for damage caused by gross negligence in accordance with § 18 section 7;
  - 2) which the person with whom the Insured remains in common household caused intentionally.
- Subject to § 21, PZU shall also not be liable for losses which occurred as a result of:
  - 1) failure to carry out technical inspections of a multi-family house specified by law and its periodic controls if the insured was obliged to carry them out. This exclusion does not apply if such nonfeasance did not affect the occurrence of the insurance accident;
  - 2) rupture of pipes or fittings due to freezing of water or other liquid caused by failure to maintain the proper temperature in the premises, if the obligation to maintain the proper temperature in the premises belonged to the insured. This exclusion does not apply if

failure to do so did not affect the occurrence of the insurance accident;

- 3) flooding due to precipitation:
  - a) through unsealed, leaky or unsecured windows, doors or other openings, if the duty to close, seal or secure them belonged to the insured. This exclusion does not apply if the failure to do so did not affect the occurrence of the insurance accident,
  - b) due to unmaintained or improperly maintained roof, walls, balconies, terraces or windows, if the Insured was obliged to maintain them. This exclusion does not apply if the failure to meet this obligation did not influence the occurrence of the insurance accident.
4. PZU shall also not be liable for damage that occurred as a result of:
  - 1) construction errors in the insured multifamily home if:
    - a) erected or rebuilt without a design made by an authorized specialist,
    - b) it has not been erected or reconstructed in accordance with a design prepared by an authorised specialist
 - if the Insured knew about it or could have known about it while exercising due diligence and if it had an influence on the occurrence of an insurance accident;
  - 2) covering a multi-family house with graffiti.
5. In the All Risks option:
  - 1) the provisions of § 8 section 9 item 1 letters a-b, e-g, j-m, item 2 shall also apply;
  - 2) Moreover, PZU shall not be liable for damage that occurred as a result of
    - a) construction, assembly, disassembly or installation work performed inside the insured multi-family house. This exclusion does not apply if the consequence of such work is a fortuitous event or overvoltage for which PZU bears liability,
    - b) theft,
    - c) burglary. This exclusion does not apply if the Policyholder has extended the scope of insurance with burglary,
    - d) acts of terrorism. This exclusion shall not apply if the insurer has extended the scope of cover to include acts of terrorism.

## PROPERTY SECURITY

– or how to protect insured items

### § 21

- The provisions of § 9 items 1-4 shall apply and the Insured shall be obliged to ensure that during the insurance period the conditions for securing the insured property mentioned in section 2 are fulfilled.
 

Subject to § 18 section 7, if the Insured breaches the obligations defined in § 9 items 1-4 and the above obligation intentionally or due to gross negligence, PZU shall not be liable for losses that occurred for that reason. This provision does not apply if, despite gross negligence, payment of indemnity corresponds to the circumstances, to considerations of equity.
- Insured property should be secured as follows:
  - 1) walls, floors, ceilings and roofs are so fixed and embedded that it is impossible to dismantle them without damaging or destroying them at the same time;
  - 2) all openings in walls, ceilings, floors, roofs are closed and secured in a way that prevents access by third parties.

In addition, the provisions of § 10 section 2 shall apply.

## SUM INSURED

– or how to determine the sum insured

### § 22

- The sum insured shall be determined by the Policyholder.

- The sum insured should correspond to the value of the multifamily house insured and represents the upper limit of PZU's liability. If a liability limit has been set for certain costs, then it constitutes the upper limit of liability for those costs.
- The provisions of § 11 sections 5 and 7 shall apply.

#### DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

##### § 23

- PZU sets the amount of indemnity in the amount that corresponds to the amount of damage suffered and does not exceed the sum insured indicated in the policy, and takes into account the limits of liability set out in § 19.
- The amount of compensation is set by PZU in:
  - new value - if on the first day of insurance period age of the building:
    - of non-combustible construction does not exceed 45 years,
    - of combustible construction does not exceed 30 years;
  - the actual value, if on the first day of the insurance period the age of the building exceeds the values given under point 1.
- The provisions of § 13 section 4, § 14 sections 1-4, 7, 8 and 10 and § 15 shall apply.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

##### § 24

- The provisions of § 16 section 1 items 2-5 shall apply.
- Moreover, if an insurance accident occurs, the Policyholder or the Insured is obliged to use the means available to him/her to save the multi-family house and prevent the loss or reduce its size, including calling the fire brigade and notifying the police if necessary, especially in case of burglary. If the Policyholder or the Insured intentionally or due to gross negligence did not apply the above measures, PZU is not liable for losses that occurred for that reason. PZU is obliged, within the limits of the sum insured, to refund the costs that resulted from the above measures, if those measures were appropriate, even if they proved ineffective.

#### INSURANCE OF REAL AND MOVABLE PROPERTY ON A RECREATIONAL PLOT OF LAND

##### SUBJECT MATTER OF THE INSURANCE

– or what can be insured

##### § 25

- In property insurance, you can insure:
  - summer house,

- a non-residential building or
- building
  - which are located in Poland and owned or co-owned by the entity named in the policy as the insured and which are located on a recreational plot (including allotment gardens). **A holiday home** is a building or a structure, which is not a building, intended for recreational or leisure purposes. It also includes fixed outdoor elements and outbuildings and utility rooms in that building or facility.

The insured item is indicated in the policy.

- In **movable property insurance**, you can insure:
  - household effects or
  - fixed elements,

- to which the person named in the policy as the insured or householder holds legal title and which are situated in a summerhouse (excluding terrace and balcony) in Poland.

Along with the insurance of the above household movables, household movables to which the entity named in the policy as the insured or householder holds legal title and which are located in a non-residential building on the same recreational plot as the holiday home are also insured.

The above summer home is indicated in the policy.

- For a fee of additional insurance premium it is possible to insure garden plants planted in the ground in the property insurance.

#### INSURANCE COVERAGE

– or what PZU is responsible for

##### § 26

- PZU is liable for an insurance accident, which is a sudden, future and uncertain event occurring during the insurance period, as a result of which damage covered by insurance was caused, and which is not dependent on the Insured's will.

PZU is liable for insurance accidents that occurred in the places indicated in § 25 sections 1 and 2.

- The object of insurance may be insured in one of the following insurance variants: All Risks or Universal variant. The selection of the variant is made by the Policyholder.

In movable property insurance in the variant:

- Household movables are insured under All Risks or fixed elements. The selection of the subject of insurance is made by the Policyholder;
- The household movables or fixed elements are insured under the option against fortuitous events or under the option against theft burglary. The choice of subject and insurance option is made by the Policyholder.
- Under the All Risks variant, depending on the selected subject of insurance, PZU shall be liable for losses occurring as a result of the following insurance accidents in the column "Scope of insurance" (table below), whereby exclusions of liability specified in § 28 shall apply:

#### All Risks Option

##### Property insurance

Pos.	Subject of insurance	Insurance coverage
1.	bungalow	For example, the following insurance accidents: – contingencies – overvoltage – and insurance accidents other than those referred to above
2.	non-residential	
3.	building	

##### Insurance of movable property

Pos.	Subject of insurance	Insurance coverage
1.	movables	home movers in: – bungalow – non-residential building, taking into account § 25 par. 2
		For example, the following insurance accidents: – contingencies – overvoltage – burglary – and insurance accidents other than those referred to above

2.	<b>fixed elements</b>	fixed elements in a holiday home, subject to § 25 section 2	For example, the following insurance accidents: – contingencies – overvoltage – burglary – and insurance accidents other than those referred to above  Fixed items can be insured if the policyholder has not insured the holiday home.
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4. PZU is also liable for damage caused as a result of the rescue action conducted in relation to the accident referred to in section 3 (table above) for which PZU is liable.

5. Depending on the subject of insurance, under the Universal Option PZU is liable for losses occurring as a result of insurance accidents listed in the "Scope of insurance" column (table below), with the exclusions of liability set forth in § 28 (table below), whereby exclusions of liability defined in § 28 apply:

Universal variant		Real estate insurance
Pos.	Subject of insurance	Insurance coverage
1.	<b>bungalow</b>	– contingencies – overvoltage
2.	<b>non-residential</b>	
3.	<b>building</b>	

**Insurance of movable property**

Pos.	Subject of insurance	Insurance coverage
1.	<b>movables</b>	home movers in: – bungalow – non-residential building, subject to § 25 section 2  <b>Option From Events:</b> – contingencies – overvoltage  <b>Option From Burglary:</b> - burglary
2.	<b>fixed elements</b>	fixed elements in a holiday home, subject to § 25 section 2  <b>Option From Events:</b> – contingencies – overvoltage  The fixed items in this Option can be insured if the policyholder has not insured the vacation home.  <b>Option From Burglary:</b> - burglary

6. PZU is also liable for damage caused as a result of the rescue operation conducted in relation to the insurance accident described in section 5 (table above) for which PZU is liable.

7. For the payment of an additional insurance premium, the insurance coverage may be extended to include losses occurring as a result of  
 1) devastation;  
 2) acts of terrorism;  
 3) theft with burglary of fixed elements - in holiday home insurance in All Risks variant;  
 4) theft with burglary of external elements - in case of insuring a holiday home or a non-residential building.

8. At the request of the Policyholder, the insurance coverage may exclude the losses which occurred as a result of  
 1) inundation - in the case of insuring a holiday home or a non-residential building;  
 2) surge - in insurance of household movables or fixed elements.

9. Regardless of insurance option, PZU is also liable for losses caused by the Insured's gross negligence if the loss was caused by failure to conduct periodic technical inspections of: chimney ducts, gas installation, electrical installation, as prescribed by construction law.  
 - the place where the insured movable or insured property is located:  
 1) holiday home which is a building - if the age of the building on the first day of the insurance period does not exceed 50 years;  
 2) a summerhouse which is not a building - if the age of the summerhouse on the first day of the insurance period does not exceed 50 years. The age of the holiday home is the difference between the year on which the first day of the insurance period falls

of the insurance period and the year in which the holiday home starts to be used.  
 PZU pays indemnity for the above losses in respect of insurance of movables within the limits of the sum insured for the objects of insurance listed above in items 1 and 2, not more than 50% of that sum insured (liability limit), and in respect of insurance of movables within the limits of the sum insured for the movables that are located in the houses listed above in items 1 and 2, not more than 50% of that sum insured (liability limit) and not more than up to the liability limits indicated in § 31 section 1.

**REIMBURSEMENT OF EXPENSES**  
 – i.e. what additional costs are covered by PZU

**§ 27**

If an insurance accident occurs that is covered by the insurance, PZU covers the costs incurred by the insured:

- 1) the search for the cause of the injury;
- 2) cleaning the place of insurance after the damage;
- 3) repairs to anti-theft devices  
 - up to the limits of liability defined in § 31, section 2. The description of the above costs can be found in § 7, section 1, items 1, 3 and 4.

**EXCLUSIONS OF LIABILITY**  
 – or what PZU is not responsible for

**§ 28**

1. The provisions of § 8 (1) (1-6), (8-13), (15 and 16), (6) (2-6), (8-10), (7 and 8) shall apply.

2. The following are not covered by the insurance coverage:
  - 1) holiday home used for business or rented to third parties;
  - 2) cash, coins;
  - 3) items of silver, gold, platinum or palladium;
  - 4) jewelry;
  - 5) potted plants;
  - 6) animals;
  - 7) official property;
  - 8) business equipment;
  - 9) works of art;
  - 10) audio-visual equipment, computer equipment, photographic equipment, musical instruments, telephones, if they are located in a utility room in a non-residential building.

3. PZU is not responsible for damages:

- 1) which the Insured caused intentionally or as a result of gross negligence. This exclusion does not apply if, despite gross negligence, payment of indemnity under the given circumstances corresponds to considerations of equity, or if PZU is liable for damage caused by gross negligence in accordance with § 26 section 9;
- 2) which the person with whom the Insured remains in common household caused intentionally.

4. Subject to § 29, PZU shall also not be liable for losses which occurred as a result of

- 1) failure to carry out technical inspections of the objects of insurance and their periodical controls, as specified by law, if the obligation to carry out such inspections rested with the Insured. This exclusion shall not apply if such nonfeasance had no influence on the occurrence of the insured accident;
- 2) burst pipes or fittings as a result of water or other liquid freezing due to the failure to maintain the proper temperature in the premises, if the Insured was obliged to maintain the proper temperature in the premises. This exclusion shall not apply if such nonfeasance had no influence on the occurrence of an insured accident;
- 3) flooding due to precipitation:
  - a) through unsealed, leaky or unsecured windows, doors or other openings, if the duty to close, seal or secure them belonged to the insured. This exclusion shall not apply if the failure to do so did not affect the occurrence of the insured accident,
  - b) due to unmaintained or improperly maintained roof, walls, balconies, terraces or windows, if the Insured was obliged to maintain them. This exclusion does not apply if the failure to meet this obligation did not influence the occurrence of the insurance accident.

5. PZU shall also not be liable for damage that occurred as a result of:

- 1) structural errors in the insured vacation home, nonresidential building if:
  - a) erected or rebuilt without a design made by an authorized specialist,
  - b) it has not been erected or reconstructed in accordance with a design prepared by an authorised specialist
 - if the Insured knew about it or could have known about it while exercising due diligence and if it had an influence on the occurrence of an insurance accident;
- 2) graffiti coverage of the insured object;
- 3) theft with burglary, other than by means of overcoming the security measures by the perpetrator, referred to in § 29.

6. In the All Risks option:

- 1) the provisions of § 8 section 9 item 1 letters a-c, e-g, j-m, o, item 2 shall also apply;
- 2) PZU shall also not be liable for damage that occurred as a result of:
  - a) construction, assembly, disassembly or installation work inside the summerhouse, non-residential building or structure named in the policy. This exclusion does not apply if such work is caused by a fortuitous event or an overvoltage for which PZU is liable,

- b) to defraud,
- c) theft,
- d) burglary in property insurance. This exclusion does not apply if the policyholder has extended the coverage to include burglary,
- e) devastation. This exclusion does not apply if the insurer has extended the scope of cover to include devastation,
- f) acts of terrorism. This exclusion shall not apply if the insurer has extended the scope of cover to include acts of terrorism,
- g) robbery in the place of insurance,
- h) robbery outside the place of insurance.

**PROPERTY SECURITY**

– or how to protect insured items

**§ 29**

1. The provisions of § 9 items 1-4 shall apply and the Insured shall be obliged to ensure that during the insurance period the conditions for securing the insured property mentioned in section 2 are fulfilled.

Subject to § 26 section 9, if the Insured breaches the obligations defined in § 9 items 1-4 and the above obligation intentionally or due to gross negligence, PZU shall not be liable for losses that occurred for that reason. This provision does not apply if, despite gross negligence, the payment of indemnity corresponds to in the circumstances, to considerations of equity.

2. Insured property should be secured as follows:

- 1) walls, floors, ceilings, roofs in a holiday home, non-residential building or structure are so fixed and embedded that it is impossible to dismantle them without damaging or destroying them at the same time;
- 2) any openings in walls, ceilings, floors, roofs in a holiday home, non-residential building, structure are closed and secured in a manner that prevents the window, balcony or terrace door can be unsealed in such a way that the sash of the window or door forms a micro seal with respect to the frame, but can still not be opened without the use of force or tools. Windows, balcony or terrace doors may be unsealed in such a way that the sash of the window or door forms a micro gap in relation to the frame, but still cannot be opened without the use of force or tools;
- 3) external doors, with the exception of balcony or terrace doors, to the summerhouse shall be lockable with at least one multi-point lock or mechanical/electronic lock;
- 4) the external door to the utility room, non-residential building or structure is locked with at least one multi-bolt lock or a multi-bolt padlock. PZU recognizes also an electronic gate locking system as equivalent to locking the external door to the utility room.

In addition, the provisions of § 10 section 2 shall apply.

**SUM INSURED**

– or how to determine the sum insured

**§ 30**

1. In case of real estate insurance, the Policyholder sets separate sums of insurance for particular subjects of insurance. In the case of extending the scope of cover to include damage caused by burglary of fixed elements of a holiday home, the Policyholder shall fix a separate sum insured for that risk.
2. In the case of movable property insurance, the Policyholder sets the sums insured depending on the selected subject, variant and insurance option:
  - 1) in the All Risks variant for:
    - a) domestic movable property,
    - b) fixed elements;
  - 2) in the Universal variant for:
    - a) home movables in the option against fortuitous events,
    - b) home movables under the option against theft with burglary,

- c) fixed elements under the option From random events,
  - d) fixed elements in the option against burglary.
3. In the case of movable property insurance, the sum insured for household movables and fixed elements shall be determined:
- 1) in new value - for All Risks variant;
  - 2) at new value or at actual value - as chosen by the Insurer - for the Universal variant.
4. In the case of insurance of movable property, after indemnity or costs described in § 27 and § 33 section 2 are paid, the sum insured is reduced by the amount paid by PZU. The Policyholder, in consultation with PZU, may supplement the sum insured. In that case, he/she must pay an additional insurance premium. The insurance company shall provide insurance cover. For insurance accidents occurring until the day of

- supplementation of the sum insured, PZU remains liable up to the amount of the sum insured before its supplementation.
5. The provisions of § 11 sections 3, 5, 7 shall apply.

#### LIMITS OF LIABILITY

– i.e. what are the limitations of PZU's liability

#### § 31

1. In the insurance of home movables, regardless of insurance variant, depending on the insurance accident and within the limits of the sum insured, the following limits of liability shall apply for these home movables (table below):

Pos.	Subject of insurance	Limit of liability
1.	audio-visual equipment (including TV and radio aerials installed outside the holiday home and permanently connected to it), computer equipment, photographic equipment, musical instruments, telephones, which are located in the holiday home	50% of the sum insured
2.	domestic moveable property in a non-residential building	30% of the sum insured

2. PZU covers the costs specified in § 27 up to the following liability limits (table below):

Pos.	Type of cost	Limits of liability
1.	search for the cause of injury	a) in property insurance - within the sum insured for the object of insurance, b) in insurance of fixed elements - within the sum insured for fixed elements covering the risk of fortuitous events
2.	site cleanup insurance after the loss	a) in property insurance - within the sum insured for the object of insurance, not more than 5% of that sum, b) in movable property insurance - within the limits of the sum insured for the subject-matter of the insurance  If the costs relate to the insured and non-insured property and cannot be allocated to a given part of the property, PZU shall cover the incurred costs in such proportion in which the value of the insured property remains to the total value of the insured and non-insured property, and if it is not possible to determine that proportion, PZU shall cover 50% of the incurred costs.
3.	repair of anti-theft devices	a) in property insurance - within the sum insured for the object of insurance covering the risk of burglary or devastation, b) in insurance of movable property - within the sum insured for the object of insurance covering the risk of burglary or devastation  If at the same time fixed elements and household movables are insured against the risk of burglary or devastation - up to the total sum insured for these items.

#### DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

#### § 32

1. PZU determines the amount of indemnity in the amount that corresponds to the amount of the loss incurred and does not exceed the sum insured indicated in the policy, and takes into account the limits of liability set forth in § 31.
2. PZU determines the amount of indemnity for:
- 1) the summer house, which is a building:
    - a) at new value - if on the first day of the insurance period the age of the building does not exceed 30 years,
    - b) at actual value - if on the first day of the insurance period the age of the building exceeds the value given in letter a;
  - 2) a holiday home which is not a building - at actual value;
  - 3) non-residential building:
    - a) at new value - if on the first day of the insurance period the age of the building does not exceed 20 years,
    - b) at actual value - if on the first day of the insurance period the age of the building exceeds the value given in letter a;
  - 4) buildings - at actual value;

- 5) fixed elements of a holiday home insured against theft with burglary - in property insurance - at new value;
  - 6) household movables and fixed elements - in movables insurance:
    - a) in the new value or
    - b) in real terms
 - depending on which of the above values was chosen by the policyholder when concluding the insurance agreement to determine the sum insured.
3. The provisions of § 13 section 4, § 14 sections 1-4, 6-11, 12 sections 4 and 5 and § 15 shall apply.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

#### § 33

1. The provisions of § 16 Sec. 1 Items 2-5 and Sec. 2 shall apply.
2. Furthermore, if an insurance accident occurs, the policyholder or insured is obliged to use the means at his disposal to

rescue the object of insurance and prevent the loss or reduce its size, including calling the fire brigade and notifying the police, if necessary, especially in the case of burglary. If the Policyholder or the Insured intentionally or due to gross negligence failed to apply the above measures, PZU shall not be liable for losses that occurred for that reason. PZU is obliged, within the limits of the appropriate sum insured, to refund the costs that resulted from the above measures, if those measures were appropriate, even if they proved ineffective.

as a result of the insurance accidents mentioned in the column "Scope of insurance" (table below), whereby exclusions of liability specified in § 37 shall apply:

Pos.	Subject of insurance	All Risks Option	Universal variant
		Insurance coverage	
1.	single-family under construction	For example, the following insurance accidents: – contingencies – overvoltage – devastation for insurances covering accidents other than those referred to above	– contingencies – overvoltage – devastation
2.	garage at stage construction		
3.	multi-family house under construction	For example, the following insurance accidents: – contingencies – overvoltage – and insurance accidents other than those referred to above	– contingencies – overvoltage
4.	bungalow under construction		
5.	non-residential building under construction		

## INSURANCE OF BUILDINGS UNDER CONSTRUCTION OBJECT OF

### INSURANCE

– or what can be insured

#### § 34

1. In **property insurance**, you can insure:

- 1) single-family house under construction;
  - 2) summer house under construction;
  - 3) multi-family house under construction;
  - 4) a non-residential building under construction or
  - 5) garage under construction
- which are located in Poland and which are owned or co-owned by the entity named in the policy as the insured. It also covers fixed elements and external items.

The insured item is indicated in the policy.

2. The objects of insurance specified in section 1 are buildings:

- 1) newly built or
- 2) extended or superstructure, hereinafter collectively referred to ("**buildings under construction**"), an extension being an increase in **the** built-up area of a building, and superstructure is the elevation of an existing building with an unchanged built-up area.

3. The commencement of construction, superstructure or extension takes place at the time when preparatory work is commenced, in particular, land surveying of the building, levelling of the land, development of the land and construction of temporary facilities, connection to the technical infrastructure network for the purposes of the construction, superstructure or extension. Completion of construction, superstructure or extension takes place at the moment:

- 1) first residence - newly built: a single-family house, a multi-family house;
- 2) commencement of use - of a newly erected: summer house, garage, non-residential building;
- 3) completion of works - in case of extension or superstructure.

4. Along with the insurance of buildings during the construction stage and to the same extent, construction, installation and electrical materials intended for incorporation or fitting in those buildings, stored on the premises or recreational plot on which those buildings are located, are also insured.

5. For the payment of an additional insurance premium, the insurance coverage may be extended to include household movables or fixed elements located in a detached house under construction.

### INSURANCE COVERAGE

– or what PZU is responsible for

#### § 35

1. PZU is liable for an **insurance accident**, which is a future and uncertain event of sudden nature, independent of the Insured's will, which occurred during the insurance period and as a result of which damage covered by the insurance was caused. PZU is liable for insurance accidents that occurred in the places indicated in § 34 sections 1 and 4.

2. The subject of the insurance may be insured in one of the following insurance coverage variants: All Risks or in the Universal variant. The selection of the variant is made by the Policyholder.

3. Depending on the insurance variant selected and the subject of



4. PZU is also liable for damages caused by a rescue operation conducted in connection with an insurance accident described in section 3 (table above) for which PZU is liable.
5. For the payment of an additional insurance premium, the insurance coverage may be extended to include losses occurring as a result of
  - 1) burglary of the exterior;
  - 2) acts of terrorism.
6. At the request of the Policyholder, the insurance coverage may exclude damages which occurred as a result of flooding.
7. Regardless of the insurance option, PZU is also liable for damage caused by the Insured's gross negligence if the damage resulted from failure to conduct periodic technical inspections of: chimney ducts, gas installation, electrical installation, as prescribed by construction law - of the following insured buildings: single-family house, multifamily house, summer home, non-residential building, garage, if the age of the building on the first day of the insurance period does not exceed 50 years. PZU pays compensation for the above-mentioned losses within the limits of the sum insured, but not more than 50% of that sum (liability limit).

#### REIMBURSEMENT OF EXPENSES

– i.e. what additional costs are covered by PZU

#### § 36

If an insurance accident occurs that is covered by the insurance, PZU covers the costs incurred by the Insured, as defined in § 7 section 1 items 1 and 3 up to the following liability limits (table below):

Pos.	Type of cost	Limits of liability
1.	search for the cause of injury	within the limits of the sum insured for the subject-matter of the insurance

2.	cleaning the place of insurance after the damage	<p>within the sum insured for the object of insurance, not more than 5% of that sum</p> <p>If the costs relate to insured and uninsured property and cannot be allocated to a given part of the property, PZU covers the costs incurred in such proportion in which the value of the property insured remains to the total value of the property insured and the uninsured, and if it is not possible to determine the proportion, PZU covers 50% of the incurred costs.</p>
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- 2) PZU shall also not be liable for damage resulting from
  - a) construction, assembly, disassembly or installation work conducted inside the insured buildings during their construction. This exclusion does not apply if the consequence of such work is a fortuitous event or overvoltage for which PZU bears liability,
  - b) theft,
  - c) burglary. This exclusion does not apply if the Policyholder has extended the scope of insurance with burglary,
  - d) devastation of a summer house under construction, a multi-family house under construction, a non-residential building under construction,
  - e) acts of terrorism. This exclusion shall not apply if the insurer has extended the scope of cover to include acts of terrorism.

## EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

### § 37

1. The provisions of § 8 Sec. 1 Item 1, Sec. 6 Items 2-6, 8-10, Sec. 7 and 8 shall apply.
2. PZU is not responsible for damages:
  - 1) which the Insured caused intentionally or due to gross negligence. This exclusion does not apply if, despite gross negligence, payment of indemnity is equitable in the given circumstances, or if PZU is liable for losses caused by gross negligence, pursuant to § 35 section 7;
  - 2) which the person with whom the Insured remains in common household caused intentionally.
3. Subject to § 38, PZU shall also not be liable for losses which occurred as a result of:
  - 1) failure to carry out technical inspections of the objects of insurance and their periodical controls, as specified by law, if the obligation to carry out such inspections rested with the Insured. This exclusion shall not apply if such nonfeasance had no influence on the occurrence of the insured accident;
  - 2) burst pipes or fittings of the installation as a result of water or other liquid freezing due to the failure to maintain the proper temperature in the premises, if the obligation to maintain the proper temperature in the premises belonged to the Insured. This exclusion shall not apply if the failure to do so did not affect the occurrence of the insured accident;
  - 3) flooding due to precipitation:
    - a) through unsealed, leaky or unsecured windows, doors or other openings, if the duty to close, seal or secure them belonged to the Insured. This exclusion shall not apply if such nonfeasance did not affect the occurrence of an insured accident,
    - b) due to unmaintained or improperly maintained roof, walls, balconies, terraces or windows, if the Insured was obliged to maintain them. This exclusion does not apply if the failure to meet this obligation did not influence the occurrence of the insurance accident.
4. PZU shall also not be liable for damage that occurred as a result of:
  - 1) construction errors in the insured buildings at the construction stage, if:
    - a) erected or rebuilt without a design made by an authorized specialist,
    - b) they have not been built or rebuilt according to a design made by an authorised specialist
 - if the Insured knew about it or could have known about it while exercising due diligence and if it had an influence on the occurrence of an insurance accident;
  - 2) graffiti coverage of the insured object.
5. In the All Risks option:
  - 1) the provisions of § 8 section 9 item 1 letters a, b, e-g, j-l, item 2 shall also apply;

## PROPERTY SECURITY

– or how to protect insured items

### § 38

1. The provisions of § 9 section 1-4 shall apply and in addition the Insured shall observe the manufacturer's recommendations concerning the storage of materials referred to in § 34 section 4 and the Insured shall ensure that during the insurance period the conditions for the protection of the insured property referred to in section 2 are fulfilled. Subject to § 35 section 7, if the Insured breaches the obligations defined in § 9 items 1-4 and the above obligations intentionally or due to gross negligence, PZU shall not be liable for losses that occurred for that reason. This provision does not apply if, despite gross negligence, payment of indemnity corresponds to in the circumstances, to considerations of equity.
2. The provisions of § 10 section 2 shall apply.

## SUM INSURED

– or how to determine the sum insured

### § 39

1. The Policyholder shall determine separate sums insured for particular subjects of insurance.
2. The sum insured should correspond to the value of the insured buildings in the construction stage as at the date of conclusion of the insurance agreement, increased by the expected costs of construction, installation or electrical works planned to be performed during the insurance period and represents the upper limit of PZU liability. If a liability limit has been set for specific costs, it constitutes the upper limit of liability for those costs.
3. The provisions of § 11 sections 5 and 7 shall apply.

## DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

### § 40

1. PZU sets the amount of indemnity in the amount that corresponds to the amount of damage suffered and does not exceed the sum insured indicated in the policy, and takes into account the limits of liability set forth in § 36.
2. PZU determines the amount of indemnity for:
  - 1) newly erected: a single-family house, a multi-family house, a summer house, a non-residential building - at new value;
  - 2) garage under construction - at new value;
  - 3) an extended or superstructure single-family house, a multi-family house:
    - a) at new value - if on the first day of the insurance period the age of the building of non-combustible construction does not exceed 45 years,

- b) at new value - if on the first day of the insurance period the age of the building of combustible construction does not exceed 30 years,
- c) at actual value, if on the first day of the insurance period the age of the building exceeds the values given under letters a or b;
- 4) an extension or superstructure of a holiday home, a non-residential building:
  - a) at new value - if on the first day of the insurance period the age of the building does not exceed 30 years,
  - b) at the real value, if on the first day of the insurance period the age of the building exceeds the value given in letter a.
- 3. The provisions of § 13 section 4, § 14 sections 1-4, 7, 8 and 10 and § 15 shall apply.

Subject of insurance	Option From All Risks	Universal variant
	Insurance coverage	
tombstone	For example, the following insurance accidents: – random events, excluding smoke and soot, earth collapse – devastation – burglary – and other insurance accidents than those indicated above	– random events, excluding smoke and soot, earth collapse – devastation – burglary

**ACTION IN THE EVENT OF AN INSURANCE ACCIDENT**

– what to do when damage occurs

**§ 41**

- 1. The provisions of § 16 section 1 items 2-5 shall apply.
- 2. Moreover, if an insurance accident occurs, the policyholder or insured is obliged to use the means available to him in order to save the object of insurance and prevent the loss or reduce its size, among others to call the fire brigade and notify the police, if necessary, especially in case of burglary. If the Policyholder or the Insured, either intentionally or due to gross negligence, did not apply the above measures, PZU shall not be liable for losses that occurred for that reason. PZU is obliged to, within the limits of the sum insured, reimburse the costs which resulted from the application of the above-mentioned measures, if these measures were reasonable, even if they proved ineffective.

**GRAVESTONE INSURANCE**

**SUBJECT MATTER OF THE INSURANCE**

– or what can be insured

**§ 42**

In **property insurance**, you can insure a gravestone that is located in Poland and that is owned or co-owned by the entity named in the policy as the insured. **A gravestone** is a building which is intended for burial of persons or animals or which commemorates the deceased. It consists of the following elements: a slab, an inscription plate, letters, a gravestone sculpture, other decorative elements - which are permanently fixed in such a way that it is not possible to de-mount them without leaving traces that are evidence of the use of force or tools. The insured tombstone is indicated in the policy.

**INSURANCE COVERAGE**

– or what PZU is responsible for

**§ 43**

- 1. PZU is liable for an **insurance accident**, which is a future and uncertain event of sudden nature, independent of the Insured's will, which occurred during the insurance period and as a result of which damage covered by the insurance was caused. PZU shall be liable for insurance accidents that occurred in the location indicated in § 42.
- 2. A gravestone may be insured in one of the following insurance variants: All Risks variant or Universal variant. The choice of option is made by the Policyholder.
- 3. Depending on the selected insurance variant, PZU shall be liable for losses occurring as a result of insurance accidents listed in the "Scope of insurance" column (table below), with the exclusions of liability set forth in § 45 (table below), whereby exclusions of liability specified in § 45 apply:

- 4. PZU shall also be liable for damages caused as a result of the rescue action conducted in relation to the insurance accident described in section 3 (table above) for which PZU is liable.
- 5. For an additional premium, the insurance coverage may be extended to include damage resulting from acts of terrorism.

**REIMBURSEMENT OF EXPENSES**

– i.e. what additional costs are covered by PZU

**§ 44**

If an insurance accident occurs that is covered by the insurance, PZU covers the costs borne by the Insured, set forth in § 7 section 1 item 3 up to the following liability limit (table below):

Type of cost	Limits of liability
	within the sum insured, not more than 5% of that sum
cleaning the place of insurance after the damage	If the costs relate to the insured and non-insured property and cannot be allocated to a given part of the property, PZU shall cover the incurred costs in such proportion in which the value of the insured property remains to the total value of the insured and non-insured property, and if it is not possible to determine that proportion, PZU shall cover 50% of the incurred costs.

**EXCLUSIONS OF LIABILITY**

– or what PZU is not responsible for

**§ 45**

- 1. The provisions of § 8 Sec. 6 Item 3, 6, 8-10, 7 and 8 shall apply.
- 2. PZU is not responsible for damages:
  - 1) arising from elements of a gravestone not permanently fixed;
  - 2) which the insured has caused intentionally or as a result of a gross negligence. This exclusion shall not apply if, in spite of gross negligence, the payment of compensation is equitable under the given circumstances;
  - 3) which the person with whom the Insured remains in common household caused intentionally.
- 3. PZU shall also not be liable for damage that occurred as a result of:
  - 1) exploitation or wear as a result of which the tombstone collapsed, deformed, deformed, abraded, chipped, splintered, corroded, oxidized, discolored or soiled. This exclusion does not apply if the wear or operation was caused by random events for which PZU bears liability;
  - 2) covering the insured tombstone with graffiti.
- 4. In the All Risks option:
  - 1) the provisions of § 8 section 9 item 1 letters e, f, k shall also apply;

- 2) Moreover, PZU shall not be liable for damage that occurred as a result of
  - a) the natural settlement of a gravestone,
  - b) acts of terrorism. This exclusion does not apply if the policyholder has extended the scope of insurance for acts of terrorism.

## CHAPTER 5 INSURANCE OF OBJECTS AGAINST BREAKAGE

### SUBJECT MATTER OF THE INSURANCE

– or what can be insured

#### § 49

1. You can be insured **against breakage** in an **item insurance policy**:
  - 1) objects made of glass, ceramics, stone, conglomerate and
  - 2) shower cabins, shower trays, bathtubs, sinks, washbasins, of plastics
 - to which the entity named in the policy as the insured or household member holds legal title and which are located in Poland in an apartment, single-family house, multi-family house, vacation home, non-residential building, buildings under construction: single-family house, multi-family house, vacation home or non-residential building.  
 The above apartment, house, building is indicated in the policy.
2. Together with the insurance of the objects mentioned in section 1 the insured shall
  - 1) glass balustrades;
  - 2) glass or plastic balcony or terrace enclosures and
  - 3) photovoltaic panels with a total capacity of up to 20 kW included in the photovoltaic installation and solar collectors, - which are outside the dwelling, house or building referred to in paragraph 1 and are firmly attached to it.
3. Moreover, the following are also insured: structural elements of window or door frames, shower cabins, bathroom screens, if it is not technologically possible to replace the broken element without breaching the structure in which it is embedded.

### INSURANCE COVERAGE

– or what PZU is responsible for

#### § 50

1. PZU is liable for an **insurance accident**, which is a future and uncertain event of sudden nature, independent of the Insured's will, which occurred during the insurance period and as a result of which damage covered by the insurance was caused. PZU is liable for insurance accidents that occurred in the places described in § 49 sections 1 and 2.
2. PZU shall be liable for damage resulting from breaking (smashing) or cracking of the objects specified in § 49 as a result of insurance accidents other than: random events, devastation, burglary, robbery in the place of insurance.

### EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

#### § 51

1. The following are not covered by the insurance coverage:
  - 1) floor and stair coverings (including those made of ceramic tiles);
  - 2) objects made of glass, ceramics, stone, conglomerate - before installation;
  - 3) light bulbs;
  - 4) jewelry;
  - 5) works of art;
  - 6) portable medical equipment;
  - 7) telephones, game consoles, audiovisual equipment, computer equipment including tablets, photographic equipment, weapons and weaponry optics;
  - 8) dishes, vases, household supplies;
  - 9) items used for business purposes only.
2. PZU shall not be liable for damage that occurred:
  - 1) due to scratches, scrapes;
  - 2) as a result of acts of war, martial law, states of emergency, strikes, or social unrest;

### SUM INSURED

– or how to determine the sum insured

#### § 46

1. The sum insured shall be determined by the Policyholder.
2. The sum insured should correspond to the value of the insured gravestone and represents the upper limit of PZU liability. For the costs specified in § 7 section 1 item 3, the upper limit of liability is the limit of liability set for those costs.
3. The provisions of § 11 sections 5 and 7 shall apply.

### DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

#### § 47

1. PZU sets the amount of indemnity in the amount that corresponds to the amount of loss suffered and does not exceed the sum insured indicated in the policy, and takes into account the limit of liability defined in § 44.
2. PZU determines the amount of compensation in the real value.
3. In consultation with the Insured, PZU may set the amount of indemnity on the basis of
  - 1) receipts for rebuilding or repairing a gravestone;
  - 2) cost estimate of reconstruction or repair made by the economic system.
4. The cost estimate referred to in section 3 item 2 must be prepared in accordance with the rules of calculation and pricing of construction works in the construction industry, which take into account the existing structure and dimensions of the tombstone, using the same or the most  
 The insured party is obliged to pay the insured party's insurance premium by taking into account the average prices in the area where the insurance accident occurred.
5. When determining the amount of compensation, PZU:
  - 1) takes into account the value of the remains of the damaged or destroyed tombstone;
  - 2) does not include:
    - a) scientific, artistic, historic or commemorative value,
    - b) costs which result from lack of spare parts or materials necessary to restore the condition from before the damage.
6. The provisions of § 14 section 1 shall apply.
7. PZU determines the amount of compensation on the basis of prices as of the date of its determination. The exception is damages documented with a bill for restoration or repair of a gravestone or cost estimate of restoration or repair performed on an economic basis, according to sections 3-6.

### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

#### § 48

1. The provisions of § 16 section 1 items 2 - 5 shall apply.
2. Moreover, if an insurance accident occurs, the Policyholder or the Insured is obliged to use the means available to him/her to save the gravestone and prevent the loss, or reduce its size, including calling the fire department and notifying the police, if necessary, especially in the case of devastation, theft with burglary. If the Policyholder or the Insured, either intentionally or due to gross negligence, did not apply the above measures, PZU is not liable for losses that occurred for that reason. PZU is obliged, within the limits of the sum insured, to refund the costs that resulted from the use of the above measures, if those measures were appropriate, even if they proved ineffective.

- 3) following acts of terrorism.
- 3. PZU is also not liable for damages:
  - 1) which the Insured has caused intentionally or by gross negligence. This exclusion does not apply if, in spite of gross negligence, payment of compensation is equitable under the given circumstances;
  - 2) which the person with whom the Insured remains in common household caused intentionally.
- 4. PZU is also not liable for damage that the Insured caused in the state:
  - 1) intoxicated or
  - 2) after using alcohol or
  - 3) under the influence of narcotic drugs, psychotropic substances, new psychoactive substances or substitute drugs, within the meaning of the regulations on counteracting drug addiction.
 This exclusion shall not apply if such condition of the insured had no influence on the occurrence of an insured accident.

#### SUM INSURED

– or how to determine the sum insured

##### § 52

- 1. The Policyholder shall determine separate sums insured for items in a given apartment, house or building indicated in the policy.
- 2. The sum insured should correspond to the value of the insured items including costs:
  - 1) The following shall be considered to be the responsibility of the Contractor: dismantling, assembling, installing, transporting, erecting scaffolding or using a crane to carry out replacement or repair work;
  - 2) to make the inscriptions and decorations that were on these items;
  - 3) covering the glazing with foil  
- and constitutes the upper limit of PZU liability.
- 3. Following payment of indemnity or costs defined in § 54 section 1, the sum insured is reduced by the amount paid by PZU. The Policyholder, in consultation with PZU, may supplement the sum insured. In that case, he/she has to pay an additional insurance premium. For insurance accidents that occurred until the date of supplementing the sum insured, PZU remains liable up to the amount of the sum insured before its supplementation.
- 4. If the value of the insured object increases after the insurance agreement has been concluded, the Policyholder, in consultation with the PZU, increase the sum insured. If after the insurance contract is concluded the value of the insured object decreases, the Policyholder may request that the sum insured be reduced accordingly. For the same reason PZU may unilaterally reduce the sum insured, at the same time notifying the Policyholder thereof. Reduction of the sum insured entails an appropriate reduction of the insurance premium, starting from the first day of that month in which the Policyholder requested reduction of the sum insured, or in which PZU notified the Policyholder of such unilateral reduction.

#### DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

##### § 53

- 1. PZU sets the amount of indemnity in the amount that corresponds to the amount of damage suffered and does not exceed the sum insured indicated in the policy.
- 2. PZU sets the amount of compensation at new value.
- 3. The amount of compensation is set by PZU:
  - 1) in the amount of repair costs of the damage caused by the insurance accident. PZU determines the repair costs on the basis of average prices of service providers, or the repair bill, or in the amount specified in the agreement.

- with the insured, of the percentage loss in the value of the damaged object of insurance;
- 2) if repair is not possible - in the amount which corresponds to the documented value of the subject of insurance.
- 4. The indemnity shall also cover the costs of dismantling, assembling, installing, transporting, setting up scaffolding or using a crane for the purpose of replacement or repair, making inscriptions and decorations which were placed on the object of insurance, covering glazing with foil.
- 5. If the value of the insured item cannot be documented, PZU determines the amount of indemnity according to the average value of the item of the same or similar type and species, taking into account the average prices in the area where the insurance accident occurred.
- 6. When determining the amount of indemnity, PZU does not take into account
  - 1) scientific, collector's, artistic, historic or commemorative value;
  - 2) costs which result from lack of spare parts or materials necessary to restore the condition from before the damage.
- 7. PZU determines the amount of compensation on the basis of prices from the day of its determination. Exceptions are damages documented by an invoice.
- 8. The Insured or PZU may appoint experts to determine the cause or amount of loss. If the opinions of experts are different, the Insured and PZU may appoint an expert who will issue an opinion based on the submitted ex- perts and his/her own assessment of the facts. Each of the above persons PZU bears the costs of the appraiser whom it appointed. The costs of the appraiser's opinion are borne equally by the Insured and PZU.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

##### § 54

If an insurance accident occurs, 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 intentionally or due to gross negligence failed to use the above-mentioned measures, PZU is not liable for losses arising from that reason. PZU is obliged, within the limits of the appropriate sum insured, to refund the costs that resulted from the application of the above measures, if such measures were appropriate, even if they proved ineffective;
- 2) secure the possibility of pursuing claims for indemnity against persons responsible for the loss, and provide PZU with assistance by providing information and documents necessary to effectively pursue recourse claims;
- 3) notify PZU of the occurrence of an insurance accident immediately, but no later than within 7 days of its occurrence. If PZU infringes this obligation, either intentionally or due to gross negligence, it may reduce indemnity accordingly, if the infringement 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;
- 4) do not - until PZU or its representative performs an inspection - perform any changes to the damaged object of insurance, and do not repair it if it is not necessary to protect the remaining objects after the loss, or to reduce the size of the loss. This provision does not apply if PZU or its representative did not conduct such inspection within 7 days from the date of receipt of the notice of damage, or 14 days if it was necessary to appoint experts (appraisers);
- 5) provide the PZU representative with explanations and assistance in obtaining information on the circumstances of the insurance accident, causes of the loss, its subject and size.

**CHAPTER 6 LIABILITY  
INSURANCE**

**SUBJECT MATTER AND SCOPE OF INSURANCE**

– i.e. what can be insured and what PZU is responsible for in the third party liability insurance

**§ 55**

1. The subject of civil liability insurance is the civil liability of the person named in the policy as the insured and the household member, if in connection with the performance of private activities or in connection with the possession of property used in the performance of such activities

In the case of acts of private life, as a result of a tort (liability in tort) they are obliged to compensate for damage caused to a third party. Activities of private life are activities that concern the private sphere, are not connected with 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, performance of economic activity, freelance profession, performing functions in unions, associations, social or political organizations and housing communities.

However, the civil liability related to the ownership of a flat, detached house, summer house, multi-family house, non-residential building, garage, buildings under construction, structure, specialised facility or a gravestone applies only to the property listed above, which is indicated in the policy in the insurance of real estate or movable property, as well as the property listed above which is not shown in the policy in these insurances but is at the same address as the property shown in the policy in these insurances.

Liability is also associated with owning the property or recreational parcel on which the above house, building, garage, structure, speciality facility is located.

2. The subject of civil liability insurance shall also include the civil liability of a person who owns, on the basis of a legal title (including rental agreement): a flat, a detached house, a summer house, a garage, mentioned under section 1, when in connection with the above mentioned property which is used for performing private activities,  
As a result of a tort (civil liability in tort), it is obliged to compensate for damage caused to a third party.
3. The subject of civil liability insurance is also the civil liability of domestic servants towards third parties for damages which are the result of a tort (liability in tort) caused while performing the entrusted auxiliary works in a household run in a flat, detached house, summer house or a building  
- **A domestic helper** is any person (for example, a housekeeper, gardener, babysitter, person caring for a disabled person, person caring for a dog) who performs assigned auxiliary work in the household for the person named in the policy as the insured or 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 sidewalks adjacent to the property or recreational lot on which the property indicated in paragraph 1 is located;
  - 3) use of household appliances, bicycle, personal transport equipment, wheelchair or pram. **A personal transport device** is a device designed for walking, propelled by muscular power or an electric motor, and not exceeding 0,9 m in width when in motion (for example, a scooter, an electric scooter);
  - 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.

**§ 56**

1. Regardless of the civil liability referred to in § 55, PZU - within the guarantee amount - provides insurance coverage for losses 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 home appliances directly cooperating with them, if the direct source of the damage is located in the apartment, house or building indicated in § 55 section 1.
2. The PZU liability excludes damages:
- 1) arising from force majeure;
  - 2) caused by willful misconduct:
    - a) the insured,
    - b) persons referred to in § 55 sections 1-3.
3. The insurance protection referred to in section 1 does not cover damages caused to persons referred to in § 55 sections 1-3.
4. The provisions of § 58 Sec. 1 Items 4, 9-11, 14, 16, 18, 19, Sec. 2, § 59 and § 61 Sec. 1 and 3 shall apply.

**§ 57**

1. Notwithstanding the civil liability referred to in § 55, PZU - within the guarantee sum and up to the liability limit in the amount of PLN 10,000 - it provides cover also for damage caused by a household member who, at the moment of inflicting the damage, was a household member (hereinafter referred to as "the minor") when the person named in the policy as the insured or a household member obliged to supervise such minor has fulfilled this obligation or the damage would have occurred even if the supervision had been exercised with care.
2. The provisions of § 55 Sections 7 and 8, § 58, § 59 and § 61 shall apply.

**EXCLUSIONS OF LIABILITY**

– or what PZU is not responsible for in terms of liability insurance

**§ 58**

1. PZU is not responsible for damages:
- 1) intentionally caused;
  - 2) inflicted on a householder;
  - 3) caused to domestic servants during the performance of their assigned household support work;
  - 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 the law on counteracting drug addiction. This exclusion does not apply if such condition of the Insured did not affect the occurrence of the insurance accident. PZU assesses the condition of the Insured according to the laws of the country where 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;
  - 9) involving destruction, damage, loss or theft of: cash, securities, gift certificates, works of art, jewellery (excluding glasses and watches) hand), items made of precious metals or stones, items of antique, archival or unique nature;
  - 10) involving destruction, damage, loss or theft of documents, data carriers, data;
  - 11) caused by the slow action of temperature, gases, smoke, soot, sewage, mould, vibration and noise;
  - 12) those related to infringement of intellectual property rights, i.e. those arising from infringement of copyrights, licences, patents, trademarks or trade names;
  - 13) related to access to or use of computer networks or the Internet;
  - 14) arising as a result of acts of terrorism, acts of war, martial law, state of emergency, strikes, disturbances social issues;
  - 15) resulting from participation in strikes, riots, disturbances, protest actions, road blockades;
  - 16) resulting from the impact of nuclear energy, laser rays, maser rays, ionizing radiation, magnetic and electromagnetic fields, contamination of radioactivity;
  - 17) resulting from the necessity to take an action or omission as defined in an administrative decision;
  - 18) arising in the environment and consisting of its pollution or contamination;
  - 19) arising in a stand of forests or parks.
2. The insurance does not cover fines, contractual penalties, court and administrative fines, advance payments, claims for withdrawal from the agreement, claims for reimbursement of costs incurred on account of or in order to perform the agreement, punitive damages, which the insured is obliged to pay.
  3. Insurance coverage does not include claims that relate to violation of personal property other than human life and health.
  4. Insurance cover shall not include liability covered by compulsory insurance, as referred to in the Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau.
  5. Moreover, unless the scope of coverage has been extended, PZU shall not be liable for damages:
    - 1) the property which was used by the person named in the policy as the insured or household member on the basis of a hire, tenancy, usufruct, loan, leasing agreement or another similar form of using someone else's property. This exclusion does not apply to short-term (up to 90 days) use of rooms and their equipment during tourist trips, business trips, team-building trips or study trips;
    - 2) caused to the lessee in connection with non-performance or improper performance of the lease agreement;
    - 3) caused by owned aggressive dogs. **Aggressive dogs** are dogs of breeds recognised as aggressive by Polish law: 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;
    - 4) arising out of the ownership or use of horses;
    - 5) arisen from the possession or use of firearms, guns, paintball equipment and ammunition for such weapons or equipment;
    - 6) arising from participation in hunting;
    - 7) arising from the ownership or use of floating vessels;
    - 8) caused in connection with the ownership or use of motor vehicles which are not covered by the compulsory insurance of civil liability of motor vehicle holders.
6. Losses mentioned in section 5 shall be 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 the extension of insurance coverage referred to in section 5, PZU sets an additional insurance premium.

## COVERAGE

– how to determine the sum assured and what it covers

### § 59

1. The guarantee amount specified in the liability insurance constitutes the upper limit of PZU's liability with respect to all insurance accidents that occurred during the insurance period. If the insurance contract provides for a limit of PZU's liability for specific damage, that limit constitutes the upper limit of PZU's liability for such damage.
2. Each payment of indemnity or costs referred to in section 4 and § 61 section 1 item 1, shall cause reduction of the sum guaranteed and liability limits 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 prior to the date of supplementing the guaranteed sum, PZU remains liable up to the amount of the guaranteed sum prior to its supplementation.
4. Under the guarantee sum, 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 criminal proceedings, if the pending proceedings are related to establishing liability and where 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.

## DETERMINATION OF DAMAGES

– or how PZU determines the amount of indemnity

### § 60

1. Payment or acknowledgement of the claim referred to in § 61 section 2 by the Insured does not have legal effects towards PZU unless PZU gave its prior approval.
2. 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.

## ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

### § 61

1. If an insurance accident occurs, the policyholder or the insured is obliged to:

- 1) use the means available to him/her in order to save the object of insurance and prevent the loss or reduce its size. If the Policyholder or the Insured, due to intentional misconduct or gross negligence, did not apply the above measures, PZU is not liable for losses that occurred for that reason. PZU is obliged, within the limits of the guarantee amount, to refund the costs that resulted from 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 infringes this obligation, either intentionally or due to gross negligence, it may reduce indemnity accordingly, if the infringement 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 submits a claim for indemnity against the Insured, the Policyholder or the Insured is obliged to notify PZU immediately, but no later than within 7 days. If the above claim goes to court, the Policyholder or the Insured is obliged to notify PZU immediately, but not later than within 7 days of receiving the statement of claim. The Policyholder or the Insured is obliged to provide PZU with a court decision within a timeframe allowing PZU 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 size.
- 2) defence of the insured person with regard to criminal law and criminal offences
    - **an insured accident** is the first actual or alleged violation of criminal law or misconduct by the insured;
  - 3) protection of the legal interests of the insured with respect to administrative proceedings and proceedings before administrative courts - **insurance accident** in the case of proceedings initiated:
    - a) at the request of a party - is the first event that triggers the need to initiate administrative proceedings,
    - b) ex officio - is the moment when the administrative proceedings are initiated;
  - 4) protection of the legal interests of the insured with respect to contracts -
    - an insurance accident** in the case of:
      - a) disputes arising out of contracts, other than enforcement of claims under guarantees or warranties - is the first breach of the provisions of the contract which makes it necessary to protect the legal interest of the insured,
      - b) to assert claims under the guarantee or warranty - is the moment when the defect appears;
  - 5) the protection of the legal interests of the insured person relating to the possession, use, letting in use, leasing, letting, renting, lending property - the **insurance accident** is the first event that results in the necessity to protect the legal interests of the Insured;
  - 6) protection of the insured's legal interests in respect of inheritance law - **the insurance accident** is the death of the testator;
  - 7) protection of the legal interests of the insured with respect to labour and social insurance law - **an insurance accident** is the first event which results in a claim against the insured or for the insured with respect to labour or social insurance law;
  - 8) protection of the insured's personal data, including protection of the legal interests of the insured related to unauthorized use of his or her personal data (for example, when someone uses the stolen data of the insured to extort money or other property or to expose him or her to a loss of reputation) - **an insurance accident** is the first event that gives rise to the need to protect the legal interests of the insured.

## CHAPTER 7 LEGAL EXPENSES INSURANCE

### SUBJECT MATTER OF THE INSURANCE

– or what can be insured

#### § 62

1. Under legal protection insurance, PZU covers or reimburses the necessary and legally justified costs of protecting the legal interests of the natural person named in the policy as the Insured and of the household member, which are related to the performance of private life activities. The costs are necessary and legally justified if the protection of legal interests of the natural person indicated in the policy as
  - The Insured and his/her household members named in the policy, or the assertion of claims, are allowed under the applicable legal regulations. **Activities of private life** are activities which concern the private sphere, are not connected with professional activity and are not connected with the performance of official duties, paid work or practical vocational training outside the seat of the school, unless they refer to activities within the scope of the labour law or social insurance. 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.
2. PZU reimburses the costs mentioned in section 1, if the insurance accident described in § 63 occurred in Poland during the insurance period and is subject to Polish law.

### INSURANCE COVERAGE

– or what PZU is responsible for

#### § 63

1. Subject to § 66, PZU shall cover or reimburse the costs of legal protection, in particular in connection with
  - 1) the insured pursuing his or her own claims for compensation in the event of a claim for damages arising from a tort, the **insurance accident** is the first event that caused the loss to the insured;

In cases other than those mentioned above - the **insurance accident** is the first event which results in the necessity to protect the legal interests of the insured.

2. If several events or breaches mentioned in section 1 remain in causality with each other and it is necessary to protect the legal interest of the Insured, they shall constitute one insurance accident. In such a situation the moment of occurrence of this insurance accident is the occurrence of the first of these events or the occurrence of the first of these breaches.
3. Legal expenses insurance may be taken out in one of the following insurance variants: Legal Protection - Comfort or Legal Protection - Super. The selection of the option is made by the Policyholder.
4. Depending on the insurance option selected, the following costs of legal protection are covered (table below):

Insurance options	
Legal Protection Comfort	Super Legal Protection
<ul style="list-style-type: none"> <li>– costs of legal opinions</li> <li>– the costs of the fees of one advocate or legal adviser specified in § 65, whom the insured person has chosen</li> <li>– court costs in civil and criminal cases and costs of proceedings before administrative courts</li> </ul>	<ul style="list-style-type: none"> <li>– costs of legal opinions</li> <li>– the costs of the fees of one advocate or legal adviser specified in § 65, whom the insured person has chosen</li> <li>– court costs in civil and criminal cases and costs of proceedings before administrative courts</li> </ul>



Insurance options	
Legal Protection Comfort	Super Legal Protection
- costs of administrative proceedings	- costs of administrative proceedings - costs adjudged by a final court decision from the insured party in favour of the other party - the costs of enforcement proceedings, if the insured is the creditor - costs of the arbitration proceedings - costs of out-of-court mediation, if it was conducted with PZU's consent, and costs of court mediation - costs of property surety subject to paragraphs 5 and 6

- the costs of providing legal information relating to no more than 10 insurance accidents.

**Legal information is:**

- 1) sending model contracts or letters that are part of common legal transactions;
- 2) transmission of texts of current or archived legislation;
- 3) providing information on the applicable court procedures and the costs of conducting court proceedings;
- 4) providing information on legal regulations, jurisprudence, views of doctrine - in the scope of the reported legal problem.

5. Under Legal Protection Super, PZU covers, up to the amount of the sum insured, the costs of property surety (bail) provided by penal law to prevent the Insured from being temporarily arrested.
6. The Insured is obliged to return the security deposit to PZU within 12 months from the date of its payment at the latest. If the security deposit is waived, or if it is returned to the Insured, he/she is obliged to return the amount paid as a security deposit to PZU within 7 days. If the court decides to forfeit the security deposit, or part of it, or to set it off against the imposed penalty, the Insured is obliged to return the security deposit to PZU within 7 days from that ruling becoming final.

**THE INVOLVEMENT OF A SOLICITOR OR LEGAL ADVISER**

**§ 64**

1. The Insured shall have the right to freely choose an advocate or legal adviser to defend and represent his/her interests.
2. PZU may also recommend a lawyer or legal advisor to the Insured on a no-obligation basis.
3. The Insured is obliged - in the power of attorney granted to the attorney or legal counsel - to oblige him/her to keep PZU informed on the status of the case.
4. A legal counsel is liable only towards the Insured. PZU shall not be liable for the actions of an advocate or legal advisor.

**§ 65**

1. PZU covers the costs of remuneration of an advocate or legal advisor according to the following rules:
  - 1) for cases where the minimum rate exceeds PLN 360
    - to two times the minimum rate specified under the relevant provisions of law on fees for the activities of an advocate or legal adviser;
  - 2) for cases where the minimum rate does not exceed PLN 360
    - up to six times the minimum rate set under the relevant provisions of the law on fees for the activities of an advocate or legal adviser.

2. The rules described in paragraph 1 shall apply to the amount of the remuneration of the advocate or legal adviser for providing services at each stage of the protection of the insured's legal interests. However, for the entire period of the provision of services (the pre-court and court stage) a single remuneration determined in accordance with these principles is due in total.

**EXCLUSIONS OF LIABILITY**

- or what PZU is not responsible for

**§ 66**

PZU shall not be liable for the costs of legal protection which:

- 1) concern insurance accidents caused intentionally or which are directly connected with the commission of an intentional crime or offence;
- 2) shall apply to insurance accidents caused by the Insured being under the influence of alcohol or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute drugs, within the meaning of the regulations on counteracting drug addiction. This exclusion shall not apply if such condition of the Insured had no influence on the occurrence of the insurance accident;
- 3) concern disputes between the parties to a legal expenses insurance contract;
- 4) concern disputes between insured persons;
- 5) concern disputes between the Insured and PZU, PZU Life SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Zdrowie SA, PZU CO SA and the costs that the Insured incurred in proceedings in which it is likely that he/she acted to the detriment of PZU;
- 6) was covered under an insurance contract the insured had with another insurance company;
- 7) concern cases in the field of tax law, customs law, other public law charges, as well as in the field of penal and fiscal law and in the field of commercial law, commercial companies law, agency agreements;
- 8) concern matters of family and guardianship law;
- 9) concern matters related to the law of investment funds, bonds, securities;
- 10) concern matters relating to the law on associations, the law on trade unions;
- 11) result from the following agreements concluded by the Insured: suretyship, debt assumption, credit, loan, bank account, financial intermediation, life insurance with insurance capital fund;
- 12) concern restructuring proceedings, composition proceedings, reorganisation proceedings, bankruptcy proceedings;
- 13) result from employment contracts or other legal relationships that relate to the performance of functions of members of statutory bodies of legal persons;
- 14) concern cases related to the protection of copyrights, patent law, trademarks, other intellectual property rights, industrial property rights, competition law, the law that concerns the rules of competition;
- 15) concern press law matters;
- 16) are in connection with gaming, betting, futures or speculative transactions;
- 17) remain in connection with zoning plans, division, consolidation and expropriation of real estate, privatization, re-privatization, other transformations of ownership, proceedings for delimitation of real estate;
- 18) concern matters of construction law;
- 19) concern proceedings before the Constitutional Court and international tribunals;
- 20) are in connection with the driving or possession of motor vehicles;
- 21) remain in connection with the conscious concealment by the insured person of information or documents that may affect the manner in which legal assistance is provided;
- 22) apply to claims for improper performance of services by entities acting on behalf of PZU;

- 23) concern situations where the defence of the insured's interests is contrary to morality;
- 24) remain in relation to access to public information;
- 25) are related to the lengthiness of the proceedings;
- 26) arose as a result of the Insured's participation in strikes, riots, civil commotions, protest actions, road blockades.

#### SUM INSURED

– or how to determine the sum insured

##### § 67

1. The sum insured represents the upper limit of PZU's liability. It is determined for all insurance accidents that occurred during the insurance period, and for all the insured jointly. The sum insured amounts to:
  - 1) 500 PLN - for the Legal Protection - Comfort variant;
  - 2) PLN 30,000 - for the Super Legal Protection option.
2. Each time the costs are paid or reimbursed, it reduces the sum insured.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do when damage occurs

##### § 68

If an insurance accident occurs, the policyholder or insured is obliged to:

- 1) immediately notify PZU of the occurrence of an insurance accident, its circumstances and provide PZU with all information, documents, correspondence and evidence needed to establish the type and extent of benefit and allow the investigation to be conducted;
- 2) follow the PZU instructions;
- 3) inform PZU about the choice of an advocate or legal advisor;
- 4) cooperate with PZU in order to clarify the circumstances of the insurance accident and the reasons for the claim or damage;
- 5) before proceeding to court - at the request of PZU - conduct pre-litigation proceedings;
- 6) refrain from pursuing his or her claims in court until other proceedings pending which are related to the aforementioned claims have become final and binding. This shall not apply if the delay could result in the Insured's claims becoming time-barred;
- 7) at the justified request of the PZU, file only a request for a settlement attempt or a partial claim and abstain from with the assertion of remaining claims until a judgment has become final as to part of the claim;
- 8) not conclude a settlement if the PZU has not accepted it.

#### PAYMENT OF THE BENEFIT

– or how PZU determines the amount of benefit

##### § 69

1. Payment is based on the following evidence that proves that the insured has incurred costs or had an obligation to pay:

- 1) bills issued by a solicitor or legal adviser together with proof of payment;
- 2) court orders for payment;
- 3) final court decisions;
- 4) other documents that prove the relevance and amount costs incurred or to be incurred.
2. If the Insured covered the costs himself, subject to § 65, PZU reimburses them to the Insured up to the amount actually incurred, but no more than up to the amount of the sum insured. The basis for consideration of the reported claim is the submission to PZU of the evidence indicated in section 1, along with the information and documents that are necessary to establish the circumstances of the insurance accident, legitimacy of claims and amount of benefit.
3. If the amount of costs does not result from legal regulations, PZU covers them in the amount previously agreed with the Insured.
4. If the Insured was accused of having intentionally committed a crime or a misdemeanor and was acquitted by a final and binding verdict, PZU shall cover the costs in accordance with the General Conditions. This principle also applies to other legal proceedings if the refusal to provide insurance coverage was caused by an intentional violation of law by the Insured.
5. If the Insured selects an attorney or a legal advisor recommended to him/her by PZU without any obligation, PZU covers the costs on a cashless basis.

#### CHAPTER 8

##### HOME ASSISTANCE INSURANCE

##### SUBJECT MATTER AND SCOPE OF INSURANCE

– i.e. what can be insured and what PZU is responsible for

##### § 70

1. Under Home Assistance insurance, if the insurance accident specified in section 5 (table below) and § 73 occurs, PZU organizes and covers the costs of assistance services listed in sections 5, 6 and § 71 - § 73, if that insurance accident occurred during the insurance period:
  - 1) in the flat or detached house indicated in the policy - in the case of home assistance services referred to in section 5 and § 71;
  - 2) in Poland - in the case of medical assistance services referred to under section 5 and § 72 and personal data protection assistance service referred to under section 6 and § 73.
2. Assistance services are available to the person named in the policy as the Insured and the household member, except for assistance service personal data protection referred to in section 6 and § 73, which is available only to the person named in the policy as the Insured.
3. Assistance services are provided by PZU only in Poland through the Assistance Center. The **Assistance Center** is a unit operating for PZU, to which the Insured (or a person acting on his/her behalf) reports an insurance accident by telephone. The Assistance Center operates 24 hours a day, 7 days a week.
4. Home Assistance insurance may be taken in one of the following insurance variants: Super Plus variant or The selection of the variant is made by the Insured.
5. Depending on the insurance variant chosen, the Insured may benefit from the following assistance services (table below):

	Pos.	Insurance accident	Assistance service	Limits and availability of services		
				Super Plus variant	Super variant	Comfort variant
Assistance services home	1.	– door malfunction external – installation failure – contingency – overvoltage – devastation – burglary – loss of keys	intervention by a specialist	– up to PLN 500 for each intervention and		
			call information	unlimited	– up to 4 interventions during the insurance period	

	Pos.	Insurance accident	Assistance service	Limits and availability of services		
				Super Plus variant	Super variant	Comfort variant
Home assistance services	2.	installation failure	diagnosis of installation failure cause	<ul style="list-style-type: none"> <li>- up to PLN 200 for each diagnosis and</li> <li>- up to 2 diagnoses during the insurance period</li> </ul>		
	3.	<ul style="list-style-type: none"> <li>- installation failure</li> <li>- contingency</li> <li>- overvoltage</li> <li>- devastation</li> <li>- burglary</li> </ul>	hotel stay	<ul style="list-style-type: none"> <li>- service is provided until the apartment or single-family home is restored to a condition that permits continued occupancy; not to exceed:</li> <li>- for stay in hotel - up to PLN 3,000 per each insured event</li> <li>- for transport to the hotel - up to 500 PLN per each insured accident</li> </ul>		
			residence in an apartment foster	<ul style="list-style-type: none"> <li>- the service is provided until the flat or detached house is restored to a state making it possible to continue living there, but not longer than for 6 months from the day the replacement flat was made available to the Insured</li> <li>- not more than PLN 15,000 per accident insurance</li> </ul>		the service is not eligible
			protection of surviving property	<ul style="list-style-type: none"> <li>- supervision of property - it is carried out until the repair or installation of new property protection - up to PLN 2,000 per each insured accident</li> <li>- storage of property - up to PLN 1,500 for each insurance accident</li> </ul>		
			aid after the injury	<ul style="list-style-type: none"> <li>- cleaning up the remains after the damage - to PLN 2,000 for each insured event</li> <li>- securing surviving property - up to PLN 2,000 for each insured accident</li> <li>- transport and bringing in building or finishing materials - up to PLN 2,000 per each insured accident</li> </ul>		
	4.	burglary	advice from a security specialist anti-theft	up to PLN 500 for each consultation		the service is not eligible
	5.	appearance of: mice, rats, bedbugs, cockroaches, wasps' nests or hornets	rodent control or disinsectisation and removal of wasps' and hornets' nests	<ul style="list-style-type: none"> <li>- up to PLN 500 per intervention and</li> <li>- 1 intervention during the insurance period</li> </ul>		the service is not eligible
6.	failure of RTV/domestic appliances/PC	repair of RTV, household appliances, PC	<ul style="list-style-type: none"> <li>- up to 500 PLN for each insurance event</li> <li>- for 2 repairs, 2 transports (both ways) and 2 expert opinions during the insurance period</li> </ul>	the service is not eligible		
7.	software failure	remote IT support	- up to 12 repairs	the service is not eligible		
Medical assistance services	8.	<ul style="list-style-type: none"> <li>- emergency</li> <li>- unfortunate accident</li> </ul>	consultation	<ul style="list-style-type: none"> <li>- up to 300 PLN for a consultation and</li> <li>- 1 consultation during the insurance period</li> </ul>		the service is not eligible
			nursing care	<ul style="list-style-type: none"> <li>- up to 300 PLN per visit and</li> <li>- up to 2 visits during the insurance period</li> </ul>		
9.	<ul style="list-style-type: none"> <li>- unfortunate accident</li> <li>- householder's death</li> <li>- installation failure</li> <li>- contingency</li> <li>- overvoltage</li> <li>- devastation</li> <li>- burglary</li> </ul>	consultation with a psychologist	<ul style="list-style-type: none"> <li>- up to PLN 200 per consultation and</li> <li>- up to 10 consultations during the insurance period</li> </ul>		the service is not eligible	

- The Insured shall also be entitled to a personal data protection assistance service, in the case specified in § 90 section 9.
- The limits set out in section 5 constitute the upper limit of PZU liability and are set jointly for all the Insured.
- The rules of organizing individual assistance services are specified in § 71 - § 73.

#### HOME ASSISTANCE SERVICES

– i.e. a description of the home assistance services listed in the table above

#### § 71

1. The Insured is entitled to the **intervention of a specialist** when the apartment or detached house indicated in the policy is

damaged or destroyed as a result of an insurance accident or the Insured has lost the keys to it. The service includes organising and covering the costs of travel and labour of: a locksmith, electrician, plumber, glazier, gas fitter, heating equipment technician, air conditioning equipment technician, roofer, carpenter, bricklayer - to the extent necessary to repair the damaged property, and in case of loss of keys - to the extent of replacement of locks on external doors.

In Super and Super Plus variants, PZU also covers the costs of unnecessary parts or materials used for repair or replacement, except for: wash basins, toilet bowls, toilet cisterns with tanks, bathtubs, shower trays, gas and electric stoves for heating water, and radiators.

PZU does not guarantee that the parts or materials used for repair or replacement will be of the same quality as the defective elements.

2. **Diagnosis of the cause of installation breakdown** is available to the Insured in the event of installation breakdown which resulted in damage to the property situated in the flat or detached house indicated in the policy or in the likelihood of damage to such property. The service includes arranging for diagnosis of the cause of the installation failure and securing the installation in such a manner, to prevent damage to property that is  
The service will cover the cost of travel, labour and materials used to secure the installation. The service includes coverage for travel, labor and materials used to secure the installation and will be performed, unless access to the site of the installation failure has been denied.
3. **Telephone information** - depending on the type of insurance accident, the Insured may obtain information about the telephone numbers of public utility services, service providers (e.g. plumbers, glaziers, locksmiths, gas fitters, heating appliance technicians, air conditioning appliance technicians, electricians, roofers, painters, floor-layers, bricklayers), repair services, construction companies, repair firms or moving companies.
4. **The insured is entitled to hotel stay** if as a result of an insurance accident the flat or house indicated in the policy is damaged or destroyed to such an extent that the insured cannot continue to live there. The service includes the organization of the insured's stay at a hotel and covering the costs of this stay together with the costs of transport of the insured to and from the hotel.
5. The Insured shall be entitled to **stay in the substitute apartment** if as a result of an insurance accident the apartment or detached house indicated in the policy has been damaged or destroyed to such an extent that it will take longer than 5 days to restore the apartment or house to a state making it possible to continue living there (i.e. until the painting, wallpapering, parquet flooring or tiling has been completed, the water, sewage and central heating systems are working and the gas or electric cooker is connected).  
The fact that the apartment or house is no longer suitable for habitation should be confirmed by the appropriate services (for example, the fire brigade, building supervision or building administration).  
The service covers the costs of providing the Insured with a substitute apartment to satisfy their housing needs, whereby the location of such a substitute apartment does not have to correspond to the location of the apartment or house indicated in the policy, and its area, standard of finish and equipment may be different than that of the above apartment or house.  
Rental of the substitute apartment indicated by PZU is effected under a rental contract concluded between the Insured and the entity that rents the substitute apartment, and under the conditions set forth in that contract. If the lease contract requires the Insured to pay a security deposit to the lessor, PZU, at the request of the Insured, covers the costs of that deposit. After the termination of the rental contract, the Insured is obliged to return the deposit amount to PZU within 14 days from the date of its termination. PZU does not cover the costs associated with the use of the replacement apartment: maintenance costs (e.g. water, gas, electricity), telephone, Internet, television or other services provided to the Insured.

6. **Protection of salvaged property** - the service includes organization and coverage of costs:

- 1) **supervision of the property** which is situated in the flat or detached house indicated in the policy - if, as a result of an insurance accident, the protection of property specified in § 10 is damaged or destroyed in such flat or house;
- 2) **storage of property** which is located in the dwelling or single-family house named in the policy and which has been saved  
The Insured is entitled to this service if, as a result of an insurance accident, the flat or house indicated in the policy is damaged or destroyed to such an extent that further storage of the property in this flat or house may cause damage to it. The Insured is entitled to this service if as a result of an insurance accident the flat or house indicated in the policy is damaged or destroyed to such an extent that further storage of the property in this flat or house may cause damage or destruction.
7. The Insured is entitled to **assistance after a loss** if as a result of an insurance accident, the apartment or single-family house indicated in the policy is damaged or destroyed.  
The service includes organization and coverage:
  - 1) **to clean up after the damage;**
  - 2) **securing the property rescued** from the insured accident and located in the above apartment or house against further damage or destruction;
  - 3) **transport and bringing building or finishing materials** to the above flat or house, necessary to carry out repairs aiming at removing damages resulting from an insurance accident.
8. The Insured is entitled to consult a burglary prevention **expert if the burglary** occurred in the flat or house indicated in the policy. The service includes organizing and covering the costs of consultation with a burglary prevention expert on how to best secure the above apartment or house from burglary.
9. **Deratization or disinsectization** is available to the Insured when in the apartment or single-family house indicated in the policy mice, rats, bedbugs, cockroaches, wasps' and hornets' nests. The service includes organising and covering the costs of extermination or pest control as well as removal of wasps' or hornets' nests.
10. The Insured shall be entitled to the **repair of RTV, household appliances, PC equipment** if the RTV, household appliances, PC equipment has failed.  
**Home appliances** are TVs, players, recorders, Hi-Fi sets that:
  - 1) are owned or co-owned by the insured,
  - 2) are not used for gainful employment,
  - 3) at the date of conclusion of the insurance contract are not more than 5 years old from the date of manufacture and
  - 4) are powered from the mains only (i.e. battery or rechargeable battery operation is not possible).**Home appliances** include gas stoves, electric stoves, induction cooktops, ceramic cooktops, glass cooktops, ovens, microwave ovens, washing machines, washer-dryers, electric clothes dryers, refrigerator-freezers, freezers, dishwashers that:
  - 1) are owned or co-owned by the insured,
  - 2) are not used for gainful employment, and
  - 3) at the date of conclusion of the insurance contract are not more than 5 years old from the date of production.**PC hardware** are desktops, laptops that:
  - 1) are owned or co-owned by the insured,
  - 2) are not used for gainful employment, and
  - 3) at the date of conclusion of the insurance contract are not more than 5 years old from the date of production.**A failure of RTV, household appliances or PC equipment** is a sudden, unexpected damage which makes it impossible to use RTV, household appliances or PC equipment as intended, and which is not caused by improper use or improper maintenance of such equipment.  
The service includes the organisation and payment of travel costs and labor of a specialist, as well as covering the costs of necessary parts or materials used for the repair. If the repair in the apartment or detached house indicated in the policy is not possible, PZU organizes the repair in a service and covers its costs

(in total

(including the cost of necessary parts or materials used for repair), and the cost of transport of the equipment to and from the service station. If the cost of repair exceeds the actual value of the equipment (repair unprofitability), PZU organizes and covers only the costs of transport of the equipment to and from the service station, or travel of an expert to the above-mentioned apartment or house, as well as the cost of an expert opinion stating that the repair is unprofitable.

If the repair is covered by the manufacturer's warranty, PZU organizes and covers only the costs of transporting the equipment to the nearest authorized service center.

11. The Insured is entitled to **remote IT assistance** if there is a software malfunction in his/her computer equipment. **The computer hardware** is a desktop computer, laptop, tablet and printer, scanner which:

- 1) are owned or co-owned by the insured and
- 2) are not used for gainful employment.

**A software failure** is a sudden, unexpected, malfunction of software installed on computer hardware which makes the use of such software impossible. **Software shall mean** the operating system, computer programmes for which the Insured has a licence, if required, and which are not used for paid work. The service covers the organization and covering the costs of **remote computer assistance**, i.e.:

- a) install or uninstall software (including anti-virus software),
- b) updates to the version of the operating system or software,
- c) operating system or software configurations, including but not limited to mail,
- d) driver installation and printer or scanner configuration,
- e) removal of computer viruses,
- f) other activities necessary for remote repair of software failures.

Remote IT support is performed remotely by telephone or by an application that allows an IT specialist to connect with the computer equipment affected by a software failure. Service is executed if the Insured gives his/her consent to install the appropriate application on his/her computer equipment and for the IT specialist to connect to this equipment. The Insured gives his/her consent by accepting the message displayed on the monitor of this equipment. If a key or code is required for installation of software on computer hardware, the Insured shall provide it to the IT specialist. The service is provided 7 days a week, from 10:00 to 21:00, excluding public holidays.

## MEDICAL ASSISTANCE SERVICES

– i.e. description of medical assistance services listed in the table above

### § 72

1. The Insured is entitled to a **medical consultation** if he/she needs medical assistance due to an accident or a sudden illness. The service includes organization:
- 1) medical consultation with a general practitioner in the Insured's place of stay in Poland and covering the costs of the doctor's travel to that place and his/her fees, or
  - 2) consultation with the insured person's general practitioner at a medical facility designated by the Assistance Centre, and to cover the costs of the doctor's fees.

It is up to the insured to choose one of these services.

2. **Nursing care** is available to the Insured if, as a result of an accident or sudden illness, he/she requires the assistance of a nurse in order to carry out treatment ordered by the treating doctor. The service covers the cost of the nurse's visit to the insured's place of stay in Poland, the cost of the nurse's travel to the place of stay, the cost of carrying out the above treatment and the cost of the nurse's fee.
3. The Insured is entitled to **psychological consultation** when he/she needs psychological help due to an insurance accident. This service includes organising and covering the costs of insured's consultation with a psychologist at a medical institution

designated by the Assistance Centre and to cover its costs honorarium.

## ASSISTANCE SERVICE PERSONAL DATA PROTECTION

– i.e. description of the personal data protection assistance service

### § 73

1. Data protection is available to the insured if:
- 1) the insured has activated the service by calling the telephone number of the Assistance Centre indicated in the policy and by registering on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu> and
  - 2) an **insurance accident** occurred, which is independent of the insured person's will:
    - a) using his PESEL, for example, to extort credit or loans, or
    - b) loss or theft of identity document. **Document**

**Identity cards** are **identity** cards, passports and residence cards.

2. Registration at [https://www.bik.pl/aktywuj-](https://www.bik.pl/aktywuj-alerts-bik-pzu)

-alerts-bik-pzu is made through:

- 1) entering the following data of the insured person on this page: first name, surname, e-mail address, mobile telephone number, PESEL, series and number of identity document, its date of issue and validity, residential address;
- 2) confirmation of the insured's identity, at the insured's option, by:
  - a) registered letter, i.e. to the residential address given by the Insured as referred to in point 1 will be sent, via the Polish Post, a registered letter containing a verification code that will be used to complete the registration process, according to the process performed on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu> or
  - b) an identification transfer for the amount of PLN 1, i.e. the insured will have to make a transfer from his/her bank account for the amount of PLN 1 (which will not be refundable) to the account indicated in the registration process, in accordance with the process carried out on the website <https://www.bik.pl/activate-alerts-bik-pzu>. In this transfer, in the "sender of the transfer" field, the insured person will have to provide his/her data.

3. The service includes organization and coverage:

- 1) **monitoring the use of PESEL of the insured** and sending a notification to the e-mail address (via e-mail) or mobile phone number (via SMS) given by the insured when activating the service, when BIK or BIG receives a query about the data of the insured. The notification will contain the name of the institution where the application for a loan or credit was submitted using the data of the insured, and BIK hotline number where the insured will be able to get help in clarifying the matter. **BIK** is a Credit Information Bureau S.A. with its registered office in Warsaw. **BIG** is a subsidiary of BIK: Biuro Infor- macji Gospodarczej InfoMonitor S.A. with its registered office in Warsaw;
- 2) **credit reservation**, which consists in the Insured sending, via the account created during registration on the <https://www.bik.pl/aktywuj-alerty-bik-pzu> website, information to the institutions indicated in the "Credit Reservation" system, which deal with granting credits or loans, that no liabilities may be contracted using the Insured's data;
- 3) **reservation of the identity document** by the Insured, by means of an account created during registration on the <https://www.bik.pl/aktywuj-website-alert-bik-pzu>, the possibility of incurring liabilities using a lost or stolen identity document.

## EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

### § 74

1. PZU does not organize or cover the costs of assistance services:
- 1) if the insurance accident was caused intentionally or by gross negligence of the insured. This exclusion

does not apply if, in spite of gross negligence, the payment of damages is equitable under the circumstances. This exclusion does not apply to assistance medical services;

- 2) if the insurance accident was caused intentionally by a person with whom the insured remains in the common household. This exclusion does not apply to medical assistance services;
  - 3) if the insured accident is caused by a prolonged and progressive leakage in the installation or by the penetration of groundwater;
  - 4) consisting of repairs covered by the manufacturer's warranty;
  - 5) provided because of the damage:
    - a) light bulbs, fuses, faucets, which are elements of fittings,
    - b) of an aesthetic nature,
    - c) underground pipes, sewage systems, water mains or underground power lines,
    - d) machinery or equipment that is used to run the business and its connection to the electrical or plumbing system;
  - 6) resulting from natural wear of parts or consumables;
  - 7) involving maintenance of installations;
  - 8) resulting from improper installation, repair, alteration or construction changes made by the Insured which are contrary to the manufacturer's instructions;
  - 9) provided due to lack of internet access;
  - 10) related to software failure:
    - a) caused by illegal software or originated in illegal software,
    - b) about computer games;
  - 11) related to the lack of compatibility of hardware and software components or resulting from the installation of software without valid licenses;
  - 12) arising in connection with breaking (crashing) or cracking of RTV, household appliances or PC equipment or elements thereof;
  - 13) related to the purchase of licenses, software;
  - 14) related to data recovery.
2. PZU does not organize and does not cover the costs of assistance service personal data protection if:
- 1) the insured did not activate this service in the manner indicated in § 73.1.1 and § 73.2;
  - 2) the e-mail address or mobile phone number given by the insured when activating this service in the manner indicated in § 73 section 1 point 1 and section 2 is not active.
3. PZU shall not be liable for loss of data in computer hardware due to software failure or in PC hardware due to software failure.
4. PZU does not organize and does not cover the costs of assistance services if the insurance accident occurred due to the Insured remaining in a state:
- 1) intoxicated or
  - 2) after using alcohol or
  - 3) under the influence of narcotic drugs, psychotropic substances, new psychoactive substances or substitute drugs, within the meaning of the regulations on counteracting drug addiction.
- This exclusion shall not apply if such condition of the insured had no influence on the occurrence of an insured accident.
5. PZU's liability excludes the costs of assistance services incurred by the Insured without the consent of the Assistance Center. This does not apply if contacting the Assistance Center in the manner described in § 75 was not possible - then the provisions of section 6 apply.
6. PZU reimburses the costs of assistance services that the Insured organized and covered on his/her own, only if the Insured (or

person acting on his/her behalf) for reasons beyond his/her control was not able to contact the Assistance Center in the manner described in § 75. In such a situation PZU reimburses the costs incurred by the Insured up to the amount actually incurred, but no more than up to the liability limit for the given assistance service defined in § 70 section 5. If such a limit has not been set - up to the maximum amount corresponding to the average price for that type of service as per § 70 section 5.

the area where the service was performed. The Insured (or a person acting on his/her behalf) is obliged to state the reason for his/her inability to contact the Assistance Center. The claim shall be considered on the basis of the Insured submitting named bills and proof of payment for the performance of the assistance service.

## **ACTION IN THE EVENT OF AN INSURANCE ACCIDENT**

– what to do if there is an accident

### **§ 75**

To use assistance services referred to in § 70 section 5, the Insured (or a person acting on his/her behalf) should notify the Assistance Centre about the insurance accident by calling the helpline number indicated in the policy and specifying:

- 1) the name of the insured;
- 2) the address of the place of insurance;
- 3) the telephone number where the Assistance Centre can contact the insured (or the person acting on his/her behalf);
- 4) a description of the insurance accident and the type of assistance needed.

## **CHAPTER 9**

### **INSURANCE HEALTH ASSISTANT**

#### **SUBJECT MATTER AND SCOPE OF INSURANCE**

– i.e. what can be insured and what PZU is responsible for

### **§ 76**

1. Under health assistance insurance, PZU organizes and covers the costs of health care services if:
  - 1) the **insurance accident**, which is a personal accident, occurred during the insurance period in Poland or abroad and
  - 2) the insurance accident resulted in orthopaedic injury of a person named in the policy as the insured or of a relative of a person named in the policy as the insured who lives in the same household as the insured and
  - 3) there was a need for continued treatment for this orthopedic injury.

**An orthopedic injury** is the following bodily injury or disorder:

- bone fracture: upper limb, lower limb, chest, scapula, clavicle, spine, pelvis,
- a tear or rupture of a muscle,
- A tear or rupture of a tendon,
- Tearing or rupture of a ligament in the joints of the limbs.

2. Health services are provided exclusively in Poland in PZU Zdrowie units or in other entities providing medical services indicated by PZU Zdrowie.

**A PZU Health facility** is a health care provider that provides health care services.

**A health care service** is a medical service listed in paragraph 3 (table below) that a health care professional performs because of the need to continue treatment for an orthopedic injury.

3. The Insured is entitled to the following health benefits:



Pos.	Health services	Limits
1.	<p><b>Physician consultation and physiotherapist consultation:</b></p> <ul style="list-style-type: none"> <li>- is carried out without a referral from a doctor</li> <li>- does not include consultation with a doctor who holds a post-doctoral degree or a professorial title</li> <li>- <b>includes:</b></li> </ul> <p><b>a) an outpatient consultation that:</b></p> <ul style="list-style-type: none"> <li>- is conducted by a doctor: orthopedist - traumatologist, general surgeon, or by a physiotherapist</li> <li>- in accordance with the profile of a given medical specialty, physical examination, i.e. physical examination of the patient, physical examination, i.e. taking medical history, making diagnosis, recommendations regarding the treatment method and issuing e-prescriptions, e-ZLA and referrals related to further diagnostic and treatment procedures</li> </ul> <p><b>b) a telemedicine consultation that:</b></p> <ul style="list-style-type: none"> <li>- is conducted by a doctor: orthopedist - traumatologist, general surgeon</li> <li>- is done by telephone, chat or video chat, without direct physical examination</li> <li>- in accordance with the profile of a given medical specialty, subjective examination, i.e. taking medical history, making a diagnosis, recommendations regarding the treatment method and issuing e-prescriptions, e-ZLA and referrals related to further diagnostic and therapeutic procedures</li> </ul>	2 of these consultations
2.	<p><b>Diagnostic test:</b></p> <ul style="list-style-type: none"> <li>- is carried out on the basis of a referral from a doctor</li> <li>- <b>includes:</b></li> </ul> <p><b>a) radiological diagnostics:</b></p> <ul style="list-style-type: none"> <li>- Chest X-ray - anteroposterior view - Wrist X-ray - anteroposterior, lateral view and lateral and oblique rib - X-ray of the epiphyseal bone</li> <li>- X-ray of the Sternum X-ray - hand X-ray - anteroposterior and oblique views</li> <li>- X-ray of cervical spine - anteroposterior view - X-ray of fingers - anteroposterior, lateral view and lateral and oblique anteroposterior projection - X-ray of the pelvis X-ray of the hip joint - anteroposterior and axial projection - X-ray of sacroiliac joint - projection and oblique projection - X-ray of the thigh - anteroposterior and radiograph of the knee joint - anteroposterior view lateral X-ray of the patella - anteroposterior and axial views anteroposterior projection - RTG of the lower leg - projection - RTG of the ankle joint - anteroposterior lateral views X-ray of the calcaneus - lateral and axial projection anteroposterior projection - X-ray of the foot -</li> <li>- X-ray of the thoracic spine - Posterior and lateral -</li> <li>- X-ray of lumbosacral spine - anteroposterior and lateral anteroposterior</li> <li>- X-ray of the sacrococcygeal bone (caudal) - lateral projection anteroposterior and lateral</li> <li>- X-ray of the clavicle,</li> <li>- X-ray of the shoulder -</li> <li>- RTG of the shoulder joint - anteroposterior, lateral, axial and oblique projection</li> <li>- X-ray of the humerus (arm) - anteroposterior and posterior and lateral -</li> <li>- X-ray of the elbow joint - anteroposterior, lateral and oblique projection anteroposterior and lateral X-ray views of toes oblique views anteroposterior and lateral X-ray views of the toe</li> <li>- X-ray of the forearm bones - anteroposterior and oblique views anteroposterior and lateral X-ray views of the toe</li> </ul> <p><b>b) ultrasound diagnostics:</b></p> <ul style="list-style-type: none"> <li>- USG of the shoulder joint - USG of the ankle joint</li> <li>- Ulnar joint ultrasound - Finger ultrasound</li> <li>- Wrist joint ultrasound - Muscle ultrasound</li> <li>- Hip joint ultrasound - Tendon ultrasound</li> <li>- Ultrasound of the knee joint</li> </ul>	2 of these tests
	<p><b>Rehabilitation treatments:</b></p> <ul style="list-style-type: none"> <li>- are carried out on the basis of a referral from a doctor</li> <li>- <b>include:</b></li> </ul>	

3.

- Passive exercises
- Active weight-bearing exercises
- Free active exercises
- Active exercises with resistance
- Active passive and assisted exercises
- Isometric exercises
- General fitness exercises
- Special exercises
- Short-wave diathermy
- Microwave diathermy
- Electrostimulation
- Mobilizations and manipulations, neuromobilizations
- Diadynamic currents
- Hydrotherapy treatments - hot, cold hydrocolator
- Iontophoresis
- TENS currents
- Trabert currents
- Sollux

- Fango
- Electroplating
- Bubble bath/partial whirlpool bath
- Bubble/whirlpool bath of the limbs
- Spot laser therapy
- Magnetotherapy
- Total hydro massage
- Local hydro massage
- Underwater massage
- Partial dry massage
- Neuromuscular re-education methods
- Polarized light
- Local ultrasound
- Ultraphonotherapy / phonophoresis
- Cryochamber treatments
- Local cryotherapy
- Terapuls
- Kinesiotaping (dynamic plastering)

30 rehabilitation procedures from among the following

4. Health benefits are provided on the basis of a decision issued by PZU on the Insured's ability to use a health benefit.
5. The limits set forth in section 3 constitute the upper limit of PZU liability and are set separately for each Insured for each insurance accident.
6. The Insured (or the person acting on his/her behalf) is obliged, within 12 months of the occurrence of an insurance accident, to notify PZU of the insurance accident and of the need for continued treatment of the orthopedic injury in the manner set forth in § 79.1.
7. The insured can benefit from health services by 12 months from the date of receiving the decision referred to in § 79 section 3.
8. The rules for the provision of health care services are set out in sections 3-4 and § 79.

#### EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

##### § 77

1. PZU does not organize and does not cover costs of health care services resulting from insurance accidents that occurred:
  - 1) when the Insured was under the influence of alcohol or after using intoxicants, psychotropic substances, new psychoactive substances or substitute drugs within the meaning of regulations on counteracting drug addiction. This exclusion does not apply if such condition of the Insured had no impact on the occurrence of the insurance accident. PZU assesses the condition of the Insured according to the laws of the country where the insurance accident occurred;
  - 2) due to the fact that the insured self-harmed or attempted suicide;
  - 3) while the insured is driving a motor vehicle or a vehicle other than a motor vehicle, if the insured was not to do so. This exclusion does not apply if the lack of driving privileges had no influence on the occurrence of the insurance accident;
  - 4) as a result of the performance of medical procedures, regardless of who performed them. This exclusion does not apply if the performance of these procedures did not affect the occurrence of the insured accident;
  - 5) as a result of the insured's involvement in a fight. This exclusion does not apply when the insured acted in necessary defense;
  - 6) as a result of the insured practising professional sports;
  - 7) as a result of practicing high level sports by the insured risks.
2. PZU does not organize and does not cover the costs of medical services that resulted from illnesses or conditions, even those that occur suddenly or were revealed only after a personal accident, or which are the cause of a personal accident. If the cause of the insurance accident is both a disease or medical condition and an external cause, PZU's liability covers orthopedic injury which is the consequence of an external cause. If it cannot be determined which orthopedic injuries are exclusively the consequence of the external cause, PZU assumes that they are the result of an external cause.

#### DETERMINATION OF BENEFITS

– or how PZU determines the amount of benefits

##### § 78

1. The types of medical benefits to which you are entitled are determined after it is determined that there is a normal causal relationship between the insured accident and the orthopedic injury.

2. Determination of normal causation referred to in paragraph 1 and of the medical benefits to which they are entitled shall be made on the basis of the documents or information specified in § 79.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do if there is an accident

##### § 79

1. In order to use a healthcare benefit, the Insured (or a person acting on his/her behalf) should notify PZU of the following of the insurance accident and the need for continued treatment of the orthopedic injury by calling the helpline number shown on the policy and:
  - 1) deliver the PZU:
    - a) medical records, i.e. records which contain a description of the Insured's health condition or information about the diagnostic and therapeutic procedures performed, prepared by entities providing medical aid, medical professionals and other persons participating in providing such aid. The medical documentation must confirm that the Insured suffered an orthopedic injury as a result of an insurance accident during the insurance period,
    - b) other documents necessary to establish the legitimacy of the claim and the type of benefit;
  - 2) allow PZU to obtain information on the circumstances described in the documents mentioned under item 1, in particular from the doctors who attended the Insured, both before and after the insurance accident.
2. PZU reserves the right to verify the evidence provided and to seek expert medical opinion.
3. After reporting the occurrence of an insurance accident in the manner described in section 1, PZU issues a decision on the Insured's eligibility for medical benefits and provides it to the Insured.
4. In order to arrange a health care service, after receiving the decision described in section 3, the insured (or a person acting on his/her behalf) should contact PZU Zdrowie by calling the telephone number indicated in the aforementioned decision.
5. Waiting time for medical consultation and physiotherapist consultation is up to 5 business days - from the date of contacting PZU Zdrowie in the manner described in section 4.
 

**A business day** is a day from Monday to Friday, excluding public holidays.

The insured may designate himself/herself a PZU Zdrowie facility, another entity providing medical services, a physician designated by PZU Zdrowie, or a date of medical consultation - however, in that case the waiting time for the provision of healthcare services may be extended.

The time of providing the remaining healthcare services is determined individually with the Insured (or a person acting on his/her behalf), taking into account the availability of a given healthcare service in the PZU Zdrowie clinic or in other entities providing medical services indicated by PZU Zdrowie.
6. If the Insured (or a person acting on his/her behalf), in order to obtain a health care service could not, for reasons beyond his/her control (for example due to the failure of the PZU or PZU Zdrowie hotline), contact PZU or PZU Zdrowie in the manner described in sections 1 and 4 and on his/her own organized and covered the costs of that health care service, PZU reimburses him/her for those costs, up to the maximum amount that corresponds to the average price of providing that type of health care service in the territory where that health care service was provided. The Insured (or a person acting on his/her behalf) is obliged to provide the reason for the inability to contact PZU or PZU Zdrowie. The basis for consideration of the claim submitted is the presentation by the Insured of personal bills and evidence of their payment for the provision of health care services.

**CHAPTER 10 ACCIDENT INSURANCE**

**SUBJECT MATTER AND SCOPE OF INSURANCE**

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

**§ 80**

1. The subject of accident insurance are the consequences of an insurance accident that happened during the insurance period, in Poland or abroad, to the person named in the policy as the insured (in the section on accident insurance). **An insurance accident** is an accident, epilepsy attack, fainting.
2. The insurance shall cover the following **consequences of the insurance accident** referred to in section 1
  - 1) death;
  - 2) bodily injury or health disorder.
3. Moreover, the subject of the **accident** insurance is the fact of occurrence of an **insurance accident** in the form of heart attack or intracranial hemorrhage, as well as death resulting from this insurance accident, if a heart attack or intracranial hemorrhage occurs in the Insured who is under 30 years of age on the first day of the insurance period.

4. For an additional premium, the insurance coverage may be extended by the mere fact of an insured accident in the form of a heart attack or an intracranial hemorrhage and by death resulting from this insured accident if the insured at the first day of the insurance period:
  - 1) over the age of 30 but under the age of 65;
  - 2) is at least 65 years old and has been insured with PZU for at least the last 2 years for heart attack or intracranial hemorrhage.

**TYPES AND LEVEL OF BENEFITS**

– i.e. what benefits PZU pays out

**§ 81**

1. Personal accident insurance can be taken out in one of the following insurance variants: Standard variant or in the Standard Plus variant. The selection of the variant is made by the Policyholder separately for each Insured. Depending on the insurance variant chosen, the following benefits are available:

Pos.	Standard variant	Standard Plus variant
1.	death grant	death grant
2.	benefits in respect of personal injury or disorder of health listed in paragraph 4 (table below)	benefits in respect of personal injury or disorder of health listed in paragraph 4 (table below)
3.		reimbursement of medical expenses

The above benefits, including the reimbursement of costs, shall be provided in accordance with the rules set out in paragraphs 2 to 11.

2. Moreover, regardless of the selected insurance variant, the following benefits shall be due, if the insurance agreement covers these benefits, according to § 80 items 3 and 4:
  - 1) benefit for death as a result of heart attack or intracranial hemorrhage;
  - 2) benefit for the occurrence of a heart attack or intracranial hemorrhage.
3. The death benefit is payable for death resulting from an accident, epilepsy attack,

fainting - in the amount of 100% of the sum insured. This benefit shall be granted if death occurred not later than within 24 months counted from the day when the insurance accident occurred.

4. Benefit in respect of bodily injury or health disorder shall be payable for bodily injury or health disorder as specified under "Type of bodily injury or health disorder" and in the amount equal to the product of the percentage of the sum insured specified under "% of sum insured" and the sum insured (table below):

Pos.	Type of bodily injury or health disorder	% of the sum insured
<b>A</b>	<b>MOUNTAIN COIN</b>	
<b>1)</b>	<b>Loss of</b>	
a)	at the level of the shoulder-blade joint or the arm	80%
b)	at the level of the elbow joint or forearm	60%
c)	at wrist level	55%
d)	at metacarpal level	50%
e)	of the first finger (thumb) with interphalangeal joint	25%
f)	of the second finger (index finger) with two interphalangeal joints	20%
g)	III, IV, V fingers with two interphalangeal joints	10% per finger
h)	of all fingers of one hand as a result of one insurance accident	50%
<b>2)</b>	<b>Fractures</b>	
a)	within the shoulder	8%
b)	within the clavicle	7%
c)	within the humerus	10%

Pos.	Type of bodily injury or health disorder	% of the sum insured
d)	in the forearm bones (one or both)	7%
e)	in the carpal bones (one or more)	5%
f)	in one or more metacarpal bones	5%
g)	within the bones of the first finger (thumb)	6%
h)	within the bones of the second (index) finger	5%
i)	within the bones of one or more fingers of fingers III, IV, V	3% per finger
<b>3)</b>	<b>Sprains/strains</b>	
a)	of the shoulder-scapular joint	6%
b)	of the elbow joint	4%
c)	wrist	4%
<b>The Insured shall only be entitled to one benefit for the above sprain of the same joint, regardless of how many of these insurance accidents occurred during the period of insurance.</b>		
<b>B</b>	<b>LOWER LIMB</b>	
<b>1)</b>	<b>Loss of</b>	
a)	at the level of the hip or thigh joint	80%
b)	at the level of the knee or shin joint	60%
c)	at tarsal level	50%
d)	at the metatarsal level	40%
e)	of the first toe with interphalangeal joint	20%
f)	fingers II, III, IV, V	5% per finger
<b>2)</b>	<b>Fractures</b>	
a)	within the femur	15%
b)	in the lower leg bones (one or both)	8%
c)	within the patella	7%
d)	in one or more tarsal bones	7%
e)	in one or more metatarsal bones	5%
f)	within the bones of the first toe	4%
g)	within the bones of one or more fingers II, III, IV, V	2% per finger
<b>3)</b>	<b>Sprains/strains</b>	
a)	hip	15%
b)	of the knee joint	5%
c)	ankle	5%
<b>The Insured shall be entitled to only one benefit for the above sprain of the same joint regardless of how many of these insurance accidents occurred during the insurance period.</b>		
<b>C</b>	<b>SIGHT GOVERNMENT</b>	
1)	total loss of vision in 1 eye	50%
2)	total loss of sight in both eyes as a result of one insurance accident	100%
<b>D</b>	<b>THE HEARING ORGAN</b>	
1)	total loss of hearing in 1 ear	50%
2)	total loss of hearing in both ears as a result of one insurance accident	100%
3)	total loss of the auricle	15%

Pos.	Type of bodily injury or health disorder	% of the sum insured
<b>E</b>	<b>THE SPEECH ORGAN</b>	
	total loss of speech	100%
<b>F</b>	<b>HEAD</b>	
1)	total loss of nose	25%
2)	total loss of permanent teeth	5% per tooth, up to a maximum of 20% in total
3)	fracture of one or more skull bones	6%
4)	fracture of a permanent tooth	2% per tooth, up to a maximum of 16% in total
<b>G</b>	<b>CHEST</b>	
1)	fractures in the sternum	8%
2)	rib fractures (one or more)	5%
<b>H</b>	<b>KINDNESS</b>	
1)	total paresis of one or more limbs	80%
2)	fractures within a single vertebra	5% per circle, up to a total maximum of 15%
3)	tailbone fractures	5%
<b>I</b>	<b>MIEDNICA</b>	
1)	fracture of one or more pelvic bones (pubis, hip, ischium)	8%
2)	fracture of the sacrum	5%
<b>J</b>	<b>INTERNAL ORGANS</b>	
1)	total loss of spleen	25%
2)	total loss of one kidney	50%
3)	total loss of uterus or penis	50%
4)	total loss of an ovary or testicle	25%
<b>K</b>	<b>BURNS</b>	
1)	2nd degree burns (calculated for each percentage of body surface area)	1%
2)	3rd degree burns (calculated for each percentage of body surface area)	2%
<b>L</b>	<b>REFRIGERATIONS</b>	
	frostbite of II degree or higher - more than one finger or toe, nose or ear frostbite	5%

5. Benefit due to bodily injury or health disorder shall be paid if bodily injury or health disorder occurred not later than within 24 months from the day of the insurance accident.
6. If as a result of an insurance accident more than one bodily injury or disorder of health occurs, which are listed under section 4 (table above) - the amount of benefit for bodily injury or disorder of health consists of the sum of benefits due for each bodily injury or health disorder, but not more than the sum insured.
7. If PZU pays benefit for bodily injury or health disorder, and then within 24 months from the date of occurrence of the insurance accident the Insured dies as a result of that accident, PZU pays benefit for death less the amount previously paid for bodily injury or health disorder.
8. Medical expenses are reimbursable up to 20% of the sum insured, and if:
  - 1) incurred in connection with the treatment of the consequences of the insurance accident (for example, consequences of a tick bite, dog bite or traffic accident). In the event of an attack of epilepsy or fainting, only the costs incurred in connection with the treatment of bodily injury or health disorder which are listed in section 4 (table above) resulting from the attack or fainting shall be reimbursed;
  - 2) were medically justified;
  - 3) the need to incur them arose not later than within 24 months from the date of the insurance accident and in case of rehabilitation - not later than within 6 months from the date of the insurance accident.
9. **Medical costs** are costs:
  - 1) medical consultations;
  - 2) diagnostic tests ordered by doctors;
  - 3) outpatient treatment (examinations ordered by a doctor, treatments);
  - 4) hospital treatment (tests, treatments);

- 5) rehabilitation;
  - 6) medicines, dressing materials, medical devices - recommended by a doctor;
  - 7) transport of the Insured from the place of the accident or from the place of the Insured's stay immediately after the accident to the place of first medical aid.
10. The benefit for death due to heart attack or intracranial hemorrhage shall be paid for death resulting from this insurance accident in the amount of 100% of the sum insured. The benefit shall be paid if the death occurred not later than within 24 months from the date of heart attack or intracranial hemorrhage.
11. The benefit for the occurrence of heart attack or intracranial hemorrhage shall amount to 20% of the sum insured. The Insured shall be entitled to only one above-mentioned benefit regardless of the number of such heart attacks or intracranial hemorrhages which occurred during the insurance period.
3. PZU shall not be liable for the consequences of illnesses or conditions, even those occurring suddenly or revealed only following a personal accident or which are the cause of a personal accident. This exclusion does not apply to the consequences of an epilepsy attack, fainting, heart attack, intracranial hemorrhage, if the agreement covers this insurance accident. If the cause of the insurance accident is both an illness or a medical condition, as well as an external cause, the PZU liability covers bodily injury, health disorder or death resulting from the external cause. If it cannot be determined what bodily injury, health disorder or death are exclusively the result of an external cause, PZU assumes that they are the result of an external cause.
4. The liability of PZU does not include compensation for pain, physical and moral suffering.

#### SUM INSURED

– or how to determine the sum insured

#### § 83

The sum insured is determined by the Policyholder separately for each Insured. The sum insured is the amount on the basis of which PZU sets the benefit or reimbursement amount.

#### DETERMINATION OF BENEFITS

– or how PZU determines the amount of benefits

#### § 84

- 1. The types and amount of benefits to be paid shall be determined after establishing that there is a normal causal link between the insurance accident and its consequences.
- 2. Normal causation and the nature and amount of benefits shall be established on the basis of documents or information specified in § 89.

#### § 85

At the request and expense of PZU, the Insured is obliged to undergo additional medical examinations or examinations by doctors indicated by PZU, which are necessary to determine the legitimacy of the claims submitted. Regardless of the benefits covered by insurance, PZU reimburses the Insured for the necessary documented travel expenses incurred for the purpose of those examinations.

#### § 86

If the Insured was covered by insurance protection on the basis of several personal accident insurance agreements, he shall be entitled to benefits from each agreement. However, medical costs shall be reimbursed up to the amount of actual costs, however, up to the maximum amount of sums insured or limits which result from the insurance agreements concluded.

#### § 87

- 1. PZU pays benefits to the Insured, or if he/she is a minor or incapacitated - to the legal representative. PZU reimburses medical costs to the person who incurred them.
- 2. Death grant or death benefit following a heart attack or intracranial hemorrhage, PZU pays the beneficiary. **The beneficiary** is the person whom the Insured indicates to PZU as authorized to receive benefits due to death. If there is no beneficiary, the benefit is paid to the persons indicated below in the following order:
  - 1) to a spouse;
  - 2) to the children in equal shares. If one of the children dies before the death of the insured, the share which would have been due to this child falls to the other children in equal parts;
  - 3) to the parents - in equal shares or in full to one of them if the other parent died before the insured person's death or if only one of them has parental authority. If neither parent has custody parental responsibility or if the parents are unknown, and for the insured

#### EXCLUSIONS OF LIABILITY

– or what PZU is not responsible for

#### § 82

- 1. PZU shall not be liable for:
  - 1) habitual (recurrent) joint dislocations;
  - 2) pathological, marching bone fractures.
- 2. PZU shall not be liable for the consequences of insurance accidents if such accidents occurred:
  - 1) when the Insured was under the influence of alcohol or after using intoxicants, psychotropic substances, new psychoactive substances or substitute drugs within the meaning of regulations on counteracting drug addiction. This exclusion shall not apply if such condition of the Insured had no influence on the occurrence of an insurance accident.  
PZU assesses the condition of the Insured according to the law of the country where the insurance accident occurred;
  - 2) as a result of intoxication of the Insured caused by alcohol consumption, use of narcotics, psycho-tropic substances, new psychoactive substances or substitute agents, as defined in the regulations on counteracting drug addiction;
  - 3) in connection with the fact that the insured committed or attempted suicide or self-harm;
  - 4) while the Insured is driving a motor vehicle or a vehicle other than a motor vehicle, if the Insured was not authorized to do so. This exclusion does not apply if the lack of driving privileges did not influence the occurrence of an insurance accident;
  - 5) as a result of the performance of medical procedures, regardless of who performed them. This exclusion shall not apply where  
The fact that these procedures were followed had no effect on the occurrence of the insurance accident;
  - 6) as a result of the insured's participation in a fight. This exclusion does not apply if the insured acted in necessary defense;
  - 7) during intentional committing or attempted committing of a crime by the Insured;
  - 8) as a result of the insured practising professional sports;
  - 9) as a result of practising high-risk sports by the Insured;
  - 10) as a result of nuclear, chemical or irradiation contamination;
  - 11) as a result of acts of terrorism, acts of war, martial law or a state of emergency;
  - 12) as a result of the insured's active participation in strikes, riots, disturbances, protest actions, road blockades or sabotage. This exclusion does not apply when the Insured's participation in strikes, riots, disturbances, protest actions, road blockades resulted from performing his/her official duties.

established guardianship - the benefit is paid to legal guardians according to the same rules as for parents;

- 4) natural persons created by law to inherit - in the portions which accrue to them according to the provisions of the Civil Code governing intestate succession.

Payment of a benefit to a person or persons who are designated in a higher category excludes payment of a benefit to a person or persons who are designated in a lower category (the highest category being point 1).

3. The Insured may designate or change a beneficiary at any time.
4. If there is no beneficiary, PZU refunds - within the limits of the sum insured - documented funeral costs of the Insured to the person who incurred those costs, from the death benefit due, or death benefit due to a heart attack or intracranial hemorrhage. PZU reimburses those costs only if they were not covered by other insurance or for other reasons.
5. PZU pays benefits exclusively in zlotys.
6. PZU reimburses the costs of treatment on the basis of bills and proof of payment, up to the amount of actual costs, however, up to a maximum of 20% of the sum insured. Medical costs incurred outside Poland shall be reimbursed in Polish zlotys at the average exchange rate of the National Bank of Poland (NBP) applicable on the day of determining the indemnity.

#### § 88

If the Insured dies, but not as a result of an insurance accident and before receiving benefits for bodily injury or health disorder, PZU pays that benefit to the heirs of the Insured. If the bodily injury or health disorder was not established before the Insured's death, PZU assumes the probable type of bodily injury or health disorder, which it determines on the basis of the submitted medical documentation.

#### ACTION IN THE EVENT OF AN INSURANCE ACCIDENT

– what to do if there is an accident

#### § 89

1. If an insurance accident occurs, the insured is obligated to:
  - 1) try to mitigate its effects by receiving prompt medical care and prescribed treatment;
  - 2) notify PZU about it and deliver it:
    - a) description of the causes and course of the insurance accident,
    - b) medical records, i.e. records which contain a description of the Insured's health condition or information about the diagnostic and therapeutic procedures performed, prepared by providers of medical assistance, medical professionals and other persons participating in providing such assistance. The medical documentation must confirm that the Insured suffered bodily injury or health disorder as a result of an insurance accident during the insurance period or, that he has suffered a heart attack or an intracranial haemorrhage during the period of insurance, as long as that heart attack or hemorrhage is covered,
    - c) receipts and proof of payment for medical expenses, if covered by insurance,
    - d) document that entitles to drive a vehicle if the Insured was driving the vehicle at the time of the insurance accident,
    - e) other documents necessary to establish the legitimacy of the claim, type and amount of benefit,
  - 3) allow PZU to obtain information on the circumstances described in the documents listed under item 2, in particular from the doctors who were taking care of the Insured both before and after the insurance accident.
2. If the Insured dies as a result of an insurance accident, the beneficiary is obliged to present the following information to PZU:
  - 1) a copy of the insured person's death certificate and statistical death card or medical documentation (if the insured person is entitled to obtain such documents) prepared by health care providers, professionals



- health. Medical documentation must confirm the cause of death of the insured person and
- 2) your ID.
  3. If there is no beneficiary, the person referred to in § 87 section 2 who applies for payment of benefit is additionally obliged to submit civil status documents confirming marriage or kinship with the insured or documents confirming custody of the insured on the day of death.
  4. PZU reserves the right to verify the evidence provided and to seek expert medical opinion.

9. In case the insurance contract covers legal expenses insurance in Super variant and:

- 1) Home Assistance insurance in the Comfort variant or

## CHAPTER 11 COMMON PROVISIONS

### CONCLUSION OF THE INSURANCE AGREEMENT

– or how to conclude an insurance contract

#### § 90

1. PZU concludes the insurance contract with the Policyholder on the basis of his/her application.
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 in other communications before the insurance contract was concluded. If the Policyholder concludes the insurance contract through a representative, that obligation is also imposed on the representative, and it also covers the circumstances known to him/her. If PZU concludes the insurance contract despite the lack of answers to particular 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 the policy holder concludes an insurance agreement for the account of another person, the duties specified in sections 2 and 3 shall be binding to both the policy holder and the insured. This shall not apply if the insured was not aware that the agreement had been concluded for his or her account.
5. PZU shall not be liable for the effects of circumstances that, in breach of sections 2-4 were not communicated to PZU.

If a breach of section 2-4 has been committed wilfully, in case of doubt it shall be assumed that the insurance accident and its consequences are the result of the circumstances referred to in the preceding sentence.

6. The conclusion of the insurance agreement by means of distance communication takes place after the Policyholder:
  - 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) submit a request by means of distance communication.
7. Concluding an insurance contract via the Internet, in which the deadline for payment of the insurance premium or its first instalment was determined:
  - 1) falling before the day on which the period of insurance specified in the agreement begins - shall occur at the time of payment of the insurance premium or its first instalment
  - 2) The insurance agreement is concluded on the day on which the period of insurance specified in the agreement begins or after that day - at the moment of submitting the statement on concluding the agreement by both parties.

The insurance contract is concluded during a telephone call at the time when PZU confirms acceptance of the Policyholder's application.

8. In the case of insurance:
  - 1) flats,
  - 2) a single-family house or
  - 3) movable property that is contained in a dwelling or a single-family house
 - The agreement also includes Home Assistance insurance in the Comfort variant.

- 2) Home Assistance insurance in the Super variant or
  - 3) Home Assistance insurance in the Super Plus variant,
- the agreement also includes the personal data protection assistance service referred to in § 73.

10. PZU confirms the conclusion of the insurance contract with a policy.

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

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

##### § 91

1. The period of insurance is indicated in the policy.
2. The insurance coverage continues:
  - 1) from the first day of the insurance period indicated in the policy, if the deadline for 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 expire on the day on which the Policyholder receives a notice of termination of the insurance agreement with immediate effect;
  - 2) from the day following the day of payment of the insurance premium or its first instalment, not sooner, however, than from the first day of the insurance period specified in the policy, if the deadline for the payment of the insurance premium or its first instalment falls **before this first day of the insurance period**. If the insurance premium or its first instalment has not been paid until the 30th day counted from the first day of the insurance period, the insurance agreement shall be terminated as of this date.
3. The insurance cover under an insurance agreement concluded via the Internet commences on the first day of the insurance period specified in the policy.
4. The insurance coverage for a given insurance shall expire:
  - 1) at the end of the insurance period;
  - 2) in property insurance - at the moment of annihilation of the object of insurance - in the scope of this object;
  - 3) in insurance of movable property and insurance of objects against breakage - at the moment of complete destruction or loss of the insured object - in the scope of this object;
  - 4) on the day when the sum insured is exhausted, provided that the insurance agreement provides for the possibility of exhaustion of this sum;
  - 5) from the date on which the sum assured is exhausted;
  - 6) on the lapse of 7 days from the day on which the Policyholder receives a call for payment of the next instalment of the insurance premium sent after the due date of the premium, if the Policyholder was informed in such a call that non-payment within 7 days from the day of receiving such a call shall cause expiration of the insurance cover;
  - 7) on the date of delivery to the other party of the statement of termination of the insurance agreement, as mentioned in § 93 section 7;
  - 8) in health and accident insurance - on the date of delivery to PZU of a statement on termination of the insurance agreement with immediate effect, referred to in § 92 section 3;
  - 9) in insurance of real estate, insurance of movable property and insurance of objects against breakage - at the moment of transfer of ownership of the object of insurance - in respect of this object. This shall not apply if, together with transfer of ownership of the object of insurance, the rights under the insurance contract are transferred to the purchaser, according to the rules specified in § 94;
  - 10) in movable property insurance, insurance of objects against breakage and home help insurance - at the moment of transferring the ownership of the insurance place indicated in the policy in the part concerning the insurance of: movables, items against breakage, Home Assistance, but not earlier than on the day the Insured moves out from that place places of insurance;

- 11) in third party liability insurance - at the moment of the transfer of ownership of the place of insurance indicated in the policy in the section relating to real estate insurance or insurance of movable property with which third party liability insurance cover is connected, but not earlier than on the day the insured moves out of that place;
- 12) at the time of expiry of cover under the insurance of real estate and the insurance of movable property;
- 13) on the date of delivery to PZU of a statement on withdrawal from the insurance contract, pursuant to provisions of § 92 sections 1 and 2.

5. In addition, insurance coverage under the Assistance insurance in the House in the Comfort variant expires together with the expiry date:
  - 1) insurance of a flat or a detached house indicated in the policy in the section relating to Home Assistance insurance in the Comfort variant;
  - 2) insurance of movable property located in a flat or single-family house, specified in the policy in the part concerning Home Assistance insurance in the Comfort variant.

##### § 92

1. If the insurance agreement is concluded for a period longer than 6 months, the Policyholder shall have the right to withdraw from such agreement by submitting a declaration to that effect:
  - 1) within 30 days of its conclusion - if the Policyholder is a consumer;
  - 2) within 7 days of its conclusion - if the Policyholder is an entrepreneur.

If PZU did not inform the Policyholder, who is a consumer, of his/her right to withdraw from the insurance contract at the time of conclusion of the contract at the latest, the 30-day period runs from the day on which the Policyholder learned of that right. Withdrawal from the insurance contract does not waive the Policyholder's obligation to pay the insurance premium for the period, in which PZU provided insurance coverage.
2. Where a policyholder who is a consumer concludes an insurance contract by means of distance communication, the period within which he may withdraw from that contract by giving a written statement to that effect shall be 30 days from the date on which PZU informed him of the conclusion of that insurance contract or, if later - from the date of delivery of information to be provided to the consumer under the provisions on conclusion of distance contracts. The deadline is met, if before its expiration the statement on withdrawal from the insurance contract was sent.
3. The Policyholder may terminate the insurance agreement with respect to health or accident insurance at any time with immediate effect, by submitting a declaration to that effect. Termination of the insurance contract with respect to health care assistant insurance or accident insurance does not release the Policyholder from the obligation to pay insurance premium for the period during which PZU provided insurance coverage.

#### INSURANCE PREMIUM

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

##### § 93

1. PZU sets the amount of insurance premium according to the tariff applicable on the day when PZU prepares the insurance offer for the Policyholder. The amount of insurance premium is set taking into account:
  - 1) the sum insured, the guarantee amount, the scope of insurance, the insurance period;
  - 2) the type of object insured and its characteristics, location of the place insured - in property and movables insurance;
  - 3) number of the insured - in NNW insurance;
  - 4) the age of the policyholder;
  - 5) conclusion of other insurance contracts in PZU;

- 6) course of the insurance agreement;
  - 7) the method of payment of the insurance premium;
  - 8) individual risk assessment.
2. The insurance premium is calculated for the duration of PZU's liability.
  3. The insurance premium may be paid once or in instalments. However, the insurance premium for the insurance agreement with the insurance period shorter than 12 months shall be paid once. The dates of premium payment and the amount of premium instalments are specified in the policy.
  4. The insurance premium or its instalment may be paid in cash or in a non-cash form.
  5. If the payment of insurance premium or insurance premium installment is made in a non-cash form, PZU considers the date of payment of insurance premium as the day
    - 1) payment authorisation - if the Policyholder pays by card or through [moje.pzu.pl](http://moje.pzu.pl);
    - 2) in which the full, due amount of the premium or its installment was credited to the PZU bank account - if the Policyholder pays in a manner other than that described in item 1 (for example, by bank transfer or postal order).
  6. If the insurance coverage expires before the end of the period for which the insurance agreement was concluded, the Policyholder the insurance premium for the period of unused insurance cover shall be reimbursed.
  7. In the event of the disclosure of circumstances which entail a significant change in the probability of an insurance accident occurring within the scope of the given insurance, each party may demand that the amount of the insurance premium be changed accordingly, starting from the moment in which this circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the insurance agreement with immediate effect by submitting a statement in this regard.
  8. If the Policyholder or the Insured provided untrue data to PZU that affect the amount of 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 truthful data had been provided, and the insurance premium adopted in the insurance contract. If insurance accident occurs, PZU's claim for the payment of insurance premium difference becomes immediately due and payable on the date of payment of indemnity or benefit at the latest.

5. The expiry of cover in respect of the insurance mentioned under 1-3 above, shall apply only to the object of insurance which was sold.

#### **ASSIGNMENT OF RIGHTS UNDER THE CONTRACT**

– i.e. what happens to the insurance if the object is sold insurance

#### **§ 94**

1. In case of sale of an object of insurance - in insurance real estate, movable property or objects against breakage
  - The rights under the insurance contract may be assigned to the purchaser of the subject of insurance. The assignment of rights under the insurance contract requires PZU's consent.
2. In the event of assignment of rights under the insurance contract, the obligations imposed on the assignor are also transferred to the assignee of the subject of insurance, unless otherwise agreed by the parties with the consent of PZU.
 

Despite such a transfer of obligations, the vendor shall be jointly and severally liable with the assignee for the payment of the insurance premium which accrues for the time until the transfer of the object of insurance to the assignee.
3. If the rights from the insurance agreement have not been transferred to the buyer of the subject of insurance, the insurance coverage shall expire at the moment when the ownership of the subject of insurance passes to the buyer, subject to section 4.
4. The provisions of sections 1-3 shall not apply to the transfer of claims which have arisen or may arise as a result of the occurrence of an insurance accident as provided for in the insurance agreement.

## PAYMENT OF COMPENSATION OR BENEFITS

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

### § 95

1. PZU pays indemnity or benefit within 30 days of receipt of the notification about an insurance accident.
2. If it turned out impossible to clarify, within the timeframe defined in section 1, the circumstances necessary to establish the liability of PZU or the amount of indemnity or benefit, the indemnity or benefit is paid within 14 days from the day when clarification of those circumstances became possible with due diligence. However, the unquestionable part of indemnity or benefit is paid by PZU within the timeframe set forth in paragraph 1.
3. PZU is obliged:
  - 1) after receiving a notice of the occurrence of an insurance accident, within 7 days of receiving this notice, to:
    - a) to inform the Policyholder or the Insured about it, if they are not the persons making such notification, and
    - b) to undertake proceedings which relate to establishing the facts of the insurance accident, legitimacy of claims made and the amount of indemnity or benefit, as well as
    - c) inform the claimant - in writing or in another manner to which he/she agreed - what documents are needed to establish the PZU liability or the amount of indemnity or benefit, if necessary for further proceedings.

If the insurance contract was concluded for the account of someone else, the insured or his heirs may also submit a notification about the occurrence of an insurance accident. In this case the heir is treated as the beneficiary under the insurance agreement;
  - 2) if the indemnity or benefit is not paid within the time limits specified under sections 1 and 2 - to notify in writing:
    - a) the person making the claim, and
    - b) the insured, in the case of an insurance contract concluded for the account of another person, if he is not the notifying person claim

- The Insured shall inform the Insured of the reasons why it is impossible to satisfy their claims in whole or in part, as well as to pay the undisputed part of the indemnity or benefit;
  - 3) if the indemnity or benefit is not due or is due in an amount other than that specified in the claim submitted, to inform the Insured in writing:
    - a) the person making the claim, and
    - b) the insured, in the case of an insurance contract concluded for the account of another person, if he is not the notifying person claim

- indicating the circumstances and the legal basis which justify the total or partial refusal to pay the indemnity or benefit, as well as to instruct such person about the possibility to pursue the claim in court;
  - 4) to 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 or benefit. Such persons may request PZU to confirm in writing the information made available, as well as to make, at their own expense, copies of documents and confirm their compliance with the originals 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 agreement, to make available information in his or her possession relating to the insurance accident which is the basis for

determine the liability of PZU and establish the circumstances of the insurance accident, as well as the amount of indemnity or benefit;

- 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.

#### § 96

If, after payment of the claim, the insured has recovered the lost items, he shall:

- 1) immediately return to PZU the compensation he received for those items, or waive his rights to those items in favor of PZU;
- 2) return to PZU the amount corresponding to the value of the item on the day of its recovery - if the item is recovered in a damaged or incomplete condition.

#### § 97

PZU pays indemnity or benefit on the basis of acknowledgment of a claim, settlement or final and binding court decision.

### TRANSFER OF CLAIMS TO PZU

– i.e. what claims are due to PZU

#### § 98

1. On the day when PZU pays the indemnity, the claims of the Insured against the third party responsible for the loss are assigned, by force of law, to PZU up to the amount of paid indemnity. If PZU covered only part of the loss, the Insured has a priority of satisfaction before PZU's claims as regards the remaining part.
2. Claims of the Insured against persons with whom the Insured remains in a joint household shall not be transferred to PZU.
3. If the Insured, without the PZU's consent, waives his/her claims against the third party responsible for the loss, or limits his/her claims, PZU may refuse to pay indemnity, or reduce it. If the waiver or limitation of the claim is revealed after PZU pays indemnity, then PZU has the right to recover from the Insured the whole or part of the paid indemnity.

### COMPLAINTS, CLAIMS AND GRIEVANCES

– or what other rights the policyholder, the insured, the beneficiary and the beneficiary under the insurance contract have

#### § 99

1. A complaint, claim or grievance is submitted to any PZU unit serving the customer.
2. A complaint, grievance or complaint may be filed:
  - 1) in writing, either in person or sent by post within the meaning of the Postal Law, for example by writing to the following address PZU SA ul. Postępy 18A, 02-676 Warsaw (address for correspondence only);
  - 2) in writing - sent to the address for electronic delivery of PZU SA, within the meaning of the Electronic Delivery Act, from the date of entering that address into the database of electronic addresses;
  - 3) in an oral form - by phone, for example by calling the hotline number 801 102 102 or in person for a record during a visit in the unit referred to in section 1;
  - 4) in electronic form - 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 complicated cases which make it impossible to consider a complaint, a claim or a grievance and to provide an answer within the timeframe referred to in section 3, PZU provides the person who filed a complaint, complaint 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 will be delivered to the person who submitted it,
  - 1) in case the customer is a natural person - in writing, except that a reply may be provided by e-mail only at the customer's request;
  - 2) in the event that the client is an entity other than those indicated in pt. 1 - in writing or in another durable medium.
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, within the meaning of 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. The Policyholder, the Insured, the beneficiary and the beneficiary under the insurance agreement, being consumer, has the right to seek assistance from Municipal and District Consumer Ombudsmen.
12. In the case of an insurance agreement concluded electronically, the consumer has the right to use an out-of-court settlement of disputes procedure and submit a complaint via the platform of the Internet dispute resolution system (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 contact email address for PZU is: [reklamacje@pzu.pl](mailto:reklamacje@pzu.pl).
13. PZU is subject to supervision by the Polish Financial Supervision Authority.

### FINAL PROVISIONS

– or what else is important

#### § 100

1. An action concerning a claim under the insurance contract may be instituted in accordance with the provisions of general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the policyholder, the insured or the beneficiary under the insurance contract.
2. Any action in respect of a claim under the insurance contract may be brought before a court of general jurisdiction or before a court having jurisdiction over the place of residence of the heir of the insured or of the heir of the person entitled under the insurance contract.
3. In the case of claims arising from legal protection insurance, PZU and the Insured may conclude an agreement on submitting the dispute between them to arbitration.



## PROVISIONS ADDITIONAL TO OR DIFFERENT FROM THE OECU



To the individual insurance contract PZU Home, hereinafter referred to as "insurance agreement", the general terms and conditions of insurance PZU Dom established by virtue of a resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna No. UZ/255/2021 of 14 September 2021, hereinafter referred to as the "GTC", as well as additional provisions or provisions deviating from the GTC, referred to below, shall apply.

The parties agree that:

1) in § 2 point 22a shall be added in the following wording:  
"(22a) **rented dwelling** - a dwelling of which the insured is the possessor under a lease agreement executed by the insured;"

2) § 55 sections 1-3 shall read as follows:

### "§ 55

**1.** The subject of civil liability insurance is the civil liability of the person named in the policy as the insured and the household member, if in connection with the performance of private activities or in connection with the possession of property used to perform

The civil liability of a householder connected with the ownership of an apartment applies only to the rented apartment. Acts of private life are activities that concern the private sphere, not the private sphere of the home. are connected with professional activity and are not connected with the performance of official duties, paid work or practical vocational training outside the school premises. Activities of private life do not include, in particular, performance of economic activity, freelance profession, performing functions in unions, associations, social or political organizations and housing communities.

**2.** The subject of civil liability insurance is also the civil liability of a person who has on the basis of a legal title (including lease agreements): apartment, detached house, summer house, garage, referred to in paragraph 1, when in connection with

In the case of a third party who uses the above-mentioned property to carry out an activity in private life, as a result of a tort (liability in tort), he is obliged to compensate for damage caused to the third party.

**3.** The subject of third party liability insurance is also the civil liability of the household help towards third parties for damage resulting from a tort (civil liability in tort), caused while performing the entrusted auxiliary work in the household run in the rented apartment. Domestic helper is any person (such as a housekeeper, gardener, babysitter, a person taking care of a disabled person, a person taking care of a dog) who performs assigned auxiliary work in the household for the person named in the policy as the insured or a household member;

3) in § 70, section 4 shall read:

"4. Home Help Insurance may be taken out in one from the following insurance ranges: in the Super Plus variant or in the Comfort variant;

4) w § 90:

(a) paragraph 8 is replaced by the following:

"8. Cover in respect of movable property insurance, Home Help, Third Party Insurance may only be provided if the insurance agreement is concluded in respect of all these insurances. Legal expenses insurance coverage may be provided only if the insurance agreement is concluded with respect to all the above mentioned insurances."

5) in § 91 section 4 point 12 shall read:

"12) in movable property insurance, Home Help, Legal Protection, Third Party Liability - on the expiry of cover in respect of any of these insurances;"

6) in § 93, section 1 shall read:

"1 The insurance premium for a 12-month period of insurance shall be determined in accordance with the tariff in force on the date of conclusion of the insurance agreement and shall be indicated in the insurance agreement.";

7) It is agreed, save other provisions of the insurance agreement not changed by this clause, that:

1) The scope of cover shall be extended to include civil liability for damage caused to property (excluding service property) which was used by the Insured, named in the insurance agreement or by a person referred to in § 2 section 2, on the basis of a lease, tenancy, usufruct, loan, leasing or another similar form of using someone else's property;

2) PZU is not responsible for damages:

- caused to vehicles, other than bicycles, and their equipment and property left in these vehicles,
- resulting from normal wear and tear of the property,
- resulting from the misuse of property,
- involving loss of property,
- occurring as a result of construction, assembly or repair works, with the exception of necessary repairs which the Insured indicated in the insurance agreement or the person referred to in § 2 section 2 is obliged to carry out on the basis of binding legal regulations;

3) originated in computer programs, excluding operating systems installed in computer hardware;

4) PZU shall be liable for losses referred to in point 1, up to the guarantee amount specified in the insurance agreement.