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Information referred to in Article 17 section 1 of the Act on Insurance and Reinsurance Business:

Type of information	Number of units in the contract template
Premises for payment of compensation and other benefits	<p>Common provisions: § 1 sec. 8, § 2, § 90 sec. 2-4, § 91, § 97</p> <p>Real estate and movable property insurance: § 3-7, § 8 sec. 1-3 and 9 p. 2, § 9-11, § 13-15, § 16, § 94</p> <p>Real estate and movable property insurance - property other than in Chapter 3: § 17-19, § 20 sec. 1, § 21-27, § 28 sec. 1 and 2, § 29, § 30, § 32-36, § 37 sec. 1, § 38, § 39-44, § 46-48, § 94</p> <p>Glass objects against breakage insurance: § 49 and 50, § 51 sec. 1, § 52-54, § 94</p> <p>Third party liability insurance: § 55-57, § 58 sec. 5 p. 3, § 59 and 60, § 61 sec. 2 i 3</p> <p>Legal protection insurance: § 62-65, § 67-69</p> <p>Home Assistance insurance § 70-73, § 74 sec. 4 and 5, § 75</p> <p>Health assistant insurance: § 76, § 77 sec. 2, § 78 i 79</p> <p>Consequence of accidents insurance: § 80 and 81, § 83-89</p>

Type of information	Number of units in the contract template
Limitations and exclusions of liability of the insurance company, entitling the insurance company to refuse or reduce the payment of compensation and other benefits	<p>Common provisions: § 1 sec. 8, § 2, § 90 sec. 5, § 91, § 98 sec. 3</p> <p>Real estate and movable property insurance: § 4-9, § 11-15, § 16 sec. 1 p. 1 and 3, sec. 2 and 3, § 94, § 96</p> <p>Real estate and movable property insurance - property other than in Chapter 3: § 17-20, § 21 sec.1, § 22-24, § 25 sec.1, § 26-28, § 29 sec.1, § 30-33, § 34 sec.2, § 35-37, § 38 sec.1, § 39-41, § 42-48, § 94, § 96</p> <p>Glass objects against breakage insurance: § 50-53, § 54 p. 1 and 3, § 94</p> <p>Third party liability insurance: § 55-60, § 61 sec. 1</p> <p>Legal protection insurance: § 62, § 63, § 64 sec. 4, § 65-67, § 69</p> <p>Home Assistance insurance § 70-74</p> <p>Health assistant insurance: § 76-78, § 79 sec. 5 and 6</p> <p>Consequence of accidents insurance: § 80-86, § 87 sec. 2 and 6, § 88</p>

CHAPTER 1

INTRODUCTORY PROVISIONS

- some important information to start with

§ 1

1. On the basis of the "General terms and conditions of "PZU DOM" insurance" (further referred to as GTC) the policyholder may conclude with Powszechny Zakład Ubezpieczeń PZU SA (further referred to as PZU) the insurance agreement covering the following scopes:
 - 1) real estate insurance;
 - 2) movable property insurance;
 - 3) glass objects against breakage insurance;
 - 4) third party liability in private life insurance (further referred to as TPL insurance);
 - 5) legal protection insurance;
 - 6) health assistant insurance;
 - 7) consequences of accidents insurance (further referred to as accident insurance);
 - 8) assistance insurance (further referred to as Home Assistance insurance).
2. The Policyholder may conclude the insurance agreement on his own account (for him/ herself – he/ she also becomes the insured party) or on third party's account (for other person or entity - this person or entity becomes the insured party). If the insurance agreement is concluded on third party's account:
 - 1) the policyholder is obliged to pay the insurance premium;
 - 2) an allegation that affects the liability of PZU, PZU may also raise against the insured;
 - 3) the insured may request that PZU provide him/ her with information on the provisions of the insurance agreement concluded and the GTC regarding the rights and obligations of the insured.
3. In agreement with the policyholder, additional or different provisions to those set out in the GTC may be introduced into the insurance agreement. If the additional or different provisions are introduced into the insurance agreement, the GTC applies in the scope not regulated by these provisions.
4. PZU is obliged to provide the Policyholder with the difference between the content of the insurance agreement and the GTC in writing before the insurance agreement is concluded. If PZU fails to comply with this obligation, it may not invoke the difference unfavourable for the policyholder or the insured. This provision does not apply to the insurance agreements concluded as the result of negotiation process.
5. PZU delivers the GTC to the policyholder prior to the conclusion of the insurance agreement. If the insurance agreement is concluded on third party's account, the policyholder is obliged to deliver the GTC to all the insured before the beginning of the insurance period or, if this is not possible, at the latest on the first day of the insurance period. GTC may be delivered on paper or - if the insured agrees - on another durable medium. PZU may ask the policyholder for evidence that confirms the delivery of the GTC to the insured.
6. If the insurance agreement is concluded by means of distance communication, the GTC is also made available at PZU branches and on the PZU website and provided to the policyholder together with the policy.
7. In its relations with consumer, PZU uses the Polish language.
8. For matters not regulated under these GTC, the relevant provisions of the Civil Code and other relevant provisions of the Polish law shall apply to the insurance agreement.

CHAPTER 2

GLOSSARY

- the terms that appear in the GTC

§ 2

1. In the GTC the following terms are used
 - 1) **acts of terrorism** - individual or group actions against people or property. Their purpose is achieving economic, political, religion or social goals by instilling chaos, terrorizing the population and disorganizing the public life;
 - 2) **amateur practice of sports** – recreational practice of sports, as a form of leisure or to maintain or restore good health; Does not include competitive practicing of sports;
 - 3) **breakdown of external doors** - sudden and independent of the will of the insured damage to the external doors of the apartment or single-family house or lock in those doors, that prevents them from opening or closing properly. It is also slamming of the door in such a manner that the keys or other opening devices are left inside, and the insured has no possibility to enter or leave
 - 4) **breakdown of installations** - sudden and independent of the will of the

insured, caused by an external or internal reason, damage to the electrical, water, sewage or central heating installation together with its devices, that causes it to stop functioning or to function incorrectly, which causes or may cause damage at the insured location;

5) **jewellery:**

- a) personal items used for decorating the body or person's outfit, made of precious or semi-precious metals, precious or semi-precious stones,
- b) glasses and wristwatches;

6) **structure** – the following construction objects:

- a) fence of the property including a gate, and its elements fitted in a permanent manner (e.g., mailbox, actuator and drive),
- b) pavement of yards and driveways
- c) septic tank, mini-sewage treatment plant,
- d) tank for liquid gas or liquid fuels,
- e) lightweight construction for the storage of property (e.g., shed, tool shed, garden box, carport or shelter), f) small objects of decorative, leisure or organization purposes: statues, stone/brick barbecues, fountains, wells, small ponds, jacuzzi, saunas, stone/ brick swimming pools, pergolas, open arbours, trash bins, beehives, kennels, dog pens and connected with the ground: playground equipment, flowerpots,
- g) installations together with their fittings, located outside of the building on the property or the recreational plot (e.g., water, gas, electricity, lighting, irrigation or rainfall recovery (retention) installations, connections, solar collectors, photovoltaic installation including photovoltaic panels);

7) **non-residential building** - building designated for storing the property, that is not a garage (e.g., outbuilding, barn, stable). Includes also fixed components and external elements;

8) **vandalism** - purposeful destruction or damage of the property by third parties, including the result of attempted or actual burglary, intervention by law enforcement, fire brigade or ambulance services. Under vandalism risk, PZU shall not be liable for loss of property which was subject to seizure for the purpose of its appropriation;

9) **single-family house** - a detached, semi-detached or terraced residential building with not more than two premises, that are not separate real estate or are not subject to a cooperative ownership right to the premises. It also includes the fixed components and external elements and the utility rooms of the building;

10) **household member** - a relative of the person named in the policy as the insured who:

- a) remains with him/ her in the common household or
- b) does not remain with him/ her in the common household, but he/ she lives with him/ her;

11) **works of art** - objects, their parts, sets, collections, catalogued collections that have a collector's, historic or artistic value or are evidence of a bygone era or event:

- a) original works of art: paintings, sculptures or graphics
- b) original works of artistic craftsmanship and applied arts, c) products of folk art and handicrafts, d) manuscripts, books and other bibliophilic materials,
- e) numismatic items or historical memorabilia (period items that commemorate historical events or the activities of outstanding people or institutions),
- f) devices, means of transport, machines and tools being a proof of the material culture, typical for the old forms of economy;

12) **external elements** - elements located outside: on the walls, roofs, windows, doors of the apartment, single-family house, multi-family house, holiday house, garage, non-residential building or buildings under construction, and permanently bound to them, specifically:

- a) rainspouts and drainpipes
- b) built-in balconies or terraces, c) railings, d) sills,
- e) awnings, f) installations with devices and accessories that are not structures or fixed elements (e.g., lightning protection system, outdoor lighting, solar collectors, photovoltaic installation including photovoltaic panels);

13) **garage** – a building or tin structure designated for parking of vehicles; Includes also fixed components and external elements;

14) **graffiti** - inscriptions, drawings or symbols placed on the subject of insurance, as well as soiling thereof with paint or other substance against the will of the insured;

15) **theft** – seizure of property for the purpose of appropriation;

16) **theft with burglary** – theft performed or attempted by the perpetrator:

- a) after removing - by force or with tools - the security devices, leaving on

- them traces that prove the use of force or tools, or
- b) after opening locks with an original key or another opening device (e.g., remote) that the perpetrator obtained through theft with burglary from another premises or vehicle or through robbery, or
- c) after defeating a mechanical-electronic lock or electronic gate closing system, if there is any remaining evidence of the unlawful presence or activity of the perpetrator (for example, a recorded video from a camera, other evidence secured by the police);
- 17) **intra-cranial haemorrhage** – extravasation of blood into the craniocerebral cavity
- 18) **insured location** - address indicated in the policy, where the subject of insurance is located;
- 19) **company property** – portable electronic equipment, mobile phones provided by an employer to the insured for use on the basis of a document imposing material liability for the equipment on the person using that property;
- 20) **rented property** – objects rented or provided for use to the insured by:
- telephone, internet or television network operator,
 - sports or social organization, c) rental company,
 - if it has been documented;
- 21) **apartment** separate premises located in a building, used for dwelling purposes. It also includes the fixed components and external elements and the utility rooms, parking space located in the building in the same location as those residential premises;
- 22) **sudden illness** – a sudden case of sickness, threatening the life or health of the insured, requiring immediate medical assistance;
- 23) **unfortunate accident:**
- in health assistant and Home Assistance insurance - a sudden event caused by an external reason, which caused the Insured to sustain, regardless of his/her will, bodily injury or health impairment,
 - in accident insurance - a sudden event caused by an external reason, which caused the Insured to sustain, regardless of his/her will, bodily injury or health impairment, or to die;
- 24) **specialist object** – a greenhouse or plastic tunnel;
- 25) **relative** – a spouse, partner, ascendant, descendant, brother, sister, stepfather, stepmother, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, adopted child, adoptive parent, a person under guardianship or custody, or under foster care pursuant to provisions of family law;
- 26) **third party** - any person who is neither the policyholder nor the insured;
- 27) **flammable structure** - a building's structure where:
- load bearing walls are made of timber elements, or
 - the roof is covered with wood shingles, thatch, straw or plastic;
- 28) **securities** – cheques, bills of exchange, bonds, stocks, bills of lading, document letters of credit and other documents replacing cash in trade operations under the law;
- 29) **policy** - the document confirming concluding the insurance agreement;
- 30) **utility room** - separate room in the building:
- cellar,
 - laundry room, c) drying room, d) attic; e) a storage room, f) a trolley room, g) a room intended for parking motor vehicles;
- 31) **usable area of apartment** – the area of all rooms comprising the apartment. Usable area of the apartment does not include the area of balconies, terraces, mezzanines and utility rooms. Usable area of the apartment is determined on the basis of the room height: if height exceeds 2.20 m – 100% of area is used, if height is from 1.40 m to 2.20 m – 50% of usable area is used, if the room's height is below 1.40 m – this area is not included in the apartment's usable area;
- 32) **portable medical equipment** - a tool, instrument, apparatus for:
- the diagnosis, prevention, monitoring, treatment or alleviation of disease,
 - compensating for injuries or handicaps, c) examining, replacing or modifying the anatomical structure,
 - conducting a physiological process;
- 33) **power surge** – sudden change of voltage in the electricity network;
- 34) **robbery outside the insured location** – seizure of insured movable property for the purpose of appropriation outside the insured location (e.g., on the street), effected within the territory of Poland or abroad:
- with the use of physical violence or the threat of immediate use of violence towards the insured, or
 - rendering the Insured unconscious or helpless by the perpetrator;
- 35) **robbery inside the insured location** - seizure of movable property for the purpose of appropriation inside the insured location (e.g., in the single-family house or apartment):
- with the use of physical violence or the threat of immediate use of violence towards the insured, or
 - rendering the Insured unconscious or helpless by the perpetrator, or
 - by a perpetrator who, using physical violence or threat of its immediate use, lead the person holding keys to the insured location and forced the person to open the insured location or opened it himself with the robbed keys,
- 36) **household movable property** - movable property in particular:
- furniture, excluding built-in or permanently fixed furniture,
 - household appliances,
 - interior decoration elements,
 - objects made of silver, gold, platinum or palladium, coins or jewellery,
 - cash,
 - clothes and other personal items,
 - household supplies,
 - audio-visual equipment (including TV and radio aerials installed outside the apartment, building and fitted to it in a permanent manner), computer and photo equipment, musical instruments, telephones

- i) business activity equipment, company property, rented property,
 - j) touristic, gardening and sports equipment,
 - k) drones,
 - l) baby carriages or strollers, wheelchairs, bicycles,
 - m) spare parts for cars, motorcycles and motorbikes, as well as extra equipment,
 - n) potted plants,
 - o) domestic animals (pets);
- 37) **external household movable property** - located in the insured location specified in § 3 sec. 2 let. a:
- a) furniture, garden umbrellas, screens, hammocks, mosquito nets, canopies, bicycles, scooters, baby carriages or strollers, potted plants, garden tools, except for garden tools: diesel and electric,
 - b) not connected to the ground: playground equipment, barbecues, swimming pools, flowerpots,
 - c) dogs and cats that are pets;
- 38) **high-risk sports:**
- a) motor sports, quad biking,
 - b) motor-boating sports (including water skiing),
 - c) gliding, ballooning, parachuting, BASE jumping, hang gliding, paragliding, power gliding, piloting motor planes,
 - d) mountain climbing, rock climbing or bouldering, speleology with the use of safety or belaying equipment or requiring the use of such equipment,
 - e) rafting, canyoning,
 - f) diving with the use of specialized equipment, breath hold diving, wreck and cave diving,
 - g) sea sailing, sea fishing,
 - h) surfing, windsurfing, kitesurfing, wakeboarding,
 - i) skiing or snowboarding, outside of marked ski slopes,
 - j) extreme skiing: ski mountaineering, extreme downhill skiing, freestyle,
 - k) riding snowmobiles, snow airbags, crawler sleds, snow scooters,
 - l) icesurfing, iceboating,
 - m) extreme snowboarding: freeride, alpine snowboarding, speed snowboarding, snow jumping and snow boarding evolutions, snowkite, snowcross, boardercross, snowscooting, n) tightrope jumping (including bungee jumping, dream jumping), o) martial arts and sports, defence sports,
 - p) horse riding, q) marathon running, r) triathlon,
 - s) mountain biking, downhill,
 - t) parkour,
 - u) participation in hunting animals with the use of firearms or pneumatic weapons,
 - v) participation in survival expeditions or expeditions to places characterized by extreme climatic or natural conditions: desert, mountains over 2500 m above sea level. (including trekking trips), bush, poles and arctic zones, jungle. It also includes participation in expeditions to glacial or snow areas, if these expeditions require the use of safety or belaying equipment;
- 39) **business activity equipment** - household movable property acquired by the insured in the course of business activity and used for gainful employment and in private life;
- 40) **fixed elements:**
- a) permanently fixed or built-in fittings located inside the apartment, single-family house, holiday house, multi-family house, garage, non-residential building or building under construction, specifically:
 - custom-made furniture together with built-in household appliances,
 - wall coverings, floorings, stairs, ceiling and pillars linings,
 - fireplaces,
 - internal stairs, mezzanines, suspended ceilings,
 - plaster and paint coats,
 - internal partition walls,
 - window and door joinery together with glazing and closing mechanisms,
 - equipment or fittings of installations, (e.g., washbasins, sinks, bathtubs, shower cabins, basins, heaters, water heaters, electric sockets or switches)
 - mirrors permanently fitted into walls;
 - b) elements referred to in let. a, that have not yet been fixed or built-in,
 - c) permanently connected with an apartment, a single-family house, a summer house, a multi-family house, a garage, a non-residential building, buildings under construction: air-conditioning devices, ventilation devices, heat pumps, grilles, shutters, blinds, detectors, signalling devices, monitoring installation with devices and accessories
- (e.g., a camera with a recorder), other anti-theft security and fire protection elements,
- d) intercom, video intercom - with installation;
- 41) **degree of technical wear and tear** – degree of wear of the property, resulting from its time of usage, the durability of used materials, the quality of construction, installation or electrical workmanship, the manner of usage, the ongoing renovation works, repairs performed;
- 42) **damage:**
- a) under real property, movable property or glass objects against breakage insurance – loss, destruction or damage to the subject of insurance. It does not include the insured's lost profits that could have been achieved had there been no loss, destruction or damage to the subject insured (for example, lost profit or income),
 - b) in TPL insurance, insurance of liability referred to in § 56 and in insurance of liability referred to in § 57:
 - loss, destruction or damage to the injured party's property including lost profits that could have been achieved had there been no loss, destruction or damage to the property,
 - death, personal injury, or health impairment of the injured party including lost profits that could have been achieved had there been no loss, destruction or damage to the property,
- 43) **the policyholder** – a natural person, or entity, who concludes the insurance agreement and is obliged to pay the insurance premium;
- 44) **the insured** - the person(s) or entity (-ies) indicated in the policy as the insured party on account of which the insurance agreement has been concluded in accordance with the provisions of the GTC applicable to the insurance. In TPL insurance, insurance of liability referred to in § 57, legal protection, health assistant, TPL and Home Assistance insurance - only a natural person can be indicated as the insured;
- 45) **annihilation** – total destruction of the apartment, parking space, utility room, single-family house, holiday house, multi-family house, garage, non-residential building, structure, specialist object or cemetery tombstone to such an extent that it is not possible to repair or reconstruct it, and in order to recreate it, it is necessary to remove the remainders and to construct a new subject of insurance mentioned above;

- 46) **new value** - the value corresponding to the costs of restoring the property to a new but not improved condition, and:
- for apartment, single-family house, holiday house, multi-family house, garage, non-residential building, building under construction, structure, specialist object or cemetery tombstone - value that corresponds to the costs of repair or reconstruction, determined taking into account the current structure, dimensions and finishing standards and using the same or the most similar materials, taking into account the average prices in the area where the insurance accident occurred,
 - for fixed elements, objects against breakage - value that corresponds to the costs of repair or reconstruction, determined taking into account the current structure, dimensions and finishing standards and using the same or the closest materials or the purchase (manufacture) of a new item of the same or the closest type, the same or the most similar brand, taking into account the average prices in the area where the insurance accident occurred,
 - for household movable property - value that corresponds to the costs of repair or reconstruction or the purchase (manufacture) of a new item, of the same or the closest brand, type, and with the same or the closest parameters, taking into account the average prices in the area where the insurance accident occurred.
- Value that corresponds to the cost of repair or reconstruction as referred to in let. a and b, is determined in accordance with the principles of calculating and determining the prices of construction, electrical and installation works used in construction.
- When determining the value referred to in let. a and b, PZU also includes the costs of transport, assembly and disassembly;
- 47) **market value** - value corresponding to the product of the usable area of the apartment and average market price of 1m² in the given city or district, where insurance location is located, with respect to an apartment of similar parameters, finishing standard and comparable technical condition, taking into account the utility room allocated to the apartment; For a parking space constituting separate real property or being the object of cooperative ownership title – value corresponding to the average market price in the given city or district with respect to a parking space of similar parameters and comparable technical condition;
- 48) **actual value** – the new value reduced by the amount being the product of the degree of wear and tear and the new value;
- 49) **age of the building** – difference between the year of the first day of the insurance period and the construction year of the building. PZU considers the year of construction to be the year in which the building was approved for use for the first time on the basis of a legally valid use permit or a legally valid notification of completion of construction. If the year of issuing this decision or notification is not known, PZU considers the year of construction to be the year of first residence of a single-family house, multi-family house or the commencement of use of a summer house, garage or non-residential building;
- 50) **competitive practicing of sports** – practicing of sports disciplines entailing regular participation in training sessions, in a club, union or sports association. It is also participation in sports competition (competitions, matches, tournaments or other sports events) or participation in sports conditioning or training camps - in order to learn and improve skills in a given sports discipline and achieve better results;
- 51) **anti-theft security:**
- alarm - an electronic visual and sound system, acting locally or with notification to permanent recipient of the alarm device: the insured or a person responsible for receiving the alarm signal and undertaking intervention activities;
 - direct supervision of the property - round-the-clock supervision of the property where single-family house is located, run by a property security agency or an employee employed by the insured,
 - anti-burglary doors - doors that at the time of purchase had a certificate confirming their increased burglary resistance, d) grilles - mounted on windows, balcony doors, terrace doors or other glazed parts of an apartment, single-family house or holiday house,
 - monitoring - an anti-burglary system that triggers an alarm in a police unit or property security agency and provides access for the police or property security agency to the scene of the incident within no more than 15 minutes from the receipt of the report,
 - certified windows - windows, glazed balcony or terrace doors, which at the time of purchase had a certificate confirming their increased burglary resistance,
- anti-burglary roller shutters - roller shutters and shutters mounted on windows, balcony doors, terrace doors or other glazed parts, which at the time of purchase had a certificate confirming their increased resistance to burglary,
 - constant supervision of the recreational plots complex - guarded 24 hours a day by the property security agency, a separate and fenced area of land, which includes a recreational plot,
 - certified lock - a lock or an insert in the external doors of: an apartment, a single-family house, a summer house, which at the time of purchase had a certificate confirming their increased resistance to burglary,
 - mechanical-electronic lock - a lock that is activated using an electronic system,
 - multi-point lock – a lock which causes the door leaf to be bolted to the door frame in several places located away from each other;
 - multi-bolt lock – a lock with at least two moving bolts used to block the lock's latch (the number of bolts can be determined on the basis of the profiled grooves on the key);
- 52) **heart attack** – necrosis of this part of the myocardium caused by a sudden reduction in blood flow to this part of myocardium;
- 53) **fortuitous events:**
- smoke and soot** - a suspension of solids in the air which is the direct result of: - combustion and emerges from the appliances located at the insured location and used according to their designated purpose and technical regulations, with the ventilation and smoke control equipment operating effectively, - fire, regardless of the location where it originated,
 - explosion** - blast which consists in the liberation of gases, dust or steam, caused by their propagation abilities. With respect to pressure boilers and other similar containers, a condition to acknowledge the event as explosion is that the walls of these vessels and vessels are torn and allow gases, dust, vapor or liquid to escape. Damages caused by explosion include also damages caused by implosion, where the container or vacuum apparatus is damaged by external pressure, c) **hail** - atmospheric precipitation that consists of ice chunks, d) **sonic boom** – a shockwave created by an aircraft travelling at speed faster than the speed of sound;
 - hurricane** – wind with speed not smaller than 13.8 m/s, determined by the Institute of Meteorology and Water Management (further called the "IMGW"), which causes mass damages. If it is not possible to obtain the opinion from the IMGW, the presence of a hurricane is established on the basis of the actual condition and excess of damages at their location or in the direct vicinity,
 - avalanche** – rapid downslope or rolling of masses of snow, ice, mud, rocks or stones from mountain slopes,

- g) **fire** – fire which exited the fireplace, or burst outside a fireplace and spread on its own,
- h) **precipitation** - rain, melting: snow, ice, hail,
- i) **landslide** – movement of soil on slopes or escarpments, not caused by human activity,
- j) **lightning** – an atmospheric discharge acting directly on the insured object,
- k) **flood** – the flooding of land due to:
- higher water level in the through of running or standing waters,
 - water run-off on slopes or mountain sides in mountainous and undulated areas,
 - higher level of coastal waters (back water),
 - rain with coefficient equal of at least 4
 - set by IMGW. If it is not possible to obtain the opinion from the IMGW, the presence of rain with coefficient equal of at least 4 is established on the basis of the actual condition and excess of damages at their location or in the direct vicinity,
- l) **snow and ice** – natural precipitation in the form of snow, or ice, which: - with its weigh directly impacts the insured object, or
- under its weight may cause the collapse of trees or other adjoining objects on the insured object,
- m) **strike of a vehicle** – strike of any vehicle, its part or transported load, into the insured object,
- n) **fall of an aircraft** – crash or forced landing of an engine propelled or engine-less aircraft, or another flying object, also the fall of parts of such aircraft or transported load,
- o) **fall of trees or masts** – fall of trees or masts, electric pylons, chimneys or lanterns or the separation and fall of their parts on the insured object,
- p) **earthquake** – natural, violent quakes of the surface of the earth's crust,
- q) **flooding** – direct action of steam, water or other liquids due to: - failure of the water installation (including the water pump), sewage, air-conditioning and central heating installations,
- the backing up of water or sewage from sewage installation
 - failure of the proper operation of household appliances, power outages, damage to the aquarium or waterbed,
 - accidental leaving open taps or other valves fitted on the installations.
- Also includes the flooding with water or with another liquid from outside the insured location, by third parties,
- r) **subsidence of soil** – subsidence of the earth's surface caused by the collapse of natural underground empty spaces;
- 54) **domestic animals (pets)** – the following domesticated animals: dogs, cats, hamsters, guinea pigs, parrots, canaries, turtles, aquarium fish, ferrets, chinchillas, gerbils, mice, rats, rabbits – with the exception of those kept for breeding or commercial purposes.

- 1) household movable property, or
- 2) fixed elements
- to which the entity indicated in the policy as the insured or household member has a legal title and that are located in an apartment or single-family house (excluding parking space, terrace and balcony) in Poland.
- Together with the household movable property above, insurance covers also the household movable property to which the entity indicated in the policy as the insured or household member has a legal title, such as:
- a) external household movable property:
- on a fenced property on which a single-family house is located,
 - on the terrace, balcony of a single-family house, apartment,
 - in a separate and fenced garden belonging to the apartment;
- b) household movable property in a garage or a non-residential building in the same town as an apartment or a single-family house,
- c) household movable property in a structure on the property on which a single-family house is located, if this structure is secured in accordance with § 10 sec. 1 points 1, 2, 4 and 5 and sec. 2,
- d) household movable property in the temporary place of residence of insured's child who is still at school and has not reached the age of 25 on the first day of the insurance period. Temporary place of residence of insured's child is an apartment or room in Poland, to which the insured person has a legal title and in which the child lives temporarily during the period of education.
- The apartment or single-family house above, with the exception of let. d is indicated in the policy.
3. For the payment of additional insurance premium, it is also possible to insure:
- 1) **in real estate insurance:**
- a) an apartment or a single-family house in which the business activity of person other than the insured or the household member is conducted,
- b) non-residential building, in which business activity is conducted,
- c) garden plants planted in the ground;
- 2) **in movable property insurance** - works of art.
- Moreover, the scope of insurance may be extended or reduced, pursuant to § 5 sec. 7 and 8 and § 6 sec. 6 and 7.

Scope of insurance

- what is PZU liable for

§ 4

1. PZU is liable for **insurance accident**, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the insurance period, and as result of which a loss covered under the scope of insurance has occurred. PZU is liable for insurance accidents that occurred in the places indicated in § 3 sec. 1 and 2, as well as outside these places in the event of robbery outside the place of insurance, extortion of cash or jewellery, accident of a dog or cat.
2. Subject of insurance may be insured in one of the following scopes of insurance:
- 1) in real estate insurance - in All Risks or Universal variant;
- 2) in movable property insurance - in All Risks, Universal or Standard variant; The policyholder chooses the variant.

CHAPTER 3

REAL ESTATE AND MOVABLE PROPERTY INSURANCE

SUBJECT OF INSURANCE

- what may be insured

§ 3

1. **Real estate insurance** may cover:

- 1) apartment;
- 2) single-family house;
- 3) garage;
- 4) non-residential building;
- 5) structure, or
- 6) specialist object

- that are located in Poland and to which the entity indicated in the policy as the insured has a legal title (ownership, joint ownership, cooperative ownership right to the premises, right to a single-family house in a housing cooperative). The subject of insurance is indicated in the policy.

It is also possible to insure an apartment or a single-family house in which the insured person or the household member conducts business activity.

2. **Movable property insurance** may cover:

INSURANCE IN ALL RISKS VARIANT;

§ 5

1. The movable property insurance in All Risks variant covers household movable property or fixed elements; The policyholder chooses the subject of insurance.

2. Depending on the selected subject of insurance, PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 8:

All Risks Variant of real estate insurance

Pos.	Subject of insurance	Scope of insurance
1.	apartment;	for example, the following insurance accidents: - fortuitous events - power surge - vandalism - and insurance accidents other than indicated above
2.	single-family house	
3.	garage	
4.	non-residential building	
5.	structure	

Movable property insurance

Pos.	Subject of insurance	Scope of insurance
1.	household movable property	household movable property in: - apartment - single-family house - structure - garage - non-residential building - temporary place of residence of the insured's child, - taking into account § 3 sec. 2 let. b-d
		external household movable property taking into account § 3 sec. 2 let. a:
		extorting cash or jewellery, taking into account § 5 sec. 5 accident of a dog or cat, taking into account § 5 sec. 6
2.	fixed elements	for example, the following insurance accidents: - fortuitous events - power surge - vandalism - theft with burglary - other insurance accidents - and insurance accidents other than indicated above Fixed elements may be insured if the policyholder did not insure the apartment or single-family house.

3. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 2 (table above), for which PZU is liable.

4. PZU is also liable for damages caused by the insured as a result of gross negligence, if the damage resulted from: 1) failure to perform periodic technical inspections of: chimney flues, gas installation, electrical installation, stipulated by construction law - of the place where the insured movable property is located, or insured:

- 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 that is a building - if the age of the building on the first day of the insurance period does not exceed 50 years,
- d) garage that is not a building - if the age of the garage on the first day of the insurance period does not exceed 50 years, Age of the garage is a difference between the year of the first day of the insurance period and the year in which the garage starts to be used,
- e) apartment.

PZU pays the compensation for the above losses in real estate insurance up to the sum insured for the subjects of insurance mentioned in let. a-e above, no more than 50% of the sum insured (liability limit) and in the insurance of movable property within the limits of the sum insured for movable property which is located in the: house, building, garage, apartment mentioned in let. a-e above, no more than 50% of this sum insured (liability limit) and no more than the liability limits indicated in § 12 section 1;

2) leaving:

a) connected to the electrical installation: iron, hair straightener, curling iron, hair dryer, electric heater, fan heater, electric cooker, toaster, deep fryer, electric grill,

b) on an open flame, on a burner, on an electric cooker, on electric or induction cooktop: a vessel used to heat water or meals, c) a non-extinguished fireplace.

5. PZU is liable for extortion of cash or jewellery if it was committed in Poland from an insured who is under 13 years old, over 65 years old or totally or partially incapacitated. **Extortion of cash or jewellery** is the fraudulent and unlawful misappropriation of cash or jewellery (including cash that has been withdrawn from a bank account) by a third party. PZU is not liable for extortion of cash or jewellery, made in connection with a civil law contract (including a commercial transaction, purchase or exchange of goods or services).

6. PZU is liable for **accident of a dog or a cat**, that occurred in Poland, meaning:
- 1) an accident caused by the movement of a vehicle in which a dog or cat has suffered;
 - 2) a fall from height of a dog or cat;
 - 3) dog or cat being bitten by another animal;
 - 4) dog or cat being poisoned by third persons.

PZU pays compensation for the death of a dog or cat, reimburses medical expenses incurred in Poland and reimburses costs of putting the dog or cat to sleep when the veterinarian determines that there is a reasonable probability of death, or the suffering of the dog or cat needs to be shortened.

7. For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted from:
- 1) burglary of fixed elements - in the insurance of an apartment or a single-family house;
 - 2) theft with burglary of external elements - in the insurance of an apartment or a single-family house or non-residential building;
 - 3) theft with burglary of structure or its elements (including actuators and drives of the gate);
 - 4) acts of terrorism.

8. At the request of the policyholder, the scope of insurance may exclude losses that arise as a result of:

- 1) flooding - in the insurance of an apartment or a single-family house, garage or non-residential building;
- 2) power surge - in household movable property or fixed elements insurance.

UNIVERSAL AND STANDARD VARIANTS OF INSURANCE

§ 6

1. The movable property insurance in Universal variant covers household movable property or fixed elements in the Fortuitous events or in the Theft with burglary option. The policyholder chooses the subject and option of insurance.
2. The movable property insurance in Standard variant covers household movable property and fixed elements.
3. Depending on the selected subject, variant and option of insurance, PZU is liable for damages that occurred as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 8:

Universal Variant

Real estate insurance

Pos.	Subject of insurance	Scope of insurance	
1.	apartment	<ul style="list-style-type: none"> - fortuitous events - power surge - vandalism 	
2.	single-family house		
3.	garage		
4.	non-residential building		
5.	structure		
6.	specialist object	greenhouse	fortuitous events
		plastic tunnel	fortuitous events excluding hurricane, snow and ice

Universal Variant

Movable property insurance

Pos.	Subject of insurance	Scope of insurance	
1.	household movable property	household movable property in: <ul style="list-style-type: none"> - apartment - single-family house - structure - garage - non-residential building - temporary place of residence of the insured's child, taking into account § 3 sec. 2 let. b-d 	Fortuitous events option: - fortuitous events - power surge
		Theft with burglary option: - vandalism - theft with burglary - robbery at the place of insurance - robbery outside the place of insurance	
1.	household movable property	external household movable property taking into account § 3 sec. 2 let. a:	Fortuitous events option: - fortuitous events excluding snow and ice, flooding, precipitation - power surge
		Theft with burglary option: - vandalism - theft	

2.	fixed elements	fixed elements in: <ul style="list-style-type: none"> - apartment - single-family house, taking into account § 3 sec. 2 	Fortuitous events option: <ul style="list-style-type: none"> - fortuitous events - power surge Fixed elements may be insured in this option if the policyholder did not insure the apartment or single-family house. Theft with burglary option: <ul style="list-style-type: none"> - vandalism - theft with burglary If the policyholder insured apartment or single-family house and in the fixed elements insurance chose this Option, then fixed elements under this Option are insured only against theft with burglary risk. <p style="text-align: center;">Standard Variant</p>
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Movable property insurance

Pos.	Subject of insurance		Scope of insurance
1.	household movable property and fixed elements	household movable property in: <ul style="list-style-type: none"> - apartment - single-family house - structure - garage - non-residential building - temporary place of residence - of the insured's child, taking into account § 3 sec. 2 let. b-d fixed elements in: <ul style="list-style-type: none"> - apartment - single-family house, - taking into account § 3 sec. 2 	<ul style="list-style-type: none"> - fortuitous events - power surge - vandalism - theft with burglary - robbery at the place of insurance - robbery outside the place of insurance If the policyholder insured apartment or single-family house and in the movable property insurance chose Standard variant, then fixed elements under this variant are insured only against theft with burglary risk.
		external household movable property taking into account § 3 sec. 2 let. a:	<ul style="list-style-type: none"> - fortuitous events excluding snow and ice, flooding, precipitation - power surge - vandalism - theft

4. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 3 (table above), for which PZU is liable.

5. PZU is also liable for damages caused by the insured as a result of gross negligence, if the damage resulted from: 1) failure to perform periodic technical inspections of: chimney flues, gas installation, electrical installation, stipulated by construction law - of the place where the insured movable property is located, or insured:

- 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 that is a building - if the age of the building on the first day of the insurance period does not exceed 50 years, d) garage that is not a building - if the age of this garage that is a building - if the age of the garage on the first day of the insurance period does not exceed 50 years. Age of the garage is a difference between the year of the first day of the insurance period and the year in which the garage starts to be used,
- e) apartment.

PZU pays the compensation for the above losses in real estate insurance up to the sum insured for the subjects of insurance mentioned in let. a-e above, no more than 50% of the sum insured (liability limit) and in the insurance of movable property within the limits of the sum insured for movable property which is located in the: house, building, garage, apartment mentioned in let. a-e above, no more than 50% of this sum insured (liability limit) and no more than the liability limits indicated in § 12 section 1;

2) leaving:

- a) connected to the electrical installation: iron, hair straightener, curling iron, hair dryer, electric heater, fan heater, electric cooker, toaster,

deep fryer, electric grill,

- b) on an open flame, on a burner, on an electric cooker, on electric or induction cooktop: a vessel used to heat water or meals,
 - c) a non-extinguished fireplace.
6. For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted from:
- 1) theft with burglary of external elements - in the insurance of an apartment or a single-family house or non-residential building;
 - 2) theft with burglary of structure or its elements (including actuators and drives of the gate);
 - 3) acts of terrorism.
7. At the request of the policyholder, the scope of insurance may exclude losses that arise as a result of:
- 1) flooding - in the insurance of an apartment or a single-family house, garage or non-residential building;
 - 2) power surge - in household movable property or fixed elements insurance.

REFUND OF COSTS

- what additional costs are covered by PZU

§ 7

1. If an insurance accident covered by the scope of insurance occurs, PZU covers it up to the liability limits specified in § 12 sec. 3, the following costs incurred by the insured:
- 1) **search for the cause of the loss** - i.e., the costs of materials, equipment and labour incurred in order to:
 - a) find the place of failure of the installation that caused the loss,
 - b) remove installation failure,
 - c) repair of damaged or destroyed elements of the subject of insurance as a result of searching for the cause of the loss.
- PZU covers these costs if the damage occurred at the place of insurance.

However, if the loss occurred outside the place of insurance, and there was a possibility, that installation failure occurred at the place of insurance, PZU covers the costs of finding the place of failure of the installation at the place of insurance, removing the failure and repairing elements of the subject of insurance, that were damaged or destroyed as a result of searching for the cause of the damage.

These costs are covered by PZU in real estate insurance and in the insurance of fixed elements, which include the risk of fortuitous events;

- 2) loss of water - costs of water released from the water or central heating system located in the place of insurance as a result of a failure of the installation - if the loss resulted from flooding.

These costs are covered by PZU in real estate insurance and in the insurance of fixed elements, that were covered against risk of flooding;

- 3) **cleaning the insured location after the loss** - costs of removing pollutants, costs of removing unserviceable elements (waste) along with the costs of their storage or disposal, costs of demolition and disassembly of unserviceable elements, costs of cleaning up a tree that has damaged the subject of insurance;

These costs are covered by PZU in real estate insurance and in the movable property insurance;

- 4) repair of anti-theft devices - costs of repairing damaged or destroyed as a result of theft with burglary or vandalism of the following fixed elements: window and door joinery with glazing and closures, grilles, roller shutters, detectors, signalling devices and other anti-theft security elements.

These costs are covered by PZU in real estate insurance and in the movable property insurance, that were covered against risk of theft with burglary or vandalism.

2. Moreover - regardless of whether an insurance accident covered by the scope of insurance has occurred - PZU covers up to the liability limits specified in § 12 sec. 3, the costs of **purchase of food products** - meaning the costs incurred by the insured to buy the food products to replace the products that became defrosted. **Defrosting** is the loss of suitability for consumption as a result of an increase in the storage temperature in a refrigerating appliance due to the failure of the appliance to operate properly or a power outage that occurred during the insurance period. This device must be located in an apartment or a single-family house in which the insured household movable property is located.

These costs are covered by PZU in household movable property insurance, which covers the risk of fortuitous events.

3. PZU covers the costs specified in sec. 1 p. 1 and 4 to the amount actually incurred, but not more than the amount that corresponds to the cost of repair or reconstruction, determined taking into account the current structure, dimensions and finishing standards and using the same or the closest materials or the cost of purchase (manufacture) of a new item of the same or the closest type, the same or the most similar brand, taking into account the average prices in the area where the insurance accident occurred.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 8

1. Insurance does not cover:

- 1) photovoltaic installation, which includes photovoltaic panels with a total power exceeding 20 kW;
- 2) tents;
- 3) payment cards;
- 4) securities;
- 5) municipal transit tickets, all kinds of service and loyalty cards;
- 6) documents. This exclusion does not apply to identity documents: ID card, passport, driving license, school ID, student ID;
- 7) works of art. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of works of art;
- 8) hunting trophies;
- 9) precious, semi-precious or synthetic stones, precious organic substances which are not consumables and precious metals in scrap or bars;
- 10) items collected in quantities that indicate their commercial purpose;
- 11) data and documents stored on computers, tablets, telephones or removable data carriers;
- 12) keys to buildings other than those specified in the policy and keys and other devices for opening locks in vehicles;
- 13) software. This exclusion does not apply to the operating system that is an integral part of the computer;
- 14) animals other than pets;

- 15) land vehicles which are subject to mandatory registration, watercraft other than muscle powered, aircraft other than hang gliders, powered hang gliders, paragliders, balloons, parachutes, kites, flying models, drones;
- 16) portable medical equipment;
2. The insurance does not cover: cash, objects made of silver, gold, platinum or palladium, coins or jewellery, if:
 - 1) the insured has given the apartment or single-family house in which they are located for use to a third party,
 - 2) the continuous absence of the insured from the apartment or single-family house in which they are located lasted longer than 3 months,
 - 3) they were lost during a rescue operation in connection with an insurance accident or
 - 4) they are located in a utility room, garage, non-residential building, structure.
3. The insurance does not cover: audio-visual, computer, photographic equipment, musical instruments, telephones located in a utility room, garage, non-residential building, structure.
4. PZU is not liable for losses:
 - 1) which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity or where PZU is liable for damages caused by gross negligence in accordance with § 5 sec. 4 and § 6 sec. 5;
 - 2) which the person with whom the insured person stays in the same household has done deliberately.
5. Taking into account § 9, PZU is also not liable for damages resulting from:
 - 1) failure to perform technical inspections of the subject of insurance as provided by law and their periodic inspections if the obligation to perform them belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 2) rupture of pipes or installation equipment as a result of freezing of water or other liquid caused by failure to maintain the proper temperature in the rooms, if the obligation to maintain the proper temperature in the rooms belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 3) flooding due to precipitation:
 - a) through open, leaky or unsecured windows, doors or other openings, if the insured was obliged to close, seal or secure them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - b) through unpreserved or improperly maintained: roof, walls, balconies, terraces or windows, if the insured was obliged to maintain them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident.
6. PZU is also not liable for damages resulting from:
 - 1) construction errors in an insured single-family house, garage, non-residential building, if:
 - a) it was erected or rebuilt without a design executed by an authorised specialist,
 - b) it was erected or rebuilt without complying with design executed by an authorised specialist,if the insured knew about it or was able to find out with due diligence and it did affect the occurrence of the insurance accident;
 - 2) dampness or mould in the rooms. This exclusion does not apply to situations where the damp or mould in the rooms occurred as a result of the following insurance accidents for which PZU is liable:
 - a) flooding of food,
 - b) precipitation in relation to the rooms in the apartment;
 - 3) groundwater penetration. This exclusion does not apply if penetration of groundwater was caused by flood, rain with coefficient equal of at least 4 as determined by the IMGW. If it is not possible to obtain the opinion from the IMGW, the presence of rain with coefficient equal of at least 4 is established on the basis of the actual condition and excess of damages at their location or in the direct vicinity;
 - 4) freezing of the subject of insurance or its components. This exclusion applies to the real estate insurance;
 - 5) dirt, discoloration, detachment, mould formation on external plasters or facades as a result of precipitation or being covered with water or other liquid by a moving vehicle;
 - 6) subsidence of soil as a result of groundworks;

- 7) theft with burglary, other than the perpetrator overcoming the security referred to in § 10;
- 8) warfare, martial law, state of emergency, acts of terrorism, strikes or social unrest;
- 9) influence of nuclear energy, laser and maser beams, ionizing radiation, magnetic and electromagnetic field, and radioactive contamination;
- 10) administrative decision.
7. PZU is also not liable for losses occurred in relation with activity of the mining plant.
8. PZU is also not liable for damage caused by the insured in the state of:
- 1) drunkenness, or
 - 2) after use of alcohol, or
 - 3) under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction

This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident. PZU determines the state of the insured according to the provisions of the law of the country in which the insurance accident occurred.

9. In All Risks variant, PZU is also not liable for:
- 1) losses, that occurred as the result of:
 - a) breakage or cracking of:
 - the subject of insurance or its element made of ceramics, stone, conglomerate, plastic, glass (including crystal),
 - induction hob, solar collector, photovoltaic panel,
 - screens, monitors, matrices or displays that are elements of the subject of insurance.

This exclusion does not apply to losses that occurred as a result of fortuitous events, power surge, vandalism, rescue operation carried out in connection with any of these insurance accidents within PZU liability,

- b) human-caused spillage of water or other liquid. This exclusion does not apply to losses that occurred as a result of flooding within PZU liability, or if the spilling or pouring is a result of vandalism, for which PZU bears liability,
- c) human-caused dropping the subject of insurance into water or other liquid,
- d) construction, assembly, disassembly or installation works, carried out inside: an apartment, a single-family house, garage, non-residential building or structure - indicated in the policy. This exclusion does not apply to situation where the result of these works is fortuitous event or power surge, for which PZU bears liability,
- e) the action of insects, ticks, mould, fungi, internal decay or natural processes that take place in the subject of insurance,
- f) actions of animals (including birds) consisting in soiling the subject of insurance,
- g) influence of plants or animals that belong to the insured person. This exclusion does not apply to situation where the result of these actions or influence is fortuitous event or power surge, for which PZU bears liability,
- h) improper care of plants, plant diseases,
- i) illness or death of domestic animals for natural reasons,
- j) natural subsidence of the building or structure.

This exclusion does not apply to situation where the result of the subsidence is fortuitous event or power surge, for which PZU bears liability,

- k) vibrations or tremors caused by traffic of land or underground vehicles, or aircraft. This exclusion does not apply to situation where the vibrations or tremors occurred as result of sonic boom, for which PZU bears liability,
 - l) usage or wear and tear, as a result of which the subject of insurance collapsed, became dirty, discoloured, deformed, frayed, scratched, chipped, detached, torn, corroded or oxidized. This exclusion does not apply to situation where the result of the usage or wear and tear is fortuitous event or power surge, for which PZU bears liability,
 - m) smoke or soot occurred during the preparation of meals. This exclusion does not apply to situation where the vibrations or tremors occurred as result of fortuitous event or power surge, for which PZU bears liability,
 - n) fraudulent property fraud. This exclusion does not apply to extorting cash or jewellery,
 - o) loss, sale, donation, exchange of insured items;
- 2) losses in the subject of insurance, which arose as a result of failure of the

subject of insurance. This exclusion does not apply to situation where the result of the failure is fortuitous event or power surge, for which PZU bears liability. **Failure of the subject of insurance** is damage that prevents the subject of insurance from being used for its intended purpose, caused by a defect of the subject, improper operation, improper maintenance or wear of its components.

10. In All Risks variant, PZU is also not liable for losses occurred as result of:
- 1) acts of terrorism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of acts of terrorism;
 - 2) theft. This exclusion does not apply to theft of external movable property;
 - 3) theft with burglary in real estate insurance.
- This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of theft with burglary;

PROTECTION OF THE PROPERTY

- how to protect the insured objects

§ 9

The Policyholder is obliged to:

- 1) comply with applicable fire protection laws;
- 2) keep the subject of insurance in proper technical condition, including its technical inspections and periodic inspections, as well as conducting its ongoing maintenance;
- 3) follow the recommendations of manufacturers and suppliers of technical devices;
- 4) use protective measures to protect water and central heating systems and their installation equipment against frost, in particular to maintain the appropriate temperature in the rooms, close the valves and drain the water from the installations in unused facilities;
- 5) ensure that during the insurance period the conditions for securing the insured property referred to in § 10 are met, including closing openings (e.g., windows and doors) in the manner specified in § 10.

Taking into account § 5 sec. 4 and § 6 sec. 5, if the insured breaches these obligations intentionally or as a result of gross negligence, PZU is not liable for losses that arose because of this. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity.

§ 10

1. The insured property should be secured as follows:
- 1) walls, floors, ceilings, roofs in an apartment, single-family house, garage, non-residential building, structure, specialist object are fixed and embedded in such a way that it is not possible to dismantle them without damaging or destroying them at the same time;
 - 2) all openings in walls, ceilings, floors, roofs in an apartment, single-family house, garage, non-residential building, building, specialist object are closed and secured in a way that prevents third parties from accessing the interior or prevents objects from being removed from the interior without the use of force or tools. Windows, balcony or patio doors can be unsealed in such a way that the sash of the window or door creates a micro-gap in relation to the frame, but still cannot be opened without leaving traces of force or tools;
 - 3) external doors, with the exception of balcony or terrace doors, to an apartment, single-family house is locked with at least one multi-bolt or multi-point or mechanical-electronic lock;
 - 4) external doors to a utility room, garage, non-residential building, structure is locked with at least one multi-bolt lock or multi-bolt padlock. PZU also considers the electronic gate closing system to be an equivalent closing of the external door to the utility room or garage;
 - 5) keys and other devices intended for opening locks are owned only by: the insured or a person authorized by him. This does not apply to utility rooms shared with other people.
2. Based on a risk assessment, PZU may define individual conditions for securing the insured property. PZU may subject the conclusion of the insurance agreement to its inspection.

SUM INSURED

- how to determine sum insured

§ 11

1. In real estate insurance, the policyholder establishes separate sums insured for individual subjects of insurance. In the event of extending the scope of insurance to include losses resulting from theft with burglary of fixed elements

of an apartment or a single-family house, the policyholder determines a separate sum insured for this risk.

2. In the movable property insurance, the policyholder determines the sums insured for household movable property and fixed elements depending on the selected subject, variant and insurance option:
 - 1) in All Risks variant for:
 - a) household movable property,
 - b) fixed elements;
 - 2) in Universal variant for:
 - a) household movable property in Fortuitous events option,
 - b) household movable property in Theft with burglary option, c) fixed elements in Fortuitous events option, d) fixed elements in Theft with burglary option;
 - 3) in Standard variant for household movable property and fixed elements.
3. The sum insured should correspond to the value of the insured items and constitutes the upper limit of PZU's liability. If a limit of liability has been set for certain losses or costs, then this is the upper limit of liability for those losses or costs.
4. In the movable property insurance, the sum insured for household movable property and fixed elements is determined:
 - 1) in new value - for All Risks variant;
 - 2) in new value or actual value - at the policyholder's choice - for the Universal and Standard variant.
5. In real estate insurance, the sum insured is not reduced by any amount paid out by PZU.
6. In the insurance of movable property, after the payment of compensation or costs specified in § 7 and § 16 sec. 1 point 1, the sum insured is reduced by the amount paid out by PZU. The policyholder in consultation with PZU, may supplement the sum insured. In such case he/she has to pay additional insurance premium.

For insurance accidents that occurred up to the date of supplementing the sum insured, PZU shall be liable up to the amount of the sum insured before it was supplemented.
7. If, after concluding the insurance agreement, the value of the insured subject increases, the policyholder may, in agreement with PZU, increase the sum insured. If, after concluding the insurance agreement, the value of the insured subject decreases, the policyholder may require the appropriate deduction of the sum insured. For the same reason, PZU may unilaterally reduce the sum insured, notifying the policyholder at the same time. The reduction in the sum insured entails a corresponding reduction in the insurance premium starting from the first day of the month in which the policyholder demanded a reduction in the sum insured or in which PZU notified the policyholder of a unilateral reduction of this sum.

LIABILITY LIMITS

- What are the limits of PZU liability

§ 12

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

Pos.	Subject of insurance	Liability limit
1.	items made 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 10.000 PLN
3.	equipment for business activity	not more than 10.000 PLN
4.	household movable property in utility room except for utility room in single-family house	30% of the sum insured
5.	household movable property in a garage or a non-residential building	30% of the sum insured
6.	household movable property in a structure	30% of the sum insured
7.	external household movable property	10% of the sum insured
8	household movable property in temporary place of residence of a child, referred to in § 3 sec. 2 let. D	10% of the sum insured
9	household movable property in the event of their robbery outside the place of insurance	10% of the sum insured, not more than 10.000 PLN
10	cash, jewellery in the event of extortion of cash or jewellery referred to in § 5 sec. 5	10% of the sum insured, not more than 10.000 PLN
11	domestic animals (pets);	not more than 5.000 PLN
2.	If a given subject of insurance qualifies for more than one of the positions listed in sec. 1 (table above), the upper limit of PZU liability is the lowest limit among those,	to which the subject of insurance qualifies. 3. PZU covers the costs indicated in § 7 up to the following liability limits (table below):

Pos.	Type of cost	Liability limits
1.	search for the cause of damages	a) in real estate insurance - within the sum insured for the subject of insurance, b) in fixed elements insurance - within the sum insured for the subject of insurance for fixed elements including the risk of fortuitous events
2.	loss of water	a) in real estate insurance - within the sum insured for the subject of insurance including risk of flooding, b) in fixed elements insurance - within the sum insured for the subject of insurance for fixed elements including the risk of flooding, - not more than 3.000 PLN
3.	cleaning the insured location after the loss	a) in real estate insurance - within the sum insured for the subject of insurance, not more than 5% of this sum insured b) in movable property insurance within the appropriate sum insured for the subject of insurance If the costs relate to the insured and uninsured property and cannot be assigned to a given part of the property, PZU covers the costs incurred in such a proportion as the value of the insured property to the total value of the insured and uninsured property, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.
4.	repair of anti-theft devices	a) in real estate insurance - within the sum insured for the subject of insurance, b) in movable property insurance within the sum insured for the subject of insurance including the risk of theft with burglary and vandalism If both household movable property and fixed elements are insured against the risk of theft with burglary and vandalism - up to the total sum insured for these items, and in the Standard variant - within the sum insured for this variant.
5.	purchase of food products	within the sum insured for the household movable property including the risk of fortuitous events, not more than 500 PLN

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 13

- PZU determines the amount of compensation in the amount that corresponds to the amount of the loss occurred and does not exceed the sum insured specified in the policy and takes into account the liability limits specified in § 5 sec. 4, § 6 sec. 5 and § 12.

- PZU determines the amount of compensation for:
 - apartment:
 - in market value - in case of **total loss**. **Total loss** is damage to, or destruction of the building in which the insured apartment, utility room or parking space is located, to a degree which:
 - renders impossible further leaving in this apartment or using this room or space and repairing them, or
 - causing annihilation of that apartment, room or parking space,
 - in new value - for any other type of loss;
 - single-family house,
 - non-residential building - if on the first day of the insurance period the age of the building:
 - with non-flammable structure does not exceed 45 years,
 - with flammable structure does not exceed 30 years,
 - in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in let. a;
 - non-residential building:
 - in new value- if on the first day of the insurance period the age of the building does not exceed 20 years,
 - in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in let. a;
 - garage - in new value;

- 5) structure, specialist object - in actual value;
- 6) fixed elements of an apartment or single-family house insured against theft with burglary - in real estate insurance - in new value;
- 7) movable property and fixed elements - in the movable property insurance:
 - a) in new value, or
 - b) in actual value
 - depending on which of the values above the policyholder chose during concluding the insurance agreement for determining the sum insured.
- 3. Taking into account paragraph 1, in case of apartment insurance, compensation is also due for damage to common parts of the apartment building in which the apartment is located, in proportion to the share in the common parts of the property attributable to that apartment.
- 4. The insured or PZU may appoint appraisers to determine the cause or extent of the loss. If the opinions of the appraisers differ, the insured and PZU may appoint an additional appraiser who will issue an opinion based on the submitted expert opinions and their own assessment of the facts. Each of the above persons bears the costs of the appraiser whom they have appointed. The costs of the additional appraiser are borne by the insured and PZU equally.

§ 14

- 1. In real estate and fixed elements insurance, the amount of compensation is determined on the base of the cost estimate prepared by PZU:
 - 1) in the expert system of costing works and building structures or
 - 2) based on construction price lists prepared by entities specialized in the field of construction.
- 2. In real estate and fixed elements insurance, the amount of compensation may be determined by PZU, in agreement with the insured, on the base of:
 - 1) bills for the reconstruction or repair of the subject of insurance, which are confirmed by:
 - a) as-built cost estimate, prepared by the entity carrying out the reconstruction or repair,
 - b) specification of the scope of the works performed, prepared by the entity performing the reconstruction or repair, if the amount of loss, before taking into account the degree of technical wear, does not exceed the amount of 10,000 PLN, or
 - 2) cost estimate for reconstruction or repair made by the insured on his own.
- 3. The cost estimates referred to in sec. 2, must be drawn up in accordance with the principles of calculating and determining the prices of construction, electrical and installation works in construction, which take into account the current structure and dimensions of the property and the standard of finishing, using the same or the most similar materials, taking into account the average prices in the area on which the insurance accident occurred.
- 4. When determining the costs of repairing paint or varnish coatings of walls, floors, ceilings and stairs that are located inside an apartment or building, PZU does not take into account the degree of technical wear.
- 5. If there is a total loss in the apartment, utility room or parking space, referred to in § 13 sec. 2 point 1 let. a, PZU determines the amount of compensation according to:
 - 1) the price of 1 m² of usable floor space of an apartment used to determine the market value of the apartment;
 - 2) the price of the utility room or parking space, used to determine the market value of the utility room or parking space, respectively.
- 6. The amount of compensation for household movable property is determined by PZU:
 - 1) in the case of total destruction or loss of the subject of insurance - in the amount corresponding to its documented value, if repair is not possible;
 - 2) in the case of damage to the subject of insurance - in the amount of the cost of repairing the damage caused by the insurance accident. The repair costs are determined by PZU on the basis of the average prices of service companies or the repair bill or in the amount of the percentage loss in value of the damaged subject of insurance specified in agreement with the insured.
- 7. In the case of total destruction or loss of the fixed elements - PZU determines the amount of compensation in the amount corresponding to its documented value, if repair is not possible;
- 8. If the value of household movable property or fixed items cannot be documented, PZU determines the amount of compensation according to the average value of an item of the same or similar type and variety, taking into account the average prices in the area where the insurance accident occurred.
- 9. The amount of compensation established for household movable property in the amount of repair costs may not exceed:
 - 1) the new value of the subject of insurance if it is insured in the new value;
- 2) the actual value of the subject of insurance if it is insured in the actual value.
- 10. The submitted bills for reconstruction or repair, together with the as-built cost estimate and specification of the scope of works performed, cost estimates for the reconstruction or repair performed by the insured, PZU verifies in terms of their compliance with the actual state, i.e., it checks:
 - 1) amount of the costs incurred;
 - 2) previous dimensions of the insured items;
 - 3) the extent of the work carried out and the nature of the materials used.
- 11. When determining the amount of compensation for household movable property that form 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, adding or supplementing the lost elements.
- 12. The amount of compensation for household movable property below is determined by PZU:
 - 1) for cash - at its nominal value. If the money is a foreign currency, PZU converts it into PLN at the average NBP exchange rate that is in force on the date of determining the compensation;
 - 2) for coins - at value of scrap. If the coins are legal tender and their nominal value is higher than the scrap value, PZU calculates the compensation according to their nominal value. If the coins are a foreign currency, PZU converts it into PLN at the average NBP exchange rate that is in force on the date of determining the compensation;
 - 3) for items made of silver, gold, platinum or palladium and jewellery - at the cost of repairing, manufacturing or purchasing 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 leading to the place of insurance - at the costs of restoring a set of keys, including the costs of replacing the locks;
 - 6) for pets in case of:
 - a) loss (including death) - at 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 putting to sleep - on the basis of the bill for the treatment of the animal or its emergency putting to sleep in Poland. PZU reimburses the insured, up to the amount that corresponds to the average price for this type of service in the area where it was performed;
 - 7) for potted plants - at the average value of a potted plant of the same species and variety, and of the same or similar size, determined taking into account the average prices in the area where the insurance accident occurred.

§ 15

- 1. PZU determines the amount of compensation by:
 - 1) taking into account the value of the remains of the damaged or destroyed subject of insurance;
 - 2) not taking into account:
 - a) scientific, collector's, artistic, historic or memorial value,
 - b) costs resulting from the lack of spare parts or materials needed to restore the condition existing before the damage.
- 2. PZU determines the amount of compensation on the base of the prices from the day of determining the compensation. The exception is the damage documented with the bill for the reconstruction or repair confirmed with the as-built cost estimate or the specification of the scope of the works performed or documented with the cost estimate for the reconstruction or repair performed by the insured, in accordance with § 14.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 16

- 1. If the insurance accident occurs, the policyholder or the insured is obliged to:
 - 1) use available means to save the subject of insurance and prevent the damage or reduce its size:
 - a) inter alia, call the fire brigade and notify the police, if necessary, in particular in the case of theft with burglary, robbery at the place of insurance, robbery outside the place of insurance, extortion of cash or jewellery,
 - b) additionally, in the case of robbery outside the place of insurance carried out outside Poland, notify the relevant law enforcement.
 If the policyholder or the insured failed to apply the above measures

intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective;

- 2) secure the possibility of pursuing claims for damages against persons responsible for the damage and provide PZU with assistance by providing the information and documents necessary for the effective pursuit of recourse claims;
 - 3) notify PZU immediately about the occurrence of the insurance accident, but not later than within 7 days from the date of its occurrence. In the event of a breach of this obligation intentionally or as a result of gross negligence, PZU may reduce the compensation accordingly, if the breach contributed to an increase in the loss or made it impossible for PZU to determine the circumstances and consequences of the accident. The effects of failure to notify PZU about the insurance accident will not take place if PZU received information about the circumstances that should have been communicated to it within the above-mentioned period;
 - 4) not to make - until PZU or its representative has made an inspection - any changes to the damaged subject of insurance and not to repair it unless it is necessary to secure the remaining items after the damage or reduce the extent of the damage. This provision does not apply to situations where PZU or its representative has not carried out such an inspection within 7 days from the date of receipt of the notification of the damage, or 14 days, if it was necessary to appoint experts (appraisers);
 - 5) provide the PZU representative with explanations and help in obtaining information on the circumstances of the insurance accident, the causes of the damage, its subject and size.
2. In the case of theft with burglary of fixed elements that have not yet been built in or installed, the insured is obliged to prove the fact of their purchase.
 3. In the case of extorting cash or jewellery, the insured person is obliged to present a confirmation of the withdrawal of cash from the bank account, if such event took place (e.g., a printout from an ATM, confirmation of the withdrawal at a bank branch).

**CHAPTER 4
REAL ESTATE AND MOVABLE PROPERTY INSURANCE - PROPERTY
OTHER THAN IN CHAPTER 3:**

MULTI-FAMILY HOUSE INSURANCE

SUBJECT OF INSURANCE

- what may be insured

§ 17

Real estate insurance may cover multi-family house located in Poland, which is owned or co-owned by the entity indicated in the policy as the insured. It is also possible to insure multi-family house in part of which the insured person or the household member conducts business activity. **Multi-family house** - residential building with more than two premises that do not constitute a separate property or are not the object of cooperative ownership title to premises. Includes also fixed components and external elements;

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

SCOPE OF INSURANCE

- what is PZU liable for

§ 18

1. PZU is liable for **insurance accident**, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the insurance period, and as result of which a loss covered under the scope of insurance has occurred, PZU is liable for insurance accidents, that occurred in location indicated in § 17.
2. A multi-family house may be insured in one of the following scopes of insurance: in All Risks or Universal variant; The policyholder chooses the variant.
3. Depending on the selected subject of insurance, PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 20:

Scope of insurance	All Risks Variant	Universal Variant
	Scope of insurance	
house multi-family	for example, the following insurance accidents: - fortuitous events - power surge - vandalism - and insurance accidents other than indicated above	- fortuitous events - power surge - vandalism

4. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 3 (table above), for which PZU is liable.
5. For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted from: 1) theft with burglary of external elements; 2) acts of terrorism.
6. At the request of the policyholder, the scope of insurance may exclude losses that arise as a result of flooding.
7. Regardless of the insurance variant, PZU is also liable for damages caused by the insured as a result of gross negligence, if the damage resulted from failure to perform periodic technical inspections of: chimney pipes, gas installation, electrical installation required by the construction law - the insured multi-family house, if the building's age on the first day of the insurance period does not exceed 50 years. PZU pays compensation for the above damages up to the sum insured, not more than 50% of this sum insured (liability limit)

REFUND OF COSTS

- what additional costs are covered by PZU

§ 19

If an insurance accident covered by the scope of insurance occurs, PZU covers the incurred by the insured specified in § 7 sec. 1, point 1-3 up to the following liability limits (table below):

Pos.	Type of cost	Liability limits
1.	search for the cause of damages	within the sum insured
2.	loss of water	within the sum insured covering the risk of flooding- not more than 3,000 PLN
3.	cleaning the insured location after the loss	within the sum insured, not more than 5% of this sum If the costs relate to the insured and uninsured property and cannot be assigned to a given part of the property, PZU covers the costs incurred in such a proportion as the value of the insured property to the total value of the insured and uninsured property, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 20

1. The provisions of § 8 sec. 1 point 1, sec. 6 point 2-6, 8-10, sec. 7 i 8. apply.
2. PZU is not liable for losses:
 - 1) which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity or where PZU is liable for damages caused by gross negligence in accordance with § 18 sec. 7;
 - 2) which the person with whom the insured person stays in the same household has done deliberately.

3. Taking into account § 21, PZU is also not liable for damages resulting from:

- 1) failure to perform technical inspections of the subject of insurance as provided by law and their periodic inspections if the obligation to perform them belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 2) rupture of pipes or installation equipment as a result of freezing of water or other liquid caused by failure to maintain the proper temperature in the rooms, if the obligation to maintain the proper temperature in the rooms belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 3) flooding due to precipitation:
 - a) through open, leaky or unsecured windows, doors or other openings, if the insured was obliged to close, seal or secure them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - b) through unpreserved or improperly maintained: roof, walls, balconies, terraces or windows, if the insured was obliged to maintain them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident.
4. PZU is also not liable for damages resulting from:

- 1) construction errors in an insured multi-family house, if:
 - a) it was erected or rebuilt without a design executed by an authorised specialist,
 - b) it was erected or rebuilt without complying with design executed by an authorised specialist,- if the insured knew about it or was able to find out with due diligence, and it did affect the occurrence of the insurance accident;
- 2) covering the multi-family house with graffiti.

5. In All Risks variant:

- 1) the provisions of § 8 sec. 9 point 1, let a-b, e-g, j-m point 2 apply.
- 2) PZU is also not liable for losses occurred as result of:
 - a) construction, assembly, disassembly or installation works, carried out inside the multi-family house. This exclusion does not apply to situation where the result of these works is fortuitous event or power surge, for which PZU bears liability,
 - b) theft,
 - c) theft with burglary. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of theft with burglary;
 - d) acts of terrorism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of acts of terrorism;

PROTECTION OF THE PROPERTY

- how to protect the insured objects

§ 21

1. The provisions of § 9 point 1-4 apply and the insured is obliged to ensure that, during the insurance period, the conditions for securing the insured property referred to in sec. 2 are met.

Taking into account § 18 sec. 7, if the insured breaches the obligations set in § 9 point 1-4 and the obligation above intentionally or as a result of gross negligence, PZU is not liable for losses that arose because of this. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 24

1. The provisions of § 16 sec. 1 point 2-5 apply.
2. Moreover, if the insurance accident occurs, the policyholder or the insured is obliged to use the means available to him to save the multi-family house and to prevent or reduce the damage, inter alia, call the fire brigade and notify the police, if necessary, in particular in the case of theft with burglary. If the policyholder or the insured failed to apply the above measures intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective;

2. The insured property should be secured as follows:

- 1) walls, floors, ceilings, roofs are fixed and embedded in such a way that it is not possible 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 third parties from accessing the interior.
- In addition, the provisions of § 10 sec. 2 apply.

SUM INSURED

- how to determine sum insured

§ 22

1. The sum insured is determined by the policyholder.
2. The sum insured should correspond to the value of the insured multi-family house and constitutes the upper limit of PZU's liability. If a limit of liability has been set for certain costs, then this is the upper limit of liability for those losses or costs.
3. The provisions of § 11 sec. 5 and 7 apply.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 23

1. PZU determines the amount of compensation in the amount that corresponds to the amount of the loss occurred and does not exceed the sum insured specified in the policy and takes into account the liability limits specified in § 19.
2. PZU determines the amount of compensation in:
 - 1) new value - if on the first day of the insurance period the age of the building:
 - a) with non-flammable structure does not exceed 45 years,
 - b) with flammable structure does not exceed 30 years;
 - 2) in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in point 1.
3. The provisions of § 13 sec. 4 § 14 sec. 1-4, 7, 8 and 10 and § 15. apply.
 - 2) non-residential building or
 - 3) structure
 - located in Poland and owned or co-owned by the entity indicated in the policy as the insured and located on a recreational plot (including allotment gardens).

Holiday house is a building or other structure not being a building, designated for recreational or leisure purposes. It also includes the fixed components and external elements and the utility rooms in this building or structure. The subject of insurance is indicated in the policy.
2. **Movable property insurance** may cover:
 - 1) household movable property, or
 - 2) fixed elements,- to which the entity indicated in the policy as the insured or household member, has a legal title and that are located in holiday house (excluding terrace and balcony) in Poland.

Together with the household movable property above, insurance covers also the household movable property to which the entity indicated in the policy as the insured or household member, has a legal title and that are located in non-residential building on the same recreational plot as holiday house. The holiday house is indicated in the policy.
3. For the payment of additional insurance premium, it is also possible to include in the real estate insurance the garden plants planted in the ground.

REAL ESTATE AND MOVABLE PROPERTY ON RECREATIONAL PLOT INSURANCE

SUBJECT OF INSURANCE

- what may be insured

§ 25

1. Real estate insurance may cover:
 - 1) holiday house,

SCOPE OF INSURANCE

- what is PZU liable for

§ 26

1. PZU is liable for insurance accident, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the

- insurance period, and as result of which a loss covered under the scope of insurance has occurred, PZU is liable for insurance accidents, that occurred in location indicated in § 25 sec. 1 i 2
2. The subject of insurance may be insured in one of the following scopes of insurance: in All Risks or Universal variant; The policyholder chooses the variant.

In movable property insurance in:

- 1) All Risks variant covers household movable property or fixed elements;

The policyholder chooses the subject of insurance.

- 2) Universal variant covers household movable property or fixed elements in the Fortuitous events or in the Theft with burglary option. The policyholder chooses the subject and option of insurance.
3. Depending on the selected subject of insurance, in All Risks variant PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 28:

All Risks Variant of real estate insurance

Pos.	Subject of insurance		Scope of insurance
1.	holiday house		
2.	non-residential building		for example, the following insurance accidents: - fortuitous events - power surge - and insurance accidents other than indicated above
3.	structure	Movable	
Pos.	Subject of insurance		Scope of insurance
1.	household movable property	household movable property in: - holiday house - non-residential building, taking into account § 25 sec. 2	for example, the following insurance accidents: - fortuitous events - power surge - theft with burglary - and insurance accidents other than indicated above

fixed elements

fixed elements in holiday house, taking into account § 25 sec. 2

for example, the following insurance accidents:

- fortuitous events
- power surge
- theft with burglary
- and insurance accidents other than indicated above

Fixed elements may be insured if the policyholder did not insure the holiday house.

4. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 3 (table above), for which PZU is liable.

5. Depending on the selected subject of insurance, in Universal variant PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with exclusions of liability specified w § 28:

Universal Variant

Real estate insurance			
Pos.	Subject of insurance		Scope of insurance
1.	holiday house		- fortuitous events - power surge
2.	non-residential building		
3.	structure		
Movable property insurance			
Pos.	Subject of insurance		Scope of insurance
1.	household movable property	household movable property in: - holiday house - non-residential building, taking into account § 25 sec. 2	Fortuitous events option: - fortuitous events - power surge Theft with burglary option: - theft with burglary
2.	fixed elements	fixed elements in holiday house, taking into account § 25 sec. 2	Fortuitous events option: - fortuitous events - power surge Fixed elements may be insured in this option if the policyholder did not insure the holiday house. Theft with burglary option: - theft with burglary

6. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 5 (table above), for which PZU is liable.

7. For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted from:

- 1) vandalism;
- 2) acts of terrorism;
- 3) theft with burglary of fixed elements - in the insurance of holiday house in All Risks variant;
- 4) theft with burglary of external elements - in the insurance of holiday house or non-residential building;

8. At the request of the policyholder, the scope of insurance may exclude losses that arise as a result of:

- 1) flooding - in the insurance of holiday house or non-residential building;
- 2) power surge - in household movable property or fixed elements insurance.

9. Regardless of the insurance variant, PZU is also liable for damages caused by the insured as a result of gross negligence, if the damage resulted from failure to perform periodic technical inspections of: chimney pipes, gas installation, electrical installation required by the construction law - of the place where the insured movable or insured property is located:

- 1) holiday house that is a building - if the age of the building on the first day of the insurance period does not exceed 50 years,
 - 2) holiday house that is not a building - if the age of the holiday house on the first day of the insurance period does not exceed 50 years, Age of the holiday house is a difference between the year of the first day of the insurance period and the year in which the holiday house starts to be used,
- PZU pays the indemnity for the above losses in real estate insurance up to the sum insured for the subjects of insurance mentioned in point 1 and 2 above, no more than 50% of the sum insured (liability limit) and in the insurance of movable property within the limits of the sum insured for movable property which is located in the: homes, mentioned in point 1 and 2 above, no more than 50% of this sum insured (liability limit) and no more than the liability limits indicated in § 31 section 1;

REFUND OF COSTS

- what additional costs are covered by PZU

§ 27

If an insurance accident covered by the scope of insurance occurs, PZU covers the following costs incurred by the insured:

- 1) search for the cause of damages;
- 2) cleaning the insured location after the loss;
- 3) anti-theft security repairs - up to liability limits specified w § 31 sec.2.

The description of the costs above is included in § 7 sec. 1 point 1, 3 and 4.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 28

1. The provisions of § 8 sec. 1 point 1-6, 8-13, 15 and 16, sec. 6 point 2-6, 8-10, sec. 7 i 8 apply.

2. Insurance does not cover:

- 1) holiday house used for business activity or rented to third persons;
- 2) cash, coins;
- 3) items made of silver, gold, platinum or palladium;
- 4) jewellery;
- 5) potted plants;
- 6) animals;
- 7) business property;
- 8) equipment for business activity;
- 9) works of art;
- 10) audio-visual, computer, photographic equipment, musical instruments, telephones located in a utility room, non-residential building.

3. PZU is not liable for losses:

- 1) which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity or where PZU is liable for damages caused by gross negligence in accordance with § 26 sec. 9;

- 2) which the person with whom the insured person stays in the same household has done deliberately.
4. Taking into account § 29, PZU is also not liable for damages resulting from:
- 1) failure to perform technical inspections of the subject of insurance as provided by law and their periodic inspections if the obligation to perform them belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 2) rupture of pipes or installation equipment as a result of freezing of water or other liquid caused by failure to maintain the proper temperature in the rooms, if the obligation to maintain the proper temperature in the rooms belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - 3) flooding due to precipitation:
 - a) through open, leaky or unsecured windows, doors or other openings, if the insured was obliged to close, seal or secure them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - b) through unpreserved or improperly maintained: roof, walls, balconies, terraces or windows, if the insured was obliged to maintain them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident.
5. PZU is also not liable for damages resulting from:
- 1) construction errors in an insured holiday house, non-residential building, if:
 - a) it was erected or rebuilt without a design executed by an authorised specialist,
 - b) it was erected or rebuilt without complying with design executed by an authorised specialist,
 - if the insured knew about it or was able to find out with due diligence, and it did affect the occurrence of the insurance accident;
 - 2) covering the subject of insurance with graffiti.
 - 3) theft with burglary, other than the perpetrator overcoming the security referred to in § 29;
6. In All Risks variant:
- 1) the provisions of § 8 sec. 9 point 1, let a-c, e-g, j-m, o point 2 apply;
 - 2) PZU is also not liable for damages resulting from:
 - a) construction, assembly, disassembly or installation works, carried out inside: holiday house, non-residential building or structure - indicated in the policy. This exclusion does not apply to situation where the result of these works is fortuitous event or power surge, for which PZU bears liability,
 - b) fraudulent property fraud,
 - c) theft,
 - d) theft with burglary in real estate insurance. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of theft with burglary;
 - e) vandalism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of vandalism;
 - f) acts of terrorism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of acts of terrorism;
 - g) robbery at the place of insurance, h) robbery outside the place of insurance.

payment of compensation in these circumstances complies with rules of equity.

2. The insured property should be secured as follows:
- 1) walls, floors, ceilings, roofs in holiday house are fixed and embedded in such a way that it is not possible to dismantle them without damaging or destroying them at the same time;
 - 2) all openings in walls, ceilings, floors, roofs in holiday house, non-residential building, building, specialist object are closed and secured in a way that prevents third parties from accessing the interior or prevents objects from being removed from the interior without the use of force or tools. Windows, balcony or patio doors can be unsealed in such a way that the sash of the window or door creates a micro-gap in relation to the frame, but still cannot be opened without leaving traces of force or tools;
 - 3) external doors, with the exception of balcony or terrace doors, to holiday house are locked with at least one multi-bolt or multi-point or mechanical-electronic lock;
 - 4) external doors to a utility room, non-residential building, structure is locked with at least one multi-bolt lock or multi-bolt padlock. PZU also considers the electronic gate closing system to be an equivalent closing of the external door to the utility room;
- In addition, the provisions of § 10 sec. 2 apply.

SUM INSURED

- how to determine sum insured

§ 30

1. In real estate insurance, the policyholder establishes separate sums insured for individual subjects of insurance. In the event of extending the scope of insurance to include losses resulting from theft with burglary of fixed elements of holiday house, the policyholder determines a separate sum insured for this risk.
2. In the movable property insurance, the policyholder determines the sums insured depending on the selected subject, variant and insurance option:
 - 1) in All Risks variant for:
 - a) household movable property,
 - b) fixed elements;
 - 2) in Universal variant for:
 - a) household movable property in Fortuitous events option,
 - b) household movable property in Theft with burglary option,
 - c) fixed elements in Fortuitous events option,
 - d) fixed elements in Theft with burglary option,
3. In the movable property insurance, the sum insured for household movable property and fixed elements is determined:
 - 1) in new value - for All Risks variant;
 - 2) in new value or actual value - at the policyholder's choice - for Universal variant.
4. In the insurance of movable property, after the payment of compensation or costs specified in § 27 and § 33 sec. 2, the sum insured is reduced by the amount paid out by PZU. The policyholder in consultation with PZU, may supplement the sum insured.
In such case he/she has to pay additional insurance premium. For insurance accidents that occurred up to the date of supplementing the sum insured, PZU is liable up to the amount of the sum insured before it was supplemented.
5. The provisions of § 11 sec. 3.5,7 apply.

LIABILITY LIMITS

- What are the limits of PZU liability

§ 31

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

PROTECTION OF THE PROPERTY

- how to protect the insured objects

§ 29

1. The provisions of § 9 point 1-4 apply and the insured is obliged to ensure that, during the insurance period, the conditions for securing the insured property referred to in sec. 2 are met.
Taking into account § 26 sec. 9, if the insured breaches the obligations set in § 9 point 1-4 and the obligation above intentionally or as a result of gross negligence, PZU is not liable for losses that arose because of this. This exclusion does not apply to situations where, despite gross negligence, the

Pos.	Subject of insurance	Liability limit
1.	audio-visual equipment (including TV and radio aerials installed outside the holiday house and fitted to it in a permanent manner), computer and photo equipment, musical instruments, telephones, that are located in holiday house	50% of the sum insured

2.	household movable property in non-residential building	30% of the sum insured
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2. PZU covers the costs indicated in § 27 up to the following liability limits (table below):

Pos.	Type of cost	Liability limits
1.	search for the cause of damages	a) in real estate insurance - within the sum insured for the subject of insurance, b) in fixed elements insurance - within the sum insured for fixed elements insurance covering the risk of fortuitous events
2.	cleaning the insured location after the loss	a) in real estate insurance - within the sum insured for the subject of insurance, not more than 5% of this sum insured b) in movable property insurance - within the appropriate sum insured for the subject of insurance If the costs relate to the insured and uninsured property and cannot be assigned to a given part of the property, PZU covers the costs incurred in such a proportion as the value of the insured property to the total value of the insured and uninsured property, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.
3.	repair of anti-theft devices	a) in real estate insurance - within the sum insured for the subject of insurance including risk of theft with burglary or vandalism, b) in movable property insurance - within the sum insured for the subject of insurance including the risk of theft with burglary or vandalism If fixed elements and household movable property are insured against the risk of theft with burglary or vandalism - up to the total sum insured of these items.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 32

- PZU determines the amount of compensation in the amount that corresponds to the amount of the loss occurred and does not exceed the sum insured specified in the policy and takes into account the liability limits specified in § 31.
- PZU determines the amount of compensation for:
 - holiday house that is a building
 - in new value- if on the first day of the insurance period the age of the building does not exceed 30 years,
 - in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in let. a;
 - holiday house that is not a building in actual value;
 - non-residential building:
 - in new value- if on the first day of the insurance period the age of the building does not exceed 20 years,
 - in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in let. a;
 - structure - in actual value;
 - fixed elements of holiday house insured against theft with burglary - in real estate insurance - in new value;
 - movable property and fixed elements - in the movable property insurance:
 - in new value, or
 - in actual value
- depending on which of the values above the policyholder chose during concluding the insurance agreement for determining the sum insured.
- The provisions of § 13 sec. 4 § 14 sec. 1-4, 6-11, 12 point 4 and 5 and § 15 apply.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

- what should be done if the accident happens

§ 33

- The provisions of § 16 sec. 1 point 2-5 and sec. 2 apply.
- Moreover, if the insurance accident occurs, the policyholder or the insured is obliged to use the means available to him to save the subject of insurance and to prevent or reduce the damage, inter alia, call the fire brigade and notify the police, if necessary, in particular in the case of theft with burglary. If the policyholder or the insured failed to apply the above measures intentionally or

as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective.

INSURANCE OF BUILDINGS UNDER CONSTRUCTION

SUBJECT OF INSURANCE

- what may be insured

§ 34

- Real estate insurance** may cover:
 - single-family house under construction;
 - holiday house under construction;
 - multi-family house under construction;
 - non-residential building under construction, or
 - garage under construction
- located in Poland and owned or co-owned by the entity indicated in the policy as the insured. Includes also fixed components and external elements; The subject of insurance is indicated in the policy.
- Subjects of insurance indicated in sec. 1 are buildings:
 - newly erected, or
 - an extended or super structured, further jointly referred to as buildings under construction, where an extension is an enlargement of the built-up area of a building and a superstructure is the raising of an existing building with an unchanged built-up area.
- The construction, superstructure or extension commences as soon as the preparatory works have been undertaken, in particular the geodetic delimitation of the building in the field, the execution of the land levelling, the land development including the construction of temporary facilities, the execution of connections to the technical infrastructure networks for the purposes of the construction, superstructure or extension. Completion of construction, superstructure or extension occurs at the moment of:
 - first residence - newly erected: single-family house, multi-family house;
 - commencement of use - newly erected: holiday house, garage, non-residential building;
 - completion of works - in the case of extension or superstructure.
- Along with the insurance of buildings under construction and to the same extent, construction, installation and electrical materials intended for incorporation or fitting into these buildings, stored on the property or recreational plot on which these buildings are located, are also insured.

5. For the payment of an additional insurance premium, the insurance scope may be extended to include household movable property, or fixed elements that are located in a single-family house under construction.

SCOPE OF INSURANCE

- what is PZU liable for

§ 35

- PZU is liable for **insurance accident**, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the insurance period, and as result of which a loss covered under the scope of insurance has occurred, PZU is liable for insurance accidents, that occurred in location indicated in § 34 sec. 1 i 4.
- The subject of insurance may be insured in one of the following scopes of insurance: in All Risks or Universal variant; The policyholder chooses the variant.
- Depending on the selected variant of insurance, PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 37:

Pos.	Subject of insurance	Variant	
		All Risks	Universal Variant
Scope of insurance			
1.	single-family house under construction;	for example, the following insurance accidents: fortuitous events - power surge- vandalism- and others and insurance accidents other than indicated above	- fortuitous events - power surge - vandalism
2.	garage under construction		
3.	multi-family house under construction;	for example, the following insurance accidents: fortuitous events - power surge- and others and insurance accidents other than indicated above	- fortuitous events - power surge
4.	holiday house under construction		
5.	non-residential building under construction		

- PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 3 (table above), for which PZU is liable.
- For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted from: 1) theft with burglary of external elements; 2) acts of terrorism.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 37

- The provisions of § 8 sec. 1 point 1, sec. 6 point 2-6, 8-10, sec. 7 i 8. apply.
- PZU is not liable for losses:
 - which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity or where PZU is liable for damages caused by gross negligence in accordance with § 35 sec. 7;
 - which the person with whom the insured person stays in the same household has done deliberately.
- Taking into account § 38, PZU is also not liable for damages resulting from:
 - failure to perform technical inspections of the subject of insurance as provided by law and their periodic inspections if the obligation to perform them belonged to the insured. This exclusion does not apply to situations

- At the request of the policyholder, the scope of insurance may exclude losses that arise as a result of flooding.
- Regardless of the insurance variant, PZU is also liable for damages caused by the insured as a result of gross negligence, if the damage resulted from failure to perform periodic technical inspections of: chimney pipes, gas installation, electrical installation required by the construction law - the extended or super structured insured: single-family house, multi-family house, holiday house, non-residential building, garage, if the building's age on the first day of the insurance period does not exceed 50 years. PZU pays compensation for the above damages up to the sum insured, not more than 50% of this sum insured (liability limit)

REFUND OF COSTS

- what additional costs are covered by PZU

§ 36

If an insurance accident covered by the scope of insurance occurs, PZU covers the incurred by the insured specified in § 7 sec. 1, point 1-3 up to the following liability limits (table below):

Pos.	Type of cost	Liability limits
1.	search for the cause of damages	within the sum insured for the subject of insurance
2.	cleaning the insured location after the loss	within the sum insured for the subject of insurance, not more than 5% of this sum If the costs relate to the insured and uninsured property and cannot be assigned to a given part of the property, PZU covers the costs incurred in such a proportion as the value of the insured property to the total value of the insured and uninsured property, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.

2) PZU is also not liable for losses resulting from:

- construction, assembly, disassembly or installation works, carried out inside the insured buildings under construction. This exclusion does not apply to situation where the result of these works is fortuitous event or power surge, for which PZU bears liability,
- theft,
- theft with burglary. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of theft with burglary,
- vandalism of a holiday house under construction, a multi-family house under construction, a non-residential building under construction,
- acts of terrorism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of acts of terrorism;

where failure to comply with this obligation did not affect the occurrence of the insurance accident;

- rupture of pipes or installation equipment as a result of freezing of water or other liquid caused by failure to maintain the proper temperature in the rooms, if the obligation to maintain the proper temperature in the rooms belonged to the insured. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
- flooding due to precipitation:
 - through open, leaky or unsecured windows, doors or other openings, if the insured was obliged to close, seal or secure them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident;
 - through unpreserved or improperly maintained: roof, walls, balconies, terraces or windows, if the insured was obliged to maintain them. This exclusion does not apply to situations where failure to comply with this obligation did not affect the occurrence of the insurance accident.

4. PZU is also not liable for damages resulting from: 1) construction errors in insured buildings under construction, if:
 - a) they were erected or rebuilt without a design executed by an authorised specialist,
 - b) they were erected or rebuilt without complying with design executed by an authorised specialist,
 - if the insured knew about it or was able to find out with due diligence, and it did affect the occurrence of the insurance accident;
 - 2) covering the subject of insurance with graffiti.
5. In All Risks variant:
- 1) the provisions of § 8 sec. 9 point 1, let a-b, e-g, j-m point 2 apply.

PROTECTION OF THE PROPERTY

- how to protect the insured objects

§ 38

1. The provisions of § 9 point 1-4 apply, in addition, the insured should follow the manufacturer's instructions regarding the storage of materials referred to in § 34 section 4, and the insured is obliged to ensure that, during the insurance period, the conditions for securing the insured property referred to in sec. 2 are met.
Taking into account § 35 sec. 7, if the insured breaches the obligations set in § 9 point 1-4 and the obligation above intentionally or as a result of gross negligence, PZU is not liable for losses that arose because of this. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity.
2. The provisions of § 10 sec. 2 apply.

SUM INSURED

- how to determine sum insured

§ 39

1. The policyholder establishes separate sums insured for individual subjects of insurance.
2. The sum insured should correspond to the value of the insured buildings under construction 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 constitutes the upper limit of PZU's liability. If a limit of liability has been set for certain costs, then this is the upper limit of liability for those losses or costs.
3. The provisions of § 11 sec. 5 and 7 apply.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 40

1. PZU determines the amount of compensation in the amount that corresponds to the amount of the loss occurred and does not exceed the sum insured specified in the policy and takes into account the liability limits specified in § 36.
2. PZU determines the amount of compensation for:
 - 1) newly erected: single-family house, multi-family house, holiday house, non-residential building - new value;
 - 2) garage under construction - in new value;
 - 3) an extended or super structured single-family house, multi-family house:
 - a) in new value- if on the first day of the insurance period the age of the building with non-flammable structure does not exceed 45 years,
 - b) in new value- if on the first day of the insurance period the age of the building with flammable structure does not exceed 30 years, c) in actual value, if on the first day of the insurance period the age of the building exceeds the values given in let. a or b;
 - 4) an extended or super structured holiday house or non-residential building:
 - a) in new value- if on the first day of the insurance period the age of the building des not exceed 30 years,
 - b) in actual value - if on the first day of the insurance period the age of the building exceeds the age indicated in let. a;
3. The provisions of § 13 sec. 4 § 14 sec. 1-4, 7, 8 and 10 and § 15. apply.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 41

1. The provisions of § 16 sec. 1 point 2-5 apply.
2. Moreover, if the insurance accident occurs, the policyholder or the insured is obliged to use the means available to him to save the subject of insurance and to prevent or reduce the damage, inter alia, call the fire brigade and notify the police, if necessary, in particular in the case of theft with burglary. If the policyholder or the insured failed to apply the above measures intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective.

TOMBSTONE INSURANCE

SUBJECT OF INSURANCE

- what may be insured

§ 42

Real estate insurance may cover tombstone located in Poland, which is owned or co-owned by the entity indicated in the policy as the insured. **Tombstone** is a construction object that is intended for the burial of people or animals or that commemorates the deceased. It consists of the following elements: a plate, an inscription, letters, a tombstone sculpture, other decorative elements - which are permanently attached in such a way that their removal is impossible without leaving traces which prove the use of force or tools.
The insured tombstone is indicated in the policy.

SCOPE OF INSURANCE

- what is PZU liable for

§ 43

1. PZU is liable for **insurance accident**, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the insurance period, and as result of which a loss covered under the scope of insurance has occurred, PZU is liable for insurance accidents, that occurred in location indicated in § 42.
2. The tombstone may be insured in one of the following scopes of insurance: in All Risks or Universal variant; The policyholder chooses the variant.
3. Depending on the selected variant of insurance, PZU is liable for damages that occur as a result of the insurance accidents listed in the column "Scope of insurance" (table below), with the liability exclusions specified in § 45:

Subject of insurance	All Risks Variant	Universal Variant
	Scope of insurance	
tombstone	for example, the following insurance accidents: - fortuitous events excluding smoke and soot, subsidence of soil - vandalism - theft with burglary - and insurance accidents other than indicated above	- fortuitous events excluding smoke and soot, subsidence of soil - vandalism - theft with burglary

4. PZU is also liable for damages caused as a result of a rescue operation carried out in connection with an insurance accident specified in sec. 3 (table above), for which PZU is liable.
5. For the payment of additional insurance premium, it is also possible to extend the scope of losses resulted acts of terrorism.

REFUND OF COSTS

- what additional costs are covered by PZU

§ 44

If an insurance accident covered by the scope of insurance occurs, PZU covers the incurred by the insured specified in § 7 sec. 1, point 3 up to the following liability limits (table below):

Type of cost	Liability limits
cleaning the insured location after the loss	<p>within the sum insured, not more than 5% of this sum</p> <p>If the costs relate to the insured and uninsured property and cannot be assigned to a given part of the property, PZU covers the costs incurred in such a proportion as the value of the insured property to the total value of the insured and uninsured property, and if it is not possible to determine the proportion, PZU covers 50% of the costs incurred.</p>

occurred.

5. PZU determines the amount of compensation by:
 - 1) taking into account the value of the remains of the damaged or destroyed tombstone;
 - 2) not taking into account:
 - a) scientific, collector's, artistic, historic or memorial value,
 - b) costs resulting from the lack of spare parts or materials needed to restore the condition existing before the damage.
6. The provisions of § 14 sec. 1 apply.
7. PZU determines the amount of compensation on the base of the prices from the day of determining the compensation. The exception is the damage documented with the bill for the reconstruction or repair of the tombstone or the cost estimate for the reconstruction or repair performed by the insured, in accordance with sec. 3-6.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 45

1. The provisions of § 8 sec. 6 point 3, 6, 8-10, sec. 7 i 8. apply.
2. PZU is not liable for losses:
 - 1) created in the elements of the tombstone that are not permanently attached;
 - 2) which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity.
 - 3) which the person with whom the insured person stays in the same household has done deliberately.
3. PZU is also not liable for damages resulting from:
 - 1) usage or wear and tear, as a result of which the tombstone has been subjected to: collapse, deformation, abrasion, chipping, detachment, corrosion, oxidation, discoloration, dirt. This exclusion does not apply to situation where the result of these works is fortuitous event or power surge, for which PZU bears liability,
 - 2) covering the insured tombstone with graffiti.
4. In All Risks variant:
 - 1) the provisions of § 8 sec. 9 point 1, let. e, f, k apply.
 - 2) PZU is also not liable for losses occurred as result of:
 - a) natural subsidence of the tombstone,
 - b) acts of terrorism. This exclusion does not apply to the situation, where the policyholder extended the scope of insurance of acts of terrorism;

SUM INSURED

- how to determine sum insured

§ 46

1. The sum insured is determined by the policyholder.
2. The sum insured should correspond to the value of the insured tombstone and constitutes the upper limit of PZU's liability. For the costs specified in § 7 section 1, point 3, the upper limit of liability is the limit of liability established for these costs.
3. The provisions of § 11 sec. 5 and 7 apply.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 47

1. PZU determines the amount of compensation in the amount that corresponds to the amount of the loss occurred and does not exceed the sum insured specified in the policy and takes into account the liability limits specified in § 44.
2. PZU determines the amount of compensation in actual value.
3. In agreement with the insured the amount of compensation may be determined by PZU on the base of:
 - 1) bills for the reconstruction or repair of the tombstone;
 - 2) cost estimate for reconstruction or repair made by the insured on his own.
4. The cost estimates referred to in sec. 3 point 2, must be drawn up in accordance with the principles of calculating and determining the prices of construction, which take into account the current structure and dimensions of the tombstone, using the same or the most similar materials, taking into account the average prices in the area on which the insurance accident

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 48

1. The provisions of § 16 sec. 1 point 2-5 apply.
2. Moreover, if the insurance accident occurs, the policyholder or the insured is obliged to use the means available to him to save the tombstone and to prevent or reduce the damage, inter alia, call the fire brigade and notify the police, if necessary, in particular in the case of vandalism, or theft with burglary. If the policyholder or the insured failed to apply the above measures intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective;

CHAPTER 5

GLASS OBJECTS AGAINST BREAKAGE INSURANCE:

SUBJECT OF INSURANCE

- what may be insured

§ 49

1. **Glass objects against breakage insurance** may cover:
 - 1) items made of glass, ceramics, stone, conglomerate and
 - 2) shower cabins, paddling pools, bathtubs, sinks, washbasins, made of plastics
 - 3) to which the entity indicated in the policy as the insured or household member has a legal title and that are located in Poland in apartment, single-family house, multi-family house, holiday house, non-residential buildings, buildings under construction: single-family house, multi-family house, holiday house or non-residential building.

The apartment, house, building is indicated in the policy.
2. Along with the insurance of the items referred to in sec. 1, insurance covers also:
 - 1) glass railings;
 - 2) glass or plastic enclosures for balconies, terraces and
 - 3) photovoltaic panels with a total power of up to 20 kW included in the photovoltaic installation and solar collectors,
 - 4) which are located outside the apartment, house or building referred to in sec. 1, and are permanently attached to them.
3. In addition, the insurance covers also: window or door joinery, shower cabins, bathroom screens, if there is no technological possibility of replacing the broken element without damaging the structure in which this element is mounted.

SCOPE OF INSURANCE

- what is PZU liable for

§ 50

1. PZU is liable for **insurance accident**, which is a future, uncertain event of sudden nature, independent of the will of the insured, that occurred in the insurance period, and as result of which a loss covered under the scope of insurance has occurred, PZU is liable for insurance accidents, that occurred in location indicated in § 49 sec. 1 i 2
2. PZU is also liable for losses, that occurred as a result of breakage or cracking of items indicated in § 49 as result of insurance accidents other than: fortuitous events, vandalism, theft with burglary, robbery at the place of insurance.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 51

1. Insurance does not cover:
 - 1) floor and stair coverings (including those made of ceramic tiles);
 - 2) items made of glass, ceramics, stone, conglomerate - before the fitting;
 - 3) lightbulbs;
 - 4) jewellery;
 - 5) works of art;
 - 6) portable medical equipment;
 - 7) telephones, game consoles, audio-visual equipment, computer hardware including tablets, photographic equipment, weapons and optics for weapons;
 - 8) dishes, vases, household supplies;
 - 9) equipment used only for business activity.
2. PZU is not liable for losses resulting from:
 - 1) scratches;
 - 2) warfare, martial law, state of emergency, acts of terrorism, strikes or social unrest;
 - 3) acts of terrorism.
3. PZU is also not liable for damages:
 - 1) which the insured caused intentionally or through gross negligence. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity.
 - 2) which the person with whom the insured person stays in the same household has done deliberately.
4. PZU is also not liable for damage caused by the insured in the state of:
 - 1) drunkenness, or
 - 2) after use of alcohol, or
 - 3) under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction.

This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident.

SUM INSURED

- how to determine sum insured

§ 52

1. The Policyholder determines separate sum insured for the items that are located in a given apartment, house, or building indicated in the policy.
2. The sum insured should correspond to the value of the insured items together with costs of:
 - 1) their disassembly, assembly, installation, transport, setting up scaffolding or using a crane for replacement or repair;
 - 2) making inscriptions and decorations, that were placed on these items;
 - 3) covering the glazing with foil- and constitutes the upper limit of PZU's liability.
3. After the payment of compensation or costs specified in § 54 point 1, the sum insured is reduced by the amount paid out by PZU. The policyholder in consultation with PZU, may supplement the sum insured. In such case he/she has to pay additional insurance premium. For insurance accidents that occurred up to the date of supplementing the sum insured, PZU is liable up to the amount of the sum insured before it was supplemented.
4. If, after concluding the insurance agreement, the value of the insured subject increases, the policyholder may, in agreement with PZU, increase the sum insured. If, after concluding the insurance agreement, the value of the insured subject decreases, the policyholder may require the appropriate deduction of the sum insured. For the same reason, PZU may unilaterally reduce the sum insured, notifying the policyholder at the same time. The reduction in the sum insured entails a corresponding reduction in the insurance premium starting from the first day of the month in which the policyholder demanded a reduction in the sum insured or in which PZU notified the policyholder of a unilateral reduction of this sum.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

§ 53

1. PZU determines the amount of compensation in the amount that corresponds

to the amount of the loss occurred and does not exceed the sum insured specified in the policy.

2. PZU determines the amount of compensation in new value.
3. PZU determines the amount of compensation in:
 - 1) the amount of the cost of repairing the damage caused by the insurance accident. The repair costs are determined by PZU on the basis of the average prices of service companies or the repair bill or in the amount of the percentage loss in value of the damaged subject of insurance specified in agreement with the insured;
 - 2) if repair is not possible - in the amount corresponding to the documented value of the subject of insurance.
4. The compensation includes also costs of disassembly, assembly, installation, transport, setting up scaffolding or using a crane for replacement or repair, making inscriptions and decorations, that were placed on these items, covering the glazing with foil.
5. If the value of subject of insurance cannot be documented, PZU determines the amount of compensation according to the average value of an item of the same or similar type and variety, taking into account the average prices in the area where the insurance accident occurred.
6. PZU determines the amount of compensation by not taking into account:
 - 1) scientific, collector's, artistic, historic or memorial value,
 - 2) costs resulting from the lack of spare parts or materials needed to restore the condition existing before the damage.
7. PZU determines the amount of compensation on the base of the prices from the day of determining the compensation. Losses documented by invoice are an exception.
8. The insured or PZU may appoint appraisers to determine the cause or extent of the loss. If the opinions of the appraisers differ, the insured and PZU may appoint an additional appraiser who will issue an opinion based on the submitted expert opinions and their own assessment of the facts. Each of the above persons bears the costs of the appraiser whom they have appointed. The costs of the additional appraiser are borne by the insured and PZU equally.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

- what should be done if the accident happens

§ 54

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

- 1) use available means to save the subject of insurance and prevent the damage or reduce its size: If the policyholder or the insured failed to apply the above measures intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant sum insured, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective;
- 2) secure the possibility of pursuing claims for damages against persons responsible for the damage and provide PZU with assistance by providing the information and documents necessary for the effective pursuit of recourse claims;
- 3) notify PZU immediately about the occurrence of the insurance accident, but not later than within 7 days from the date of its occurrence. In the event of a breach of this obligation intentionally or as a result of gross negligence, PZU may reduce the compensation accordingly, if the breach contributed to an increase in the loss or made it impossible for PZU to determine the circumstances and consequences of the accident. The effects of failure to notify PZU about the insurance accident will not take place if PZU received information about the circumstances that should have been communicated to it within the above-mentioned period;
- 4) not to make - until PZU or its representative has made an inspection - any changes to the damaged subject of insurance and not to repair it unless it is necessary to secure the remaining items after the damage or reduce the extent of the damage. This provision does not apply to situations where PZU or its representative has not carried out such an inspection within 7 days from the date of receipt of the notification of the damage, or 14 days, if it was necessary to appoint experts (appraisers);
- 5) provide the PZU representative with explanations and help in obtaining information on the circumstances of the insurance accident, the causes of the damage, its subject and size.

CHAPTER 6

THIRD PARTY LIABILITY INSURANCE:

SUBJECT AND SCOPE OF INSURANCE

- what may be insured and what is PZU liable for in TPL insurance

§ 55

1. The subject of third party liability insurance is the liability of the person indicated in the policy as the insured and the household member, when in connection with the performance of private activities or with the property held for the performance of such activities, as a result of a tort (tort liability), they are obliged to compensate for damage caused to a third party. **Private activities** are activities, that concern the private sphere, are not connected with professional activity and are unrelated to the performance of official duties, paid work or practical vocational training outside the school premises. Activities of private life do not include, in particular, the pursuit of a business or profession, or the exercise of functions in unions, associations, social or political organisations or housing communities.

However, liability in connection with the ownership of an apartment, single-family house, holiday house, multi-family house, non-residential building, garage, buildings under construction, structure, specialised building or tombstone applies only to the property listed above which is indicated in the policy in the real estate or movable property insurance and also to the property listed above which is not indicated in the policy in those insurances but is located at the same address as the property indicated in the policy in those insurances.

Liability is also connected with the ownership of the property or recreational plot on which the above house, building, garage, structure or specialised object is situated.

2. The subject of third party liability insurance is the liability of the person who owns, on the basis of a legal title (including rental agreement): an apartment, a single-family house, a holiday house, a garage, referred to in section 1, if in connection with the above mentioned property which is used for carrying out activities of private life, as a result of a tort (tortious liability) he/she is obliged to compensate for damage caused to a third party.

3. The subject of the third party insurance is also the civil liability of the domestic helper towards third parties for damage which is the consequence of a tort (liability in tort) caused while performing the entrusted support works in the household carried out in the apartment, single-family house, holiday house or building - indicated in section 1. A **domestic helper** is any person (for example, housekeeper, gardener, babysitter, person caring for a disabled person, person caring for a dog) who performs assigned household support work for the person indicated in the policy as the insured or household member.

4. Insurance covers also damage caused by gross negligence.

5. The insurance cover includes, in particular, liability in connection with:

- 1) water and sewage damage;
- 2) maintaining sidewalks by the property or recreational plot on which the property indicated in sec. 1 is located;
- 3) using household appliances, bicycles, personal transport devices, wheelchairs or prams (baby carriages). A **personal transport device** is a device designed for the movement of pedestrians, powered by muscles or by an electric motor, the width of which when moving does not exceed 0.9 m (for example, a scooter, electric scooter);
- 4) owning pets;
- 5) amateur sports;
- 6) volunteering;
- 7) caring for children, people with disabilities and other people;
- 8) using for recreational purposes remotely controlled (unmanned): vehicle models, watercraft models, flying models and drones weighing up to 5 kg;
- 9) short-term (up to 90 days) use of rooms with their equipment during tourist, business, integration or study trips.

6. PZU provides insurance coverage within the statutory liability of the insured, taking into account the provisions of the GTC.

7. The condition of PZU's liability is the occurrence of an insurance accident during the insurance period and submitting a claim in this respect before the expiry of the limitation period. An insurance accident is an act or omission of the insured, constituting a tortious act, as a result of which he/she caused damage covered by the insurance.

8. Unless otherwise agreed, insurance covers 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 sum insured - provides insurance coverage for damages occurring during the insurance period, caused by direct action of water or other liquid that escaped from the central heating system, air conditioning system, water supply system, sewage system or household appliances directly cooperating with them, when the direct source of that damage is located in the apartment, house or building indicated in § 55 section 1.

2. PZU liability excludes damages:

- 1) arising from force majeure;
- 2) caused by intentional fault:
 - a) of the insured
 - b) persons referred to in § 55 sections 1 to 3
3. The insurance cover referred to in sec. 1 does not include damage caused to the persons referred to in § 55 sections 1 to 3.
4. The provisions of § 58 sec. 1 point 4, 9-11, 14, 16, 18, 19, sec. 2, § 59 and § 61 sec. 1 and 3 apply.

§ 57

1. Regardless of the liability referred to in § 55, PZU - within the guarantee sum and up to the liability limit of 10,000 PLN - also provides insurance coverage for damage caused by a household member who was under 13 years of age at the time when the damage occurred (further referred to as "a minor"), if the person indicated in the policy as the Insured or a household member obligated to supervise the minor has fulfilled that obligation, or the damage would have occurred even if the supervision had been exercised with care
2. The provisions of § 55 sec. 7 and 8, § 58 and 59 and § 61 apply.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for in TPL insurance

§ 58

1. PZU is not liable for losses:

- 1) caused intentionally;
 - 2) caused to the household member;
 - 3) caused to the domestic helper during the performance of the assigned support work in the household;
 - 4) done while intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction. This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident. PZU determines the state of the insured according to the provisions of the law of the country in which the insurance accident occurred;
 - 5) caused by owned animals other than pets, with exception of damages caused by bees from an apiary up to 5 hives;
 - 6) caused as result of competitive practicing of sports;
 - 7) caused as a result of obstruction to air traffic or a collision with an aircraft;
 - 8) resulting from the transmission of infectious diseases or infections;
 - 9) consisting in the destruction, damage, loss or theft of: cash, securities, gift certificates, works of art, jewellery (excluding glasses and wristwatches), objects made of metals or precious stones, items of a historic, archival or unique nature;
 - 10) consisting in the destruction, damage, loss or theft of documents, data carriers, data;
 - 11) caused by the slow action of temperature, gases, smoke, soot, sewage, mould, vibrations and noise;
 - 12) related to the infringement of intellectual property rights, i.e., which arose as a result of the infringement of copyrights, licenses, patents, trademarks or brand names;
 - 13) related to the access or use of computer networks or the Internet;
 - 14) occurred as a result of acts of terrorism, warfare, martial law, state of emergency, acts of terrorism, strikes or social unrest;
 - 15) resulting from participation in strikes, riots, protests, roadblocks;
 - 16) resulting from the influence of nuclear energy, laser and masser beams, ionizing radiation, magnetic and electromagnetic field, and radioactive contamination;
 - 17) resulting from the necessity to take an action or omission specified in the administrative decision;
 - 18) occurred in the natural environment and consisting in its pollution or contamination;
 - 19) occurred in the stand of forests or parks.
2. The insurance does not cover financial penalties, contractual penalties, court

§ 60

- and administrative fines, advances, claims for withdrawal from the contract, claims for reimbursement of costs incurred in connection with or for the performance of the contract, exemplary damages, punitive damages, which the insured is obliged to pay.
3. The insurance does not cover claims relating to infringement of personality rights other than human life and health.
 4. Insurance does not cover third party liability which is the subject of compulsory insurance, as referred to in the Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau.
 5. Moreover, unless the scope of insurance coverage has been extended, PZU is not liable for losses:
 - 1) in property used by the person indicated in the policy as the insured person or household member on the basis of a rental, tenancy, use, lending, leasing or other similar form of using third party's property. This exclusion does not apply to short-term (up to 90 days) use of rooms with their equipment during tourist, business, integration trips or during studying;
 - 2) caused to the tenant in connection with non-performance or improper performance of the lease agreement;
 - 3) caused by aggressive dogs kept by the insured. **Aggressive dogs** are dog breeds deemed aggressive pursuant to the provisions of the Polish law currently in force: American pit bull terrier, Majorca dog (Perro de Presa Mallorquin), American bulldog, Argentine dog, Canary dog (Perro de Presa Canario), tosa inu, rottweiler, akbash dog, anatolian karabash, Moscow watchdog, Caucasian shepherd, and dogs displaying visible features of such breeds;
 6. arising from the possession or use of horses;
 - 7) arising from the possession or use of firearms, pneumatic weapons, paintball devices and ammunition for such weapons or devices;
 - 8) arising from participation in hunting activities;
 - 9) arising from the possession or use of vessels;
 - 10) caused in connection with the ownership or use of motor vehicles not subject to compulsory motor vehicle liability insurance.
6. The damages referred to in sec. 5, are covered by insurance only to the extent that it has been specified in the content of the clause, i.e., additional provisions or deviating from those specified in the GTC.
 7. For extending the scope of the insurance referred to in sec. 5, PZU determines an additional insurance premium.

GUARANTEE AMOUNT

- how to determine guarantee amount and what does it cover

§ 59

1. The guarantee amount specified in the third party liability insurance is the upper limit of PZU's liability in relation to all insurance accidents that occurred during the insurance period. If the insurance agreement provides for a limit of PZU's liability for specific damages, then this limit is the upper limit of PZU's liability for such damages.
2. Each payment of the compensation or costs referred to in sec. 4 and § 61 section 1, point 1, causes the guarantee amount and liability limits to be reduced by the amount paid out.
3. The policyholder in consultation with PZU, may supplement the guarantee amount. In such case he/she has to pay additional insurance premium. For insurance accidents that occurred up to the date of supplementing the guarantee amount, PZU is liable up to the amount of the guarantee amount before it was supplemented.
4. Within the guarantee amount, PZU is obliged to cover the costs of:
 - 1) remuneration of experts appointed in consultation with PZU by the insured to determine the circumstances, causes and extent of the loss;
 - 2) defence, in connection with claims for damages, meaning:
 - a) necessary costs of court defence against the claim of the injured party or the entitled party in a dispute conducted in consultation with PZU,
 - b) the necessary costs of court defence in criminal proceedings, if the pending proceedings are related to the determination of the insured's liability, if PZU demanded the establishment of defence or agreed to cover these costs,
 - c) costs of court proceedings, including mediation or conciliation, and the cost of administrative fees, if PZU has agreed to cover these costs.

DETERMINATION OF COMPENSATION

- how does PZU determine the amount of compensation

1. Satisfaction or recognition by the insured of the claim referred to in § 61 section 2, does not have legal effects in relation to PZU, unless PZU has given its prior consent.
2. If, as compensation, the injured party is entitled to both one-off benefits and annuities, PZU shall pay them out of the applicable guarantee amount in the following order:
 - 1) one-off benefit;
 - 2) temporary annuities;
 - 3) life annuities.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

- what should be done if the accident happens

§ 61

1. If the insurance accident occurs, the policyholder or the insured is obliged to:
 - 1) use available means to save the subject of insurance and prevent the damage or reduce its size: If the policyholder or the insured failed to apply the above measures intentionally or as a result of gross negligence, PZU is not liable for resulting damages. PZU is obliged, within the limits of the relevant guarantee amount, to reimburse the costs resulting from the application of the above measures, if these measures were intentional, even if they turned out to be ineffective;
 - 2) notify PZU immediately about the occurrence of the insurance accident, but not later than within 7 days from the date of its occurrence. In the event of a breach of this obligation intentionally or as a result of gross negligence, PZU may reduce the compensation accordingly, if the breach contributed to an increase in the loss or made it impossible for PZU to determine the circumstances and consequences of the accident. The effects of failure to notify PZU about the insurance accident will not take place if PZU received information about the circumstances that should have been communicated to it within the above-mentioned period;
2. If the aggrieved party has brought a claim for compensation against the insured, the policyholder or the insured is obliged to notify PZU immediately, not later than within 7 days. If the above claim is brought in court, the policyholder or the insured is obliged to notify PZU immediately, but not later than within 7 days from receiving the claim. The policyholder or the insured is obliged to deliver the court's decision to PZU within the time limit enabling it to take a position on the lodging of an appeal.
3. If an insurance accident occurs, the policyholder or the insured is obliged to cooperate with PZU in order to clarify the circumstances and causes of the loss and to determine its extent.

CHAPTER 7

LEGAL PROTECTION INSURANCE

SUBJECT OF INSURANCE

- what may be insured

§ 62

1. In legal protection insurance PZU covers or reimburses the necessary and legally justified costs of protecting the legal interests of the person indicated in the policy as the insured and household member, that are related to private life activities. The costs are necessary and legally justified if the protection of the legal interests of the natural person indicated in the policy as the insured person and the household member or the pursuit of claims are permissible in the light of applicable law. **Private activities** are activities, that concern the private sphere, are not connected with professional activity and are unrelated to the performance of official duties, paid work or practical vocational training outside the school premises, unless they relate to activities in the field of labour law or social security. Activities of private life do not include, in particular, the pursuit of a business or profession, or the exercise of functions in unions, associations, social or political organisations or housing communities.
2. PZU reimburses the costs referred to in section 1 if the insurance accident referred to in § 63 occurred in Poland during the insurance period and is subject to Polish law.

SCOPE OF INSURANCE

- what is PZU liable for

§ 63

1. Taking into account § 66, PZU covers or reimburses the costs of legal protection, in particular in connection with:
 - 1) pursuing by the insured his own claims for compensation due to tort - an **insurance accident** is the first event that caused the insured's damage;
 - 2) defending the insured in the field of criminal law and misdemeanours - the **insurance accident** is the first actual or suspected breach of criminal law or misdemeanour of the insured;
 - 3) protection of the insured's legal interests in administrative proceedings and proceedings before administrative courts - an **insurance accident** in the case of proceedings initiated:
 - a) at the request of a party - is the first event makes it necessary to initiate the administrative proceedings,
 - b) ex officio - is the moment of initiating administrative proceedings;
 - 4) protection of the insured's legal interests in the field of contracts - an **insurance accident** in the case of:
 - a) disputes that arise from contracts, other than the pursuit of claims under a guarantee or warranty - is the first breach of the provisions of the contract, which results in the need to protect the insured's legal interest,
 - b) pursuing claims under a guarantee or warranty - is the moment when the defect is revealed;
 - 5) protection of the insured's legal interests related to the possession, use, putting into use, renting, leasing, lending property - **insurance accident** is the first event which results in the need to protect the insured's legal interests;
 - 6) protection of the insured's legal interests in the field of inheritance law - the **insurance accident** is the death of the testator;
 - 7) protection of the insured's legal interests in the field of labour and social security law - an **insurance accident** is the first event that results in a claim against the insured or the insured in the field of labour or social security law;
 - 8) protection of the insured person's personal data, including protection of the insured's legal interests related to the unauthorized use of their personal data (for example, when someone uses stolen data of the insured person to extort money or other property or expose him/ her to loss of good name - reputation) - an **insurance accident** is the first event which results in the need to protect the insured's legal interests.

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

2. If several events or violations mentioned in sec. 1 remains in a causal relationship with each other and it is necessary to protect the insured's legal interest, then they constitute one insurance accident. In such a situation, the moment of the occurrence of this insurance accident is the occurrence of the first of these events or the occurrence of the first of these violations.
3. Legal protection insurance can be concluded in one of the following insurance scopes: in the Comfort Legal Protection variant or in the Super Legal Protection variant. The policyholder chooses the variant.
4. Depending on the selected insurance variant, the following legal costs are covered (table below):

Insurance variants

Comfort Legal Protection	Super Legal Protection
<ul style="list-style-type: none"> - costs of legal opinion - specified in § 65 remuneration costs of one attorney or legal advisor selected by the insured - court costs in civil and criminal cases and costs of proceedings before administrative courts 	<ul style="list-style-type: none"> - costs of legal opinion - specified in § 65 remuneration costs of one attorney or legal advisor selected by the insured - court costs in civil and criminal cases and costs of proceedings before administrative courts

Insurance variants

Comfort Legal Protection	Super Legal Protection
<ul style="list-style-type: none"> - costs of administrative proceedings 	<ul style="list-style-type: none"> - costs of administrative proceedings - costs awarded by a legally valid court judgment from the insured to the opposing party

- costs of enforcement proceedings if the insured person is the creditor
- costs of administrative- costs of administrative
- costs of out-of-court mediation, if conducted with the consent of PZU, and costs of court mediation
- the costs of the bail, taking into account sec. 5 and 6

- costs of providing legal information relating to up to not more than 10 insurance accidents.

Legal information is:

- 1) sending templates of contracts or letters that belong to general legal circulation;
- 2) sending the texts of binding or archival legal acts;
- 3) providing information on the applicable court procedures and the costs of conducting court proceedings;
- 4) providing information on legal provisions, jurisprudence, doctrine views - in the scope of the reported legal problem.

- 5) In the option Super Legal Protection PZU covers, up to the sum insured, the costs of the bail (security deposit), which is provided for by criminal law, so that the insured could avoid temporary arrest.
- 6) The insured is obliged to return the security deposit to PZU at the latest within 12 months from the date of its coverage. In the event of withdrawal from the application of the bail, or if it is returned to the insured, he / she is obliged to return to PZU the amount paid by PZU as bail within 7 days. If the court orders the forfeiture of the deposit or its part, or includes it towards the penalty, the insured is obliged to return the bail to PZU within 7 days of the judgment becoming final.

PARTICIPATION OF ATTORNEY OR LEGAL ADVISOR

§ 64

1. The insured has the right to freely choose an attorney or legal advisor in the field of defence and representation of his interests.
2. PZU may also, with no obligation, recommend an attorney or legal advisor to the insured person.
3. The insured is obliged - in the power of attorney granted to the attorney or legal advisor - to oblige him / her to keep PZU informed about the status of the case.
4. The attorney and legal advisor are liable only to the insured person. PZU is not liable for actions of the attorney or legal advisor.

§ 65

1. PZU covers the costs of an attorney or legal advisor according to the following rules:
 - 1) for cases for which the minimum rate exceeds 360 PLN - up to twice the minimum rate specified on the basis of the relevant provisions of law on fees for the activities of an attorney or legal advisor;
 - 2) for cases for which the minimum rate does not exceed 360 PLN- up to six times the minimum rate specified on the basis of the relevant provisions of law on fees for the activities of an attorney or legal advisor.
2. The rules described in sec. 1 refer to the amount of remuneration of an attorney or legal advisor for the provision of services at each stage of the protection of the insured's legal interests. However, for the entire period of the provision of services (pre-trial and court stage), one total remuneration determined in accordance with these rules is due.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 66

PZU is not liable for the costs of legal protection, that:

- 1) concern insurance accidents caused intentionally, or which are directly related to the commission of an intentional crime or misdemeanour;
- 2) concern insurance accidents caused by the insured while intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction. This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident.

- 3) relate to disputes between the parties to a legal protection insurance agreement;
- 4) relate to disputes between the insured persons;
- 5) relate to disputes between the insured and PZU, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Zdrowie SA, PZU CO SA and the costs incurred by the insured in proceedings where it is probable that he acted to the detriment of PZU;
- 6) covered under an insurance agreement that the insured concluded with another insurance company;
- 7) concern matters related to tax and customs law, they relate to other public and legal fees, as well as cases related to penal and fiscal law, as well as commercial law, commercial companies' law, and agency contracts;
- 8) concern matters related to family and guardianship law;
- 9) concern matters related to the law of investment funds, bonds and securities;
- 10) concern matters related to the law on associations and the law on trade unions;
- 11) result from the contracts concluded by the insured: guarantees, debt takeover, credit, loan, bank account, financial intermediation, life insurance with an insurance capital fund;
- 12) relate to restructuring, composition, reorganization and bankruptcy proceedings;
- 13) result from employment agreements or other legal relationships that relate to the performance of members of statutory bodies of legal persons;
- 14) concern matters related to the protection of copyrights, patent law, trademarks, other intellectual property rights, industrial property rights, competition law, law relating to competition rules;
- 15) concern matters related to press law;
- 16) are related to a game, bet, forward or speculative transaction;
- 17) are in connection with the spatial development plan, division, consolidation and expropriation of real estate, privatization, re-privatization, other ownership transformations, proceedings for the delimitation of real estate;
- 18) concern matters related to construction law;
- 19) concern proceedings before the Constitutional Tribunal and international tribunals;
- 20) related to driving or possession of motor vehicles;
- 21) related to the insured's deliberate concealment of information or documents that may affect the way in which legal help is provided;
- 22) concern the pursuit of claims for improper performance of services by entities acting on behalf of PZU;

- 23) concern situations where defence of the insured's interests is contrary to morality;
- 24) related to access to public information;
- 25) related to the excessive length of the proceedings;
- 26) resulting from participation in strikes, riots, protests, roadblocks.

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 an intentional crime or misdemeanour and was acquitted by a final judgment, PZU covers the costs in accordance with the GTC. This principle also applies to other legal proceedings, if the refusal to provide insurance coverage was caused by an intentional breach of the law by the insured.
5. If the insured chooses an attorney or legal advisor recommended by PZU without obligation, PZU covers the costs cashless.

SUM INSURED

- how to determine sum insured

§ 67

1. Sum insured constitutes the upper limit of PZU's liability. It is determined for all insurance accidents that occurred during the insurance period and for all insured persons jointly. Sum insured is:
 - 1) 500 PLN - for Comfort Legal Protection variant;
 - 2) 30,000 PLN - for Super Legal Protection variant.
2. Each coverage or reimbursement of costs reduces the sum insured.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

- what should be done if the accident happens

§ 68

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

- 1) immediately notify PZU of the occurrence of the insurance accident and its circumstances and provide PZU with all information, documents, correspondence and related evidence needed to determine the type and size of the benefit and to enable the investigation to be conducted;
- 2) follow PZU's instructions;
- 3) inform PZU about the choice of attorney or legal advisor;
- 4) cooperate with PZU to clarify the circumstances of the insurance accident and the reasons for the claim or damage;
- 5) before taking the course of court proceedings - at the request of PZU - conduct pre-trial proceedings;
- 6) to refrain from pursuing one's claims in court until the final and binding conclusion of other proceedings related to the above claims. This does not apply to situations where the delay could lead to the prescription of the insured's claims;
- 7) upon a justified request of PZU, submit only a summons to a conciliatory attempt or a partial claim and refrain from pursuing the remaining claims until the judgment with regard to part of the claim becomes final;
- 8) not to conclude a settlement if PZU has not accepted it.

BENEFIT PAYMENT

- how does PZU determine the amount of benefit

§ 69

1. The basis for the payment of the benefit is the following evidence proving that the insured person has incurred costs or was obliged to pay:
 - 1) invoices issued by an attorney or legal advisor along with a payment confirmation;
 - 2) court orders for payment;
 - 3) final court decisions;
 - 4) other documents that confirm the legitimacy and amount of incurred costs.
2. If the insured covered the costs himself, taking into account § 65, PZU reimburses them to the insured up to the amount actually incurred, but not more than the sum insured. The basis for considering the reported claim is providing PZU with the evidence indicated in sec. 1, together with information and documents that are necessary to determine the circumstances of the insurance accident, the legitimacy of claims and the amount of the benefit.

CHAPTER 8

HOME ASSISTANCE INSURANCE

SUBJECT AND SCOPE OF INSURANCE

- what may be insured and what is PZU liable for

§ 70

1. In the Home Assistance insurance in the event of insurance accident specified in sec. 5 (table below) and § 73, PZU organizes and covers the costs of assistance services listed in sec. 5, 6 and § 71 - § 73, if this insurance accident occurred during the insurance period:
 - 1) in an apartment or single-family house specified in the policy - in the case of home assistance services referred to in sec. 5 and § 71;
 - 2) in Poland - in the case of medical assistance services referred to in sec. 5 and § 72 and the personal data protection assistance services referred to in sec. 6 and § 73.
2. The assistance services are available to the person indicated in the policy as the insured person and the household member, except for the personal data protection assistance service referred to in sec. 6 and § 73, which is available only to the person indicated in the policy as the insured.
3. PZU provides assistance services only in Poland through the Help Centre. The Help Centre is a unit operating for PZU to which the insured person (or a person acting on his behalf) reports the insurance accident by phone. Help Centre operates 24 hours a day 7 days a week.
4. The Home Assistance insurance may be concluded in one of the following insurance scopes: in the Super Plus variant, or in the Super variant, or in the Comfort variant, taking into account § 90 sec. 9. The policyholder chooses the variant.
5. Depending on the selected insurance variant, the insured may use the following assistance services (table below):

	Pos.	Insurance accident	Assistance service	Limits and availability of services		
				Super Plus Variant	Super Variant	Comfort Variant
Home Assistance service	1.	<ul style="list-style-type: none"> - failure of the exterior door - failure of installation - fortuitous events - power surge - vandalism - theft with burglary - loss of keys 	specialist' intervention	- up to 500 PLN for each intervention, and - up to 4 interventions within the insurance period		
			phone information	no limit		

	Pos.	Insurance accident	Assistance service	Limits and availability of services		
				Super Plus Variant	Super Variant	Comfort Variant
Home Assistance service	2.	failure of installation	diagnosis of the cause of installation failure	- up to 200 PLN for each diagnosis, and - up to 2 diagnoses within the insurance period		
	3.	- failure of installation - fortuitous events - power surge - vandalism - theft with burglary	stay at the hotel	- the service is provided until the apartment or single-family house is restored to a condition that allows for further residence; no more than: - for stay at the hotel - up to 3.000 PLN for each insurance accident - for transfer to the hotel - up to 500 PLN for each insurance accident		
			stay in a substitute apartment	- the service is provided until the apartment or single-family house is restored to a condition that allows for further residence; however, not longer than 6 months from the date of providing the insured with a replacement flat - not more than 15.000 PLN for each insurance accident		the service is not available
			protection of surviving property	- property supervision - is carried out until the repair or establishment of new property security - up to 2.000 PLN for each insurance accident - storage of property - not more than 1.500 PLN for each insurance accident		
			help after the loss;	- cleaning up the remains of the damage - to 2.000 PLN for each insurance accident - securing the surviving property - up to 2.000 PLN for each insurance accident - transport and bringing in construction or finishing materials - up to 2.000 PLN for each insurance accident		
	4.	theft with burglary	advice of an anti-theft security specialist	up to 500 PLN for each advice		the service is not available
	5.	appearance of: mice, rats, bedbugs, cockroaches, wasp nests or hornets' nests	rodent control or pest control, as well as removal of wasp or hornet nests	- up to 500 PLN for each intervention, and - 1 intervention within the insurance period		the service is not available
6.	failure of audio and video equipment / household appliances / PC equipment	repair of audio and video equipment, household appliances, PC equipment	- up to 500 PLN for each insurance accident - up to 2 repairs - 2 transfers) both ways and - 2 expert opinions within the insurance period	the service is not available		
7.	software failure	remote help of IT specialist	- up to 12 repairs	the service is not available		
Medical Assistance services	8.	- sudden illness - unfortunate accident	medical consultation	- up to 300 PLN per consultation, and - 1 consultation within the insurance period		the service is not available
			nurse care	- up to 300 PLN per visit, and - up to 2 visits within the insurance period		
9.	- unfortunate accident - death of the household member - failure of installation - fortuitous events - power surge - vandalism - theft with burglary	psychological consultation	- up to 200 PLN per consultation, and - up to 10 consultations within the insurance period		the service is not available	

6. The insured is also entitled to the personal data protection assistance service, in the case specified in § 90 sec. 9.

7. The limits set out in sec. 5 constitute the upper limit of PZU's liability and are set jointly for all the insured persons.

8. The rules for the organization of individual assistance services are set out in § 71 - § 73.

HOME ASSISTANCE SERVICES

- description of home assistance services listed in the table above

§ 71

1. The insured is entitled to a **specialist intervention** when the apartment or single-family house indicated in the policy is damaged or destroyed as a result of an insurance accident or the insured has lost the keys to them. The service includes the organization and coverage of travel and labour costs of: locksmith, electrician, plumber, glazier, gas worker, heating device technician, air conditioning technician, roofer, carpenter, bricklayer - to the extent necessary to repair damaged property, and in the event of loss of keys - to the extent

necessary for replacement locks on exterior doors.

In the Super and Super Plus variants, PZU also covers the costs of the necessary parts or materials used for repair or replacement, with the exception of: washbasins, toilet bowls, toilet cisterns with a tank, bathtubs, shower trays, gas and electric heaters 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 damaged components.

2. The insured is entitled to a **diagnosis of the cause of the failure of the installation** in the event of failure of the installation, which resulted in damage to the property located in the apartment or single-family house indicated in the policy, or there is a probability of damage to this property. The service includes the organization of diagnosis of the cause of the failure of the installation and protection of the installation in such a way as to prevent damage to the property located in the above apartment or house or to reduce the extent of the damage. The service covers the costs of travel, labour and materials used to secure the installation and will be performed unless access to the site where the failure occurred has been denied.
3. **Phone information** - depending on the type of insurance accident, the insured person may obtain information on the phone numbers of public utilities, service providers (for example, a plumber, glazier, locksmith, gas worker, heating equipment technician, air-conditioning equipment technician, electrician, roofer, painter, parquet layer, bricklayer), repair services, construction companies, renovation companies or moving companies.
4. The insured is entitled to **stay in the hotel** when, as a result of an insurance accident, the apartment or single-family house indicated in the policy is damaged or destroyed to such an extent that the insured cannot continue to live there. The service covers the organization of the stay of the insured in the hotel and the coverage of the costs of this stay, together with the costs of transporting the insured to and from the hotel.
5. The insured is entitled to **stay in a substitute apartment** when, as a result of an insurance accident, the apartment or single-family house indicated in the policy is damaged or destroyed to such an extent, that the restoring this apartment or house to a condition that allows for further residence (i.e. until the painting, wallpaper, parquet or tiling works will be completed, water, sewage and central heating installations will be working, and a gas or electric stove will be connected) lasts longer than 5 days. The fact that the above-mentioned apartment or house is unsuitable for further living should be confirmed by the relevant services (for example, the fire brigade, construction supervision or building administration).
The service covers the costs of providing the insured with a substitute apartment to meet their housing needs, but the location of the substitute apartment does not have to correspond to the location of the apartment or house indicated in the policy, and its area, finishing standard and equipment may be different than that of the above apartment or house.
The substitute flat indicated by PZU is rented on the basis of the lease agreement concluded between the insured and the entity renting the substitute flat and on the terms specified in the agreement. If the lease agreement provides for the insured to pay the landlord a deposit, PZU covers the costs of this deposit at the request of the insured person. After the termination of the lease, the insured is obliged to return the deposit to PZU within 14 days from the date of termination of the lease. PZU does not cover the costs related to the use of a substitute apartment: operating costs (e.g., water, gas, electricity), telephone, internet, television or other services provided to the insured.
6. **Protection of surviving property** - the service includes the organization and coverage of the costs of:
 - 1) **supervision of property** located in an apartment, or a single-family house indicated in the policy - if as a result of an insurance accident in this apartment or house, the security of the property specified in § 10 is damaged or destroyed;
 - 2) **storage of property** located in an apartment or single-family house indicated in the policy, and which survived the insurance accident, and transport of such property to the place and from the place indicated by the insured. The insured is entitled to the service when, as a result of an insurance accident, the apartment or house indicated in the policy is damaged or destroyed to such an extent that further storage of the property in this apartment or house may damage or destroy it.
7. The insured is entitled to **help after the loss** when, as a result of an insurance accident, the apartment or single-family house indicated in the policy is damaged or destroyed.
The service includes the organization and coverage of the costs of:
 - 1) **cleaning up the remains of the damage;**
 - 2) **securing the surviving property** from insurance accident, that is located

in the apartment or house mentioned above, against its further damage or destruction;

- 3) **transport and bringing in construction or finishing materials** to the above-mentioned apartment or house, necessary for renovation, the purpose of which is to remove the damage that has arisen as a result of the insurance accident.
8. The insured is entitled to the advice of an **anti-theft security specialist** when theft with burglary occurred in the flat or single-family house indicated in the policy. The service includes the organization and costs of consultations with an anti-theft security specialist on how to optimally secure the above-mentioned apartment or house against theft with burglary.
9. The insured is entitled to **rodent control or pest control**, when the following appear in the flat or single-family house indicated in the policy: mice, rats, bedbugs, cockroaches, wasp nests or hornets. The service includes the organization and coverage of the costs of rodent control or pest control, as well as removal of wasp or hornet nests
10. The insured is entitled to **repair of audio and video equipment, household appliances, PC equipment**, when a failure of audio and video equipment, household appliances, PC equipment occurred.
Audio and video equipment are TV sets, players, recorders, Hi-Fi sets, which:
 - 1) are owned or co-owned by the insured,
 - 2) are not used for gainful employment,
 - 3) on the date of conclusion of the insurance agreement, not more than 5 years has passed from the date of production, and
 - 4) they are powered only by the mains (i.e., they cannot be powered by batteries or accumulators).**Household appliances** are gas cookers, electric cookers, induction hobs, ceramic, glass, ovens, microwave ovens, washing machines, washer-dryers, electric clothes dryers, fridge-freezers, freezers, dishwashers, which:
 - 1) are owned or co-owned by the insured,
 - 2) are not used for gainful employment, and
 - 3) on the date of conclusion of the insurance agreement, not more than 5 years has passed from the date of production.**PC equipment** are desktops, laptops, which:
 - 1) are owned or co-owned by the insured,
 - 2) are not used for gainful employment, and
 - 3) on the date of conclusion of the insurance agreement, not more than 5 years has passed from the date of production.**Failure of audio and video equipment / household appliances / PC equipment** is a sudden, unexpected damage that prevents the intended use of audio and video equipment, household appliances, PC equipment, and is not caused by improper use or improper maintenance of this equipment. The service includes the organization and coverage of the costs of travel and labour of specialist as well as the costs of the necessary parts or materials used for the repair. If the repair in an apartment or single-family house indicated in the policy is not possible, PZU organizes the repair in the service centre and covers its costs (including the costs of the necessary parts or materials used for the repair) and the costs of transporting the equipment to and from the service station. If the cost of the repair exceeds the actual value of the equipment (uneconomic repair), PZU arranges and covers only the costs of transporting the equipment to and from the service centre or the specialist's travel to the above-mentioned apartment or house, as well as the cost of an expert opinion which states that the repair is not justified economically. If the repair is covered by the manufacturer's warranty, PZU arranges and covers only the costs of transporting the equipment to the nearest authorized service point.
- 11 The insured is entitled to **remote help of IT specialist**, when a failure of software in computer hardware occurred. **Computer hardware** are desktop, laptop, printer, and scanner, which:
 - 1) are owned or co-owned by the insured, and
 - 2) are not used for gainful employment.**Software failure** is a sudden, unexpected malfunction of the software installed on the computer hardware that prevents the use of this software. The **software** is the operating system, computer programs for which the insured has a license, if required, and which are not used for gainful employment. The service includes the organization and coverage of the costs of **remote help of IT specialist**, that is:
 - a) installing or uninstalling software (including anti-virus programs),
 - b) updating the version of the operating system or software, c) configuration of the operating system or software, including e-mail,
 - d) installation of drivers and configuration of the printer or scanner,

- e) removing computer viruses,
 - f) other activities necessary to remotely repair software failure.
- Remote help of IT specialist is performed remotely by telephone or an application that allows the IT specialist to connect with the computer hardware affected by the software failure. The service is provided if the insured gives consent to install an appropriate application on his computer equipment and to connect the IT specialist to this equipment. The insured gives consent by accepting the message displayed on the monitor of this equipment. If a key or code is required to install the software on computer hardware, the insured is obliged to provide it to the IT specialist. The service is provided 7 days a week, from 10:00 AM to 9:00 PM, excluding public holidays.

MEDICAL ASSISTANCE SERVICES

- description of home assistance services listed in the table above

§ 72

1. An insured person is entitled to a **medical consultation** when he or she needs medical assistance as a result of an accident or sudden illness. The service includes the organization of:
 - 1) a medical consultation with a general practitioner at the place of the insured's stay in Poland and covering the costs of the doctor's travel to this place and his fees, or
 - 2) consultation of the insured at a general practitioner at a medical facility indicated by the Help Centre and coverage of the doctor's fee.
 It is up to the insured person to choose one of these services.
2. An insured person is entitled to **nurse care** when, as a result of an accident or sudden illness, he or she needs the help of a nurse to perform treatment procedures ordered by the attending doctor. The service includes the organization and coverage the costs of the nurse's visit to the place of stay of the insured in Poland, her/ his travel to this place, the performance of the above-mentioned treatment procedures and coverage of the nurse's fee.
3. An insured person is entitled to a **psychological consultation** when as a result of insurance accident, he or she needs the help of a psychologist. The service includes the organization and coverage the costs of the consultation of the insured at a psychologist at a medical facility indicated by the Help Centre and coverage of his/her fee.

PERSONAL DATA PROTECTION ASSISTANCE SERVICES - description of personal data protection assistance service

§ 73

1. The insured is entitled to personal data protection, if:
 - 1) the insured activated the service by calling the phone number of the Assistance Centre indicated in the policy and registering on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu> and
 - 2) an **insurance accident** has occurred, that is independent of the will of the insured:
 - a) using his PESEL number, for example, for the purpose of extorting a credit or a loan, or
 - b) loss or theft of an identity document. Identity document is ID card, passport, residence card.
2. Registration on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu> is done by:
 - 1) providing on this website the following data of the insured: name, surname, e-mail address, mobile phone number, PESEL number, series and number of the identity document, its issue and expiry date, address of residence;
 - 2) confirmation of the identity of the insured, at his / her choice, by means of:
 - a) by registered letter, i.e. to the address of residence provided by the insured, referred to in point 1, via Poczta Polska, a registered letter will be sent containing a verification code, which will be used to complete the registration process, in accordance with this process carried out on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu> or
 - b) an identification transfer for the amount of 1 PLN, i.e., the insured will have to make a transfer from his own bank account for the amount of 1 PLN (which will not be refundable) to the account indicated in the registration process, in accordance with this process carried out on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu>. In this transfer, the insured will have to provide his / her data in the "transfer sender" field.
3. The service includes the organization and coverage of the costs of:
 - 1) **monitoring the use of the insured PESEL number** and sending a

notification to the e-mail address (via e-mail) or mobile phone number (via SMS) provided by the insured when activating the service, when BIK or BIG receives a request for the insured's data. The notification will include the name of the institution where the credit or loan application was submitted using the insured person's data and the BIK hotline number at which the insured will be able to obtain assistance in clarifying the case. **BIK** is Biuro Informacji Kredytowej S.A. with registered office in Warsaw. **BIG** is a subsidiary of BIK: Biuro Informacji Gospodarczej InfoMonitor S.A. with registered office in Warsaw.

- 2) **credit restriction** consisting in sending by the insured, using the account created during registration on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu>, to the institutions granting credits or loans indicated in the "Credit Restriction" system, information that using the insured person's data one cannot enter into any obligations;
- 3) **restriction of the identity document** consisting in the exclusion by the insured, using the account created during registration on the website <https://www.bik.pl/aktywuj-alerty-bik-pzu>, the possibility of entering into any obligations with the use of a lost or stolen identity document.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 74

1. PZU does not organize and does not cover the costs of assistance services:
 - 1) if the insurance accident was caused intentionally or through gross negligence of the insured. This exclusion does not apply to situations where, despite gross negligence, the payment of compensation in these circumstances complies with rules of equity. This exclusion does not apply to medical assistance services,
 - 2) if the insurance accident was caused deliberately by the person with whom the insured person stays in the same household. This exclusion does not apply to medical assistance services;
 - 3) if the insurance accident occurred as a result of long-term and progressive leakage of the installation or groundwater infiltration;
 - 4) consisting of a repair covered by the producer's warranty;
 - 5) provided due to damages:
 - a) light bulbs, fuses, batteries that are part of the fittings,
 - b) of an aesthetic nature,
 - c) underground pipes, sewage and water supply installations or underground power lines,
 - d) machines or devices that are used to conduct business activities and their connection to electricity or plumbing;
 - 6) resulting from the natural wear of parts or consumables;
 - 7) consisting in the maintenance of installations;
 - 8) caused by installation, repair, modification or design changes made by the insured, that were improper or inconsistent with the producer's instructions;
 - 9) provided in connection with the lack of internet access;
 - 10) connected with software failure:
 - a) caused by illegal software or occurred in illegal software,
 - b) related to computer games;
 - 11) related to the incompatibility of computer hardware and software or resulting from the installation of software without valid licenses;
 - 12) resulting from breakage of audio and video equipment, household appliances or PC equipment or its components;
 - 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 personal data protection assistance services if:
 - 1) the insured did not activate this service in the manner specified in § 73 sec. 1 point 1 and sec. 2;
 - 2) the e-mail address or mobile phone number provided by the insured when activating this service in the manner specified in § 73 sec. 1 point 1 and sec. 2 is inactive.
3. PZU is not responsible for data loss in computer hardware as a result of software failure or in PC hardware as a result of its failure.
4. PZU does not organize and does not cover the costs of assistance services if the insurance accident occurred due to the insured being in the state of:
 - 1) drunkenness, or
 - 2) after use of alcohol, or
 - 3) under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the

regulations on preventing drug addiction.

This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident.

5. PZU's liability does not cover the costs of assistance services incurred by the insured without the consent of the Help Centre. This does not apply to situations where it was not possible to contact the Help Centre in the manner specified in § 75 - then the provisions of sec. 6 apply.
6. PZU reimburses the costs of assistance services arranged and covered by the insured on his own, only if the insured (or a person acting on his behalf) was not able to contact the Assistance Centre in the manner specified in § 75 for reasons beyond his control. In such a situation, PZU reimburses the insured the costs incurred by him up to the amount actually incurred, but not more than the limit of liability for a given assistance service specified in § 70 sec. 5. If such limit has not been set, up to the amount that corresponds to the average price for this type of service in the area where the service was performed. The insured (or a person acting on his behalf) is obliged to state the reason of inability to contact the Help Centre. The basis for considering the reported claim is the submission by the insured of personalised invoices for the provision of assistance services and proofs of their payment.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

- what should be done if the accident happens

§ 75

In order to use the assistance services referred to in § 70 sec. 5, the insured (or a person acting on his behalf) should notify the Help Centre about the insurance accident by calling the hotline indicated in the policy and provide:

- 1) first and last name of the insured;
- 2) the place of insurance;
- 3) phone number at which the Help Centre can contact the insured (or a person acting on their behalf);
- 4) description of insurance accident and kind of help required.

CHAPTER 9

HEALTH ASSISTANT INSURANCE

SUBJECT AND SCOPE OF INSURANCE

- what may be insured and what is PZU liable for

§ 76

1. In Health assistant insurance PZU organizes and covers the costs of health services, if:

- 1) **insurance accident**, which is an unfortunate accident, occurred during insurance period in Poland or abroad, and
- 2) the consequence of this insurance accident was an orthopaedic injury of the person indicated in the policy as the insured, or to a person close to the person indicated in the policy as the insured, which remains with him/ her in a common household and lives with him/ her, and
- 3) there was a need to continue treatment of this orthopaedic injury.

Orthopaedic injury is the following bodily injury or health impairment:

- 4) bone fracture of: upper limb, lower limb, chest, shoulder blade, collarbone, spine, pelvis,
- 5) muscle tear or rupture,
- 6) ligament tear or rupture,
- 7) tear or rupture of the ligament in the joints of the limbs.

2. Health services are provided only in Poland in PZU Zdrowie facilities or in other entities performing medical activities that provide health services - indicated by PZU Zdrowie.

PZU Zdrowie facility is an entity performing medical activities, that provides health services.

Health services are medical services listed in sec. 3 (table below), which are performed by medical staff in connection with the need to continue treatment of an orthopaedic injury.

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

Pos.	Health benefits	Limits
	<p>Doctor's consultation and physiotherapist's consultation:</p> <ul style="list-style-type: none"> - is provided without a doctor's referral - does not include consultations with a doctor who holds the habilitated doctor (assistant professor) degree or the title of professor - includes: <p>a) outpatient consultation, which:</p> <ul style="list-style-type: none"> - is conducted by a doctor: an orthopaedist - traumatologist, general surgeon, or by a physiotherapist - physical examination compliant with the profile of a given medical specialty, i.e. physical examination of the patient 	
1.	<p>issuing e-prescriptions, e-ZLA and referrals related to further diagnostic and therapeutic procedures</p> <p>b) telemedicine consultation, which:</p> <ul style="list-style-type: none"> - is conducted by a doctor: an orthopaedist - traumatologist, general surgeon - is done by phone, chat or video chat, without a direct physical examination - anamnesis compliant with the profile of a given medical specialty, i.e. taking a medical history, making a diagnosis, recommendations as to the method of treatment, and issuing e-prescriptions, e-ZLA and referrals related to further diagnostic and therapeutic procedures 	2 consultations from list
	<p>Diagnostic tests:</p> <ul style="list-style-type: none"> - provided on the basis of doctor's referral - include: <p>a) diagnostic radiology:</p> <ul style="list-style-type: none"> - X-ray of chest – frontal and lateral - X-ray of wrist - frontal and lateral - and tilted - Wrist scaphoid X-ray - Hand X-ray - frontal and tilted - Fingers X-ray - frontal, lateral and tilted - Pelvis X-ray - Hip joint X-ray - frontal and axial - Sacroiliac joints X-ray - frontal and tilted - Femur X-ray - frontal and lateral - Knee joint X-ray - frontal and lateral - Patella (kneecap) X-ray - frontal and axial - Lower leg X-ray - frontal and lateral - Ankle joint X-ray - frontal and lateral - Heel bone X-ray - lateral and axial - Foot X-ray - frontal, lateral and tilted - Toes X-ray - frontal, lateral and tilted - Toe X-ray - frontal and lateral - X-ray of rib - X-ray of sternum - Cervical spine X-ray - frontal and lateral - Thoracic spine X-ray - frontal and lateral - Lumbosacral spine X-ray - frontal and lateral - Coccyx (tailbone) X-ray - frontal and lateral - X-ray of collarbone - X-ray of scapula - Shoulder joint (shoulder) X-ray - frontal, axial and tilted - Humerus (arm) X-ray - frontal and lateral - Elbow X-ray - frontal and lateral - Forearm bone X-ray - frontal and lateral 	2 consultations from list
2.	<p>b) ultrasonography diagnostic:</p> <ul style="list-style-type: none"> - Ultrasonography of glenohumeral joint - Ultrasonography of elbow - Ultrasonography of wrist - Ultrasonography of hip joint - Ultrasonography of knee - Ultrasonography of ankle - Ultrasonography of finger - Ultrasonography of muscle - Ultrasonography of tendon 	2 consultations from list
	<p>Rehabilitation treatments:</p> <ul style="list-style-type: none"> - is provided on the basis of doctor's referral - include: - Passive exercises - Active exercises with load reduction - Active free exercises - Active exercises with resistance - Active-passive and supported exercises - Isometric exercises - General rehabilitation exercises - Special exercises - Short-wave diathermy - Micro-wave diathermy - Electrostimulation - Mobilizations and manipulations, neuromobilizations - Diadynamic currents - Hydrotherapy treatments - warm, cold hydrocolator - Iontophoresis - TENS currents - Trabert currents - Sollux - Fango - Galvanization - Partial pearl/ whirlpool bath - Pearl/ whirlpool bath of limbs - Point laser therapy - Magnetotherapy - Hydropneumatic massage - total - Hydropneumatic massage - local - Underwater massage - Dry partial massage - Methods of the neuromuscular re-education - Polarized light - Ultrasounds locally - Ultraphonophoresis/ phonophoresis - Cryotherapy - Cryotherapy locally - Terapuls - Kinesiotaping 	30 rehabilitation procedures from list

4. Health services are provided on the basis of a decision issued by PZU on the possibility of the insured to use a health service.
5. The limits set out in sec. 3 constitute the upper limit of PZU's liability and are set separately for all the insured persons and for each insurance accident.
6. The insured (or a person acting on his behalf) is obliged, within 12 months from the date of the insurance accident, to notify PZU about the insurance accident and about the necessity to continue treatment of the orthopaedic injury in the manner specified in § 79 sec. 1.
7. The insured person may use health benefits for 12 months from the date of receipt of the decision referred to in § 79 sec. 3.
8. The rules for the implementation of health services are set out in sec. 3-4 and § 79.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 77

1. PZU does not organize and does not cover the costs health benefits resulting from insurance accidents that occurred:
 - 1) when the insured was intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction.
This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident. PZU determines the state of the insured according to the provisions of the law of the country in which the insurance accident occurred;
 - 2) due to the fact that the insured person injured himself or tried to commit suicide;
 - 3) while the insured drove 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 to situations where the lack of authorization to drive the vehicle did not affect the occurrence of the insurance accident.
 - 4) as a result of performing medical procedures, regardless of who performed them. This exclusion does not apply to situations where the performing of these procedures did not affect the occurrence of the insurance accident.
 - 5) as a result of the insured's participation in a fight.
This exclusion does not apply to the situation, where the insured acted in self-defence;
 - 6) as a result of competitive practicing of sports by the insured;
 - 7) as a result of practicing of high-risk sports by the insured.
2. PZU does not organize and does not cover the costs of health services that arose as a result of diseases or poor health conditions, even those that occur suddenly or were revealed only as a result of an accident, or which are the cause of an accident. If the cause of the insurable accident is both a disease or poor health condition and an external cause, PZU's liability covers orthopaedic injury resulting from an external cause. If it is not possible to determine which orthopaedic injuries are the result of an external cause only, PZU assumes that they are the result of an external cause.

DETERMINATION OF BENEFITS

- how does PZU determine the amount of benefit

§ 78

1. The types of health benefits the insured is entitled to are determined after it has been established that there is a normal causal link between the insurable accident and the orthopaedic injury.
2. The establishment of a normal causal relationship referred to in sec. 1, and the health benefits to which the insured is entitled are based on the documents or information specified in § 79.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 79

1. In order to use the health benefit, the insured (or a person acting on his behalf) should notify the Help Centre about the insurance accident and about the need to continue treatment of the orthopaedic injury, by calling the hotline indicated in the policy and:
 - 1) provide PZU with:
 - a) medical documentation, i.e., documentation containing a description of the health condition of the insured person or information on the completed diagnostic and treatment procedures, prepared by entities

providing medical assistance, medical professionals and other persons involved in providing such assistance. Medical documentation must confirm that the insured suffered an orthopaedic 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) enable PZU to obtain information on the circumstances specified in the documents listed in point 1, in particular from the doctors who cared for the insured, both before and after the insurance accident.

2. PZU reserves the right to verify the evidence provided and to consult specialist doctors.
3. After notification of the occurrence of an insurable accident in the manner specified in sec. 1, PZU issues a decision on the possibility of providing the health benefit and submits it to the insured.
4. In order to arrange a health service, after receiving the decision referred to in sec. 3, the insured (or a person acting on his behalf) should contact PZU Zdrowie by calling the phone number indicated in the above-mentioned decision.
5. The waiting time for a medical consultation and a physiotherapist's consultation is up to 5 business days - from the date of contacting PZU Zdrowie in the manner specified in paragraph 4.
A **business day** is Monday to Friday, excluding public holidays.
The insured person may indicate a PZU Zdrowie facility, another entity performing medical activities that provides health services, indicated by PZU Zdrowie, a doctor, or the date of a medical consultation - then, however, the waiting time for the provision of a health service may be longer.
The date of the provision of other health services is determined individually with the insured (or a person acting on his behalf), taking into account the availability of a given health service at a PZU Zdrowie facility or in other entities performing medical activities that provide health services - indicated by PZU Zdrowie.
6. If the insured (or the person acting on his behalf) could not, for reasons beyond his control (for example due to a breakdown of the PZU or PZU Zdrowie hotline), contact PZU or PZU Zdrowie in the manner specified in sec. 1 and 4 and has organized and covered the costs of the health service on his own, then PZU reimburses him these costs, up to the amount corresponding to the average price of this type of health service in the area where the health service was performed. The insured (or a person acting on his behalf) is obliged to state the reason of inability to contact PZU or PZU Zdrowie. The basis for considering the reported claim is the submission by the insured of personalised invoices for the provision of health services and proofs of their payment.

CHAPTER 10 CONSEQUENCE OF ACCIDENTS INSURANCE

SUBJECT AND SCOPE OF INSURANCE

- what may be insured and what is PZU liable for

§ 80

1. The subject of accident insurance is the consequences of an insurance accident that occurred during the insurance period, in Poland or abroad, and that the person indicated in the policy as the insured sustained (in the part concerning accident insurance). **Insurance accident** is an unfortunate accident, epilepsy attack, fainting.
2. The insurance covers the following **consequences of an insurance accident** referred to in sec. 1:
 - 1) death;
 - 2) bodily injury or health impairment.
3. In addition, the subject of accident insurance is the very fact of the occurrence of an **insurance accident** in the form of a heart attack or intracranial haemorrhage and the death resulting from this insurance accident, if a heart attack or intracranial haemorrhage occurs in the insured who is under 30 years of age on the first day of the insurance period.
4. For the payment of an additional premium, the scope of insurance may be extended to cover the mere fact of an insurance accident in the form of a heart attack or intracranial haemorrhage and death resulting from this insurance accident, if the insured on the first day of the insurance period:
 - 1) was over 30, but under 65 years old;
 - 2) is at least 65 years old and has been insured with PZU for myocardial infarction or intracranial haemorrhage for at least the last 2 years.

TYPES AND AMOUNT OF BENEFITS

- what kind of benefits does PZU pay

§ 81

1. Consequence of accidents insurance can be concluded in one of the following insurance variants: Standard variant or Standard Plus variant. The

policyholder chooses the variant for each insured separately.

Depending on the selected insurance variant, the insured is entitled to the following benefits:

Pos.	Standard Variant	Standard Plus Variant
1.	benefits for death	benefits for death
2.	benefit for bodily injury or health impairment referred to in sec. 4 (table below)	benefit for bodily injury or health impairment referred to in sec. 4 (table below)
3.		refund of costs of treatment

The above benefits, including reimbursement of costs, are due on the terms set out in sec. 2-11.

2. Moreover, irrespective of the selected insurance variant, the following benefits are payable, if the insurance agreement covers these benefits, pursuant to § 80 sec. 3 and 4:
- 1) benefits for death as result of heart attack or intracranial haemorrhage;
 - 2) benefits for heart attack or intracranial haemorrhage;
3. The death benefit is payable for death resulting from an unfortunate accident,

epilepsy, fainting - in the amount of 100% of the sum insured. The benefit is payable if the death occurred no later than within 24 months from the date of the insurance accident.

4. The benefit for bodily injury or health impairment is due for the bodily injury or health impairment listed in the heading "Type of bodily injury or health impairment" and in the amount equal to the product of the percentage of the sum insured specified in the heading "% of the sum insured" and the sum insured (table below):

Pos.	Type of bodily injury or health impairment	% of the sum insured
A	UPPER LIMB	
1)	Loss	
a)	on the level of brachial-scapular joint or shoulder	80%
b)	on the level of elbow or forearm	60%
c)	on the level of wrist	55%
d)	on the level of metacarpus	50%
e)	finger I (thumb) with metacarpophalangeal joint	25%
f)	finger II (index) with two metacarpophalangeal joints	20%
g)	finger III, IV and V with two metacarpophalangeal joints	10% per finger
h)	all the fingers of one hand as result of one insurance accident	50%
2)	Fractures	
a)	within the scapula	8%
b)	within the collarbone	7%
c)	within the humerus	10%

Pos.	Type of bodily injury or health impairment	% of the sum insured
d)	within the forearm (one or both)	7%
e)	within the carpal bone (one or many)	5%
f)	within one ore more metacarpal	5%
g)	within the bones of finger I (thumb)	6%
h)	within the bones of finger II (index)	5%
i)	within the bones of one or many fingers among fingers III, IV, V	3% per finger
3)	Dislocations/ sprains	
a)	brachial-scapular joint	6%
b)	elbow	4%
c)	wrist	4%

The insured is entitled to only one benefit for the above sprain of the same joint, regardless of how many such insurance accidents occurred during the insurance period.

B	LOWER LIMB	
1)	Loss	
a)	on the level of hip joint or thigh	80%
b)	on the level of knee and lower leg	60%
c)	on the level of tarsus	50%
d)	on the level of metatarsal	40%
e)	toe I (big toe) with interphalangeal joint	20%
f)	toes II, III, IV, V	5% per toe
2)	Fractures	
a)	within the femur	15%
b)	within the lower leg (one or both)	8%
c)	within the kneecap	7%
d)	within one ore more tarsus	7%
e)	within one ore more metatarsal	5%
f)	within the bones of toe I (big toe)	4%
g)	within the bones of one or many toes II, III, IV, V	2% per toe
3)	Dislocations/ sprains	
a)	hip joint	15%
b)	knee	5%
c)	ankle	5%

The insured is entitled to only one benefit for the above sprain of the same joint, regardless of how many such insurance accidents occurred during the insurance period.

C	ORGAN OF SIGHT	
1)	Complete loss of vision in one eye	50%
2)	Complete loss of vision in both eyes as a result of one insurance accident	100%
D	ORGAN OF HEARING	
1)	Complete loss of hearing in 1 ear	50%
2)	Complete loss of hearing in both ears as a result on one insurance accident	100%
3)	Complete loss of auricle	15%

Pos.	Type of bodily injury or health impairment	% of the sum insured
E	ORGAN OF SPEECH	
	complete loss of speech	100%
F	HEAD	
1)	complete loss of nose	25%
2)	complete loss of permanent teeth	5% per tooth, maximum up to 20%
3)	fracture of one or more skull bones	6%
4)	fracture of permanent tooth	2% per tooth, maximum up to 16%
G	CHEST	
1)	fractures within the sternum	8%
2)	fractures within the ribs (one or more)	5%
H	SPINE	
1)	total paresis of one or more limbs	80%
2)	fractures within one vertebra	5% per vertebra, maximum up to 15%
3)	fractures of backbone	5%
I	PELVIS	
1)	fracture of one or more pelvis bones (ilium, sciatic and pubis)	8%
2)	fracture within sacrum	5%
J	INTERNAL ORGANS	
1)	complete loss of the spleen	25%
2)	complete loss of one kidney	50%
3)	complete loss of uterus or penis	50%
4)	complete loss of ovary or testes	25%
K	BURNS	
1)	second degree burns (calculated for each percent of the body surface)	1%
2)	third degree burns (calculated for each percent of the body surface)	2%
L	FROSTBITE	
	second or higher degree frostbite - more than one finger or toe, nose or ear frostbite	5%

5. The benefit for bodily injury or health impairment is due if the injury or health impairment occurred not later than within 24 months from the date of the insurance accident.
6. If, as a result of the insurable accident, more than one bodily injury or health impairment listed in sec. 4 (table above) occurs - the amount of the benefit for bodily injury or health impairment consists of the sum of benefits due for each injury or health impairment, but not more than the sum insured.
7. If PZU pays a benefit for bodily injury or health impairment, and then the insured dies as a result of the accident within 24 months from the date of the insurance accident, PZU will pay the benefit for death less the amount previously paid for bodily injury or health impairment.
8. Treatment costs are reimbursed up to 20% of the sum insured, and if:
 - 1) they were incurred in connection with the treatment of the consequences of an insurance accident (for example, the consequences of a tick bite, dog bite or traffic accident). In the event of an epilepsy attack or fainting, only the costs related to the treatment of bodily injury or health impairment listed in sec. 4 (table above) resulting from this seizure or fainting are reimbursed;
 - 2) were medically justified;
 - 3) the necessity to bear them arose no later than within 24 months from the date of the insurance accident, and in the case of rehabilitation - no later than within 6 months from the date of the insurance accident.
9. **Treatment costs** are costs of:
 - 1) medical consultations;
 - 2) diagnostic tests ordered by doctors;
 - 3) outpatient treatment (tests ordered by a doctor, procedures);
 - 4) hospital treatment (tests, treatments);
 - 5) rehabilitation;
 - 6) medicines, dressings, medical devices - prescribed by a doctor;
 - 7) transport of the insured from the place of the insurance accident or from the place of stay of the insured immediately after the accident - to the place where medical first aid is provided.
10. The benefit for death following a heart attack or intracranial haemorrhage is payable for death resulting from this insurance accident - in the amount of 100% of the sum insured. The benefit is payable if the death occurred no later than within 24 months from the date of heart attack or intracranial haemorrhage.
11. The benefit for heart attack or intracranial haemorrhage is payable for the

mere fact of the occurrence of this insurance accident - in the amount of 20% of the sum insured. The insured is entitled to only one benefit for the above sprain of the same joint, regardless of how many heart attacks or intracranial haemorrhages occurred during the insurance period.

EXCLUSIONS OF LIABILITY

- what is PZU not liable for

§ 82

- PZU is not liable for:
 - habitual (recurrent) joint dislocations;
 - pathological, stress bone fractures.
- PZU is not liable for consequences of insurance accidents, if those accidents occurred:
 - when the insured was intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitute substances, according to the regulations on preventing drug addiction. This exclusion does not apply to situations where the state of insured did not affect the occurrence of the insurance accident. PZU determines the state of the insured according to the provisions of the law of the country in which the insurance accident occurred;
 - as a result of the insured's poisoning caused by the consumption of alcohol, the use of intoxicants, psychotropic substances, new psychoactive substances or substitutes, as defined in the provisions on counteracting drug addiction;
 - due to the fact that the insured person injured himself or committed or tried to commit suicide;
 - while the insured drove 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 to situations where the lack of authorization to drive the vehicle did not affect the occurrence of the insurance accident.
 - as a result of performing medical procedures, regardless of who performed them. This exclusion does not apply to situations where the performing of these procedures did not affect the occurrence of the insurance accident.
 - resulting from participation in fight. This exclusion does not apply to the situation, where the insured acted in self-defence;
 - during a deliberate commission or attempted commission of a crime by the insured;
 - as a result of competitive practicing of sports by the insured;
 - as a result of practicing of high-risk sports by the insured.
 - as a result of nuclear, chemical or irradiation contamination;
 - as a result of acts of terrorism, warfare, martial law, state of emergency;
 - as a result of the insured's active participation in strikes, riots, protest actions, road blockades or sabotage. This exclusion does not apply to situations where the insured's participation in strikes, riots, protest actions, road blockades resulted from the performance of official duties.
- PZU is not liable for the consequences of diseases or health conditions, even those that occur suddenly or were revealed only as a result of an unfortunate accident, or which are the cause of an unfortunate accident. This exclusion does not apply to the consequences of an epilepsy attack, fainting, heart attack, intracranial haemorrhage, as long as the agreement covers this insurance accident. If the cause of the insurance accident is both a disease or poor health condition and an external cause, PZU's liability covers bodily injury or health impairment or death resulting from an external cause. If it is not possible to determine which bodily injury or health impairment or death are the result of an external cause only, PZU assumes that they are the result of an external cause.
- PZU's liability does not include compensation for the pain, physical and moral suffering.

SUM INSURED

- how to determine sum insured

§ 83

The sum insured is determined by the policyholder for each insured separately. The sum insured is the amount, on the basis of which PZU determines the amount of the benefit or the amount of reimbursement.

DETERMINATION OF BENEFITS

- how does PZU determine the amount of benefit

§ 84

- The types and amount of benefits the insured is entitled to are determined after it has been established that there is a normal causal link between the insurance accident and its result.
- The establishment of a normal causal relationship and the amount of benefits to which the insured is entitled are based on the documents or information specified in § 89.

§ 85

At the request and at the expense of PZU, the insured is obliged to undergo additional medical examinations or examinations performed by doctors appointed by PZU, which are necessary to establish the legitimacy of the reported claims. Regardless of the benefits that are covered by the insurance, PZU reimburses the insured with the necessary documented expenses incurred for journeys in order to perform these tests.

§ 86

If the insured was covered by insurance under several accident insurance agreements, he is entitled to benefits under each agreement. However, the costs of treatment are reimbursed up to the actual costs, maximum up to the amount of sums insured or limits resulting from concluded insurance agreements.

§ 87

- PZU pays the benefit to the insured, and if the insured is a minor or incapacitated - to the statutory representative. PZU reimburses the costs of treatment to the person who incurred them.
- Benefits for death or death as result of heart attack or intracranial haemorrhage PZU pays to the beneficiary. **Beneficiary** is a person appointed by the insured to PZU as entitled to receiving the benefits for death. If no beneficiary has been appointed, the benefit is paid to the persons listed below in the following order:
 - spouse;
 - children - in equal parts. If one of the children died before the death of the insured person, the share that would have been attributed to that child is shared by the remaining children in equal parts;
 - parents - in parts equal or in full to one of them, if the other parent died before the death of the insured person, or if only one of them has parental responsibility. If neither of the parents is entitled to parental responsibility or if the parents are unknown and the insured has custody - the benefit is paid to legal guardians on the same terms as for parents;
 - natural persons appointed to inherit by law - in parts that fall to them according to the provisions of the Civil Code concerning statutory inheritance.

The payment of the benefit to a person or persons indicated in the higher category excludes the payment of the benefit to the person or persons indicated in the lower category (the highest category is point 1).

- The insured may appoint or change the beneficiary at any time.
- If no beneficiary has been appointed, the benefit for to death or the benefit for death following a heart attack or intracranial haemorrhage, PZU reimburses - within the sum insured - the documented costs of the insured's funeral to the person who incurred them. PZU reimburses these costs only if they have not been covered by any other insurance or other title.
- PZU pays out benefits in PLN only.
- PZU reimburses the costs of treatment on the basis of invoices and proofs of their payment up to the amount of actual costs, but up to a maximum of 20% of the sum insured. Medical expenses incurred outside Poland are reimbursed in Poland in PLN according to the average NBP exchange rate in force on the date of determining the compensation.

§ 88

If the insured dies, but not as a result of an insurance accident and before receiving the benefit for bodily injury or health impairment, PZU pays the benefit to the insured's heirs. If bodily injury or health impairment have not been established before the insured's death, PZU accepts the alleged type of bodily injury or health impairment, that is determined on the basis of the submitted medical documentation.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 89

- If the insurance accident occurs, the insured is obliged to:
 - try to mitigate its effects by immediately undergoing medical care and recommended treatment;
 - notify PZU about it and deliver:

- a) description of the causes and course of the insurance accident,
 - b) medical documentation, i.e. documentation containing a description of the health condition of the insured person or information on the completed diagnostic and treatment procedures, prepared by entities providing medical assistance, medical professionals and other persons involved in providing such assistance. Medical documentation must confirm that the insured suffered bodily injury or health impairment as a result of an insurance accident during the insurance period or that he suffered a heart attack or intracranial haemorrhage during the insurance period, provided that the heart attack or haemorrhage is covered by insurance,
 - c) invoices and proofs of payment of treatment costs, if covered by insurance,
 - d) a document entitling to drive the vehicle if the insured drove the vehicle during the insurance accident,
 - e) other documents necessary to establish the legitimacy of the claim and the type and amount of benefit;
- 3) enable PZU to obtain information on the circumstances specified in the documents listed in point 2, in particular from the doctors who cared for 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 to PZU:
 - 1) a certified copy of the death certificate of the insured and a statistical death card or medical documentation (if entitled to obtain such documents) prepared by entities providing health services, medical professionals and other persons participating in the provision of health services. Medical records must confirm the cause of death of the insured person and
 - 2) his or her identity document.
 3. If no beneficiary has been appointed, the person specified in § 87 sec. 2, who applies for the payment of the benefit, is required to additionally submit marital status documents that confirm marriage or kinship with the insured, or documents that confirm the care of the insured on the day of his death.
 4. PZU reserves the right to verify the evidence provided and to consult specialist doctors.

CHAPTER 11 COMMON PROVISIONS

CONCLUSION OF INSURANCE AGREEMENT

- how to conclude the insurance agreement

§ 90

1. PZU concludes an insurance agreement with the policyholder based on his/her application.
 2. The policyholder is obliged to inform PZU about all the known circumstances, about which PZU asked in the offer form or in other letters prior to the conclusion of the insurance agreement. If the policyholder concludes the insurance agreement through a representative, this obligation also rests with the representative and also covers circumstances known to him. If PZU concludes an insurance agreement despite the lack of answers to individual questions, the omitted circumstances are deemed to be irrelevant.
 3. During the term of the insurance agreement, the policyholder is obliged to notify PZU of any change in the circumstances referred to in sec. 2, immediately after receiving information about them.
 4. If the policyholder concludes the insurance agreement on someone else's behalf, the obligations specified in sec. 2 and 3 are borne by both him and the insured. This does not apply to situations where the insured did not know about the conclusion of the agreement on his behalf.
 5. PZU is not liable for the consequences of circumstances which, in breach of sed. 2-4 were not disclosed to PZU. If the breach of sec. 2-4 was caused by wilful misconduct, in case of doubt, it is assumed that the insurance accident and its consequences are the result of the circumstances referred to in the preceding sentence.
 6. The conclusion of the insurance agreement via means of distance communication takes place after the policyholder:
 - 1) gets acquainted with the relevant regulations for the provision of electronic services (if required under applicable law) and accepts it;
 - 2) accepts the content of the GTC;
 - 3) submits application via means of distance communication.
 7. Conclusion of an insurance agreement via the Internet, which specifies the date of payment of the insurance premium or its first instalment:
 - 1) falling before the date on which the insurance period specified in this
- agreement begins - occurs upon payment of the insurance premium or its first instalment
 - 2) falling on the day on which the insurance period specified in the agreement begins or after that date - takes place upon submission of the declaration of conclusion of the agreement by both parties.
- The conclusion of the insurance agreement during a telephone conversation takes place as soon as PZU confirms the acceptance of the policyholder's application.
8. In case of the insurance of:
 - 1) apartment;
 - 2) single-family house, or
 - 3) movable property located in an apartment or single-family house
 - the agreement also includes Home Assistance insurance in Comfort variant.
 9. If the agreement includes Legal protection insurance in Super variant, and:
 - 1) Home Assistance insurance in Comfort variant, or
 - 2) Home Assistance insurance in Super variant, or
 - 3) Home Assistance insurance in Super Plus variant,
 - the agreement includes also personal data protection assistance service, referred to in § 73.
 10. PZU confirms the conclusion of insurance agreement with the policy.

BEGINNING AND END OF PZU LIABILITY

- when does insurance cover begin and end

§ 91

1. The insurance period is indicated in the policy.
2. Insurance cover lasts:
 - 1) from the first day of the insurance period indicated in the policy if the payment date of the premium or its first instalment falls on **the 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 expires on the day on which the policyholder receives the 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, but not earlier than from the first day of the insurance period specified in the policy if the due date for the payment of the insurance premium or its first instalment falls **before the first day** of the insurance period. If the insurance premium or its first instalment has not been paid by the 30th day from the first day of the insurance period, the insurance agreement is terminated on that day.
3. Insurance coverage in an insurance agreement concluded via the Internet runs from the first day of the insurance period specified in the policy.
4. The insurance cover in the scope of a given insurance expires:
 - 1) at the end of the insurance period;
 - 2) in real estate insurance - upon the destruction of the subject of insurance - within the scope of this subject;
 - 3) in insurance of movable property and insurance of objects against breakage - upon complete destruction or loss of the subject of insurance - within the scope of this subject;
 - 4) on the day on which the sum insured is exhausted, provided that the insurance agreement provides for the possibility of exhausting this sum;
 - 5) on the day on which the guarantee sum is exhausted;
 - 6) 7 days from the date on which the policyholder receives a request for payment of the next instalment of the insurance premium sent after the expiry of its payment date, if the policyholder was informed in this request that failure to pay within 7 days from the date of receipt of the request will result in expiration of insurance coverage;
 - 7) on the date of delivery of the declaration on termination of the insurance agreement, referred to in § 93 sec. 7 to the other party;
 - 8) in Health assistant and Consequences of accidents insurance - on the date of delivery of the declaration on termination of the insurance agreement with immediate effect, referred to in § 92 sec. 3 to PZU;
 - 9) in real estate insurance, insurance of movable property and insurance of objects against breakage - upon the transfer of ownership of the subject of insurance - within the scope of this subject This does not apply to situations where, along with the transfer of ownership of the subject of insurance, the rights under the insurance agreement were transferred to the buyer on the terms specified in § 94;
 - 10) in movable property, objects against breakage and Home Assistance insurance - upon the transfer of ownership of the place of insurance indicated in the policy in the part concerning insurance: movable property,

objects from breakage, Home assistance, but not earlier than on the date of the insured's moving out from this place of insurance;

- 11) in third party liability insurance - upon the transfer of ownership of the place of insurance indicated in the policy in the part relating to real estate insurance or insurance of movable property to which the insurance cover under third party liability insurance is related, but not earlier than on the date of the insured's moving out from this place;
 - 12) upon the expiry of insurance cover in real estate insurance and in insurance of movable property;
 - 13) on the date of delivery to PZU of a declaration of withdrawal from the insurance agreement, pursuant to the principles set out in § 92 section 1 and 2.
5. In addition, the insurance cover in Home Assistance insurance in the Comfort variant shall expire upon expiry of:
- 1) insurance of an apartment or a single-family house, indicated in the policy in the part concerning the Home Assistance insurance in the Comfort variant;
 - 2) insurance of movable property located in an apartment or a single-family house, indicated in the policy in the part concerning the Home Assistance insurance in the Comfort variant.

§ 92

1. If the insurance agreement is concluded for a period longer than 6 months, the policyholder has the right to withdraw from this agreement by submitting a declaration in this regard:

- 1) within 30 days from the date of its conclusion - if the policyholder is a consumer;
- 2) within 7 days from the date of its conclusion - if the policyholder is a consumer.

If, at the latest at the time of concluding the insurance agreement, PZU has not informed the policyholder who is a consumer about the right to withdraw from the insurance agreement, the 30-day period shall run from the day on which the policyholder learned about this right. Withdrawal from the insurance agreement does not release the policyholder from the obligation to pay the insurance premium for the period in which PZU provided insurance coverage.

2. If the policyholder, who is a consumer, concludes an insurance agreement via means of distance communication, the time limit within which he may withdraw from the agreement by submitting a written statement in this regard is 30 days from the date on which PZU informed him of the conclusion of this insurance agreement or, if it is later, from the date of delivery of the information that should be provided to the consumer on the basis of the provisions on concluding distance contracts. The term is met if the declaration on withdrawal from the insurance agreement has been sent before its end.
3. The policyholder may terminate the insurance agreement in the scope of health assistant insurance or accident insurance at any time with immediate effect, by submitting a declaration in this regard. Termination of the insurance agreement in the field of health assistant insurance or accident insurance does not release the policyholder from the obligation to pay the insurance premium for the period in which PZU provided insurance coverage.

INSURANCE PREMIUM

- how does PZU determine the insurance premium and how is it payable

§ 93

1. The amount of the insurance premium is determined by PZU according to the tariff in force on the day PZU prepares an insurance offer for the policyholder. The amount of the insurance premium is determined taking into account:
- 1) sum insured, guarantee sum, scope of insurance, insurance period;
 - 2) type of the subject of insurance and its characteristics, location of the place of insurance - in real estate and movable property insurance;
 - 3) number of insured persons - in consequences of accident insurance;
 - 4) age of policyholder;
 - 5) conducting other agreements with PZU;
 - 6) the course of the insurance agreement;
 - 7) way of paying 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 payable as single payment or in instalments. However, the insurance premium for an insurance agreement with an insurance period of less than 12 months is payable as single payment. Dates of premium payment and premium instalments are specified in the policy.

4. The insurance premium or its instalment may be payable in cash or in a non-cash form.
5. If the payment of the insurance premium or the insurance premium instalment is made in a non-cash form, PZU considers the date of payment of the insurance premium as the date of:
- 1) payment authorization - if the policyholder pays by card or via moje.pzu.pl;
 - 2) in which the full, due amount of the premium or its instalments is transferred to the PZU bank account - if the policyholder pays in a different way than specified in point 1 (e.g. by bank transfer or postal order).
6. If the insurance cover expires before the end of the period for which the insurance agreement was concluded, the policyholder is entitled to a reimbursement of the insurance premium for the period of unused insurance cover.
7. In the event of disclosure of circumstances that entail a significant change in the probability of an insurance accident within the scope of a given insurance, each party may demand an appropriate change in the amount of the insurance premium, starting from the moment on which that circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party may terminate the insurance agreement with immediate effect within 14 days, by submitting a declaration in this regard.
8. If the policyholder or the insured provided PZU with untrue data that affect the amount of the insurance premium, the policyholder is obliged to pay the insurance premium resulting from the difference between the insurance premium that would be due to PZU if true data were provided, and the insurance premium indicated in the insurance agreement. If an insurance accident occurs, PZU's claim for the payment of the difference in insurance premium becomes immediately due and payable at the latest on the date of payment of the indemnity or benefit.

TRANSFER OF RIGHTS

- what happens to the insurance if the subject of insurance is sold

§ 94

1. In the event of the sale of the subject of insurance - in of real estate, movable property or objects from breaking insurance - the rights under the insurance agreement may be transferred to the buyer of the subject of insurance. The transfer of rights under the insurance agreement requires the consent of PZU.
2. If the rights under the insurance agreement are transferred to the buyer of the subject of insurance, the obligations of the seller are also transferred, unless the parties agreed otherwise with the consent of PZU. Despite this transfer of obligations, the seller is jointly and severally liable with the buyer for the payment of the insurance premium, which is due until the subject of insurance is transferred to the buyer.
3. If the rights under the insurance agreement have not been transferred to the buyer of the subject of insurance, the insurance cover shall expire upon the transfer of ownership of the subject of to the buyer, subject to sec. 4.
4. The provisions of sec. 1-3 shall not apply to the transfer of claims that arose or may arise as a result of an insurance accident provided for in the insurance agreement.
5. The expiry of insurance cover in the scope of a given insurance, referred to in sec. 1-3, applies only to the subject of insurance which the sale relates to.

COMPENSATION OR BENEFIT PAYMENT

- when does PZU pay the compensation or benefit and what are its obligations

§ 95

1. PZU pays the compensation or benefit within 30 days from the date of receipt of the notification of the insurance accident.
2. If the explanation, within the time limit specified in sec. 1, the circumstances necessary to determine the liability of PZU or the amount of the compensation or benefit proved impossible, the compensation or benefit is paid within 14 days from the date on which it was possible to clarify these circumstances with due diligence. However, the indisputable part of the compensation or benefits is paid by PZU within the period specified in sec. 1.
3. PZU is obliged to:
- 1) after receiving the notification of the occurrence of the insurance accident, within 7 days from the date of receipt of the notification, to:
 - a) informing the policyholder or the insured about it, if they are not the submitting the claim, and
 - b) undertaking proceedings that concern the determination of the facts of the insurance accident, the legitimacy of the reported claims and the amount of compensation or benefits, as well as

- c) inform the person submitting the claim - in writing or in other way to which the person has consented - what documents are required to determine PZU's liability or the amount of compensation or benefit if it is necessary for further proceedings.

If the insurance agreement was concluded for the benefit of someone else, the notice of the occurrence of the insurance accident may also be reported by the insured or by his/her heirs.

- d) in this case, the heir is treated as the beneficiary under the insurance agreement;
- 2) if, within the time limits specified in sec. 1 and 2 will not pay compensation or benefits - to notify in writing:
- the person submitting the claim, and
 - the insured person, in the case of an insurance agreement concluded on someone else's behalf, if he/ she is not the person submitting the claim
 - about the reasons for the inability to satisfy their claims in whole or in part, as well as for the payment of the undisputed part of the compensation or benefit;
- 3) if the compensation or benefit is not due or is due in a different amount than to establish PZU's liability and the circumstances of the insurance accident, as well as the amount of compensation or benefits;
- 7) at the request of the policyholder or the insured, to provide information about the declarations made by them at the stage of concluding the insurance agreement for the purposes of assessing the insurance risk or copies of documents prepared at this stage.

§ 96

If, after the payment of compensation, the insured recovered the lost items, he / she is obliged to:

- immediately return the compensation he/ she received for these items to PZU or relinquish the rights to these items for the benefit of PZU;
- return to PZU the amount corresponding to the value of the item on the date of recovery - in the event of recovering damaged or incomplete items.

§ 97

PZU pays out compensation or benefit based on the recognition of the claim, settlement or final court ruling.

ASSIGNMENT OF CLAIMS TO PZU

what claims is PZU entitled to

§ 98

- As of the date on which PZU pays the compensation, the insured's claims against the third party responsible for the loss are transferred by law to PZU up to the amount of the compensation paid. If PZU covered only part of the loss, the insured shall have priority over the rest of the claim over PZU's claims.
- The claims of the insured against persons with whom the insured stays in the same household are not transferred to PZU.
- If, without the consent of PZU, the insured waived the claim against the third party responsible for the claim or limited it, PZU may refuse to pay the compensation or reduce it. If the waiver or limitation of the claim is disclosed after PZU pays the indemnity, then PZU has the right to claim from the insured reimbursement of all or part of the paid indemnity.

CLAIMS, COMPLAINTS AND GRIEVANCES

-what other rights the policyholder, the insured, the beneficiary and person entitled under the insurance agreement have

§ 99

- Claims, complaints or grievances are submitted to each PZU customer service unit.
- Claims, complaints or grievances may be submitted:
 - in writing - in person or sent by post within the meaning of the Postal Law, for example by writing to the following address: PZU SA ul. Postępu 18A, 02-676 Warszawa (address only for correspondence purpose);
 - in writing - sent to the address for electronic delivery of PZU SA within the meaning of the Act on electronic delivery, starting from the date of entering this address into the database of electronic addresses;
 - orally - by phone, for example by calling the hotline number 801 102 102 or in person for the record during a visit to the unit referred to in sec. 1;
 - in electronic form - by sending an e-mail to the address reklamacje@pzu.pl or filling the form on www.pzu.pl.

the one specified in the submitted claim, to inform about it in writing:

- the person submitting the claim, and
 - the insured person, in the case of an insurance agreement concluded on someone else's behalf, if he/ she is not the person submitting the claim
- indicating the circumstances and the legal basis that justify the total or partial refusal to pay compensation or benefits and to instruct the person about the possibility of pursuing claims in court;
- to provide the policyholder, the insured, the claimant or the beneficiary under the insurance agreement with information and documents collected in order to determine PZU's liability or the amount of compensation or benefit. These persons may request written confirmation by PZU of the disclosed information, as well as the preparation, at their own expense, of photocopies of documents and confirmation of their compliance with the original by PZU;
 - to provide the persons referred to in point 4 with the information and documents referred to in point 4, upon their request, in electronic form;
 - at the request of the insured or entitled under the insurance agreement, to provide information related to the insurance accident, which is the basis
3. PZU examines the claim, complaint or grievance and replies to them without undue delay, but not later than within 30 days from the date of their receipt, subject to sec. 4.

- In particularly complicated cases that make it impossible to consider a claim, complaint or grievance and to provide a reply
 - within the time limit referred to in para. 3, PZU provides the person who submitted the claim, complaint or grievance with information in which:
 - explains the reason for the delay;
 - indicates the circumstances that must be established for the consideration of the case;
 - specifies the expected time for considering a claim, complaint or grievance and for providing a response, which may not exceed 60 days from the date of receipt of the claim, complaint or grievance.
- PZU's response to the claim, complaint or grievance will be delivered to the person who submitted it,
 - if the customer is a natural person - in writing, but the answer can be delivered by e-mail only at the customer's request;
 - if the client is an entity other than the one indicated in point 1 - in writing or by means of another durable medium.
- A natural person who has submitted a complaint has the right to submit a request to the Financial Ombudsman regarding:
 - failure to consider claims in the complaint examination procedure;
 - failure to perform the actions resulting from the complaint considered in accordance with the will of that person within the period specified in the response to this complaint.
- Claims, complaints and grievances are examined by organizational units of PZU which are competent with regard to the subject matter of the case.
- Complaints are regulated in the Act on Complaints Handling by Financial Market Entities and on the Financial Ombudsman, and in the Act on Insurance Distribution.
- PZU provides for out-of-court dispute resolution.
- The entity authorized to settle disputes out of court within the meaning of the Act on Out-of-court Settlement of Consumer Disputes, having jurisdiction over PZU, is the Financial Ombudsman whose website is available at the following address: www.rf.gov.pl.
- The Policyholder, the insured, beneficiary and entitled under the insurance agreement, who is a consumer, has the right to ask for help from Municipal and Poviast Consumer Ombudsmen.
- In the case of an insurance agreement concluded electronically, the consumer has the right to use an out-of-court dispute resolution method and submit a complaint via the platform of the online dispute resolution system (ODR Platform) in accordance with the Regulation of the European Parliament and of the Council No. 524/2013 of 21st May 2013 - address <http://ec.europa.eu/consumers/odr/>. The European Commission is responsible for the operation of the ODR Platform. The e-mail address for contacting PZU is as follows: reklamacje@pzu.pl.
- PZU is supervised by the Polish Financial Supervision Authority.

FINAL PROVISIONS

- what else is important

§ 100

- An action for claims resulting from the insurance agreement may be instituted

on the basis of general provisions, or at the court appropriate for the place of residence or business of the policyholder, the insured or the person entitled under the insurance agreement.

2. An action for claims resulting from the insurance agreement may be instituted on the basis of general provisions, or at the court appropriate for the place of residence of the heir of the policyholder or the heir of the person entitled under the insurance agreement.
3. In the case of claims arising from legal protection insurance, PZU and the insured may conclude an agreement to submit the dispute between them for resolution by an arbitration court.

**INFORMATION OF THE PERSONAL DATA CONTROLLER
FOR THE CLIENT**



	INFORMATION OF THE PERSONAL DATA CONTROLLER FOR THE POLICYHOLDER	INFORMATION OF THE PERSONAL DATA CONTROLLER FOR THE INSURED
CONTROLLER CONTACT DATA OF THE CONTROLLER AND DATA PROTECTION OFFICER	The personal data controller is PZU SA with registered office in Warsaw, al. Jana Pawła II 24, 00-133 Warszawa. Contact with the controller is possible via e-mail address kontakt@pzu.pl or in writing to the above-mentioned address of the controller's registered office. In all matters related to the protection of personal data, you can contact the Data Protection Officer appointed by the controller. Such contact is possible via e-mail address IODpzu@pzu.pl or in writing to the address of PZU SA, IOD, al. Jana Pawła II 24, 00-133 Warszawa.	
OBLIGATION TO PROVIDE DATA	<p>Providing personal data in connection with the concluded contract is necessary to conclude and perform the insurance agreement and to assess the insurance risk - without providing personal data, it is not possible to conclude an insurance agreement.</p> <p>Providing personal data for marketing purposes is voluntary.,</p>	
SCOPE AND SOURCE OF DATA		The controller has received your data from the policyholder in connection with your insurance coverage. Your data has been transferred to the controller in the scope of: identification data, address data.
PROCESSING THE DATA The controller may process your data for the purpose of:	<ul style="list-style-type: none"> conclusion and performance of the insurance agreement - the legal basis for processing is the necessity to conclude and perform the contract, insurance risk assessment in an automated manner as part of customer profiling before concluding a contract - the legal basis for processing is the necessity to fulfil the legal obligation incumbent on the controller resulting from the provisions on insurance and reinsurance activities, direct marketing of the controller's own products and services, including profiling to adjust the sent marketing content - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the controller's legitimate interest is to provide clients with information on insurance products and other financial products offered by PZU SA; in the event of consent to the processing of personal data for marketing purposes, in the event of not having insurance with PZU SA, i.e. in the event of failure to conclude an insurance agreement or after termination of the insurance agreement, this consent will be the legal basis for the processing of personal data; for marketing purposes, the provided contact details, contact details obtained in the future and data on the products owned will be used, possibly to pursue claims or defend against claims related to the concluded insurance agreement- the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the administrator is the possibility of pursuing claims and defence against claims resulting from the concluded insurance agreement, reinsurance of risks - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is to reduce the insurance risk related to the contract concluded, 	<ul style="list-style-type: none"> insurance risk assessment in an automated manner as part of customer profiling before concluding a contract - the legal basis for processing is the necessity to fulfil the legal obligation incumbent on the controller resulting from the provisions on insurance and reinsurance activities, direct marketing of the controller's own products and services, including profiling to adjust the sent marketing content - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the controller's legitimate interest is to provide clients with information on insurance products and other financial products offered by PZU SA; for marketing purposes, the provided contact details, contact details obtained in the future and data on the products owned will be used, possibly to pursue claims or defend against claims related to the concluded insurance agreement- the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the administrator is the possibility of pursuing claims and defence against claims resulting from the concluded insurance agreement, reinsurance of risks - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is reducing the insurance risk related to your insurance coverage, fulfilment of obligations regarding the storage of accounting evidence regarding insurance agreements by the controller- the legal basis for processing is the necessity to fulfil the legal obligation incumbent on the controller resulting from accounting regulations,

	<ul style="list-style-type: none"> fulfilment of obligations regarding the storage of accounting evidence regarding insurance agreements by the controller- the legal basis for processing is the necessity to fulfil the legal obligation incumbent on the controller resulting from accounting regulations, determining the amount of insurance premiums, reinsurance premiums and technical provisions for solvency purposes and technical provisions for accounting purposes - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is to determine premiums in the amount that ensures at least the performance of all obligations under the insurance agreements and coverage of the costs of carrying out the insurance activity of the insurance company, taking possible actions in connection with counteracting the payment of undue benefits or compensation - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is the ability to prevent the payment of undue benefits or compensation. <p>Decisions on the amount of the insurance premium will be made automatically, i.e. without human intervention, on the basis of your data necessary to assess the insurance risk by the insurer in relation to the subject of insurance. Decisions will be based on profiling, i.e. automatic assessment of the insurance risk of concluding an insurance agreement with you.</p> <p>Due to the automated decision-making regarding the amount of the insurance premium, you have the right to challenge this decision, the right to express your own position and request a re-examination of your case and make a decision by the employee.</p>	<ul style="list-style-type: none"> determining the amount of insurance premiums, reinsurance premiums and technical provisions for solvency purposes and technical provisions for accounting purposes - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is to determine premiums in the amount that ensures at least the performance of all obligations under the insurance agreements and coverage of the costs of carrying out the insurance activity of the insurance company, taking possible actions in connection with counteracting the payment of undue benefits or compensation - the legal basis for processing is the necessity to implement the legitimate interest of the controller; the legitimate interest of the controller is the ability to prevent the payment of undue benefits or compensation. <p>Decisions on the amount of the insurance premium will be made automatically, i.e. without human intervention, on the basis of your data necessary to assess the insurance risk by the insurer in relation to the subject of insurance. Decisions will be based on profiling, i.e. automatic assessment of the insurance risk of covering you with insurance cover.</p> <p>Due to the automated decision-making regarding the amount of the insurance premium, you have the right to challenge this decision, the right to express your own position and request a re-examination of your case and make a decision by the employee.</p>
PERIOD OF STORAGE OF THE DATA	<p>Your personal data will be stored until the claims under the insurance agreement are time-barred or until the obligation to store data resulting from legal provisions expires, in particular the obligation to store accounting documents regarding the insurance agreement, and until the right to process data for the purposes of determining on their basis, the amount of insurance premiums, reinsurance premiums and technical provisions for solvency purposes and technical provisions for accounting purposes.</p> <p>The controller will stop processing data used for direct marketing purposes, including profiling, if you object to the processing of your data for this purpose. To the extent that the basis for data processing is consent, your personal data will be processed until it is withdrawn.</p>	
TRANSMISSION OF DATA	<p>Your personal data may be made available to entities and bodies authorized to process such data on the basis of legal provisions. Your personal data may be made available to reinsurance companies and may also be transferred to other companies from the PZU Group, if you have consented to such transfer.</p> <p>Your personal data may be transferred to entities processing personal data on behalf of the controller: IT service providers, data processors for the purpose of debt collection, marketing agencies or insurance agents, where such entities process data on the basis of a contract with the controller and only in accordance with the controller's commands.</p> <p>Your personal data may be made available to entities in countries outside the European Economic Area in connection with the implementation of a motor or travel insurance agreement</p>	
YOUR RIGHTS	<p>You have the right to access your personal data and the right to request their rectification, removal or restriction of their processing. You have the right to transfer your personal data, i.e. to receive your personal data from the administrator, in a structured, commonly used and machine-readable format. You can send this data to another controller.</p> <p>To the extent that the basis for the processing of your personal data is the premise of the legitimate interest of the controller, you have the right to object to the processing of your personal data. In particular, you have the right to object to the processing of data for the purposes of direct marketing, including profiling.</p> <p>To the extent that the basis for the processing of your personal data is consent, you have the right to withdraw it. The consent may be revoked at any time at the branch or by sending an e-mail to the address kontakt@pzu.pl or a letter to address: PZU, ul. Postępu 18a, 02-676 Warszawa. Withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.</p> <p>In order to exercise the above rights, please contact the controller or the Data Protection Officer, using the above-mentioned contact details.</p> <p>You have the right to lodge a complaint with the supervisory authority. In Poland, such a supervisory authority is the President of the Personal Data Protection Office.</p>	

ADDITIONAL OR SEPARATE PROVISIONS OTHER THAN IN GTC



The general terms and conditions of PZU Dom insurance established by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/255/2021 of 14th September 2021 and provisions additional or separate from the GTC, that are described below, apply to the PZU Dom individual insurance agreement, hereinafter referred to as the "insurance agreement"

The parties agree, that:

1) in § 2:

a) point 44 shall read as follows:

„44) **the insured:**

- a) in real estate, movable property, glass objects against breakage insurance - a legal person or an organizational unit that is not a legal person on whose account the insurance has been concluded,
- b) in third party liability insurance - a natural person, legal person or an organizational unit that is not a legal person on whose account the insurance was concluded, c) in legal protection insurance - a natural person, a legal person or an organizational unit that is not a legal person on whose account the insurance was concluded and, in the case of a natural person, also relatives living with it in the same household,
- d) in the Health Assistant insurance- a natural person on whose account the insurance was concluded, named by name in the insurance agreement; the Health Assistant insurance may be concluded for the account of a maximum of 10 people,
- e) in the consequences of accidents insurance- a natural person on whose account the insurance was concluded, named by name in the insurance agreement,
- f) in the Home Assistance insurance - for services specified in § 70 sec. 5:
 - pos. 3, 8-9 in table - a natural person on whose account the insurance was concluded and his relatives staying with him / her in a shared household, as well as a natural person who owns an apartment indicated in the insurance agreement under the lease agreement, and his relatives actually living with him in the apartment,
 - pos. 1-2, 4-7 in table - a natural person, a legal person or an organizational unit that is not a legal person on whose account the insurance was concluded and, in the case of a natural person, also relatives staying with it in the same household, as well as a natural person who owns an apartment indicated in the insurance agreement on the basis of lease contracts and her relatives who actually live with her in the apartment, g) in the insurance for breaks in renting an apartment, and
 - in insurance for breaks in payments of the rent - a natural person, a legal person or an organizational unit that is not a legal person on whose account the insurance was concluded; ",

b) is completed with point 55 and 56, as follows:

- „55) **rent** - the amount specified in the lease agreement, including the rent due to the landlord, administrative rent and costs related to the use of the apartment: electricity, gas, water, waste disposal, payable by the tenant to the bank account indicated in the lease agreement;
- 56) **lease agreement** - a written contract in which the landlord undertakes to hand over the apartment to the tenant, for a fixed or indefinite period, in exchange for the rent, the contract must contain the following data: name, surname, address of both landlord and tenant.”;

2) § 55 shall read as follows:

§ 55

1. The subject of third party liability insurance is the liability of the insured who is:
 - 1) a natural person, when in connection with the performance of private life activities or owned property used to perform private life activities, as a result of a tort (civil liability in tort), he/ she is obliged to compensate for personal injury or material damage caused to a third

party, subject to sec. 2.;

- 2) a legal person or an organizational unit that is not a legal person, when in connection with the possession of an apartment indicated in the insurance agreement, as a result of a tort (civil liability in tort), it is obliged to compensate for personal injury or material damage caused to a third party.
- Private activities** are activities, that concern the private sphere, are not connected with professional activity and are unrelated to the performance of official duties, paid work or practical vocational training outside the school premises. Activities of private life do not include, in particular, the pursuit of a business or profession, or the exercise of functions in unions, associations, social or political organisations or housing communities.
2. The third party liability of the insured referred to in sec. 1 point 1, related to the possession of an apartment, applies only to the apartment indicated in the insurance agreement.
 3. The subject of third party liability insurance is also the liability of the insured's relatives being natural persons who stay with him / her in a common household, when in connection with the performance of private life activities or property used to perform private life activities as a result of a tort (civil liability in tort), they are obliged to repair personal injury or material damage caused to a third party, whereby the civil liability of these persons related to the possession of the apartment applies only to the apartment indicated in the insurance agreement.
 4. The subject of the third party liability insurance is also the liability of the domestic helper towards third parties for personal injury or property damage resulting from a tort (liability in tort) caused while performing the entrusted support works in the household carried out in the apartment, indicated in insurance agreement. A **domestic helper** is any person (for example, housekeeper, gardener, babysitter, person caring for a disabled person, person caring for a dog) who performs assigned household support work on the basis of an employment contract or a civil law contract

concluded with the insured, a household member or a natural person who owns an apartment indicated in the insurance agreement under the lease agreement.

5. The subject of third party liability insurance is also the liability of a natural person who owns an apartment indicated in the insurance agreement under a lease agreement, which is used to perform private life activities, when in connection with the possession of this apartment as a result of a tort (civil liability in tort), he/ she is obliged to repair personal injury or material damage caused to a third party.

6. Insurance covers also damage caused by gross negligence.

7. The insurance cover includes, in particular, liability in connection with:

- 1) water and sewage damage;
- 2) maintaining sidewalks by the property or recreational plot on which the property indicated in sec. 1 is located;
- 3) using household appliances, bicycles, personal transport devices, wheelchairs or prams (baby carriages). A personal transport device is a device
- 4) designed for the movement of pedestrians, powered by muscles or by an electric motor, the width of which when moving does not exceed 0.9 m (for example, a scooter, electric scooter);
- 5) owning pets;
- 6) amateur sports;
- 7) volunteering;
- 8) caring for children, people with disabilities and other people; using for recreational purposes remotely controlled (unmanned): vehicle models, watercraft models, flying models and drones weighing up to 5 kg;
- 9) short-term (up to 90 days) use of rooms with their equipment during tourist, business, integration or study trips.

8. PZU provides insurance coverage within the statutory liability of the insured, taking into account the provisions of the GTC.

9. The condition of PZU's liability is the occurrence of an insurance accident during the insurance period and submitting a claim in this respect before the expiry of the limitation period. An **insurance accident** is an act or omission of the insured, constituting a tortious act, as a result of which he/she caused damage covered by the insurance.

10. Unless otherwise agreed, insurance covers liability for damage caused by an insurance accident occurring in Poland.;"

3) § 56 sec. 2 point 2 subp. b shall read as follows:

„b) persons referred to in § 55 sections 1-5”;

4) § 58 sec. 1 is completed with point 20, as follows:

“20) arising in connection with the possession of: a house, a garage, a non-residential building under construction, a structure, a specialist object or a tombstone.”;

5) § 62 sec. 1 shall read as follows:

„1. The subject of legal protection insurance is the coverage or reimbursement of necessary and legally justified costs of legal protection in order to protect the legal interests of the insured who is:

- 1) a natural person, related to the performance of private life activities to the extent specified in the Super Legal Protection variant;
- 2) a legal person or an organizational unit that is not a legal person, related to the possession of an apartment indicated in the insurance agreement to the extent specified in the Legal protection variant for legal persons and organizational units that are not a legal person.

The costs are necessary and legally justified if the protection of the legal interests of the natural person indicated in the policy as the insured person and the household member or the pursuit of claims are permissible in the light of applicable law. Private activities are activities, that concern the private sphere, are not connected with professional activity and are unrelated to the performance of official duties, paid work or practical vocational training outside the school premises, unless they relate to activities in the field of labour law or social security. Activities of private life do not include, in particular, the pursuit of a business or profession, or the exercise of functions in unions, associations, social or political organisations or housing communities.”;

6) § 63 sec. 3 shall read as follows:

„3. Legal protection insurance can be concluded in one of the following insurance scopes: in the Super Legal Protection variant or in the Legal

protection for legal persons and organizational units that are not a legal person variant.”;

7) after § 63 § 63a is added, and it shall read as follows:

§ 63a

Subject to § 66, the subject of the Legal Protection insurance for legal persons and organizational units that are not a legal person covers the costs incurred in connection with the protection of the insured's legal interests related to the possession, use, commissioning, renting, leasing, lending an apartment indicated in the insurance agreement.”;

8) after § 63a § 63b is added, and it shall read as follows:

§ 63b

1. The scope of the Legal Protection insurance for legal persons and organizational units that are not legal persons covers the following costs of legal protection:

- 1) specified in § 65 remuneration costs of one attorney or legal advisor appointed by the insured;
- 2) costs of legal opinions;
- 3) court costs in civil and criminal cases and costs of proceedings before administrative courts;
- 4) costs of administrative proceeding;
- 5) costs awarded by a legally valid court judgment from the insured to the opposing party;
- 6) costs of enforcement proceedings if the insured is the creditor;
- 7) costs of arbitration proceedings;
- 8) costs of out-of-court mediation, if conducted with the consent of PZU, and costs of court mediation;
- 9) the costs of the bail, taking into account § 63 sec. 5 and 6
- 10) costs of providing legal information relating to up to not more than 10 insurance accidents.

Legal information is:

- 1) sending templates of contracts or letters that belong to general legal circulation;
 - 2) sending the texts of binding or archival legal acts;
 - 3) providing information on the applicable court procedures and the costs of conducting court proceedings;
 - 4) providing information on legal provisions, jurisprudence, doctrine views - in the scope of the reported legal problem.”;
- 9) in § 70 sec. 4 shall read as follows:
- „4. The Home Assistance insurance may be concluded in one of the following insurance scopes: in the Super Plus variant, or in the Comfort variant.”;

10) after Chapter 10, Chapter 10a, 10b and 10c is added, and it shall read as follows:

„CHAPTER 10A BREAKS IN RENTING INSURANCE

SUBJECT AND SCOPE OF INSURANCE

§ 89a

1. The subject of insurance is the risk of a break in renting the apartment indicated in the insurance agreement, if this break in the rental is a normal consequence of the occurrence during the insurance period of: fortuitous event, power surge, vandalism, rescue operation carried out in connection with the above event, power surge, vandalism, as a result of which the apartment has been destroyed or damaged to the extent that it is impossible for the tenant to continue living in this apartment. An insurance accident is the cessation of renting the above-mentioned apartment in the circumstances indicated in the preceding sentence if the cessation of renting occurred during the insurance period.
2. PZU is responsible for the loss of the rent caused by the break in renting referred to in sec. 1, for the period from the commencement of this break in renting the apartment to the date of restoring the apartment to a condition that allows to continue living in it, up to the amount of the sum insured referred to in § 89b, subject to sec. 3-5.
3. The day of the commencement of the break in renting referred to in sec. 1, shall be the date of the actual termination of the tenant's living in the apartment.
4. The day when the apartment is restored to a condition that allows to

continue to live in it, is considered to be the day on which the painting, wallpaper, parquet or tiling works will be completed, water, sewage and central heating will be operating, and a gas or electric cooker will be connected.

5. The period of the break in renting for which PZU is liable, defined for one break in renting, may not be longer than 3 consecutive months - regardless of how long the break in the rental actually lasted.

SUM INSURED

§ 89b

1. The sum insured is the equivalent of the 3-month rent specified in the lease agreement concluded by the insured and the tenant, but not more than 10,000 PLN, and is determined for all breaks in renting referred to in § 89a sec. 1 which started during the insurance period.
2. The deductible of the insured is set at 10% of the compensation.

CHAPTER 10B

BREAKS OF PAYMENTS OF THE RENT INSURANCE SUBJECT AND SCOPE OF INSURANCE

§ 89c

1. The subject of the insurance is the risk of a break in the payment of the rent during the insurance period under the lease agreement concluded by the insured and the tenant regarding the apartment indicated in the insurance agreement. An insurance accident is the cessation of payment of the rent, which is understood as the expiry of the last day for the payment of the rent provided for in the lease agreement concluded by the insured with the tenant.
2. PZU's liability covers the break in paying the rent resulting from the insurance accident, from the date of the break commencement until the break end and up to the amount of the sum insured referred to in § 89d, subject to section 3-6.
3. PZU is responsible for the loss of the rent caused by the break in paying the rent, referred to in section 1, if the delay in paying the rent is at least 30 days, for the period from the date of commencement of the interruption in paying the rent by the current tenant until the end of the interruption in paying the rent, up to the amount of the sum insured referred to in § 89d, subject to paragraph 4-6.
4. The day of the commencement of the break paying rent referred to in sec. 1, shall be the first day of the month, for which the tenant did not pay the rent.
5. The final day of the break in paying rent referred to in sec. 1, shall be the first day of the month for which the rent was paid by the current or new tenant.
6. The period of break in paying the rent for which PZU is liable cannot be shorter than a month and cannot be longer than 3 months.

SUM INSURED

§ 89d

1. The sum insured is the equivalent of the 3-month rent specified in the lease agreement concluded by the insured and the tenant, but not more than PLN 10,000.
2. The deductible of the insured is set at 10% of the compensation.

CHAPTER 10C

EXCLUSIONS OF LIABILITY IN BREAKS IN RENTING, BRAKES IN PAYING RENT INSURANCE

- what is PZU not liable for

§ 89e

1. PZU is not liable for losses occurred:
 - 1) through deliberate act or as a result of gross negligence of the insured, unless in the event of gross negligence the payment of compensation in the given circumstances corresponds to the considerations of equity.
 - 2) which the person with whom the insured person stays in the same household has done deliberately.
 - 3) as result of acts of terrorism;
 - 4) as a result of war, internal riots, or sabotage.
 - 5) as result of the effects of nuclear energy or radioactive contamination;
 - 6) caused by the insured, a relative of the insured remaining with the insured in a joint household, under the influence of intoxicants, psychotropic

substances, new psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, unless this did not have an impact on the occurrence of the insurance accident. The fact of being intoxicated or under the influence of intoxicants, psychotropic substances, new psychoactive substances or substitutes within the meaning of the provisions on counteracting drug addiction, shall be assessed in accordance with the provisions of law in force on the date of the insurance accident.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT - what should be done if the accident happens

§ 89f

1. In breaks in renting, brakes in paying rent insurance the policyholder

or the insured is obliged to notify PZU immediately about the occurrence of the insurance accident, but not later than within 7 days from the date of its occurrence.

2. In the event of a breach of obligation referred to in sec. 1 intentionally or as a result of gross negligence, PZU may reduce the compensation accordingly, if the breach contributed to an increase in the loss or made it impossible for PZU to determine the circumstances and consequences of the accident.
3. The effects of failure to notify PZU about the insurance accident will not take place if PZU received information about the circumstances that should have been communicated to it within the period referred to in sec.1.

§ 89g

1. In the insurance of a break in renting, the policyholder or the insured is obliged to present evidence confirming the occurrence of the insurance accident, including that the apartment has been destroyed or damaged to the extent that it is impossible for the tenant to continue living in the apartment.
2. In the insurance of a break in paying rent, the policyholder or the insured is obliged to present evidence confirming the occurrence of an insurance accident, including evidence of the policyholder or the insured's action towards the tenant aimed at paying the rent (e.g. reminders sent to the tenant).
3. In addition, in the insurance of a break in renting an apartment and in insurance of a break in paying rent, the Policyholder or the Insured is obliged to provide PZU with evidence other than those mentioned in section 1 and 2 necessary to establish the legitimacy of the claim and the amount of the benefit.

§ 89 h

1. In breaks in payments of the rent insurance, if, after the payment of compensation, the insured received the overdue rent for which the compensation was paid, he is obliged to return the paid compensation to PZU immediately.
2. In breaks in payments of the rent insurance, if, after the payment of the compensation, the insured recovered the lost rent, he / she is obliged to immediately return to PZU the compensation paid under this insurance.

11) in § 90:

- a) sec. 7 shall read as follows:
„7. The conclusion of the insurance agreement via the Internet takes place upon the payment of the insurance premium or its first

instalment within the time limit for its payment referred to in § 93 sec. 5. „;

- b) sec 11 i 12 is added, and it shall read as follows:
„11. Coverage with insurance in the scope of movable property insurance, Home Assistance, legal protection, breaks in renting an apartment and breaks in paying the rent may only take place if the insurance agreement covers all these types of insurance.
12. Coverage with insurance in the scope of movable property insurance, glass objects against breakage and third party liability, may only take place if the insurance agreement covers all the types of insurance indicated in sec. 11. „;
- 12) in § 91 sec. 4 point 12 shall read as follows:
"12) in the real estate, movable property, glass objects against breakage insurance, Home Assistance, legal protection, third party liability insurance, breaks in renting a flat and breaks in paying rent - upon the expiry of insurance cover in the scope of any of these types of insurance;"
- 13) in § 93 sec. 1 shall read as follows:
„1. The insurance premium for the 12-month insurance period is determined according to the tariff in force on the date of concluding the insurance agreement and is specified in the insurance agreement.“;
- 14) without prejudice to the remaining provisions of the insurance agreement, unchanged by this clause, the parties decided, that
 - a) the scope of the third party liability insurance of the insured, referred to in § 46 sec. 1 of the GTC is extended for damages caused to the tenant in connection with non-performance or improper performance of the apartment lease agreement indicated in the insurance agreement,
 - b) the scope of the third party liability insurance of the insured, referred to in § 47 of the GTC is extended for damages caused to the tenant of the apartment indicated in the insurance agreement,
 - c) PZU is also not liable for losses, if:
 - renting an apartment serves purposes other than satisfying the tenant's housing needs,
 - the apartment lease agreement has not been concluded in writing,
 - d) PZU is liable for the damages referred to in letters a and b, up to the amount of the guarantee sum specified in the insurance agreement.