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Insurance product information document

Insurer: TUIR "WARTA" S.A.

Product: WARTA EKSTRABIZNES PLUS
(Section II, Groups: 1, 2, 7, 8, 9, 13, 16, 18)

This document contains key product information. Full product information is provided prior to the conclusion of the insurance contract and can be found in the WARTA EKSTRABIZNES PLUS General Terms and Conditions of Insurance, symbol C7905 (referred to as the GTC). The above GTC are effective as of 22 June 2025.

What type of insurance is it?

WARTA EKSTRABIZNES PLUS is the most comprehensive package insurance in terms of the protection offered, designed for companies in the small and medium-sized business sector.

The entrepreneur is given the opportunity to tailor the insurance coverage by choosing from: four types of property, personal accident and third party liability insurance. The insurance can be further extended by including 12 clauses for property insurance and 12 clauses for third party liability insurance. The package is also open to insuring a property belonging to an individual, a company renting it out and third party liability for the rental. The basic sums insured, limits and how they are determined are indicated in the GTC.



What does the insurance cover?

✓ property i.e.:

- buildings, structures, premises
- machinery, plant, equipment, investment outlays, working assets, employee property
- monetary values
- stationary and portable electronic equipment
- data and data carriers

against damage, destruction or loss to the extent selected, e.g.:

- against all risks Article 15, Article 17 of the GTC or against burglary, robbery Article 19

with an option to include clauses and risks in property insurance:

- extending the scope (No. 1M; 4M–9M)
- concerning costs and losses subsequent to losses to property (insurance against downtime and clause No. 3M)
- covering additional property (No. 11M–14M)

✓ property in transport against all risks as specified in Article 23 of the of the GTC

✓ third party liability (OC) against bodily injury and property loss caused to third parties (Articles 32 – 35 of the GTC) in connection with:

- performance of the activity specified in the insurance contract
- possession of property
- marketing the Product
- provision of services

with an option to include additional clauses (from 1 OC to 14 OC)

✓ consequences of personal accidents pursuant to Articles 39, 41, 42 of the GTC

✓ assistance, where a property insurance contract is concluded, pursuant to Article 15, Article 19 or a personal accident insurance



What is excluded from the coverage?

- ✗ property and third party liability to the extent that it should be covered under the compulsory insurance and the activities listed in Appendix 1 to the GTC
- ✗ the property excluded from the protection by the of the GTC in Article 18 and the scope in line with Article 20, Article 22, Article 24 of the GTC.
- ✗ where coverage is extended based on the 1M–14M clauses, with the application of the exclusions linked individually to the clauses
- ✗ company downtime costs in line with Article 26.
- ✗ services, performance, costs, the scope excluded from the assistance insurance pursuant to Article 47 of the GTC
- ✗ with regard to third party liability – exclusions as per Article 36
- ✗ where coverage is extended based on the clauses 1 OC–14 OC, with the application of the exclusions assigned individually to the clauses
- ✗ with respect to personal accident insurance – exclusions under Article 43 of the GTC
- ✗ subjects, scope and arrangements different from the GTC and not confirmed in the policy



What are the limitations of the insurance coverage?

- ! general, as per Article 6, and in particular losses to property caused by flooding that occurred within 30 days of the conclusion of the contract, and those relating to wilful misconduct
- ! events of a slow and prolonged nature, in particular those caused by any thermal or biological agents: mould, lichen, fungi, insects, gases, vapours, moisture, smoke, soot, dust, as well as viruses and bacteria
- ! due to the exhaustion of the sum insured, the sum assured or the liability limit and below the deductible amount
- ! limits and arrangements not confirmed in the policy and which differ from the GTC.

Other limitations and exclusions of liability are specified in:

Article 3(8); Article 6; Article 7(2) and (5); Article 8(4–5); Article 9(12), Article 10(1–3), (5–7); Article 18; Article 20, Article 22; Article 24; Article 26; Article 36; Article 43; Article 47; Appendix 2 Article 3(5), Article 4(5), Article 5(3); Appendix 3 Article 2(6)(a) and (b), point 9(a) and (b), point 10(a) and (b); Appendix 5 clause 1M – paragraphs 4 and 7, clause 3M – paragraph 4, clause 4M – paragraph 2, clause 6M – paragraphs 4–5, clause 7M – paragraph 2, clause 8M – paragraphs 4 and 6, clause 9M – paragraph 3, clause 11M – paragraph 3, clause 12M – paragraphs 3 and 4, clause 13M – paragraphs 3–4, clause 14M – paragraphs 6 and 10; Appendix 6 clause 10C – paragraph 2, clause 20C – paragraph 2, clause 30C – paragraphs 4–5, clause 40C – paragraphs 2–3, clause 6 OC – paragraph 3, paragraph 4(2), paragraph 5, clause 7 OC – paragraph 4; clause 11A OC – paragraphs 5 and 8, clause 12 OC – paragraphs 4–5, clause 13 OC – paragraphs 2 and 4, clause 13 OC – paragraphs 2–3, clause 14 OC – paragraphs 2–3



What is the insurance coverage area?

- ✓ locations specified in the insurance contract, within the territory of Poland
- ✓ on the territory of Poland – the location to which the property has been transferred due to its direct exposure to loss and the route of its transport; property/monetary values in transport insurance; employee property (places where work is done for the company); in the case of personal accident insurance, depending on the choice made on the application, the insurance may only cover the workplace and the way to and from work, or may be extended to cover activities in private life; in respect of data and data carriers – also in external archives on the territory of Poland
- ✓ within the European Union, including Switzerland, Norway, Iceland, the United Kingdom and Liechtenstein – basic territorial coverage for electronic equipment insurance, data and data carriers insurance, third party liability insurance
- ✓ worldwide – optional territorial coverage for portable electronic equipment insurance, optional extension of the territorial coverage under third party liability insurance



What are the obligations of the Insured?

- to pay the insurance premium (provided the Insured is the party concluding the insurance contract)
- to disclose all known circumstances regarding the risk in line with Article 3 of the GTC
- to ensure that the property is properly secured in line with Article 30 of the GTC and Article 7 of the GTC
- to report promptly any changes in circumstances affecting the occurrence of an insurance event
- in the case of a claim, to proceed in line with the provisions of Article 8 of the GTC, in particular:
 - to use the measures available to them to rescue the subject of insurance and to prevent or reduce the size of the loss;
 - to notify Warta of the event promptly (to provide information on the nature and extent of the loss), no later than 2 working days after the event occurred or they became aware of it
 - to inform the police promptly of any loss that may have occurred as a result of a criminal offence or an accident involving a means of transport
 - in the case of a claim by a third party, to refrain taking any action to satisfy the injured party, to recognise their claims or to conclude a settlement with them until after obtaining Warta's written consent (Article 8 of the GTC)



How and when to pay the premium?

- the premium can be paid in cash, by bank transfer or by credit card
- the premium is payable in one full amount, 2, 3 or 4 instalments
- the payment dates of premiums and instalments and their amounts are set out in the insurance contract



When does the insurance coverage start and end?

- the insurance coverage starts on the day indicated in the policy
- the insurance coverage ends on the date indicated in the policy, unless the insurance relationship has expired before that date as a result of:
 - withdrawal from the contract (as described in the section below)
 - termination of the insurance coverage pursuant to the provisions of Article 5(4) of the GTC (termination of the contract by Warta if no premium/premium instalment has been paid) or Article 3(9) of the GTC (material change in the likelihood of an event)
 - exhaustion of the sum insured or the sum assured as a result of disbursement of damages
 - the disposal of the insured object, unless Warta agrees to the transfer of the rights under the policy to the buyer and the buyer assumes the seller's obligations
 - foreclosure of the subject of insurance in the course of enforcement proceedings
 - termination of business activity by the Insured in third party liability insurance
 - expiry of the 30-day notice period for personal accident insurance

Other cases of termination of insurance coverage are indicated in Article 12 of the of the GTC.



How to terminate the contract?

A party may withdraw from the contract by written notice within 30 days, or, in the case of an entrepreneur, within 7 days from concluding the contract. If latest at the conclusion of the contract, the insurer fails to inform the Policyholder who is a consumer, of the right to withdraw from the contract, the period of 30 days shall run from the day of which the Policyholder who is a consumer was informed about this right.

GENERAL TERMS AND CONDITIONS OF THE WARTA EKSTRABIZNES PLUS INSURANCE

Information on the provisions of the general terms and conditions of insurance referred to in
Article 17 of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

TYPE OF INFORMATION

EDITORIAL UNIT NUMBER IN THE GENERAL TERMS AND CONDITIONS OF INSURANCE (GTC)

The premises underlying disbursement
of damages and other benefits or the
amount of insurance redemption

Article 15; Article 16; Article 17; Article 19; Article 21; Article 23;
Article 25; Articles 32–34; Article 39;
Article 41-42; Article 44(1)-(3); Article 45-46;
Appendix 2 Article 1(1), Article 2, Article 3, Article 4(1-4),
Article 5(1)-(2), Article 6
Appendix 3 Article 1, Article 2; Appendix 4 Article 1, Article 2,
Article 3(1); Appendix 5 cl. 1M – paragraphs 1-3, clause 3M –
paragraphs 1-3, clause 4M – paragraphs 1, clause 5M paragraph
1, clause 6M – paragraph 1, clause 7M – paragraph 1, clause 8M
– paragraphs 1-3, clause 9M – paragraph 1, clause 11M –
paragraphs 1-2, clause 12M – paragraphs 1-2, clause 13M –
paragraphs 1-2, clause 14M(1) to (5); Appendix 6 cl. 1 OC –
paragraph 1, clause 2 OC – paragraph 1, clause 3 OC –
paragraph 1, clause 4 OC – paragraph 1, clause 5 OC –
paragraphs 1-2, clause 6 OC – paragraph 1, paragraph 4(1),
clause 7 OC – paragraphs 1–2,
clause 9 OC, clause 11A OC – paragraphs 1-4, clause 12 OC –
paragraphs 1-2, clause 13 OC – paragraph 1, clause 14 OC –
paragraph 1

Limitations and exclusions of an
insurance company's liability entitling
it to refuse to disburse damages and
other benefits or to reduce them

Article 3(8); Article 6; Article 7(2) and (5); Article 8(4-5); Article
9(12);
Article 10 (1-3), (5-7); Article 18; Article 20; Article 22; Article 24;
Article 26; Article 36;
Article 43; Article 47;
Appendix 2 Article 3(5), Article 4(5), Article 5(3); Appendix 3
Article 2(6)(a) and (b), (9)(a) and (b), (10)(a) and (b);
Appendix 5 clause 1M – paragraph 4 and 7, clause 3M –
paragraph 4, clause 4M – paragraph 2, clause 6M – paragraphs
4-5, clause 7M – paragraph 2, clause 8M – paragraphs 4 and 6,
clause 9M – paragraph 3, clause 11M – paragraph 3, clause 12M
– paragraphs 3 and 4, clause 13M – paragraphs 3-4, clause 14M
– paragraphs 6 and 10, clause
Appendix 6 clause 1 OC – paragraph 2, clause 2 OC – paragraph
2, clause 3 OC – paragraph 4-5, clause 4 OC – paragraphs 2-3,
clause 6O C – paragraph 3, paragraph 4(2), paragraph 5, clause
7 OC – paragraph 4, clause 11A OC – paragraphs 5 and 8,
clause 12 OC – paragraphs 4-5, clause 13 OC – paragraphs 2
and 3, clause. 14 OC – paragraphs 2–3

SECTION I COMMON PROVISIONS

Introduction Article 1

- These General Terms and Conditions of Insurance (hereinafter the "GTC") shall apply to insurance contracts concluded by Towarzystwo Ubezpieczeń i Reasekuracji WARTA Spółka Akcyjna (hereinafter: "WARTA") with:
 - an entrepreneur (a natural person, a legal person or an organisational unit that is not a legal person but to which the law confers legal capacity, conducting a business activity in their own name),
 - a natural person, not engaged in a business activity, who owns a **building, structure or premises** which are intended to be let or leased to third parties, in part or in whole, for residential or business purposes.
- The choice of insurance coverage (including of the optional additional clauses) is made by the **Policyholder** in the insurance application and confirmed by WARTA in the **policy**.
- The insurance contract may be concluded for the account of a third party (for the account of the **Insured**).

Definitions Article 2

The terms used in these GTC shall have the following meaning:

- Alarm** – a burglar alarm system signalling an intrusion to the place of insurance, including alarm with monitoring.
- Alarm with monitoring** – a burglar alarm system that triggers an alarm, ensuring the arrival of an intervention team under a valid contract with a property protection agency.
- Electrical failure** – malfunctions of the electric current, in particular:
 - voltage drop or power failure,
 - short circuit,
 - overcurrent,
 - a missing phase,
 - incorrect current parameters.
- Mechanical failure**:
 - operating errors, misuse, carelessness, negligence,
 - design and construction errors, incorrect assembly, use of faulty materials,
 - entry of foreign bodies,
 - no water in boilers,
 - rupture due to centrifugal force.
- Structure** – a civil engineering structure other than a building, permanently attached to the ground, together with installations and equipment which constitute a technical and functional whole (e.g. fences, gates, wickets, canopies, sheds, arbours, rubbish rooms, parking areas, rubbish yards, roads, pavements and lighting of the property, if located at the place of insurance). As part of structures, the insurance covers small architectural objects, as defined in the building law.
- Building** – a civil engineering structure:
 - with an occupancy permit, permanently connected to the ground, separated from the surroundings by means of dividing structures, having a foundation and a roof (other than a tarpaulin or pneumatic roof) together with built-in installations, technical equipment and fixed finishing elements, constituting a technical and functional whole.
 - temporary building facility** as indicated in point 68.
- Building under construction** – a civil engineering structure (**building, structure, premises**) in which:
 - the investor is an entrepreneur,
 - there is no business activity,that is being constructed (the execution phase from the time of laying the foundations in line with the design, erection, fitting of installations, technical equipment and fixed finishing elements) until the legally required occupancy permit and final acceptance.
- Pure financial loss** – damage that is not **personal injury or property loss**.
- Rain** – atmospheric precipitation in the form of water droplets.
- Vandalism** – deliberate destruction of or damage to property by **third parties**.
- Minor construction, repair or installation work** – in property insurance, activities that:
 - do not require approval (building/assembly permit) in line with the applicable law,
 - do not affect the load-bearing structure of the building or the roof structure,
 - are carried out in line with the applicable law, in particular instructions applicable to work with fire exposure,
 - are carried out by appropriately-qualified individuals, if required.
- Smoke and soot** – the suspension of particles in a gas as a direct result of combustion.
- Force exerted by snow or ice load** – the force of snow or ice load on the insured property, including the indirect effects of a neighbouring property falling on the insured property caused by snow or ice load.
- Hostilities** – the inclusion of a country's territory or part of it in armed hostilities resulting from a country's armed conflict with other states or civil war.
- Deductible** – the amount or percentage specified in the GTC which reduces the amount of damages calculated in line with the provisions of the GTC.
- Hail** – atmospheric precipitation consisting of lumps of ice.
- Supersonic bang** – an impact sound wave caused by an aircraft when exceeding the speed of sound.
- Construction disaster** – unintentional, unforeseen, violent destruction of a building or structure or part thereof as a result of a sudden, spontaneous loss of strength of its structural elements.
- Burglary resistance class** – a classification adopted in the applicable Polish Standard for the resistance of equipment to burglary, confirmed by an attestation or certificate issued by an authorised entity.
- Escort** – a person licensed as a physical security officer who protects the transport of monetary values, equipped with firearms, personal protective equipment and means of communication.
- Legal assistance costs** – all necessary costs in connection with claims for damages, including costs of court proceedings (including arbitration or mediation proceedings) incurred to establish the liability of the **Insured** or the amount of **loss**, conducted in agreement and with consent of WARTA, in particular the remuneration of lawyers and legal advisers, fees of experts and witnesses, court costs.
- Burglary** – actual or attempted theft of a property for the purpose of appropriation from a place of insurance, secured in line with the provisions on minimum security requirements set out in the GTC (including closed transport vehicles in respect of cargo in transport):
 - after removing, with force or tools, the installed security devices or after opening the security devices with an original, counterfeit or matched key or code carrier, which the perpetrator has obtained by means of entering and stealing from other premises or by robbery; or
 - where the perpetrator hid before it was closed, provided that they left traces there which can be used as evidence of their hiding.
- Avalanche** – a mass of snow, ice or stones falling rapidly down the side of a mountain.
- Premises** – a self-contained part of a **building**, separated by permanent walls or dividing structures, together with built-in installations, technical equipment and fixed finishing elements.
- Machinery, plant and equipment** – tangible, movable assets used in the course of business (including **electronic equipment, construction equipment, low-values assets**) not constituting elements of **buildings and structures** and not being **working assets** or **investment outlays**.
- Working assets** – **third party property and/or working assets**.
- Third-party property** – property (excluding **buildings, structures, premises** and **monetary values**) not owned by the **Insured**, transferred to the **Insured** for the purpose of providing a service or sale.
- Employee property** – in property insurance, the personal property of the **Insured's** employees which is at the place of work, excluding monetary values and motor vehicles.
- Investment outlays** – costs of renovation, interior decoration or adaptation work incurred to adapt a building/premises to the type of a business activity conducted or to raise its standard, and – for the purposes of **burglary and robbery** insurance – also built-in installations, technical equipment and fixed finishing elements inside the civil engineering structure.
- Low-value assets** – non-recorded assets of the **Insured** which, in line with the applicable law, may be expensed as operating costs on a one-off basis.
- Personal accident** – a sudden event caused by an external cause and occurring during the insurance period, as a result of which the **Insured**, irrespective of their will, suffered bodily injury, disorder of health or died.
- Timber-framed building** – a civil engineering structure in the form of a **building** (including the **premises** therein), a **structure** which has one or more of the following:
 - a load-bearing structure (excluding the roof and ceiling structure) of wood in whole or in part,
 - external walls made of wood,
 - roof covering made of combustible materials (wood shingles, thatch).
- Product liability or liability for losses arising after the execution of work or services** – in third party liability insurance, liability for **bodily injury or property loss** caused by a faulty product or the supply by the **Insured** of a **product** other than that agreed, including caused by incorrect advice on the use of the **product** supplied, as well as liability for losses caused by faulty performance of work or services provided to the recipient.
- Close relative** – a spouse, cohabiting partner, partner in law, ascendant, descendant, brother, sister, nephew, niece, stepfather, stepmother, stepson, stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, sister-in-law, adopted person, adopting person, guardians acting as parents, person under the care or foster care of a foster family within the meaning of family and guardianship law;
- Third party** – any entity that is not the **Policyholder** or the **Insured**.
- Persons associated with sports** – persons employed by clubs, sports associations, who do not practise sport as a profession, but are associated with sports as part of their professional duties, i.e. coaches, physical education teachers, instructors, persons licensed to conduct physical education and sports classes, referees, organisers and operators of sporting events, administrative employees of associations, societies and sports clubs.
- Frost damage** –
 - losses** to the insured:
 - a) water, sewage, process, sprinkler, air conditioning or heating equipment and installations,
 - b) sanitary appliances and fittings (including water meters),
 - c) boiler tanks,due to the freezing of the water or other liquid they contain,
 - losses** caused by **flooding** as a consequence of the aforementioned freezing.
- First risk** – in property insurance, the determination of the sum insured at an amount corresponding to the amount of the anticipated maximum **loss** that may arise from the occurrence of one **fortuitous event**, regardless of the actual total value of the insured property to be covered.
- Subcontractor** – an entrepreneur to whom the **Insured** has entrusted the performance of certain activities, works or services within the scope of the business carried out by the **Insured**, as specified in the contract between them.
- Security container** – a container made of a metal alloy used to protect its contents from burglary.
- Policy** – a document issued by WARTA confirming the conclusion of the insurance contract.
- Flooding** – the inundation of land following:
 - rise in the levels of flowing waters or bodies of standing water (including following a rise in the level of coastal sea waters as a result of a storm), or
 - water run-off over slopes or hillsides.
- Fire** – the impact of a fire that has penetrated beyond the hearth or originated without a hearth and may have spread by its own force.
- employee** – a natural person employed by the **Insured** on the basis of an employment contract, appointment, election, nomination or co-operative employment contract, or on the basis of a contract of mandate or a contract similar to a mandate, in particular a contract for the provision of services, a managerial contract, a volunteer contract, a traineeship contract and a contract for specific work. A natural person carrying on a business exclusively for the **Insured** insofar as they are subject to the direction and guidance of the **Insured** and a natural person employed by a temporary employment agency as a temporary employee exclusively for the purpose of carrying out temporary work for and under the direction of the **Insured** who is the user employer shall also be deemed to be an employee. With regard to personal accident insurance, an employer, as defined in the Polish Labour Code, and the **Insured** under the insurance contract shall also be treated as an **employee**.
- Product** – in third-party liability insurance – a movable object, even if combined with another object, as well as animals and energy, which at the time of **loss** was not in the possession of the **Insured**, however, real estate shall not be regarded as a **product**.
- Orthopaedic appliances and medical aids** – medical devices specified in the appendix to the Regulation of the Minister of Health on the list of medical devices issued on request, valid on the date of the insurance event.
- Overvoltage** – a sudden increase in voltage in an electrical or electronic network exceeding the maximum permissible values specified by the manufacturer for the device concerned, including that associated with a **lightning strike**.
- Robbery** – actual or attempted taking of a property for the purpose of appropriation, carried out with the use of physical violence or threat of physical violence against the **Insured**, their **employees** or persons to whom the **Insured** entrusted the custody of the insured property, or by putting such persons in a state of unconsciousness or defencelessness.
- Recreational sporting activity** – physical activity carried out in free time, including sporting activities undertaken as part of team-building and training trips organised by the employer. Recreational sporting activities are not practice for the purpose of maximum excitement, achieving sporting results or for profit, and do not include **high-risk sports** or **competitive sporting activities**.
- Insured's representative** – **Insured** persons who are natural persons, including sole traders, members of the management board or other management or supervisory bodies of the Insured, proxies, partners in companies without legal personality (except for limited partners in a limited partnership and shareholders in a limited joint-stock partnership), and in the case of housing communities – members of the management board or persons authorised to represent the community.
- High-risk sports** – motor sports or motorboating, aviation, parachuting, ballooning, hang gliding, paragliding, motorised paragliding, gliding and other air sports, mountain climbing with or without specialised equipment or safety measures (bouldering), high-altitude climbing and ice climbing, abseiling (rope descent), bungee jumping, rafting, combat sports, ski jumping, off-piste skiing, water skiing, diving, horse riding (except for recreational or therapeutic riding), scuba diving at depths exceeding 30 m, kitesurfing, ocean sailing; this category does not include combat sports and horse riding practised by children who are under 15 years of age on the date of conclusion of the insurance contract.
- Permanent health impairment** – impairment of the function of a damaged organ or system resulting in permanent dysfunction.
- State of emergency** – the introduction, by way of a decision of national authorities, of a heightened military alert across the country or in certain areas of a country, in connection with the threat of armed conflict, civil unrest, riots, disasters, epidemics.
- Construction equipment** – a machine or device used to perform **construction services** or operate them, which is not **electronic equipment**; this group includes, inter alia: earth-moving machinery, soil compaction machinery, road construction machinery, aggregate-processing machinery, machinery for the production and transport of concrete mix, reinforcing machinery, conveyors, conveyor loaders, cranes, concrete milling machines, plastering machinery, painting

- equipment, flooring equipment, floor trowels, installation equipment, mechanical tools, impact hammers, power generators, compressor units, heating units, welders and welding machines, stands, formwork, light poles.
55. **Electronic equipment** – a device that contains electronic components (integrated circuits, transistors and other semiconductor elements not subject to mechanical wear) designed to process and visualise data, control and steer processes, take measurements, signal device states (e.g. electronic office equipment, telecommunications equipment, electromedical equipment, printing equipment, cash registers, surveying equipment).
 56. **Portable electronic equipment** – means **electronic equipment**:
 - 1) in the form of a laptop (notebook), mobile phone, digital camera with lenses, or
 - 2) permanently installed in a car, or
 - 3) other than that mentioned in points 1) and 2), used outside the place of insurance indicated in the **policy**.
 57. **Permanent surveillance** – direct surveillance performed at the place of insurance by **employees** or a property protection agency with whom the **Insured** has signed a contract for property surveillance or is provided with property surveillance under a facility rental contract (e.g. in a shopping centre, shopping mall, office building); the person performing the surveillance must have a job description that includes procedures on how to behave in the case of property theft, be equipped with means of telephone or radio communication and perform patrolling at intervals of no more than 3 hours or rely on video monitoring of the facility.
 58. **Strike** – a collective, voluntary refusal to work by all **workers** or a group of workers as a form of protest, e.g. political or economic, and to demand change.
 59. **Fixed sums** – in property insurance, the determination of the sum insured based on the total value of the property or category of property to be covered.
 60. **Loss** – in the insurance of:
 - 1) property – loss of, damage to, destruction of property,
 - 2) third party liability insurance – **property loss, personal injury, pure financial loss**.
 61. **Bodily injury** – death, bodily injury or disorder of health together with any injury suffered by any person as a result of these occurrences (including compensation for the harm suffered where the law so provides).
 62. **Property loss** – loss of, damage to or destruction of a thing, including the lost profits by the injured person which they could have obtained if the loss, damage or destruction of the thing had not occurred; The following shall not constitute **property loss**:
 - 1) resulting from incurring the costs of searching for a defect in a **product**, work or service,
 - 2) resulting from the need to recall a **product** from the market, including from incurring costs of notifying the risk of destroying the **product**, and from having to rectify the **product** defect, in **particular** by repairing it.
 63. **Hospital** – a healthcare facility providing round-the-clock patient care for diagnosis and treatment, including surgical treatment, using a qualified medical and nursing team. The term does not include care homes for the chronically ill, hospices, drug, alcohol and addiction treatment centres, sanatoriums and leisure centres, as well as rehabilitation wards, centres and hospitals, spa-type centres.
 64. **Working assets** – tangible working assets such as:
 - 1) raw materials or intermediate products used in production activities,
 - 2) manufactured or processed saleable finished products or work in progress,
 - 3) raw materials, intermediate products and goods purchased for resale in the unprocessed state,
 - 4) packaging,
 - 5) materials acquired for own use which are not **machinery, plant or equipment**, excluding gold, silver, platinum, platinum group metals and products made from these metals, precious and semi-precious stones, pearls, jewellery and jewellery products, which may be insured separately under **monetary values**.
 65. **Fixed assets** – **buildings, structures, premises, machinery, plant and equipment**.
 66. **Terrorism** – the use of violence directed against the state or society by a person, group of persons or organisation, whether politically, religiously, ideologically or otherwise motivated, with the intention of creating chaos, intimidating the population or disorganising public life to achieve certain political or social objectives.
 67. **Earthquake, land subsidence or landslide** – phenomena unrelated to human activity, disturbing the equilibrium of the Earth's interior, accompanied by violent shaking and vibration of the ground or downward movement of the ground due to the collapse of naturally formed underground voids or ground movement over slopes.
 68. **Temporary building facility** – a civil engineering facility intended for temporary use for a period shorter than its technical life, as well as a civil engineering facility not permanently attached to the ground, e.g.: street kiosks, street and exhibition sales pavilions, container structures, marquee structures (including inflatable and inflatable enclosure structures) and civil engineering facilities structures regardless of their structure covered with a marquee shell.
 69. **Policyholder** – the entity referred to in Article 1(1) that has entered into an insurance contract with Warta on the basis of these GTC.
 70. **Insured** – the entity named in the **policy** who is provided with coverage.
 71. **Lightning strike** – a violent atmospheric discharge causing the transfer of electrical charge from the atmosphere to the ground.
 72. **Vehicle impact** – the impact of a motor vehicle or combination of vehicles, their parts or the cargo they carry on the insured property.
 73. **Fall of trees or other objects** – fall of nearby-growing trees, or collapse of a **building, structures**, technical equipment not owned by the **Insured** (e.g. a mast, crane, chimney, aerial) or their elements on the insured property.
 74. **Aircraft fall** – forced landing or fall of an aircraft or other flying object or the fall of its parts, fuel or the cargo carried.
 75. **Beneficiary** – the person authorised in writing by the **Insured** to receive the benefit due in the event of the Insured's death. If no Beneficiary is appointed, the benefit shall be paid to the deceased person's next of kin in the following order:
 - 1) spouse,
 - 2) children – in the absence of a spouse (in equal parts),
 - 3) parents – in the absence of a spouse or children (in equal parts),
 - 4) other eligible persons, following inheritance proceedings.
 76. **Monetary values storage device** – a mechanical device assigned a specific class of burglary resistance used for the storage of monetary values (in particular safes, armoured cash boxes, steel cabinets, steel-concrete cabinets, armoured cabinets and safe cabinets).
 77. **Construction and installation services** – the performance of any of the following activities:
 - 1) building design,
 - 2) execution, erection, assembly or demolition of any civil engineering structures or part thereof,
 - 3) performing any work involving the reconstruction, restoration, extension, superstructure, renovation or modernisation of civil engineering structures or parts thereof,
 - 4) any construction work related to the assembly, overhaul, modernisation of any machinery, plant, equipment (whether single or entire process lines) or parts thereof,
 - 5) any earthworks (including, in particular, excavation, embankment, soil reinforcement).
 78. **Monetary values** – domestic and foreign currency (cash), cheques, bills of exchange and other documents substituting cash in circulation; gold, silver, platinum, platinum group metals and products made of these metals, precious and semi-precious stones, pearls, jewellery and jewellery products.
 79. **Gross book value** – the initial book value of **fixed assets**, representing the purchase price or production cost, plus the cost of their improvement and adjusted as a result of the applicable revaluations, excluding depreciation.
 80. **Cost estimate value** – in insurance provided for a **building under construction**, the value of the building materials and works completed and planned at the end of the insurance period.
 81. **Replacement value** – the value corresponding to the cost of reconstruction/restoration of the property to a new but unimproved state, i.e.:

- 1) in the case of **buildings, structures, premises** – the value corresponding to the costs of reconstruction in the same place, maintaining the existing dimensions, structure, type of materials used, including finishing works,
 - 2) in the case of other **fixed assets**, the value corresponding to the purchase price or production cost of a new **fixed asset** of the same type, model and with the same or similar parameters, including transport and assembly costs,
 - 3) in the case of **investment outlays** – the value corresponding to the replacement costs of the investment outlays existing before the occurrence of the **loss**.
82. **Actual value – replacement value** less **technical wear and tear**.
 83. **Wind** – the movement of the air resulting from an uneven distribution of atmospheric pressure, including the indirect effects of parts of building parts, trees or other objects knocked down or carried away by the wind hitting the insured property.
 84. **Explosion** – a violent change of system equilibrium with simultaneous release of gases, dust, vapour or liquids caused by:
 - 1) a chemical reaction, or
 - 2) their tendency to expand and spread from the vessel/pressure vessel.
 An implosion is also considered to be an **explosion**, consisting of the violent destruction of a vessel or vacuum apparatus by external pressure.
 85. **Participation in competitive sports (participation in sporting activities)** – practising sports as part of sports units, associations, clubs, schools, football academies with simultaneous participation in competitions or training in preparation for these competitions, excluding any form of income derived therefrom (salary, stipend, allowance, cash prizes), except for **persons associated with sports**.
 86. **Unloading** – direct movement of the insured cargo at its destination, from the moment transport protection is removed from the property loaded on the means of transport until the property is placed in storage at the consignee's premises.
 87. **Replaceable tools and consumables** – components of fixed assets or materials used during their operation, which, due to their purpose and nature of the operations, are subject to accelerated wear and tear or regular replacement in the course of maintenance and operating activities, in line with the technical and operating documentation or manufacturer's recommendations (in particular: drills, breaker hammers, punches, knives, saw blades, electrodes, light sources, filters, casting and injection moulds, dies, pattern rollers, boiler lining, refractory linings and coatings, furnace grates, burner nozzles, rubber, textile and felt parts, screens, drive chain belts, belts of conveyor belts and chains, ropes, non-electrical wires and cables, fuels, catalysts for cooling and heating agents, lubricants and oils, reagents, toners, coolants, image and sound media, printer heads or ribbons, batteries, electron tubes, X-ray tubes, laser tubes, removable storage media).
 88. **Accident** – in third party liability insurance, the occurrence of an insured **loss**. In case of doubt, a **bodily injury** shall be deemed to have arisen at the time when the injured party first contacted a doctor in connection with the symptoms that gave rise to the claim against the **Insured**, even if the causal link is established later.
 89. **Accident to a means of transport** – an event involving the sudden application of mechanical force during contact between the vehicle and persons, objects, animals, as well as overturning, capsizing, falling or sinking of the vehicle.
 90. **Cosmetic treatments** – care and beautifying activities carried out solely with a view to obtaining an aesthetic effect carried out by an adequately qualified professional trained as a beautician.
 91. **Cosmetological treatments** – care and beautifying activities carried out solely with a view to obtaining an aesthetic effect by a licensed cosmetologist or an individual holding a Master's degree in Cosmetology Studies who is trained and qualified to perform a specific type of treatment.
 92. **Flooding** – the escape of water, other liquids or vapour from a water supply, sewerage, central heating or other process pipes and equipment, resulting from:
 - 1) backflow from the water and sewerage network,
 - 2) damage to water, sewerage, heating or process network equipment,
 - 3) breakdown of a washing machine, centrifuge, dishwasher or a similar appliance,
 - 4) spontaneous activation of sprinkler/sprinkler systems except in the event of fire, tests, repair, reconstruction or modernisation of the system,
 - 5) inadvertently leaving valves in the water supply system open,
 - 6) inadvertent action by third parties,
 - 7) aquarium cracks,
 - 8) sudden melting of masses of snow or ice.
 93. **Loading** – the placing of the insured property directly on the means of transport, from the moment the property is lifted at the point of departure until it is placed and secured on the means of transport.
 94. **Riots and civil commotion** – violent demonstrations by a group of people disturbing public order.
 95. **Professional sporting activity** – practising a sport for profit (including any form of earning income therefrom) as part of a sports unit or club
 - z while participating in a sports competitions or training.
 96. **Fortuitous event** – a future and uncertain event of sudden nature, independent of the will of the **Insured**, causing a **loss** to the insured property.
 97. **Insurance event** – any of the benefits specified in Article 39, covered by the insurance contract, provided that it was caused by a personal accident and occurred no later than within 24 months of the occurrence of the personal accident.
 98. **Technical wear and tear** – permanent physical and chemical changes occurring during operation of a property, as a result of which the property's period of fitness for particular use gradually decreases.

Conclusion of the insurance contract Article 3

1. The insurance contract is concluded on the basis of an insurance application, drawn up in writing.
2. When a contract is concluded by means of distance communication, using an offer sent by WARTA, the insurance application may be submitted electronically, during a telephone call or using another distribution channel. Where a contract is concluded via the Internet, the Terms and Conditions for the Provision of Services by Electronic Means are available at www.warta.pl.
3. The application should contain all the information necessary to assess the insurance risk requested by WARTA.
4. WARTA may make the conclusion of the insurance contract conditional on obtaining additional information relating to the assessment of the risk.
5. **The Policyholder** shall notify WARTA of all circumstances known to them requested by WARTA in the application form or in other letters prior to the conclusion of the insurance contract. If the **Policyholder** concludes the contract through a representative, this obligation also applies to the representative.
6. If WARTA concludes the insurance contract despite the **Policyholder's** failure to answer certain questions, the omitted circumstances shall be deemed immaterial.
7. During the term of the insurance contract, the **Policyholder** shall promptly notify WARTA of any changes in the circumstances referred to in paragraph 5 above.

8. WARTA shall not be liable for the consequences of circumstances which, in breach of paragraphs 5 and 7, have not been communicated to it. Where a breach has been committed intentionally, a contractual event and its consequences shall, in case of doubt, be deemed to have arisen from the circumstances referred to in the preceding sentence.
9. If circumstances are discovered that involve a material change in the likelihood of an event, either party may demand an appropriate change in the amount of the premium, starting from the time the circumstances occurred, but not earlier than the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the contract with immediate effect.
10. In the field of personal accident insurance, the insurance contract is concluded in an unnamed form and covers all persons belonging to a group specified by **the Policyholder**, with equal insurance coverage.
11. The obligations set out in paragraphs 5 and 7 shall apply to both **the Policyholder and the Insured**, unless **the Insured** was unaware that an insurance contract had been concluded for their account.

Insurance premium Article 4

1. The insurance premium, including premium discounts and premium increases, shall be calculated on the basis of the tariff applicable on the date of conclusion of the contract, taking into account: the business activity conducted, the scope of insurance, the subject of insurance, the sum insured/the liability limit/the sum assured/sub-limits of liability, the insurance period, revenues, the number of persons insured and their occupational risk group, splitting of premium payment in instalments, the insurance loss history, as well as other factors influencing the likelihood of occurrence of an insurance event requested by WARTA when concluding the insurance contract.
2. The premium shall be payable as a single payment at the conclusion of the insurance contract, unless the parties have agreed a different method of premium payment.
3. At the request of the **Policyholder**, the premium may be split into instalments. The payment dates for subsequent instalments and their amounts shall be specified in the insurance contract.
4. The obligation to pay the premium shall rest with the **Policyholder**.

Insurance period and duration of liability Article 5

1. The insurance contract is concluded for a period of 12 months, unless the contracting parties agree otherwise.
2. The insurance period shall be indicated in the **policy**.
3. Unless otherwise agreed, WARTA's liability shall commence from the day following the conclusion of the insurance contract, but not earlier than the day following payment of the premium (the full amount or the first instalment).
4. If WARTA becomes liable before the premium or the first instalment thereof has been paid and the premium or the first instalment thereof has not been paid on time, WARTA may terminate the contract with immediate effect and demand payment of the premium for the period for which it has provided insurance coverage. If the contract is not terminated, it will expire at the end of the period covered with such unpaid premium.
5. Failure to pay the next premium instalment in the amount and by the date specified by WARTA shall result in termination of WARTA's liability only if, after the expiry of the deadline for payment of the premium instalment, WARTA demands that the **Policyholder** makes the payment, informing them that the failure to pay within 7 days of delivery of the demand will result in termination of liability.
6. If payment of the premium is made by bank transfer or postal order, the day of payment shall be deemed to be the day on which instructions for payment are submitted at a bank or post office, indicating the relevant account of WARTA, provided that there were sufficient funds in the **Policyholder's** account, otherwise the day of payment shall be deemed to be the day on which the relevant amount is credited to WARTA's account.

General exclusions Article 6

1. WARTA shall not be liable for the following **losses**:
 - 1) caused by the **Insured's representatives** as a result of wilful misconduct or gross negligence. The exclusion shall not apply:
 - a) in respect of gross negligence in the case of third party liability and personal accident insurance,
 - b) in respect of gross negligence, if the payment of damages is equitable in the circumstances,
 - 2) within the scope of compulsory insurance, regardless of whether a compulsory insurance contract has been concluded and regardless of the sum assured under such contract,
 - 3) caused to the property by a **flood** occurring within 30 days of the date of conclusion of the contract. The exclusion shall not apply to insurance contracts which constitute an uninterrupted continuation of insurance of the risk of **flooding** at the place of insurance with WARTA.
 - 4) arising from:
 - a) war, armed invasion, state of emergency and other hostilities, whether or not formally declared, civil war, sabotage, revolution, insurrection or armed seizure of power,
 - b) repressive measures by state authorities, confiscation, nationalisation, seizure, requisition or destruction on the basis of a decision taken by the authorities empowered to do so,
 - c) caused by the **Insured** or their **employees** under the influence of alcohol, intoxicating substances, psychotropic substances or substitute drugs within the meaning of the Act on Counteracting Drug Addiction, unless those drugs were taken for therapeutic purposes in line with the documented recommendations of a doctor,
 - d) ionising, laser or maser radiation, magnetic or electromagnetic fields, asbestos or artificial mineral fibres in whatever form and quantity, nuclear reaction, radioactive contamination or industrial waste pollution; the provision on laser radiation does not apply to the use of a laser in connection with the performance of **cosmetic treatments** in line with the provisions of Appendix 3 to the GTC and **cosmetological treatments** in line with the provisions of Clause 14 OC,
 - e) slow action of any factors, in particular thermal or biological factors, such as, but not limited to, mould, lichen, fungi, insects, gases, vapours, moisture, smoke, soot, dust, as well as viruses and bacteria (the exclusion of the action of viruses and bacteria shall not apply in third party liability insurance); in property insurance, if as a result of the aforementioned factors another **fortuitous event** covered by the scope of insurance has occurred, then WARTA shall be liable for the consequences of such event,
 - f) non-functioning, malfunctioning or misapplication of software or information carriers used in any electronic device, system (e.g. computer, microprocessor controller, integrated circuit) or network, as well as unavailability, loss or distortion of information stored or processed by equipment, software or information carriers, unless followed by another covered fortuitous event, in which case WARTA shall only be liable for the consequences of such event,
 - g) attempting or committing fraud, extortion, coercion or blackmail, misleading or being misled, making false statements, forgery, deception, unexplained disappearance or shortages found during the verification or recording of the quantity of assets,
 - h) mining damage within the meaning of the applicable geological and mining law, and in connection with service activities for the mining industry during underground work.
2. WARTA shall not pay a benefit where the payment of a benefit would expose TUIR "WARTA" to any commercial or economic sanctions, prohibitions or restrictions imposed by mandatory legislation, including UN resolutions, European Union regulations, or decisions of authorised bodies of the United Kingdom or the United States of America.

Obligations in connection with the conclusion of the contract Article 7

1. The **Insured** shall ensure that the property is properly secured, including compliance with the regulations in force concerning the protection, storage and operation of the property and aimed at preventing **losses**; in particular the **Insured** shall be obliged to:
 - 1) comply with:
 - a) applicable regulations on fire protection, on the design and operation of technical equipment and on the exercise of technical supervision,
 - b) recommendations and requirements of the manufacturers or suppliers, including the user manuals for the respective equipment,
 - c) requirements contained in the insurance contract,
 - d) the minimum property security requirements set out in the GTC,
 - 2) keep the insured **buildings, structures and premises**, including their security devices, in a sound technical condition and apply the generally accepted precautions as well as observe the applicable regulations for the protection of persons and property,
 - 3) take care of the maintenance of pipes and equipment for the supply and discharge of water, steam or liquids and apply appropriate protective measures in good time to protect the relevant pipes and equipment from frost,
 - 4) comply with the principles concerning the protection of **monetary values**, set out in the Regulation of the Minister of Internal Affairs and Administration regarding detailed principles and requirements to be met by the protection of **monetary values** stored and transported by entrepreneurs and other organisational units, in force on the day the **loss** occurred.
2. Where the **Insured** has not complied with the obligations set out in paragraph 1 above, WARTA may reduce or refuse to pay damages if this has affected the occurrence of the **loss**, its extent or the determination of liability.
3. The obligations set out in paragraph 1 above shall not apply in respect of third party liability insurance and personal accident insurance.
4. **The Insured** shall also be obliged to remove hazards to the property, the removal of which was demanded by WARTA.
5. If the **Insured** has not fulfilled the above obligation within the time limit indicated by WARTA, WARTA shall be relieved of any liability for **losses** occurring after the designated time limit as a result of failure to remove the hazard, if the failure to fulfil the obligation had an impact on the occurrence or extent of the **loss**.
6. In the event of concluding an insurance contract on behalf of another person, the **Policyholder** shall be obliged to deliver the GTC to the **Insured** before the latter enters into the insurance contract, and in the event of the **Insured's** consent to finance the cost of the premium, before such consent is given.
7. The obligations set out above shall apply to both **the Policyholder and the Insured**, unless the **Insured** was unaware that an insurance contract had been concluded for their account.

Responsibilities in connection with losses Article 8

1. In the case of an event covered by the insurance, the **Insured** is obliged to use the available means to save the subject of insurance and to prevent or reduce the **loss**.
2. If the **Insured** has wilfully or through gross negligence failed to take the measures set out in paragraph 1 above, WARTA shall be free from liability for any loss arising therefrom.
3. In addition, it is the responsibility of the **Insured** to:
 - 1) notify WARTA of the event no later than within 2 working days of the date of the accident or becoming aware of it (including the nature and extent of the **loss**) and, in the case of **personal accident** insurance, no later than within 7 days after the cessation of the reasons preventing earlier notification of the **loss**,
 - 2) comply with WARTA's recommendations, provide WARTA with information and necessary powers of attorney to the extent necessary for the loss adjustment,
 - 3) complete all documents required by WARTA, as necessary to process the claim for disbursement of damages,
 - 4) allow WARTA to perform the acts necessary to establish the circumstances of the loss, the legitimacy and the amount of the claim, and to provide explanations to that end,
 - 5) confirm, at the request of WARTA, whether the person making the claim was covered by insurance at the time of the insurance event.
- 6) with regard to insurance under Section II (property insurance):
 - a) immediately notify the local police department of any **loss** that may have occurred as a result of a crime or **accident of a means of transport**,
 - b) keep the site of the **loss** unchanged until the arrival of a WARTA's representative, unless a change is necessary in order to protect the property remaining after the loss or to reduce the loss; WARTA may not invoke this provision if it has not commenced loss adjustment within 7 days of having been notified of the relevant event,
 - c) make available the full accounting records of the insured property, including documents relating to its purchase and operation.
- 7) with regard to insurance under Section III (third-party liability insurance):
 - a) **The Insured** shall not, without the written consent of WARTA, acknowledge or settle the claims of the injured party,
 - b) if criminal or civil proceedings for damages are instituted against the **Insured**, the **Insured** shall provide WARTA with a document informing that such proceedings have been instituted against them (letter, statement of claim, order or other document) immediately, no later than within 3 days of receiving such document.
 - c) **The Insured** shall provide WARTA with court decisions issued in the cases referred to in point b) above in time to enable it to lodge an appeal,
 - d) if criminal proceedings have been initiated against the perpetrator of the accident or the injured party files a claim for damages in court, and the **Insured** has not fulfilled the obligations under 3(7)(c), WARTA shall not cover the costs of legal assistance and interest and costs of the proceedings awarded against the **Insured** in court proceedings.
- 8) In respect of insurance under Section IV (personal accident insurance), the **Insured** shall:
 - a) seek immediate medical attention,
 - b) obtain medical documentation stating the medical diagnosis,
 - c) secure all evidence relating to the **personal accident** to substantiate the reported claim,
 - d) upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation in order to determine **permanent health impairment**,
 - e) in the case of death of the **Insured** – the person entitled to receive the benefit shall additionally submit an extract from the death certificate and a document confirming relationship or kinship with the deceased.
4. In the event of a wilful or grossly negligent breach of the obligation set out in paragraph 3(1)
 - 1) above, WARTA may reduce the damages accordingly if the breach contributed to increasing the **loss** or prevented WARTA from establishing the circumstances or consequences of the accident.
5. In the case of a wilful misconduct or gross negligence leading to a breach of the obligations set out in paragraph 3(2) – (8) above, WARTA may refuse to pay damages or benefit in whole or in part, depending on the extent to which such failure has affected the determination of the circumstances under which the **loss** occurred, its extent or the determination of the amount of damages or benefit, unless, in the case of gross negligence, the disbursement of damages is equitable in the circumstances.

Disbursement of damages or benefits Article 9

1. The person making a claim under an insurance contract is obliged to document its validity and amount.
2. The **Insured** shall provide WARTA with the documents necessary to process the claim for disbursement of damages or benefits and provide a calculation of the amount of the **loss**.
3. The amount of repair costs should be documented by a contractor's invoice or by the **Insured/injured party's** calculation if they repaired the **loss** themselves.

4.

WARTA reserves the right to verify bills, estimates, calculations and other documents submitted by the **Insured** relating to the determination of the amount of the **loss**.
5.

The following shall not be taken into account to determine the amount of the **loss**:

1)

intangible assets, scientific assets, collectibles, historic, commemorative or artistic assets,

2)

VAT deductible in line with the applicable regulations, unless the sum insured has been determined to include VAT.
6.

WARTA shall have the right to appoint, at its own expense, an independent expert to determine the cause, the amount of the **loss** and the damages due, and to give the **Insured** instructions and guidance on how to proceed in order to mitigate the effects of the event or to minimise the amount of the **loss**.
7.

The **Insured** is obliged to provide WARTA or an expert appointed by it with all documents necessary to carry out the loss liquidation process of the reported claim.
8.

WARTA shall pay damages or benefits after recognising the claim of the Beneficiary under the insurance contract as a result of findings made in the proceedings conducted to establish facts, legitimacy of the claim and the amount of damages or a settlement concluded with them or a final court decision within 30 days of the date on which the event was notified to WARTA.
9.

If it is impossible to establish all the circumstances necessary to determine the liability of WARTA or the amount of damages or benefit within the time specified in paragraph 8 above, the damages or benefit shall be paid within 14 days of the day when, with due diligence, it was possible to establish such circumstances, however, the undisputed part of the damages or benefit shall be paid by WARTA within 30 days of the date on which the event was notified to WARTA.
10.

If WARTA fails to pay damages or a benefit within the time limits specified under paragraph 8, WARTA shall notify in writing: the person making the claim and the **Insured**, in the case of an insurance contract concluded for the account of a third party, in particular group insurance, if they are not the person making the claim, of the reasons why their claims cannot be satisfied in whole or in part, and shall pay the undisputed part of the benefit.
11.

If damages or a benefit are not due or if they are due in an amount different than that set out in the claim, WARTA shall inform in writing the person making the claim and the **Insured**, and in the case of an insurance contract concluded for the account of a third party, in particular group insurance, if they are not the person making the claim, indicating the circumstances and the legal basis justifying total or partial refusal to pay the benefit. This information includes instructions on how to pursue claims in court.
12.

The damages shall be set at an amount corresponding to the amount of **loss** calculated in line with the provisions of the GTC, minus the amount of the **deductible**.
13.

Unless otherwise agreed, the sum of money paid by WARTA may not exceed the **loss** suffered.
14.

With regard to insurance under Section II (property), if, after disbursement of the damages the Insured has recovered the lost items, they shall be obliged to return immediately to WARTA the damages disbursed in respect of such items or to relinquish the rights to those items for the benefit of WARTA. If items are recovered in a damaged or incomplete condition, an amount corresponding to the value of an item on the date of recovery shall be paid back to WARTA.
15.

With regard to insurance under Section IV (personal accident insurance):

1)

WARTA may request the **Insured** or their legal representative to give their written consent for WARTA to contact entities that provided health services to the **Insured** in order to obtain information related to the verification of data provided by those persons about the Insured's state of health, to determine the person's rights to benefits under the insurance contract and the amount of such benefits, in particular doctors who provided or continue to provide care to the **Insured** after an accident or disease,

2)

in the event of refusal by the **Insured**, their legal representative or entities that provided health services to the **Insured** to grant consent to provide the information referred to in point 1), WARTA may refuse to pay damages or reduce them if this had an impact on determining the existence or scope of its liability,

3)

determination of the legitimacy of claims, i.e. determination if a benefit is due and the relevant amount, shall be made on the basis of documentation submitted by the **Insured/Beneficiary**, provided that WARTA shall have the right to verify it and to consult specialists. Evidence to support a claim includes, in particular, full medical records of post-accident treatment and medical records from before the accident.

4)

in the case of the death of the **Insured**, an extract of the **Insured's** death certificate shall be submitted,

5)

bills, receipts for medical assistance provided and medicines and medical supplies purchased should enable the identification of the person receiving treatment,

6)

if the **Insured** was disbursed one-off benefit related to a **permanent health impairment** and subsequently died as a result of the same accident, the death benefit shall be disbursed net of the amount disbursed earlier,

7)

if the **Insured** dies after the percentage of a **permanent health impairment** has been determined, and the death is not causally connected with an **accident**, the benefit related to a **permanent health impairment** not paid to the **Insured** before their death shall be paid to the beneficiary, and in the absence of such a person, the documented funeral costs shall be reimbursed to the person who incurred those costs within the limits of such damages,

8)

if the percentage of **permanent health impairment** has not been determined before the death of the **Insured**, the estimated percentage of **permanent health impairment** in line with the assessment of WARTA's doctors shall be taken as the percentage of **permanent health impairment**.

Deductible
Article 10

1.

The **deductible** in respect of each loss shall be PLN 200, unless other provisions of the GTC envisage a different amount or the parties have agreed otherwise.
2.

In the case of **losses**, for which two or more different **deductibles** may apply, damages are paid taking into account the higher of them.
3.

In the event that the **deductible** exceeds the amount of the **loss**, WARTA shall not be liable under the insurance contract.
4.

The **deductible** shall not apply to **bodily injury** under third party liability insurance and personal accident insurance.
5.

In third party liability insurance, the **deductible** reduces the amount of damages per each insurance **event**.
6.

In **electronic equipment** insurance, in respect of:

1)

burglary (including theft with simultaneous taking of the vehicle) outside the address of the place of insurance indicated in the **policy**,

2)

dropping, breaking, shattering of glass or plastic parts, falling,

the deductible is 10% of the amount of damages, however, not less than PLN 500.

7.

In insurance of property in transport in respect of **loading, unloading**, the deductible shall be 10% of the amount of damages, not less than PLN 1,000.
- Insurance recourse
Article 11
1.

As of the date of disbursement of damages, the claim against the **third party** liable for the **loss** shall be transferred by operation of law to WARTA up to the amount disbursed. If WARTA covered only a portion of the **loss**, with respect to the remaining portion of the loss the **Insured** shall be entitled to be satisfied before any claims of WARTA .

2.

The claim referred to in paragraph 1 above shall not be transferred to WARTA if the person responsible for the **loss** is a person who lives in the same household as the **Insured** or is the **Insured's** employee, unless such person intentionally contributed to the **loss**.

3.

The **Insured** shall ensure that claims for damages may be pursued against persons responsible for the **loss**.

4.

In the case of failure to fulfil the obligations set out in paragraph 3 above, as well as in the case of the **Insured's** waiver of claims to which they are entitled from (to) **third parties** responsible for the **loss**, effected without WARTA's consent, WARTA may refuse to disburse damages in

whole or in part and if damages have already been disbursed, such damages shall be reimbursed in whole or in part, depending on the extent to which the failure to fulfil the obligations set out in paragraph 3 above prevented WARTA from effectively seeking recourse claims.

Termination of the insurance relationship
Article 12

1.

The insurance coverage shall expire:

1)

at the end of the insurance period,

2)

on the date of the **Policyholder's** withdrawal from the contract pursuant to paragraph 2 ,

3)

on the day of termination of the insurance contract with immediate effect pursuant to Article 3(9), Article 5(4), or at the end of the 7-day period set for the payment of the premium under Article 5(5),

4)

when the sum insured or the sum assured is exhausted as a result of disbursement of damages,

5)

on the date of disposal of the subject of insurance, unless WARTA agrees to the transfer of the rights under the contract to the buyer and the buyer assumes the obligations hitherto incumbent on the seller,

6)

on the date of foreclosure of the subject of insurance in the course of enforcement proceedings,

7)

in third party liability insurance, on the date the **Insured** winds up their business,

8)

on the day of termination of the insurance contract by the **Policyholder** in line with the provisions of paragraph 3 below.

2.

If the insurance contract is concluded for a period exceeding 6 months, the **Policyholder** shall have the right to:

1)

withdraw from the insurance contract within a period of 30 days or, if the **Policyholder** is an entrepreneur, within 7 days of the conclusion of the contract. If latest at the conclusion of the contract, the insurer fails to inform the **Policyholder** who is a consumer, of the right to terminate the contract, the period of 30 days shall run from the day of which the **Policyholder** who is a consumer was informed about the right,

2)

when contracts are concluded by means of distance communication by the **Policyholder** who is a consumer, within 30 days of the day of informing them of the conclusion of the contract or of the day of delivery of the confirmation of conclusion of the contract, if later.

3.

In personal accident insurance, the insurance contract may be terminated by the **Policyholder** in writing with 30 days' notice, counting from the day on which the letter of termination was delivered.

4.

Withdrawal from the contract shall not release the **Policyholder** from the duty to pay the premium for the period during which WARTA provided insurance coverage.

5.

When the insurance coverage expires before the term of the insurance contract, the **Policyholder** shall be entitled to receive a refund of the premium for the period of unused insurance coverage.

Complaints and claims
Article 13

1.

Complaints, grievances and claims may be submitted to WARTA:

1)

in writing to: skr. pocztowa 1020, 00-950 Warszawa,

2)

in writing to the electronic delivery address: AE:PL-12869-16149-GHRES-21,

3)

electronically using the form www.warta.pl/reklamacje,

4)

by telephone at +48 502 308 308 (the call cost is in line with the operator's tariff),

5)

at any WARTA office, in writing delivered in person or orally for the record.

2.

WARTA shall examine the complaint, grievance or claim within 30 days of its receipt and will respond in writing by post or electronically upon the request of the complainant. In particularly complex cases, the deadline for replying may be extended to 60 days, of which the person submitting the claim, grievance, complainant shall be notified in advance.

3.

The organisational unit designated by WARTA's Management Board shall be the competent body to deal with complaints, grievances and claims.

4.

The entity entitled to settle disputes out of court is:

1)

Court of Arbitration at the Polish Financial Supervision Authority (website: <https://www.knf.gov.pl>),

2)

Financial Ombudsperson (website: <https://www.rf.gov.pl>).

General provisions
Article 14

1.

Insurance contracts concluded on the basis of these GTC shall be governed by the provisions of the Polish law, in particular the provisions of the Polish Civil Code, the Act on Insurance and Reinsurance and other generally applicable laws.

2.

An action for claims arising from the insurance contract may be brought either in line with the provisions on general jurisdiction or before a court having jurisdiction at the place of residence or registered office of the **Policyholder**, the **Insured** or the **Beneficiary** under the insurance contract, an heir of the **Insured** or an heir of the **Beneficiary** under the insurance contract.

3.

All notices and declarations of the parties in connection with the concluded contract shall be made in writing against acknowledgement of receipt, sent by registered mail or made in any other manner agreed upon by the parties, e.g. to a designated e-mail address. The parties undertake to inform each other of any change in the address of their registered offices.

4.

In agreement with the **Policyholder**, the insurance contract may be extended by additional provisions or provisions that would be different from those set out in these GTC.

5.

These GTC, as worded above, apply to insurance contracts concluded on or after 22 June 2025.

SECTION II
PROPERTY INSURANCE

CHAPTER I

Introductory Provisions
Article 15

1.

WARTA shall provide insurance coverage for property used in connection with a business activity, is registered in line with the applicable regulations, is owned or held by the **Insured** on the basis of another legal title, as well as **employee property**.

2.

At the option of the **Policyholder**, the insurance contract may be concluded to cover:

| | | |
|----|--|---------|
| | | Chapter |
| 1) | property: <div>a) against all risks under KOMFORT or KOMFORT PLUS option b) against burglary and robbery c) in relation to buildings under construction in the CONSTRUCTION scope</div> | II. |
| 2) | electronic equipment against all risks | III |
| 3) | property in transport against all risks | IV. |

3.

Property insurance may be extended to cover downtime in line with the provisions of Chapter V.

4.

In the GTC, any references to Chapters should be read as references to Section II only.

5.

The scope of protection of property in paragraph 2 without additional premium includes, in line with the provisions of Appendix 2 to the GTC:

1)

Costs of rescue and the following costs related to the **loss**:

5

- a) costs of the rescue operation
 - b) costs of removing the items remaining after the **loss**
 - c) costs of experts
 - d) overtime costs
 - e) costs of searching for the cause of the **loss**
 - f) costs of restoring documents
 - 2) Waiver of the right of recourse
 - 3) Automatic coverage of new investments
 - 4) Automatic coverage of new places of insurance
 - 5) Minor renovation and assembly work
 - 6) Terrorism, strikes, riots, and commotions
- subject to the provisions of paragraph 10 below.
6. At the request of the **Policyholder** and for an additional premium, the scope of the property insurance contract may be extended with a **SAFETY PACKAGE** – as specified in Appendix 4 to the GTC:
- 1) Purchase of deductible
 - 2) **SAFETY PACKAGE** – **PROPERTY**, including:
 - a) No declaration of the subject of insurance
 - b) Adjustment of the sums insured
 - c) Security at external locations, at **employees'** premises and during business trips
 - d) Acceptance of reduced security status
 - e) No deduction for technical wear and tear in building insurance
 - f) Loss of utilities
7. At the request of the **Policyholder** and for an additional premium, the scope of property insurance against all risks, **burglary and robbery**, or of **electronic equipment** against all risks may be extended to include the following **ADDITIONAL CLAUSES – PROPERTY** in line with the content wording of Appendix 5 to the GTC:
- 1) Clause 1M – Mobility
 - 2) Clause 3M – Loss of rent
 - 3) Clause 4M – Vandalism
 - 4) Clause 5M – Common theft
 - 5) Clause 6M – Mechanical and electrical failure
 - 6) Clause 7M – Property deterioration due to failure to maintain temperature,
 - 7) Clause 8M – Glass and other items against breakage,
 - 8) Clause 9M – Construction disaster
 - 9) Clause 11M – Tent facilities
 - 10) Clause 12M – Timber-framed buildings
 - 11) Clause 13M – Used vehicles subject to registration
 - 12) Clause 14M – Construction equipment
8. The parties' agreement to extend the scope of coverage by including any of the additional clauses shall not result in any changes to the provisions of the insurance contract other than those set out in the clause concerned, in particular the remaining conditions, exclusions and limitations of liability set out in the GTC shall apply in full.
9. The insurance coverage for property insurance against all risks, **electronic equipment** against all risks additionally includes assistance services (Section V).
10. The provisions of the **BENEFITS PACKAGE – PROPERTY** (paragraph 5(2–6)) do not apply to insurance of **buildings under construction** within the scope of **CONSTRUCTION** and **buildings, structures or premises** of a natural person not conducting business activity, intended for rental.
11. WARTA, in agreement with the **Policyholder**, may introduce into the insurance contract limit(s) of liability in respect of property losses under any **fortuitous event**, depending on the degree of risk involved.
12. The insured property is also covered against losses caused directly by:
- 1) fire-fighting, rescue, demolition or debris removal operations carried out in connection with the occurrence of **fortuitous events** covered by the insurance,
 - 2) pollution or contamination caused by the occurrence of **fortuitous events** covered by the insurance.

Place of insurance Article 16

1. The insurance covers property on the territory of Poland at the place of insurance specified in the policy and:
- 1) **employee property** – also in any other place on the territory of Poland where work is carried out, as instructed by the **Insured**,
 - 2) **monetary values during transport** – also in another place on the territory of Poland related to the performance of their transport,
 - 3) **portable electronic equipment** – depending on the **Policyholder's** choice, also in other places, on the territory of:
 - a) the European Union and Switzerland, Norway, Iceland, the United Kingdom and Liechtenstein, or
 - b) across the world,
 - 4) data and external data carriers – the place of insurance of **electronic equipment**, extended to include data transport to an external archive (place of storage of backup copies of data sets) and in an external archive.
2. In the case of insurance of property in transport, coverage may be provided during transport within the territory of:
- 1) Poland (with the exclusion of the domestic legs of international transport), or
 - 2) the European Union and Switzerland, Norway, Iceland, the United Kingdom and Liechtenstein.
3. In connection with the direct exposure to a covered **loss** in line with the GTC at the place of insurance indicated in the **policy**, the property under paragraph 1 is covered with regard to the insured **fortuitous events**, also:
- 1) at the location to which it was moved from the place of insurance,
 - 2) during handling (carriage).

Subject of insurance Article 17

Provided that the **Policyholder** has notified WARTA in the insurance application, WARTA may provide insurance coverage to the extent set out in:

- 1) Chapter II – property against fortuitous events:
 - a) **buildings, structures and premises or buildings under construction** – excluding **burglary and robbery**,
 - b) **machinery, plant and equipment, investment outlays**,
 - c) **working assets**,
 - d) **monetary values**,
 - e) **employee property** – which is automatically covered up to a limit of PLN 2,000 per **employee** during the insurance period;
- 2) Chapter III – **electronic equipment** against all risks:
 - a) **stationary electronic equipment**,
 - b) **portable electronic equipment**
 along with data (including installed licensed software – system or application software; batch production) and external data carriers (e.g. removable magnetic or optical disks, magnetic tapes, memory cards, external memories/disks, CDs and DVDs);
- 3) Chapter IV – insurance of property in transport:
 - a) **machinery**, plant and equipment,
 - b) **working assets**; however, the coverage shall include **third party property** where the **Insured** provides, as part of the business activities declared in the application, repair or sale of equipment and the carriage relates to that property,
- 4) Section V – insurance against downtime: additional costs and lost profits, subject to the

exclusions stated in Article 6 and Article 18.

Exclusions Article 18

1. Subject to Article 6, in property insurance WARTA does not provide insurance coverage for:
 - 1) land, soil, groundwater and surface water, bodies of water,
 - 2) live plants and live animals, unless they constitute **working assets**, in retail shops,
 - 3) weapons, ammunition, explosives and pyrotechnic materials (this exclusion does not apply to retail stores selling fireworks seasonally as a supplement to their basic product range),
 - 4) intoxicating and psychotropic substances (unless they are traded in pharmacies, pharmaceutical wholesalers or medical service providers) and designer drugs,
 - 5) property to be liquidated, scrapped, demolished, property in respect of which bankruptcy proceedings are pending and property seized by authorised state and local government authorities,
 - 6) designs and prototypes,
 - 7) payment cards (e.g. debit cards, charge cards, credit cards, prepaid cards), stored-value cards (e.g. ATM cards, discount cards, cheque guarantee cards),
 - 8) **working assets** with an expired validity period or withdrawn from trade before the **loss** occurred, and assets not permitted for distribution or use in Poland in line with the applicable regulations, or whose purchase is confirmed by false documents,
 - 9) property which has not been stored in line with the manufacturer's or supplier's requirements, including that which has been stored in open air contrary to its intended use or storage conditions,
 - 10) property belonging to and/or used by businesses carrying out the activities indicated in Appendix 1 to the GTC,
2. Under property insurance (except for property in transport) WARTA does not provide coverage for:
 - 1) poultry farms, greenhouses, hothouses, cold frames, foil tunnels, mushroom farms used for cultivation and the property located therein,
 - 2) property of wind turbines (power stations) other than that used for the own consumption of the enterprise at the place of insurance,
 - 3) property located underground in connection with mining, quarrying activities; property used in the extraction of peat, natural gas, petroleum, suction dredgers, rail vehicles; floating property when used in water bodies,
 - 4) property that is out of use or if the business at the place of insurance has been suspended for more than 30 days, unless this is:
 - a) technological downtime or the effect of owner's holiday, however not longer than 120 days, or
 - b) a building, structure or premises belonging to a natural person who is not engaged in a business activity, however not longer than 120 days, or
 - c) seasonal activity consisting in the provision of short-term public accommodation, the operation of a restaurant, bar or café, but not longer than 270 days,
 - 5) buildings erected or constructed without the required authorisation and the property therein,
 - 6) works of art, exhibits, manuscripts, antique items, numismatic and stamp collections; the exclusion does not apply to **fixed assets** up to the limit of PLN 10,000 during the insurance period,
 - 7) computer software other than **working assets**, data entered on external data carriers within the scope of Chapter II, which does not apply to the costs of data entry as stated in Appendix 2 to the GTC,
 - 8) property undergoing reconstruction, extension, superstructure, renovation, assembly or disassembly; the exclusion does not apply to **losses** resulting from construction or assembly works not performed by the **Insured** or at their request, or for **minor renovation or assembly works** in line with Appendix 2 to the GTC,
 - 9) **buildings under construction** and property therein; the exclusion does not apply to insurance of **buildings under construction** within the scope of **CONSTRUCTION** with this fact confirmed on the **policy**,
 - 10) **temporary building facilities** and the property therein, if production activities are carried out therein,
 - 11) in the form of ten facilities (including inflatable halls and inflatable enclosures) and structures irrespective of the structure covered by the marquee shell and the property therein; the exclusion does not apply to:
 - a) property insurance against **burglary and robbery**,
 - b) insurance under clause 11M Tent Facilities, but not more widely than the limit confirmed in the **policy**,
 - 12) **timber-framed buildings** and the property therein; the exclusion does not apply to:
 - a) fences, gates, wickets, canopies, rubbish rooms and small architectural objects, such as sandpits, swings and ladders,
 - b) property insurance against **burglary and robbery**,
 - c) insurance under clause 12M Timber-framed buildings, but not more widely than the limit confirmed on the **policy**,
 - 13) vehicles subject to registration other than:
 - a) brand new and unregistered vehicles, constituting **working assets**, or
 - b) vehicles covered under Clause 13M – Vehicles subject to registration provided that this is confirmed in the **policy** and only to the extent indicated in the clause.
3. In insurance of property in transport, additionally to the exclusions in paragraph 1 WARTA shall not provide coverage for:
 - 1) works of art, exhibits, manuscripts, antique items, numismatic and stamp collections, files, documents, plans, designs, drawings, company records,
 - 2) excise tax bands, tokens, tickets for means of transport, lottery tickets and **monetary values**,
 - 3) vehicles (means of transport intended for travelling on the road and machinery and equipment designed for that purpose) other than **construction equipment**,
 - 4) property for sale by way of door-to-door trading,
 - 5) dangerous goods as defined by law (in particular those covered by the ADR Convention), except for fuels and fuel preparations,
 - 6) postal or courier consignments,
 - 7) damaged and decomposed property, other than property which is the subject of service or sale by the **Insured**,
 - 8) property transported for gain by the **Insured**, acting as a carrier, including a removal company.

CHAPTER II PROPERTY INSURANCE

Scope of insurance Article 19

1. WARTA shall be liable for **loss**, destruction or damage to the insured property occurring during the period and at the place of insurance as a consequence of **fortuitous events**.
2. Subject to paragraph 3, WARTA may insure property:
 - 1) against all risks, unless excluded from WARTA's liability under the provisions of the GTC under:
 - a) KOMFORT, or
 - b) KOMFORT PLUS
 - 2) against **burglary and robbery**.
3. With regard to **buildings under construction**, WARTA may only insure property in the **CONSTRUCTION** scope covering the following events: **fire, smoke and soot, explosion, lightning strike, wind, flood, hail, avalanche, aircraft fall, supersonic bang**.

All risks insurance

4. Depending on the scope of insurance selected in line with section 2(1), insurance coverage is automatically extended to include the following additional clauses, as specified in Appendix 5 to the GTC, and within the limits below, unless otherwise agreed:

| Clause | Limit during the insurance period / Scope of insurance | |
|---|--|--------------|
| | KOMFORT | KOMFORT PLUS |
| 4M - Vandalism | PLN 5.000 | PLN 10.000 |
| 9M - Construction disaster | PLN 100.000 | PLN 150.000 |
| 8M – Glass and other items against breakage | no coverage | PLN 5.000 |

5. In addition, in the scope of KOMFORT PLUS, the coverage is extended to include insurance of property against **burglary and robbery** up to the limit indicated in the **policy** in PLN, which, unless otherwise agreed, shall be:

| Subject of insurance | Limit |
|--|---|
| 1) machinery, plant and equipment, investment outlays | 20% of the sum insured declared in the insurance application, however not more than PLN 100,000 in total |
| 2) working assets | |
| 3) employee property | PLN 2,000 per employee |
| 4) monetary values | in line with the limit indicated by the Policyholder and confirmed by WARTA in the policy . |

6. At the request of the **Policyholder**, the limits indicated in paragraphs 4 and 5 may be modified. WARTA is liable up to the limits confirmed in the **policy**.

Burglary and robbery

7. Under **burglary insurance**, WARTA is also liable for:
- the costs of repairing or replacing the following as a result of committed or attempted **burglary**:
 - structural parts of a **building, structure** or **premises**, in particular: roof, ceilings, walls, floors, windows, doors,
 - anti-theft devices for **buildings, structures, premises** and lockers or devices for storing **monetary values**, damaged by committed or attempted burglary.
 - burglary** without the perpetrator entering the premises, but up to a maximum limit of 15% of the total sum insured for that event, provided that the coverage is not applicable to **monetary values**.
 - With regard to **monetary values**, insurance coverage may be extended to include **losses caused during off-premises transport due to**:
 - robbery**,
 - accident to the means of transport, fire, explosion, lightning strike, wind, rain**,
 - death or bodily injury or disorder of health suffered by the person in charge of the transport/having custody, making it impossible for them to continue to exercise control over the **monetary values** being transported.

Exclusions

Article 20

1. Subject to Article 6, WARTA shall not be liable for **losses** caused by:

Property insurance under CONSTRUCTION scope or against all risks

- explosion** provoked for production, operation or demolition purposes or arising in internal combustion engines when such explosion is related to their natural function or caused by the normal pressure of the gases they contain,
- burning, smearing or scorching, if there has been no **fire**, or as a result of the insurance subject being exposed to fire or heat in a technological process,
- lightning strikes** or **overvoltage** – in fuses, fuse links, contactors, lightning arrestors, sensors, bulbs, lamps,
- the action of groundwater (unless caused by **flooding**), frosted walls and continuous dampness, due to leaks in plumbing or other technological equipment distributing water, other liquids or steam, and caused by mould,
- subsidence** or **landslide** as a result of human activity or long-term natural ground settling or movement, marine or fluvial erosion,

All risks property insurance

- flooding, rain**:
 - if the flooding occurred because of poor technical condition of the roof or other elements of a **building**, the maintenance of which was the responsibility of the **Insured**, or because of failure to protect openings (windows, skylights, etc.),
 - in **working assets** situated below the ground level and less than 10 cm above the floor, unless the property was **flooded** directly from above,
- the effects of frost resulting in property cracking:
 - due to a lack of due diligence in ensuring that the premises are heated and/or that equipment, installations and tanks are adequately protected against the effects of frost,
 - as a result of the failure to remove water or other liquid from the aforementioned equipment, installations and tanks and to close the supply valves if it was not possible to ensure adequate heating of the premises and adequate frost protection for the installations (including when **buildings, structures** or **premises** are taken out of service),
 - due to the lack of regular inspection of the condition of the above-mentioned equipment, installations and tanks.
- disruption or interruption of the supply of utilities (in particular electricity or heat, water, steam, gas),
- gradual deterioration of the insured property due to normal wear and tear, continuous use, ageing, corrosion, cavitation, the nature of the subject of insurance, progressive deterioration of parameters, deformation or strain, as well as loss of weight, shrinkage, evaporation, changes in colour, texture, finish or odour, unless they are followed by a **fortuitous event** that is not excluded from the scope of insurance, WARTA shall be liable for the consequences of such event,
- subsidence, collapse, elevation, cracking, shrinkage or expansion of structural elements of **buildings** such as foundations, walls, floors, ceilings, design or construction errors, incorrect assembly; use of defective materials; **loading, unloading**; breakage (shattering) or cracking of glass objects constituting **working assets**, unless they arose as a result of a fortuitous event not excluded from the scope of insurance,
- terrorism, strikes, riots and civil commotion** to an extent or limit greater than that set out in the provisions of Appendix 2 to the GTC,
- mechanical failure**,

- electrical failure**, unless the action has caused **fire** or **overvoltage** – in which case WARTA shall only be liable for their consequences,
- a decrease or increase in storage temperature in refrigeration equipment,
- common theft,
- burglary and robbery** or **losses** to items and in the extent compliant with clause 8M in the KOMFORT scope,
- losses arising from the events specified in Article 19(4) and (5), above the limits confirmed in the **policy**.

Property insurance against burglary and robbery

- burglary and robbery in case of failure to provide adequate security measures for the property (including **monetary values**), not meeting the minimum security requirements set out in Article 30 of the GTC,
- common theft.
- The exclusions specified above in paragraph 1(12) to (17) and (19) may be modified by applying additional extensions of coverage under property insurance against **burglary and robbery** or by including/increasing the limits of additional clauses in line with Appendix 5 to the GTC.

CHAPTER III

INSURANCE OF ELECTRONIC EQUIPMENT AGAINST ALL RISKS

Scope of insurance

Article 21

- WARTA shall be liable for losses consisting in loss, destruction or damage to the insured **electronic equipment** occurring during the insurance period as a consequence of any **fortuitous event**, unless excluded from WARTA's liability under the provisions of the GTC.
- The scope of insurance for **portable electronics** shall additionally include **losses** occurring:
 - in transport or in use outside the location indicated in the **policy**, for the chosen territorial scope,
 - as a result of **burglary** from a location other than that indicated in the **policy**, provided that the security measures used at that location meet the minimum security requirements specified for property in **buildings or premises**,
 - as a result of **burglary** from a vehicle and **burglary** with simultaneous taking of a vehicle.
- Insurance coverage can only be provided in respect of **electronic equipment** for which the following conditions are met:
 - it was installed at the workstation,
 - the commissioning (trial) tests required by law or manufacturer's guidelines have been carried out and completed successfully,
 - it is operated as intended.
- Insurance coverage is provided for **electronic equipment** while in operation, at rest, and during maintenance, periodic overhaul or related tests, insofar as these activities are carried out at the place of insurance. If maintenance or periodic overhaul requires dismantling, the insurance coverage shall continue uninterrupted during the above-mentioned operations, including on-site relocation and during the immediate subsequent re-assembly.
- With regard to **portable electronic equipment** with a unit value of more than PLN 30,000, the condition for granting protection is to attach to the application a list of the equipment, which should contain at least the following data:
 - the type of equipment and its identification number (serial or registration number),
 - the sum insured for each item.
- WARTA shall be responsible for data, provided such data:
 - is archived on removable data carriers,
 - backups of data and software are stored in a dedicated location outside the room where the insured **electronic equipment** is located.
- At the request of the **Policyholder**, additional clauses may be included in the insurance contract providing coverage for **electronic equipment** against all risks in line with the provisions of Appendix 5 to the GTC.

Exclusions

Article 22

- Subject to Article 6, the insurance coverage does not include **losses**:
 - arising in **replaceable tools and consumables**, unless the **losses** arise from a covered event,
 - for which an identified **third party**: a supplier, manufacturer, seller or service provider (in particular a serviceman, carrier, freight forwarder, subcontractor or third party to whom the **Insured** has hired or leased property), is responsible by law or legal transaction,
 - of a purely aesthetic nature, such as scratches, unless the damage arises from a covered event,
 - arising from:
 - the gradual deterioration of the insured property due to normal wear and tear, continuous use, ageing, corrosion, cavitation, the nature of the subject of insurance, progressive deterioration of parameters, deformation or strain,
 - defects or damage existing at the time of the conclusion of the insurance contract of which the **Insured** knew or could reasonably have known by exercising due diligence,
 - common theft (in excess of the limit indicated in Clause 5M),
 - terrorism, strikes, riots and civil commotion** to an extent or limit greater than that set out in the provisions of Appendix 2 to the GTC,
 - the effects of any kind of computer virus or hacking attack.
- With regard to data and external data carriers, the insurance excluded the following losses:
 - in data which was entered or in any way processed after the **fortuitous event** or which is located exclusively in the central processing unit of the **electronic equipment**,
 - as a result of incorrect programming, labelling or media insertion,
 - due to deletion or loss of data due to magnetic fields.

CHAPTER IV

INSURANCE OF PROPERTY IN TRANSPORT

Scope of insurance

Article 23

- The insurance covers **losses** consisting in loss, damage or destruction of insured property in transport, occurring during the insurance period and being a direct consequence of any **fortuitous event**, unless excluded from WARTA's liability under the provisions of the GTC.
- The insurance coverage begins when loading commences at the place of shipment and ends when unloading is completed at the place of destination, provided that the commencement of loading/unloading operations takes place no more than 12 hours before the start/after the end of the carriage.
- With regard to **loading/unloading** operations, a liability limit per one and all events during the insurance period of 20% of the sum insured shall apply.

Exclusions

Article 24

- Subject to Article 6, WARTA shall not be liable for **losses** caused by:
- size, weight or volume shortages – within the limits of the applicable standards of customary trade loss, established in line with the applicable regulations or recognised practice,
 - natural wear and tear of the insured property or its defects or natural characteristics,
 - the use of inappropriate means of transport, unsuitable for the carriage of a particular type of property or in a poor technical condition – if the carriage was carried out by the **Insured's** own means of transport, or, in the case of professional transport, if the **Insured** knew about it or, having taken all due care, could have known about it,

- 4) improper loading, packaging, securing and stowage of the property on and/or in the means of transport or container – if these operations were carried out by the **Insured** or at the **Insured's** risk,
- 5) in the form of breakage (shattering) or fracture of objects made entirely of glass and constituting **working assets**,
- 6) **loading or unloading** carried out:
 - a) by unqualified persons employed to carry out those activities,
 - b) with equipment which is inoperative or does not have a current technical inspection certificate,
 if the **Insured** was responsible for carrying out those operations or, if those operations were entrusted to other parties, the **Insured** knew or, by exercising due diligence, could have known of the above irregularities,
- 7) **terrorism**.

CHAPTER V INSURANCE AGAINST DOWNTIME

Scope of insurance Article 25

1. WARTA covers additional costs incurred by the **Insured** in connection with disruption or interruption of business at the place of insurance resulting from the occurrence of a **loss** to property for which WARTA is liable.
2. The insurance covers the costs incurred for:
 - 1) transfer of the insured property to and from a replacement **building or premises**,
 - 2) temporary use of replacement **fixed assets**,
 - 3) overtime, work at night and on public holidays,
 - 4) the actions necessary to inform regular customers, including by letter and telephone, of changes to the business,
 - 5) fixed costs i.e. business related expenses for:
 - a) leases, rents and charges for the consumption of electricity, heat, water and gas relating to the insured **building or premises** in which the **loss** occurred,
 - b) basic remuneration of employees under employment contracts,
 - c) loan and lease instalments.
3. For the payment of an additional premium, the scope of insurance may be extended to include lost profit, which is to be understood as the amount of the profit that the **Insured** would have generated during the period of indemnity had **loss** to the insured property and business interruption not occurred.
4. The costs referred to in paragraph 2:
 - 1) are covered up to the liability limit confirmed in the **policy** per one and all events during the insurance period,
 - 2) are verified on the basis of expenditure documented by invoices and contracts.
5. The lost profit as defined in paragraph 3 shall be protected up to the monthly liability limit confirmed in the **policy** per one and all events during the insurance period.
6. The benefit is payable insofar as the **loss** to the property causes downtime of at least 5 working days.
7. The period of indemnity shall be calculated from the date of occurrence of a **loss** causing interruption or disruption of the business activities of the **Insured** until the date on which the property is restored to its original condition and it is technically possible to conduct business activities in the scope prior to the **loss** and shall not exceed 6 months.

Exclusions Article 26

Subject to Article 6, the insurance coverage shall not include business downtime costs incurred by the **Insured** in connection with:

- 1) lack of sufficient funds to restore the damaged property within the shortest possible time,
- 2) decisions of the **Insured** to change the type of business activity or place of business and innovations and improvements introduced during the reconstruction of the damaged property,
- 3) decisions of competent local or state administrative authorities which prevent or delay the restoration of the damaged property or the continuation of the **Insured's** business activity,
- 4) delayed resumption of operations after the **loss** as a result of a decision by the **Insured**,
- 5) bonuses, special allowances and remuneration costs under specific task contracts and commission contracts,
- 6) the acquisition of a new or the repair of a damaged subject of insurance (including costs incurred for the purpose of accelerated/expedited acquisition, restoration or repair),

CHAPTER VI COMMON PROVISIONS FOR PROPERTY INSURANCE

Sum insured / liability limit Article 27

1. The sum insured/liability limit indicated in the **policy** shall be the upper limit of WARTA's liability for the particular type of property/event.
2. The sum insured shall be determined by the **Policyholder**.
3. The sum insured/liability limits shall be reduced by the amount of damages paid.
 - With the agreement of WARTA and upon payment of an additional premium, the sums insured/limits may be topped up to the previous amount.
4. The sum insured should:
 - 1) include VAT where the **Insured** is not a VAT payer,
 - 2) exclude VAT where the **Insured** is a VAT payer.
5. At **gross book value, replacement value or actual value**, the sum insured is determined for:
 - 1) **buildings, structures, premises,**
 - 2) **machinery, plant and equipment,**
 - 3) **electronic equipment.**
6. For other property, the sum insured is determined at:
 - 1) **for buildings under construction** – cost estimate value,
 - 2) **for investment outlays** – the value of expenditure incurred or expected to be incurred during the insurance period,
 - 3) **for working assets** – purchase price or manufacturing cost,
 - 4) **for third-party property** – a value taking into account the degree of technical wear and tear (in pawnshops and pawnbrokers – excluding commission or margin), not higher than the value indicated in the proof of receipt,
 - 5) **for monetary values:**
 - a) cheques – the value shown on the cheques,
 - b) gold, silver, platinum, platinum group metals, precious and semi-precious stones, pearls and products made from these materials – purchase price or manufacturing cost,
 - c) for cash and other monetary values not listed above – nominal value (the nominal value of foreign currencies is translated into PLN at the mean exchange rate announced by the President of the NBP on the date of the contract).
 - 6) **for employee property** – limit of PLN 2,000 per employee during the insurance period,
 - 7) for data (including installed licensed software – system or application software, mass-produced) and external data carriers – costs necessary to restore the insured data and the replacement value of external data carriers, not exceeding the limit (additional, above the sum insured) of 20% of the sum insured for electronic equipment, up to a maximum of PLN 100,000.
- 8) insurance of property in transport – the sum indicated in the **policy**.

Insurance scheme Article 28

1. Depending on the scope or subject of insurance, the insurance contract may be concluded on a **fixed sum or first risk** basis.
2. In the insurance of property against **fortuitous events** (Chapter II):
 - 1) the following categories of property may be insured under the **fixed sum** scheme:
 - a) **buildings, structures and premises or buildings under construction,**
 - b) **machinery, plant and equipment, investment outlays,**
 - c) **working assets,**
 - 2) the following categories of property may be insured under the **first risk** scheme:
 - a) **monetary values,**
 - b) **employee property.**
3. For insurance of property against **burglary and robbery** (Chapter II), all categories of property are covered on the **first risk** basis.
4. In **electronic equipment** insurance against all risks (Chapter III):
 - 1) **electronic equipment** is covered on the fixed sum basis for the entire scope of insurance,
 - 2) **data and external data carriers** are covered under the **first risk** scheme.
5. Property in transport (Chapter IV) is insured on the **first risk** basis, regardless of the category of property insured.
6. Insofar as the wording of the provisions included in the appendices to the GTC does not indicate otherwise, the insurance scheme for an extension/clause shall apply on the **first risk** basis.

Determination of the amount of loss and damages Article 29

1. The amount of **loss** shall be determined as follows:
 - 1) for **buildings, structures, premises, buildings under construction**: the cost of reconstruction or renovation on the same site with the same or the most similar dimensions, structure, type of materials used, technical parameters, including finishing works,
 - 2) for **machinery, plant, equipment and electronic equipment**: the cost of repairing, overhauling, purchasing or manufacturing a new item of the same or the closest similar kind, type, technical characteristics, power and quality.
2. **Technical wear and tear** shall be deducted from the value of the **loss** determined in line with paragraph 1 in the event of:
 - 1) **electronic equipment** insured under Chapter III which is more than 7 years old at the date of the insurance application,
 - 2) property other than that insured under Chapter III, whose **technical wear and tear** at the date of the insurance application exceeds 50%,
 - 3) notwithstanding the provisions of point 1) and 2), when the **Insured** has decided not to repurchase, restore or repair the damaged property, irrespective of the value at which the sum insured has been determined.
3. **Technical wear and tear** in line with paragraphs 2(1) and (2) shall not be deducted in respect of housing communities' property in the case of losses:
 - 1) of up to PLN 50,000,
 - 2) in **building** elements which, in line with the documentation or entries in the building book, have been renovated or replaced within the last 25 years.
4. The basis for determining the amount of loss for the remaining property shall be as follows:
 - 1) in **investment outlays** – the cost of reconstruction or renovation, taking into account the existing dimensions, structure, materials,
 - 2) **working assets** – the cost of repair or cleaning, the purchase price or the cost of manufacture, and, in the case of second-hand property, the value less **technical wear and tear**,
 - 3) **third party property** – the cost of repair or cleaning, or the value reduced by technical wear and tear (in pawnshops and pawnbrokers – net of commission or margin, not higher than the value indicated on the acceptance slip),
 - 4) **monetary values:**
 - a) cheques – the value shown on the cheques,
 - b) gold, silver, platinum, platinum group metals, precious and semi-precious stones, pearls and products made from these materials – purchase price or manufacturing cost,
 - c) cash and other monetary values not listed above – nominal value (the nominal value of foreign currencies is translated into PLN at the mean exchange rate announced by the President of the NBP on the date of the loss).
 - 5) **employee property** – the cost of repair or purchase price less the value of technical wear and tear of 30%,
 - 6) data and external data carriers – necessary costs incurred by the **Insured** within 12 months of the occurrence of the loss in order to restore such data and carriers to the condition from before the **fortuitous event** giving rise to the liability.
 The costs listed above include:
 - a) re-installation or purchase of the lost software if restoration based on the existing licence is not possible,
 - b) automatic input of data or programmes from the data archive,
 - c) automatic or manual input of data from the original documents still available to the **Insured**,
 - d) restoration of destroyed or damaged external data carriers, where it is not necessary to restore the data or if the restoration of the data has not been carried out within 12 months after the occurrence of the loss, WARTA shall only cover the costs of replacing the destroyed or damaged external data carriers with new ones.
5. If the sum insured set for a subject of insurance at the **fixed sum** basis is lower than its value on the day of loss (underinsurance), then the amount of damages determined in line with the provisions of this paragraph shall be reduced in the proportion in which the sum insured for that subject remains to its value on the day of loss, subject to paragraph 6 below.
6. The rule referred to in paragraph 5 above shall not apply:
 - 1) in respect of insurance of property belonging to a natural person not engaged in a business activity,
 - 2) **losses in investment outlays,**
 - 3) in the case of property insured under the **fixed sum** scheme, where the degree of technical wear and tear did not exceed 50%, if the value of the subject of insurance on the day of loss does not exceed 120% of the sum insured of that subject,
 - 4) the value of the loss exceeds the value of the subject of insurance on the day of the loss (total loss),
 - 5) for losses the amount of which, as determined in line with paragraphs 1, 2 and 3 above, does not exceed PLN 50,000.
7. The amount of the loss is increased by the additional covered costs incurred, up to the maximum liability limits indicated in the policy.
8. In the event that the property is underinsured, the costs referred to in paragraph 7 shall be reduced in the same proportion as the damages, i.e. in proportion to the degree of underinsurance of the property.
9. Where the costs referred to in paragraph 7 relate to insured and non-insured property, they shall be paid in such proportion to the overall costs incurred as the value of the insured property bears to the value of the whole property. If it is not possible to determine these values, WARTA shall pay 50% of the costs incurred.
10. The amount of the **loss**:
 - 1) does not include any costs:
 - a) resulting from the lack of spare parts or materials needed to restore an item to its pre-damage condition,
 - b) related to the necessity of implementing provisions of the applicable law concerning the construction and operation of **buildings, structures, machinery and equipment**, which the **Insured** is obliged to incur additionally due to changes in any law,

- c) innovations, modernisation or improvements,
- 2) shall be reduced by the value of the items remaining after the loss which may be intended for further use, processing or sale,
- 3) shall be determined on the basis of prices on the date on which the **loss** occurred.
11. If the sum insured exceeds the actual value of the property on the day of the **loss**, taking into account the type of declared value which is the basis for determining the sum insured (overinsurance), WARTA shall only be liable up to the amount of the loss determined in line with the principles set out in the GTC.
12. If the loss is settled in a foreign currency, the mean exchange rate of the President of the NBP of the date of the loss shall be used to determine the amount of the loss.
13. The amount of loss for insurance of property in transport shall be determined as follows:
 - 1) for property purchased by the **Insured** – the supplier's invoice, but not more than the cost of purchase or repair of a property of equivalent parameters,
 - 2) for other property – in line with the rules set out for **machinery, plant, equipment or working assets** in paragraphs 1-11.
14. The damages shall be determined in an amount corresponding to the amount of loss calculated in line with the provisions of the preceding paragraphs, minus the amount of the **deductible**, in line with the provisions of Article 10.

CHAPTER VII MINIMUM PROPERTY SECURITY REQUIREMENTS

Required security measures Article 30

1. Minimum security required for insurance of property and electronic equipment against all risks:
 - 1) compliance with generally applicable regulations on the protection of property, and in particular with the provisions of the building law, labour law, fire protection, environmental protection, standards for the construction and operation of machinery and technical equipment, and the exercise of technical supervision over them,
 - 2) compliance with the recommendations and requirements of the manufacturers or suppliers of machinery and equipment,
 - 3) all **buildings, structures and premises** together with their security devices are maintained in a good state of repair,
 - 4) all equipment, machinery and plant are in good working order and operated in a manner consistent with their intended use and the conditions specified by the manufacturer,
 - 5) **buildings, premises** are equipped with fire safety devices certified for use in fire protection in line with the applicable legal standards, in compliance with the intended use of the building/ premises,
 - 6) fire safety devices and fire extinguishers shall be subjected to technical inspections and maintenance at the times and to the extent established by law or the manufacturer's recommendations,
 - 7) there is free access to fire extinguishers and fire safety equipment, sources of water for fire-fighting purposes, electricity main switches and gas main taps,
 - 8) taking care of the maintenance of water, steam or liquid supply pipes and equipment and applying appropriate protective measures in time to protect the relevant pipes and equipment from frost.
2. Required minimum anti-theft protection measures for property insurance under Division II:

Property in a civil engineering structure

- 1) the property is located in a building whose structural elements, doors, windows, glazed openings, grilles, roller blinds, shutters and window shutters are in good technical condition, properly installed, constructed and closed so that they cannot be broken or forced open without the use of force or tools,
- 2) keys (including access devices replacing traditional keys, e.g. remote controls, smart cards, magnetic cards) to the insured **premises** are stored in a way that protects them from theft and prevents unauthorised access,
- 3) double-leaf (multi-leaf) doors have one leaf immobilised by means of a bolt at the top and bottom on the inside of the **premises**; glazed doors do not have locks/bolts, which can be opened without a key through a broken hole in the glass,
- 4) a **permanent surveillance** is in place or an **alarm** is installed, and the entrance to the room where the property is kept is protected by a burglar-proof door/blind with a single lock or padlock,
- 5) an electronically controlled access lock operated by a magnetic card, remote control device or biometric reader (e.g. fingerprint or iris scanner) is also considered a lock
- 6) in the absence of **permanent surveillance** or **alarm**:
 - a) the outer door is secured by two locks or padlocks fitted on separate bolts or by a single certified lock (lock and cylinder),
 - b) external glazed openings accessible from the basement, ground floor, outbuildings, balconies and terraces are protected throughout their entire surface area with bars, blinds, burglar-proof shutters, glass with increased resistance to burglary (at least class P2) or shutters with a minimum of one lock or padlock,
 - c) the internal doors are lockable with at least one lock (padlock); the requirement to secure the internal doors shall not apply if they are located behind an external door in a row of rooms to which only the **Insured** and their **employees** have access,
- 7) property in civil engineering structures/premises made wholly or partly of wire mesh, openwork structures, tarpaulins and plastic sheeting (e.g. inflatable structures, tents, foil tunnels) are secured using **permanent surveillance** or by **alarm with monitoring**,

Property in a yard

- 8) the yard where the property is located shall be enclosed, surrounded by a fence, illuminated at night and under 24-hour **permanent surveillance** or **alarm with monitoring** that ensures that patrol and intervention crews are called into action within a maximum of 15 minutes,
- 9) there are no ignition keys left in vehicles that are **working assets** and in **construction equipment**; all security systems in place are operational and the doors are locked using factory-installed locks,

Property in vehicles

- 10) **burglary** from a vehicle or **burglary** with simultaneous taking of a vehicle is only covered if, after the driver has left the vehicle:
 - a) the vehicle is stationary, properly locked using factory-installed locks, the ignition keys are not left in the vehicle,
 - b) in respect of property worth more than PLN 50,000, the vehicle is equipped with an efficient, certified alarm system, activated while the vehicle is stationary, signalling the fact that it has been broken into,
 - c) the property is stored inside a vehicle, within a rigid body structure in the load compartment, in the luggage compartment or in the passenger compartment, in a locked compartment which is an integral part of the vehicle or permanently attached to the rigid elements of the transporting vehicle; these requirements do not apply to **machines, equipment, construction equipment** of unit weight exceeding 500 kg,
 - d) in the case of transport of property with a value over PLN 50,000, between 23:00 and 5:00 hours the vehicle must be parked:
 - i) in a **building** or **premises** meeting the requirements for theft-proofing in line with paragraphs 2(1-7), whereby an automatic garage door is also considered sufficient security for the garage door,
 - ii) outside a **building** or **premises** in an enclosed yard, surrounded by a fence, lit at night and under 24-hour **permanent surveillance** or **alarm with monitoring**,

Monetary values

- 11) **monetary values** must be stored in premises (or yards, when it comes to vending machines) which comply with the security requirements set out above, in devices for storing **monetary values**, which:
 - a) are in a sound technical condition and locked in line with their design, including using all locks,
 - b) in the case of undocumented **resistance classes** and weights up to 300 kg, they must be firmly attached to the floor, wall or other structural element of the **building/premises**,
 - c) with regard to **security containers** for storing **monetary values** which are not permanently attached, as well as steel cassettes, they are kept out of sight (e.g. in a closet, drawer) during the hours when the **premises** are closed,
- 12) the maximum liability of WARTA for **losses in monetary values** is PLN 250,000 per event, subject to the following sub-limits depending on the method of storage/transport:

| Storage/transport of monetary values | Sub-limit: |
|--|-------------|
| burglary related to monetary values at the place of insurance | |
| – in cash registers | PLN 2.500 |
| – in vending machines | PLN 5.000 |
| – in steel cassettes or in burglar-proof containers of burglary resistance class S1 or S2 not firmly attached to the ground, a wall or other structural element of the building/premises in which they are located | PLN 10.000 |
| – in burglar-proof containers of burglary resistance class S1 or S2 firmly attached to the ground, a wall or other structural element of the building/premises in which they are located | |
| in devices for storing monetary values with an undocumented burglary resistance class , i.e. in the absence of documents, certificates or information (in particular on the rating plates of the devices) confirming their burglary resistance class | PLN 100.000 |
| in devices for storing monetary values : – weighing up to 300 kg and firmly attached to the ground, a wall or other structural element of a building/premises in which they are located, or – weighing more than 300 kg, or – with a documented burglary resistance class of 0 or higher | PLN 250.000 |
| robbery of monetary values at the place of insurance | |
| | PLN 100.000 |
| robbery of monetary values in transport | |
| by one transporter | PLN 40.000 |
| by 2 transporters | PLN 60.000 |
| by a transporter, protected by an escort | PLN 150.000 |

Monetary values in vending machines

- 13) in the case of **monetary values** in vending machines within the scope of insurance located on the vehicle service infrastructure site, fixing the machine to the ground or wall of the building and lighting the area at night shall be considered sufficient protection,
- 14) in a situation where the security requirements set out in this paragraph of the GTC are not met, WARTA's maximum liability for burglary related to monetary values shall be set at PLN 3,000 per event and for all events during the insurance period,

Jewellery shops, studios

- 15) in jewellery shops, studios, the following requirements must additionally be met:
 - a) the premises in which the insured property is located are equipped with an **alarm with monitoring** with the possibility of immediate intervention by a security staff at the place of insurance or ensuring that patrol and intervention crews can arrive within a maximum of 15 minutes,
 - b) with regard to gold, silver, platinum, platinum group metals and products made from these metals, precious and semi-precious stones, pearls, jewellery and jewellery products which are located outside **devices for storing monetary values**, a limit of PLN 50,000 is set for **losses** outside devices for storing monetary values,

Transport of monetary values

- 16) transport of **monetary values** should be carried out using a vehicle; transport on foot is only permitted for transport of **monetary values** up to the amount of PLN 30,000 and they should be carried out:
 - a) by the shortest route possible,
 - b) avoiding isolated areas or those considered unsafe,
 - c) without the use of public/mass transport.

Visual inspection Article 31

WARTA reserves the right to carry out a visual inspection, i.e. a check of the security measures and the method of storage of the property at the place of insurance, both prior to the conclusion of the insurance contract and during its term.

SECTION III THIRD PARTY LIABILITY INSURANCE

Subject of insurance Article 32

1. The subject of insurance shall be the third party liability of the **Insured** for losses caused to **third parties** in connection with a business activity specified in the insurance contract and the property held and used for the purpose of such business activity, as well as other property specified in the insurance contract, which the **Insured** is obliged to remedy in line with legal regulations, however not to a greater degree than resulting from the provisions of the GTC and the **policy**.
2. WARTA's insurance coverage includes **events** that occur during the insurance period.
3. The insurance coverage referred to in paragraph 1 shall include the **Insured's** third party liability:
 - 1) in tort, and/or,
 - 2) for non-performance or improper performance of an (contractual) obligation, and arising from the concurrence of these grounds of liability.
4. All **losses** resulting from the same cause, in particular from the same design, manufacturing or user manual error, or from the delivery of a series of products with the same defect, regardless

of the time at which they actually occurred, shall be treated as a single **event** (serial loss) and the time of occurrence shall be deemed to be the time at which the first **loss** occurred. Insurance coverage is provided for all losses in such a series, provided that the first loss occurs during the term of the insurance contract. The **deductible** shall be deducted only once in respect of all losses in the same series.

5. The insurance coverage in respect of activities performed for the **Insured** shall also include the liability of the following persons:
 - 1) members of the management board and the supervisory board or the audit committee of the **Insured**,
 - 2) proxies or legal representatives of the **Insured**,
 - 3) employees of the **Insured**.
 All limitations of insurance coverage, including exclusions from coverage, relating to the **Insured** shall apply mutatis mutandis to persons additionally covered.
6. WARTA shall provide coverage subject to the occurrence of a loss within the scope of the GTC which the **Insured** is obliged to remedy:
 - 1) **bodily injury**,
 - 2) **property loss**,
 - 3) **pure financial loss**, only to the extent set out in clauses 7 OC, 11 OC, 12 OC, 13 OC in Appendix 6 to the GTC.

Insurance options Article 33

1. The following third party liability insurance options are available:
 - 1) STANDARD – covering the **Insured's** liability for the following losses:
 - a) property losses and bodily injury in connection with the possession of property (tort liability), in a situation where the insurance only relates to liability for the letting or possession of immovable property or
 - b) related to the conduct of business activities and the possession of property (liability in tort and contract),
 - 2) KOMFORT – covering the **Insured's** third-party liability related to the performance of activities and possession of property (tort and contractual liability) as well as liability for **losses** related to the marketing of a **product** and arising after the performance of work or services.
2. Without the necessity to pay an additional premium, the scope of insurance additionally covers losses, depending on the selected insurance option and in line with Appendix 3 to the GTC:
 - 1) resulting from gross negligence,
 - 2) related to water and sewerage,
 - 3) arising in connection with the transmission of infectious diseases,
 - 4) in employees' vehicles and personal belongings,
 - 5) in connection with loading or unloading operations,
 - 6) in connection with the use of motor vehicles (including fork-lift trucks) to the extent not covered by the compulsory third-party motor vehicle liability insurance
 - 7) in connection with the organisation of an event not subject to compulsory insurance, including those caused by fireworks or a firework display,
 - 8) caused by subcontractors (subcontractor's third party liability insurance),
 - 9) related to the preparation of medications by pharmacists (pharmacist's third party liability insurance),
 - 10) in connection with the use of lasers in cosmetic treatments (third party liability in laser treatments),
3. At the request of the **Policyholder** and upon payment of an additional premium, the scope of coverage may be extended by additional provisions in line with Appendix 4 to the GTC:
 - 1) Purchase of the deductible,
 - 2) SAFETY PACKAGE – THIRD-PARTY LIABILITY

Territorial coverage Article 34

1. The insurance shall cover the **Insured's** liability for losses occurring in Poland and in other countries of the European Union, Switzerland, Norway, Iceland, Liechtenstein, the United Kingdom, as well as for losses occurring worldwide in connection with business trips made by the **Insured's** employees and their participation in fairs, exhibitions, shows, conferences, etc. The insurance shall also cover the liability for property loss in the premises and their furnishings rented in direct connection with a specific business trip by an employee.
2. In a situation where the **Insured** has marketed a product or rendered a service in the territory of Poland and other countries of the European Union, Switzerland, Norway, Iceland, Liechtenstein, the United Kingdom and at the same time was not aware that the product or the subject of the service would be outside this territory (indirect export), the coverage shall apply worldwide, excluding the USA, Canada and Australia.
3. In third party liability insurance covering a natural person not engaged in a business activity but owning a **building, structure or premises** which are rented or leased to third parties, in part or in whole, for residential or business purposes, insurance coverage is limited to the address of the place of insurance shown in the policy.
4. In the insurance in connection with the organisation of a specific event indicated in the **policy**, the insurance coverage is limited to the territory of Poland.

WARTA's obligations Article 35

To the extent resulting from the insurance contract, WARTA shall:

- 1) investigate the validity of a third party's claim alleging an insured **loss** and provide the necessary support to the **Insured** in connection with that claim, including in respect of a claim which proves to be unfounded,
- 2) pay **legal assistance costs**, insofar as they are incurred with the consent or at the direction of WARTA,
- 3) pay damages within the scope of the **Insured's** liability for losses defined in this Section of the GTC, on the basis of an acknowledgement made or accepted by WARTA, a settlement concluded or accepted by WARTA or a final court decision,
- 4) reimburse the **Insured's** costs incurred after the occurrence of the insurance event in order to reduce the extent of the **loss**, insofar as the measures taken were expedient, even if they proved to be ineffective.

Exclusions Article 36

1. Subject to Article 6, the insurance coverage does not extend to **losses** resulting from or caused:
 - 1) by wilful misconduct on the part of the **Insured's representatives**; knowledge of the offering of a defective **product** or the provision of a defective service is equivalent to wilful misconduct,
 - 2) to persons close to the **Insured** being a natural person (including those running a business or being a partner in a civil partnership),
 - 3) arising from the contractual extension of liability under generally applicable law, including the contractual assumption of liability of a third party, from contractual penalties, administrative penalties, compensation, fines and interest arising therefrom,
 - 4) made under a statutory warranty, quality warranty, consumer claims for contractual non-conformity of goods, claims for performance or proper performance and substitute performance, related to withdrawal from a contract, claims for reimbursement of costs incurred for or in connection with performance of a contract. However, the insurance coverage extends to the liability of the **Insured** for **losses** resulting from the non-performance or improper performance of an obligation,
 - 5) due to **losses** in a **product**, as well as:

- a) claims related to the costs of searching for or recalling the **product** or **product** defects,
 - b) claims related to a decline in sales and financial losses resulting from **product** defects,
- 6) for **losses** caused by a **product** that does not have a valid attestation, certificate or marketing authorisation, if such attestation, certificate or authorisation is required by law, as well as by a defective **product** placed on the market with information about the defect to the extent that the **loss** was caused by a known defect in the **product**,
 - 7) in the subject the work or service performed by the **Insured**, caused by its defect. Moreover, the insurance coverage shall also exclude:
 - a) claims relating to the costs of searching for or rectifying defects in the work or service,
 - b) claims related to a decline in sales and financial losses resulting from defective work or services,
 - 8) flooding by standing or flowing water (e.g. rivers, streams, lakes, ponds, sea),
 - 9) for **losses** in cash, securities, excise stamps, as well as precious metals, precious and semi-precious stones and products made from these materials, documents, designs, plans, archive or collector's items of all kinds, and movable objects that are works of art or antiques,
 - 10) in aircraft or vessels, as well as any **bodily injury** or **property loss** resulting from an accident involving any aircraft or vessel. Coverage shall also exclude losses arising from the activity of ports, shipyards, inland waterway yards and airports, and arising from the operation of airports, as well as activities involving the repair, maintenance, operation, storage of aircraft and vessels,
 - 11) in connection with the performance of any work or services in maritime areas, including fixed and other marine structures (outside the mainland),
 - 12) in connection with liability under the law:
 - a) on preventing and remedying environmental losses (ecological losses),
 - b) on waste,
 - 13) for bodily injuries caused by medicinal products, preparations of human blood or blood products, medical devices (this exclusion shall not apply to pharmacies and dispensaries),
 - 14) in connection with the provision of any medical services or activities or other activities performed for therapeutic purposes, the conduct of clinical trials or other research of a medical nature (however, this exclusion does not apply to veterinary activities),
 - 15) for losses in cargo resulting from non-performance or improper performance of the contract for the carriage of goods or freight forwarding (Road Carrier's Third Party Liability and Freight Forwarder's Third Party Liability insurance),
 - 16) as a result of **terrorism**,
 - 17) for losses arising from the defective performance of activities aimed at the management of municipal, district, provincial and national roads, as well as from the performance of service activities involving maintenance of the aforementioned roads in winter,
 - 18) resulting from a failure to produce an item with agreed aesthetic properties or from the use of elements whose properties differ from those agreed in a contract;
 - 19) related to the infringement of personal rights other than life or health, as well as of copyrights, patents, trademarks or design or utility model protection rights,
 - 20) for losses resulting from conducting a business activity in the sectors listed in Appendix 1 to the GTC.

2. Insofar as the basic scope of insurance has not been extended by additional clauses indicated in the GTC, the insurance coverage does not include claims related to:
 - 1) occupational accidents suffered by the **Insured's** employees,
 - 2) losses to third party movable and immovable property used by the **Insured** on the basis of a hire, lease, loan or similar agreement (tenant's third party liability),
 - 3) **losses** occurring during treatment, repair, servicing or to property in the custody, care or control of the **Insured**,
 - 4) losses occurring outside the territories included in the basic coverage, i.e. the entire world including the USA, Canada and Australia,
 - 5) losses caused by the release of a chemical substance into the air, water or soil (emissions),
 - 6) losses arising in connection with the performance of construction and installation services,
 - 7) losses caused to third parties by a housing community or pure financial losses suffered by a housing community as a result of an act or omission by a member of the management board within the scope of their function,
 - 8) losses related to services involving maintenance of roads, pavements, car parks in the winter,
 - 9) **losses** resulting from defects in the final product created by the combination or mixing of **products** with other products or their further processing and resulting from the necessity to search for, removal, disassembly or exposure of the defective **product** or defects in the **product** or the assembly, fixing or positioning of any other **product** free of defects (removal, replacement),
 - 10) losses resulting from defects in products which have been manufactured, treated or processed with machinery, equipment or parts thereof produced, delivered, assembled or maintained by the **Insured**,
 - 11) **pure financial losses**,
 - 12) bodily injuries arising in connection with the performance of cosmetological treatments.

Supplementary clauses Article 37

1. At the request of the **Policyholder** and against payment of an additional premium, the exclusions indicated in Article 36(2) may be waived by including in the scope of insurance additional clauses indicated in Appendix 6 to the GTC, but only to the extent that this results from the provisions of particular clauses. The parties' agreement to extend the scope of coverage by including any of the additional clauses shall not result in any changes to the provisions of the insurance contract other than those set out in the clause concerned, in particular the remaining conditions, exclusions and limitations of liability set out in the GTC shall apply in full.
2. Extension of the scope of insurance to include the clauses listed in Article 36(2) (9) and (10) shall be possible as long as the insurance contract was concluded based on the KOMFORT Option.
3. The insurance coverage under the additional clause may be provided up to the sum insured or up to the agreed sub-limit. The sub-limit amount of liability shall be chosen by the **Policyholder** and indicated in the policy, but shall not exceed the maximum level resulting from the GTC or indicated in the relevant clause.

Sum assured Article 38

1. Sum assured means the amount stated in the **policy** which is the upper limit of WARTA's liability in a given insurance period, regardless of the number of **insured** or injured persons or the amount of claims made.
2. The sum assured shall be determined per one and all events in the insurance period.
3. The sum assured shall be reduced each time by the amount of the damages disbursed by WARTA, as referred to in Article 35(3), and the amount of the costs referred to in Article 35(2) and (4).
4. The additional clauses extending the insurance contract may provide for a limitation of WARTA's liability within the sum assured (sub-limits). The provisions relating to the sum assured shall apply mutatis mutandis to the sub-limits. Disbursed amounts covered by the sub-limit shall result in a simultaneous reduction in the sum assured.
5. If for the insurance coverage resulting from the additional clause provided for in Appendix 6 to the GTC a quantitative limitation has been reserved by specifying the maximum permissible sub-limit for a given risk, and at the same time the sum assured indicated in the **policy** or the amount of the sub-limit reserved for the same risk is lower than the amount of the maximum sub-limit resulting from the clause, the insurance coverage exists up to the sum assured or the sub-limit indicated in the **policy**.

6. If the **loss** suffered by a third party exceeds the sum assured, the costs indicated in Article 35(2) shall be covered in a part determined by the ratio of the sum assured to the amount of such loss.
7. Paying or making available an amount equal to the sum assured shall release WARTA from the obligation to pay any further benefits.
8. WARTA shall not be liable for any additional costs arising from the **Insured's** failure to agree to WARTA's concluding a settlement or settling the claims of the injured party.

SECTION IV
PERSONAL ACCIDENT INSURANCE

Subject and scope of insurance
Article 39

1. The subject of the personal accident insurance shall be the health and life of the **Insured**, with the scope of coverage resulting from the insurance option selected, as per the table below:

| Scope of coverage: | OPTION I | OPTION II |
|--|----------|-----------|
| death of the Insured due to an accident | ✓ | ✓ |
| permanent health impairment | ✓ | ✓ |
| repair or purchase of orthopaedic items and medical aids | ✓ | ✓ |
| vocational training for the disabled | ✓ | ✓ |
| treatment costs | | ✓ |
| temporary incapacity to work | | ✓ |
| daily hospital benefit | | ✓ |

2. Insurance coverage may be provided for the consequences of **accidents**:
- 1) to a limited extent – at work and on the way to/from work or activities or events organised by the **Insured** in connection with their business,
- 2) in full – at work, on the way to/from work or activities or events organised by the **Insured** in connection with their business and in their private life.
3. Depending on the group of Insured, the contract may cover:
- 1) **employees**, whereby the employer is also considered an employee within the meaning of the Polish Labour Code; the protection also covers employees hired by the **Insured** during the term of the insurance contract, provided that their number does not exceed 50% of the number of employees reported at the conclusion of the contract, and no more than 10 persons,
- 2) participants in activities or events organised by the **Insured**.
4. The scope of the insurance contract of the group referred to in paragraph 3(1) at the request of the **Policyholder** and against payment of an additional premium, may be extended by additional benefits in line with Article 42:
- 1) benefit to support continuity of work,
- 2) benefit to cover contributions and fees,
- 3) doubling of benefits.
5. WARTA shall be liable for the consequences of personal accidents arising from a heart attack and stroke, provided that liability shall be limited to 50% of the sum insured for the type of benefit in question.
6. The insurance coverage also includes the consequences of **personal accidents** arising during competitive sports.

Sum insured
Article 40

1. The sum insured is the amount indicated in the policy, relating to each **Insured** separately, constituting the basis for WARTA to calculate the value of the benefit in the case of an insurance **event**.
2. The liability of WARTA on account of the occurrence of each insurance **event** indicated in the insurance contract is limited to the payment of a benefit in an amount not higher than the sum insured for the occurrence of that **event** indicated in the policy.
3. Regardless of the benefits covered by the insurance contract, WARTA shall reimburse the Insured for the necessary expenses incurred for:
- 1) travelling in Poland by the cheapest means of transport to attend appointments with doctors indicated by WARTA and to undergo clinical observation ordered by WARTA,
- 2) medical examinations ordered by WARTA provided that they were performed in Poland.

Types of benefits
Article 41

1. **The benefit on account of the Insured's death** as a result of a **personal accident** shall be paid in the amount of 100% of the sum insured indicated in the **policy** and shall apply if the **Insured** dies before the lapse of two years of the day of the accident covered.
2. **Permanent health impairment benefit** as a result of a **personal accident**:
- 1) is the product of the percentage of permanent health impairment determined and the sum insured,
- 2) subject to the injuries specified in the table below, where the degree of complexity of the injury is not taken into account when determining the percentage of **permanent health impairment**, the percentage of permanent health impairment is determined by doctors appointed by WARTA on the basis of the Table of standards for the percentage assessment of permanent health impairment of TUIR 'WARTA' S.A. available on the website www.warta.pl,

| Type of injury | % of permanent health impairment |
|---|----------------------------------|
| fracture of the nose | 4 |
| fracture of a permanent tooth (for each tooth) | 1 |
| rib fracture (for each rib) | 2 |
| fracture of the upper limb (without fingers) | 3 |
| fracture of a finger (for each finger) | 1.5 |
| sprain/strain of fingers (for each finger) | 1 |
| fracture of the lower limb (without toes) | 5 |
| sprain/strain of the ankle joint | 2.6 |
| sprain/strain of the knee joint | 4 |
| sprain/strain of the upper limb (without fingers) | 2 |

- 3) the amount of **permanent health impairment** benefit per insurance event cannot exceed 100% of the sum insured as specified in the insurance contract,
- 4) the **Insured's** occupational speciality shall not be taken into account when determining the percentage of **permanent health impairment**,
- 5) in the case of prolonged treatment, the percentage of **permanent health impairment** shall be determined latest 24 months of the date of the **personal accident**;
- 6) in the case of loss of or damage to an organ or a system whose functions were impaired before the accident as a result of a disease or a permanent health impairment, the percentage of permanent health impairment resulting from the accident is determined as the difference between the extent of health impairment after the accident and the condition before the accident.
3. **Benefit for the repair or purchase of orthopaedic appliances and aids:**
- 1) reimbursement of the costs of repair or purchase of orthopaedic appliances and aids incurred in the territory of Poland in connection with a personal accident shall be based on delivered receipts and on the condition that the repair/purchase was ordered by a doctor and took place within two years from the date of the personal accident,
- 2) WARTA shall be obliged to pay a benefit in the amount of the costs incurred, within the limits of the sum insured.
4. **Vocational training benefit for disabled persons:**
- 1) Costs of vocational training for the disabled shall be reimbursed provided they were incurred as a result of a personal accident and on the territory of Poland within a period of not more than 2 years of the accident,
- 2) WARTA shall be obliged to pay a benefit in the amount of the costs incurred, within the limits of the sum insured.
- 3) These costs shall be reimbursed to the Policyholder or the Insured, depending on who incurred the costs,
5. **Benefit for temporary incapacity to work:**
- 1) the amount of the benefit is the number of days of temporary incapacity to work multiplied by the amount of the daily benefit,
- 2) temporary incapacity to work is the temporary inability of the **Insured** to perform an activity generating income or remuneration under a contract of employment, a freelance or any other contract, as certified by an authorised doctor and confirmed by a medical certificate issued in line with the applicable legislation. For those under the age of 26 who are pursuing a full-time course of study, the protection also extends to temporary incapacity to study, which is understood to mean temporary inability to participate in all educational activities – exemption from physical education classes only is not regarded as temporary incapacity to study,
- 3) The benefit shall be paid in the case of temporary incapacity to work as a result of a personal accident, from the 1st day of such incapacity to work – in the case of hospital treatment, or from the 15th day of such incapacity to work – in the case of out-patient treatment, for a maximum period of 90 days of the date of the accident, in the amount of 0.5% of the sum insured, not more than PLN 200 per day,
- 4) WARTA reserves the right to withhold payment of the temporary incapacity benefit if the Insured was working or participating in educational activities while receiving the benefit.
6. **Hospitalisation benefit:**

- 1) the amount of the benefit is the product of the days of stay in **hospital** and the amount of the daily benefit,
- 2) the benefit is provided in the event of a hospitalisation of the **Insured** on the territory of Poland, lasting continuously for at least 2 days and resulting from a personal accident. Within the meaning of these GTC, a day of hospitalisation shall mean a calendar day on which the Insured stayed in hospital, irrespective of how long their stay lasted on that day, the first day being the day of registration and the last day being the day of discharge from hospital,
- 3) a daily hospital benefit is paid for a maximum period of 90 days, in the amount of 0.5% of the sum insured, not more than PLN 200 per day,
- 4) the payment of the benefit shall be conditional upon WARTA receiving a certificate confirming the Insured's hospitalisation issued by the hospital,
- 5) consecutive periods of hospitalisation due to the same accident shall be considered as a consequence of one personal accident and shall be cumulative,
7. **Personal accident medical expenses benefit:**
- 1) reimbursement of costs, which are considered to be: hospitalisation and treatment, medical visits, examinations, procedures, rehabilitation and operations (including plastic surgery to remove disfigurement and mutilation of the **Insured's** body surface), as well as the purchase of necessary medicines and dressing materials prescribed by the doctor,
- 2) payment is made on the basis of delivered receipts and proof of payment, provided that the costs were incurred in Poland and within a period not longer than 2 years of the date of the occurrence of the accident and were not covered by social insurance or another insurance contract, up to a maximum limit of 30% of the sum insured and no more than PLN 15,000.

Additional extensions of insurance coverage
Article 42

1. **Benefit to support continuity of work.**
- 1) If an employee of the Insured suffers a personal accident covered by the insurance, as a result of which they are unable to work for a period of at least 30 days or the employee dies, WARTA shall cover the cost of hiring a replacement employee in the amount of PLN 500 for each day of the employee's incapacity to work for a maximum of 3 months, and in the event of death, a one-off payment for the entire indemnity period in the amount of 50% of the sum insured and no more than PLN 25,000.
- 2) The indemnity period is calculated from the first day of documented incapacity to work as a result of a personal accident.
- 3) The benefit is payable once during the insurance period and is paid to the **Insured** – employer.
2. **Benefit to cover contributions and charges**
- 1) If the **Insured** suffers an **insured personal accident** as a result of which they are incapacitated to work for a period of at least 30 days and there is an interruption in the running of their business, WARTA shall cover the benefit on account of fixed charges and contributions: social and health insurance, lease payments, rents, interest on loan and lease instalments and other fixed charges.
- 2) The indemnity period is a maximum of 3 months, calculated from the first day of documented incapacity to work as a result of a personal accident.
- 3) The benefit is payable once during the insurance period in the amount of PLN 5,000 for each month of incapacity to work and is paid to the **Insured** – employer.
3. **Doubling of benefits**
- If the **Insured** suffers a **personal accident** during the course of their work, which results in permanent health impairment as defined in the table in Article 41(2) or the death of the **Insured**, the benefit payable shall be increased by 100%.

Exclusions
Article 43

Subject to Article 6, WARTA shall not be liable for the consequences of **personal accidents** arising from:

- 1) diseases, recurrent joint dislocations (dislocations occurring for no particular reason, e.g. during sleep or as a result of loads that do not normally cause dislocations),
- 2) attempted or committed suicide or wilful self-mutilation by the **Insured**,
- 3) participation of the **Insured** in strikes, riots, fights (except when in necessary (self)defence), civil commotion, protest actions, roadblocks, acts of terrorism, sabotage or similar acts of civil unrest,
- 4) the Insured's attempt to commit or commission of a criminal offence,

- 5) bodily injury caused by medical treatment and procedures, regardless of by whom they were carried out,
- 6) the **Insured's participation in high-risk sports and professional sporting activity.**

SECTION V ASSISTANCE SERVICES

Subject and scope of assistance services Article 44

1. The subject of the assistance insurance is the organisation and coverage of benefits in respect of:
 - 1) TECHNICAL ASSISTANCE,
 - 2) MEDICAL ASSISTANCE.
2. Assistance services shall be provided for the benefit of the **Insured** and, in the case of paragraph 1(2), also for the benefit of the **Insured's representative** and the **Insured's employees**.
3. The place of provision of the assistance service is the territory of Poland. In the case of TECHNICAL ASSISTANCE, the scope of action shall be limited to the place of insurance indicated in the **policy**.
4. To use a service other than related to obtaining information, it is necessary to notify the event to the Customer Service Centre (COK).

Technical assistance Article 45

1. The service is triggered in the case of a **fortuitous event** covered by the STANDARD, KOMFORT, KOMFORT PLUS property insurance or all-risk electronic equipment insurance as long as there is a risk of loss occurrence and/or increasing.
2. With the application of the supplementary provisions in line with paragraph 3, the TECHNICAL ASSISTANCE service shall include the following:
 - 1) paying the costs of travel, specialist labour and materials, limited only to: lock inserts, hinges, adhesives, screws, mounting foams, silicones, connection hoses and vapour barrier films (paragraph 3(1)),
 - 2) arranging and paying travel and labour costs of a cleaning crew and the costs of cleaning products when the place of insurance needs to be cleaned following a **fire or flooding fortuitous event** (paragraph 3(6)); the service does not include the costs of purchasing cleaning machines and equipment,
 - 3) arranging and paying the costs of the **Insured's** travel from their place of residence in Poland to the place of loss in a situation when, at the time of a **fortuitous event**, they are away from the place of insurance and their presence at the place of the loss is necessary. Transportation of the insured shall be carried out by bus or train (first class). Where the distance is greater than 350 km, transport by air shall be acceptable. The means of transport shall be chosen by the COK (paragraph 3(6)),
 - 4) access to a service provider helpline (paragraph 3(9)).
- 5) in the case of activation of an equipment repair service or IT support service for **Microsoft Office computer software**, resulting in the inability to use the equipment, WARTA shall arrange for assistance:
 - a) by contacting an IT specialist by telephone to provide instructions on the technical problem reported. If it is not possible to solve the problem by telephone, WARTA shall organise and cover the costs of the IT specialist's travel and labour to the customer, b) to repair the equipment and shall cover the costs of the specialist's travel (office equipment service technician) and labour. If the equipment cannot be repaired at the place of insurance, WARTA shall organise transport and cover (similarly as in the case of on-site repair) the costs of repairing the equipment at an authorised service centre.
3. The scope, limits of liability per event and the maximum number of events to be covered under TECHNICAL ASSISTANCE liability for each benefit are set out in the table below:

TECHNICAL ASSISTANCE

| SCOPE OF THE SERVICE | Limit per event (PLN) | Limit of events during the insurance period (maximum) |
|---|-----------------------|---|
| 1) Specialist assistance at the place of insurance – the scope of coverage includes the costs of travel, labour and materials used to provide the service in line with paragraph 2 in respect of a specialist (i.e. locksmith, plumber, electrician, roofer, bricklayer, carpenter, glazier, heating and air-conditioning equipment technician, alarm equipment technician, office equipment service technician, including IT technician, painter, tiler, flooring technician appropriate to the type of damage in order to carry out repairs in connection with a fortuitous event in order to remove a failure or to open a door in an emergency situation, including: <ol style="list-style-type: none"> a) a failure of the alarm system installed at the place of insurance resulting in the activation of sirens emitting light or sounds which the Insured is unable to switch off by themselves, b) inability to open the front door leading to the insured premises due to a loss of keys, slamming or damage to the lock. | 2.000 | 3 |
| 2) Transport of salvaged property , i.e.: arranging and paying the costs of transporting the salvaged property to the Insured's designated storage location and from the Insured's designated storage location to the place of insurance or other place of business resumption, provided that the salvaged property can be loaded onto a truck with a capacity of up to 3.5 tonnes. | 2.000 | 2 |
| 3) Storage of property , i.e.: covering the cost of storage of the salvaged property at a location designated by the Insured . | 2.000 | 2 |
| 4) Property surveillance – i.e. organising and covering the costs of hiring a security guard employed by a specialist security company for up to 72 hours. | 3.000 | 2 |
| 5) Cleaning up after loss – WARTA arranges and covers the cost of travel and labour of a cleaning crew and the cost of cleaning products following a fortuitous event in the form of fire or flooding. | 600 | 1 |

| | | |
|--|------------------------|------------------------|
| 6) Return of the Insured . If, at the time of the occurrence of a fortuitous event , the Insured is outside the place of insurance and their presence at the place of the loss is necessary, WARTA shall organise and cover the costs of the Policyholder's travel from their place of stay in Poland to the place of the loss. The means of transport shall be chosen by the Customer Service Centre (COK). | 2.000 | 2 |
| 7) Repair of office equipment , i.e.: photocopier, printer, scanner, document shredder, desktop computer with monitor, laptop, gas and electric cooker, fridge-freezer, freezer, dishwasher, which were purchased by the Insured as brand new equipment and which are used at the place of insurance for business purposes, as a result of damage preventing proper use of the equipment which is not caused by direct human intervention. | 1.000 | 2 |
| 8) IT software assistance , i.e.: in connection with damage to or malfunction of Microsoft Office computer software preventing the correct and intended use of this software and hardware. | Unlimited by telephone | Unlimited by telephone |
| 9) Service provider hotline – the scope of services includes providing telephone information about companies providing the following services: locksmiths, plumbers, electricians, roofers, glaziers, carpenters, bricklayers, painters, tile layers, floor layers, as well as service and repair of appliances and heating and air conditioning systems. | Unlimited by telephone | Unlimited by telephone |

Medical assistance Article 46

1. In the event that the **Insured/Insured's employee** suffers from a sudden disease in Poland, at the place of business, at the place of work or during a business trip, understood as a sudden medical condition endangering the life or health of the Insured, requiring immediate medical attention, in connection with which it is necessary to undergo treatment, or a personal accident, WARTA shall provide one or more of the following benefits:
 - 1) doctor's visit,
 - 2) transport of the insured,
 - 3) nurse's visit,
 - 4) home nursing care,
 - 5) home assistance after hospitalisation,
 - 6) arrangement of the rehabilitation process,
 - 7) supply of medicines and rehabilitation equipment,
 - 8) travel of a person substituting for an employee on a business trip,
 - 9) medical helpline.
2. The scope, liability limits per event and the maximum number of events to be covered under MEDICAL ASSISTANCE for each benefit are set out in the table below:

MEDICAL ASSISTANCE

| SCOPE OF THE SERVICE | Limit per event (PLN) | Limit of events during the insurance period (maximum) |
|---|-----------------------|---|
| 1) Doctor's visit – arranging and covering the costs of doctor's travel and fees for a visit to the place of stay of the Insured/Insured's employee or arranging and covering the costs of a medical consultation at a medical facility. | 500 | 5 |
| 2) Transport of a sick person – arranging and paying the costs of the Insured's/ Insured's employee's transport from the place of stay to the appropriate medical facility by a means of transport recommended by an authorised doctor, or from the medical facility to another medical facility, in a situation where the facility where the Insured/Insured's employee is staying does not meet the requirements of treatment appropriate to their state of health and in the event they are referred for specialist examination or surgery at another medical facility, as well as from the medical facility to the place of residence, if the stay in hospital exceeds 5 days. | 1.000 | 5 |
| 3) Nurse's visit – in the case of medical indications, arranging and paying the costs of nurse's travel and fees only at the place of stay of the Insured/Insured's employee . | 300 | 5 |
| 4) Home nursing care for 48hrs – arranging and covering the costs of nurse's travel and fees to care for the Insured/employee who has suffered a personal accident or suffered from a sudden disease and has been in hospital for a minimum of 3 days. | 500 | 5 |
| 5) Home assistance for 3 days – arranging and covering the costs of hiring a domestic assistant to assist the Insured/Insured's employee in daily household tasks (minor shopping, minor cleaning, meal preparation – the cost shall be borne by the Insured/Insured's employee) provided that the Insured/employee has been in hospital for a minimum of 3 days. | 500 | maximum 3 |
| 6) Arrangement of the rehabilitation process – arranging and paying the costs of rehabilitation recommended by a doctor in connection with a personal accident occurring during the insurance period. | 700 | maximum 2 |

| | | | |
|----|--|------------------------|------------------------|
| 7) | Supply of medicines and rehabilitation equipment – arranging and paying the costs of delivery of medicines and minor rehabilitation equipment prescribed by a doctor to the Insured's/Insured's employee's place of residence when, as a result of an accident at work or a sudden disease, they must stay in bed, as confirmed by a medical certificate, provided that the cost of medicines or equipment is covered by the insured person. | 200 | maximum 2 |
| 8) | Travel of a person substituting for an employee on a business trip – paying the costs of a person nominated by the Insured to travel to the place where another employee has suffered a personal accident and is unable to carry out business duties. | 500 | maximum 2 |
| 9) | Medical hotline provides 24-hour telephone access to: a) a conversation with the COK doctor, who will, to the best of their knowledge and ability, provide the Insured verbally with information on the further course of action, b) information about medicines, their effects, interactions with other substances, contraindications, dosage, their substitutes. A telephone call with a COK doctor and the information about medicines is not meant to provide a diagnosis or treatment. | Unlimited by telephone | Unlimited by telephone |

Exclusions Article 47

- Subject to Article 6, irrespective of the scope of the assistance services, WARTA:
 - shall not organise or pay the costs of hardware maintenance and computer configuration services,
 - as part of the equipment repair service, WARTA shall not organise or pay the costs of services for equipment covered by the manufacturer's warranty and when it is not possible to repair the equipment due to unavailability of new spare parts necessary for repairing the equipment.
- Moreover, the following services are excluded from the assistance services:
 - related to the repair of equipment and resulting from:
 - improper use or use noncompliant with the user manual (including the use of voltages higher than those specified for a given model), storage or maintenance of equipment,
 - use of equipment that does not comply with safety regulations,
 - improper installation or installation noncompliant with the user manual, repairs, alterations, fine-tuning or structural changes made by the **Insured**,
 - relating to damage, the repair of which is the responsibility of the administrative services or of the technical, energy, water and sewerage and gas emergency services,
 - of an electrician or heating appliance and installation technician, relating to damage to light bulbs, signal lights, extension cords, etc.,
 - related to the repair of defects that appeared before the occurrence of the insurance event covered, including defects for which the manufacturer is liable,
 - related to the repair of office equipment older than 7 years,
 - covering the purchase of medicines, dressings and other medications as well as rehabilitation equipment,
 - related to diseases: chronic and mental diseases and their exacerbations.
- In the assistance insurance, WARTA shall not be liable for delays or inability to provide assistance services if this is caused by force majeure events, such as: strikes, social unrest, riots, acts of terrorism, sabotage, hostilities, state of emergency, effects of radioactivity, as well as restrictions in movement resulting from decisions of administrative authorities, failure of telecommunications equipment.
- If the circumstances referred to in paragraph 3. occur, WARTA shall refund the documented costs incurred by the **Insured** up to such an amount as if it organised the assistance services itself.
- Subject to paragraph 4 WARTA shall not be liable for events and costs when the Insured acted without first consulting the COK. The medical information and the telephone conversation with a COK doctor are not diagnostic or therapeutic in nature, and cannot be treated as a basis for a claim against the doctor who provided it or against WARTA.
- WARTA shall not arrange assistance services if it is necessary to call an ambulance due to a threat to the life or health of the Insured. The COK, upon discovering the circumstances indicated in the preceding sentence, may call an ambulance if the Insured's state of health prevents them from carrying out this action themselves.
- WARTA shall not pay the costs of assistance services if they have been covered under the national health insurance.

Procedure in the case of an event covered by the assistance service Article 48

- In the event of a loss, the **Insured** must contact the COK by telephone at the number shown on the **policy**.
- The notifying person shall provide all information necessary to organise assistance within the scope of the services provided, in particular data allowing identification of the Policyholder and/or the **Insured** (Tax ID, REGON (Statistical ID) or policy number) and a brief description of the event and type of assistance needed.

APPENDIX 1 LIST OF ACTIVITIES (IN LINE WITH THE POLISH CLASSIFICATION OF BUSINESS ACTIVITY, PKD) NOT COVERED UNDER THE GTC OF WARTA EKSTRABIZNES PLUS

| No. | PKD | Description of activities | Scope | |
|-----|------------------------------|---|-------------------|-----------------------|
| | | | Property | Third party liability |
| 1 | 01 | Crop and animal production, hunting and related service activities | 01.47, 01.70 ✓ | 01.70 – ✓ |
| 2 | 02 | Forestry and logging | ✓ | |
| 3 | 12 | Manufacture of tobacco products | ✓ | ✓ |
| 4 | 15.20 | Manufacture of footwear | ✓ | |
| 5 | 16 | Manufacture of wood and of products of wood and cork, except furniture; manufacture of articles of straw and plaiting materials | ✓ | |
| 6 | 20 | Manufacture of chemicals and chemical products | ✓ | |
| 7 | 20.51 | Production of explosives | ✓ | ✓ |
| 8 | 22 | Manufacture of rubber and plastic products | ✓ | |
| 9 | 24.46 | Processing of nuclear fuel | ✓ | ✓ |
| 10 | 25.40 (2007) 25.30 (2025) | Manufacture of weapons and ammunition | ✓ | ✓ |
| 11 | 31 | Manufacture of furniture | ✓ | |
| 12 | 32.91 | Manufacture of brooms, brushes and paintbrushes | ✓ | |
| 13 | 35 | Electricity, gas, steam, hot water and air conditioning supply | ✓ | |
| 14 | 36 | Water collection, treatment and supply | ✓ | ✓ |
| 15 | 37 | Waste water collection and treatment | ✓ | ✓ |
| 16 | 38 | Waste collection, treatment and disposal activities; materials recovery | ✓ | ✓ |
| 17 | 39 | Remediation activities and other waste management service activities | | ✓ |
| 18 | 86.10 | Hospital activities | | ✓ |
| 19 | 86.90 (2007) 86.92 (2025) | Ambulance service activities | | ✓ |
| 20 | 91 | Archives, museums and other cultural activities | ✓ | |

✓ - means that the sector is excluded from the coverage

Vice-President of the Management Board


Jarosław NIEMIROWSKI

President of the Management Board


Jarosław PARKOT

APPENDIX No. 2 BENEFITS PACKAGE – PROPERTY

Without prejudice to the other provisions of the GTC and other provisions of the insurance contract not modified by this appendix, it is agreed that in the event of concluding a property insurance contract, the following extensions of coverage shall apply without the need to pay an additional premium:

Costs of rescue and related to the loss Article 1

- WARTA confirms that, within the limits of the sum insured, the damages will cover the following documented costs incurred in connection with insured fortuitous events:
 - costs of a rescue operation**
resulting from the application of all available measures to mitigate the insured loss and to protect the directly endangered insured property against such loss, where such measures were expedient, even if they proved to be ineffective,
 - costs of removing the remains of the loss**
including the costs of removal of unusable parts, their storage or disposal (including those constituting **working assets** in pharmacies), provided that the **Insured** is obliged to carry out those operations) – however not exceeding the limit of 10% of the **loss** value,
 - costs of experts**
appointed by the **Insured** with the consent of WARTA in order to establish the circumstances of the event or the amount of the **loss** – however not exceeding the liability limit amounting to 10% of the amount of the **loss**, not more than PLN 50,000,
 - overtime costs**
costs of working at night, on bank holidays and costs of express freight (including airfreight) incurred in Poland as long as such costs were incurred in order to accelerate the repair, purchase or reconstruction of the insured property in connection with the **loss** – however not exceeding the liability limit amounting to 10% of the **loss** amount, not more than PLN 50,000,
 - costs of searching for the cause of the loss**
costs incurred to determine the element whose damage or defect was the direct cause of the loss and to remove the effects of the search (to restore the element to the initial condition) – up to the limit of 10% of the sum insured of the property, not more than PLN 20,000,
 - costs of restoring documentation:**
 - labour costs incurred to restore paper documents, arising as a result of loss in the insured property, in connection with the occurrence of a **fortuitous event** for which WARTA is liable, and in the case of documents stored on electronic data carriers, the costs of transferring data from back-up copies or the cost of manually inserting data from source documents provided by the **Insured** (including documents used as a basis for obtaining reimbursement of reimbursable medicines sold by a retail pharmacy). If it is not necessary to restore documents or if the restoration of documents has not been carried out within 12 months after the occurrence of the **loss**, WARTA shall only cover the costs of replacing the destroyed or damaged external data carriers with new ones,
 - the coverage is valid up to the liability limit of 10% of the **loss** amount, not more than PLN 50,000,
 - paper and electronic documentation created by the **Insured** for the use by **third parties** and provided by **third parties**, shall be excluded from the coverage; the above shall not apply only to documentation used as a basis for reimbursement by retail pharmacies.
- The extensions under paragraphs 1(5) and (6) shall not apply to insurance of property in transport – Chapter IV.

Waiver of the right of recourse Article 2

Contrary to the provisions of Article 11 of the GTC, it is agreed that WARTA shall, within the scope of the insurance specified in Chapters II and III, waive recourse claims against the owner of the **building** or **premises** if such a solution was imposed on the **Insured** as the user of the **building** or **premises** in the contract on the basis of which they use such **building** or **premises**.

Automatic coverage of new investments Article 3

- With regard to insured **fortuitous events**, WARTA shall provide automatic coverage under the insurance set out in Chapters II and III for fixed assets that are acquired during the insurance period or whose value increases as a result of modernisation or investment.
- Automatic insurance coverage shall be granted provided that the property is dedicated to and used for the business activity declared in the application at the conclusion of the insurance contract and indicated in the **policy**.
- WARTA's liability shall commence from the date of completion of modernisation or investment, from the date the property is entered in the fixed assets register or from the date the risk of accidental loss (destruction, damage) of the property is transferred to the **Insured**, depending on which of the above situations occurs first.
- The value of property taken for automatic coverage during the insurance period is limited to 10% of the sum insured of the subject of insurance (valid as of the day of conclusion of the insurance contract), not more than PLN 1,000,000.
- Depending on the insurance scheme in line with Article 28 of the GTC, WARTA's liability shall be limited to:
 - for **fixed sums** – the sum insured for **fixed assets** as indicated in the **policy**, increased by the limit resulting from paragraph 4,
 - for the **first risk** – the sum insured (limit) indicated in the **policy**.

Automatic coverage of new places of insurance Article 4

- With regard to insured **fortuitous events**, WARTA shall provide automatic coverage under the insurance set out in Chapters II and III, for new places of insurance (other than those indicated in the **policy**) on the territory of Poland where the **Insured**, after the commencement of the insurance period, starts permanent business operations.
- Automatic insurance coverage shall be granted provided that:
 - the new place of insurance is secured in line with the provisions on minimum property security requirements set out in the GTC,
 - the business activity carried out at the new place of insurance is the same as that declared in the application at the conclusion of the insurance contract and indicated in the **policy**.
- WARTA's liability shall commence from the date business activities are started at the new location.
- The value of property covered with automatic coverage during the insurance period in new places of insurance is limited to an amount corresponding to 10% of the total sum insured/liability limit of the property in a given Chapter, as of the date of conclusion of the insurance contract.
- In addition to the exclusions provided for in other provisions of the GTC, the insurance coverage does not include losses arising:
 - during the **Insured's** participation in exhibitions, fairs, shows, etc.,
 - at locations other than those of permanent business operations.

Minor repair or assembly work Article 5

- WARTA confirms that under the insurance set out in Chapters II and III, insurance coverage is provided for the property in respect of covered **fortuitous events** occurring in the course of **minor construction, repair or assembly work** up to the full sums insured.

- At the same time, an additional limit of WARTA's liability is established in the amount of 20% of the total sum insured of the property, not more than PLN 250,000, for the value of works and materials used to carry out the works mentioned in paragraph 1, which are the property of the **Insured** or are not yet the property of the **Insured**, but have been completed in the process of investment (at the risk of the **Insured**)
- The insurance shall not cover **losses** arising from:
 - carrying out **minor construction, repair or assembly work:**
 - on behalf of **third parties**,
 - carried out contrary to the design, architectural plans; the use of inappropriate or defective materials, design errors or faulty workmanship,
 - assembly of **machinery, plant or equipment** or their commissioning not carried out in line with the manufacturer's or supplier's instructions,
 - inadequate protection of property from the effects of the work carried out,
 - burglary or robbery**,
 - construction disaster**.

Terrorism, strikes, riots, and commotions Article 6

- WARTA confirms insurance coverage for property under Chapters II and III with respect to the events of **fire, explosion, aircraft fall, vehicle impact** and **rescue operations** conducted in connection with these **fortuitous events** which are a direct consequence of **terrorism, strikes, riots and commotions**.
- The maximum liability limit is PLN 3,000,000, however not more than 10% of the sum insured of the property.

**APPENDIX No. 3
BENEFITS PACKAGE
THIRD PARTY LIABILITY**

Article 1

Without prejudice to the other provisions of the GTC and other provisions of the insurance contract not modified by this appendix, it is agreed that in the event of concluding a third party liability insurance contract, without the need to pay an additional premium, the scope of insurance coverage, depending on the insurance option selected, shall include the following losses:

| | STANDARD | | KOMFORT |
|--|------------------------------------|------------------------------------|---------------------------|
| | Article 33 paragraph 1(1) point a) | Article 33 paragraph 1(1) point b) | Article 33 paragraph 1(2) |
| 1) resulting from gross negligence | yes | yes | yes |
| 2) related to water and sewerage | | | |
| 3) arising in connection with the transmission of infectious diseases | | | |
| 4) in employees' vehicles and personal belongings | | | |
| 5) in connection with loading or unloading operations | | | |
| 6) in connection with the use of motor vehicles (including fork-lift trucks) to the extent not covered by the compulsory third-party motor vehicle liability insurance | | | |
| 7) connected with the organisation of an event which is not a mass event (event third party liability) | | | |
| 8) caused by subcontractors (subcontractor's third party liability insurance) | | | |
| 9) related to the preparation of medications by pharmacists (pharmacist's third party liability insurance) | | | |
| 10) in connection with the use of lasers in cosmetic treatments | | | |

Article 2

Unless otherwise agreed as part of the sum assured, the scope of coverage, depending on the insurance option chosen, shall include the following losses:

- 1) resulting from gross negligence,
- 2) plumbing, including backflows,
- 3) arising in connection with the transmission of infectious diseases,
- 4) in **employees'** vehicles and personal belongings not used for business purposes,
- 5) caused in the course of loading or unloading operations, but only to the surrounding property e.g. vehicles, buildings,
- 6) arising in connection with the ownership and use, in the course of the insured activity, of vehicles, to the extent that they are not covered by the compulsory insurance scheme, but excluding the following losses:
 - a) caused by a person not qualified to drive or operate a vehicle, unless this did not affect the occurrence of the loss,
 - b) arising in connection with the ownership, driving, use or operation of rolling stock, trams or quads,
- 7) in connection with the organisation by the **Insured** of an event not subject to compulsory third party liability insurance for the organiser of mass events in line with the applicable legislation (**event third-party liability**), including those caused by fireworks or a fireworks display,
- 8) caused by third parties with the help of whom the **Insured** has performed activities as part of its business and for whom the **Insured** is liable under the relevant legal regulations (**third party liability for sub-contractors**),
- 9) arising in connection with the preparation and dispensing of prescription medicines in the course of business as a pharmacy (**pharmacist's third party liability**), with the exception of losses arising:
 - a) as a result of a deliberate breach by the **Insured** of the applicable legal provisions,
 - b) as a result of using ingredients or materials to manufacture prescription medicines which the **Insured** knew or should have known to be harmful or unapproved.
- 10) in connection with the use of lasers in cosmetic treatments use of a laser in cosmetic treatments (**Laser Third Party Liability**) up to the sub-limit of liability of 50% of the sum insured, not more than PLN 100,000 per one and all events. In addition to the exclusions in Article 6 and Article 36, WARTA shall not be liable for following losses:
 - a) caused by a laser not being used for its intended purpose or being used by a person who is not qualified to carry out such treatments,
 - b) suffered by injured parties who should not have undergone a **cosmetic treatment** with the use of laser radiation due to medical contraindications (e.g. due to a medical condition).

**APPENDIX 4
SAFETY PACKAGE**

At the request of the **Policyholder**, and against payment of an additional premium, the insurance contract may be extended with the following additional provisions, which take precedence over the other provisions of the GTC and which introduce an extended scope of insurance coverage as compared to the GTC:

**Purchase of deductible
Article 3**

As part of the insurance contract, WARTA confirms:

1. a 50% reduction in the **deductible** in respect of:
 - 1) in property insurance:
 - a) clauses 11M, 12M, 13M, 14M,
 - b) Article 10(6) of the GTC (**electronic equipment**),
 - c) Article 10(7) of the GTC (cargo in transport – **loading, unloading**),
 - 2) in third party liability insurance, clauses – 3 OC paragraph 5, 6 OC, 13 OC
2. reduction of the **deductible** for the remaining insurance coverage to PLN 0.

**Safety package – property
Article 4**

WARTA confirms the following coverage extensions under the property insurance:

1. **No declaration of the subject of insurance**
 - 1) Up to the limit of 20% of the total sum insured of the property, not more than PLN 20,000, WARTA confirms additional insurance coverage in respect of **buildings, structures, premises, machinery, plant, equipment, investment outlays, working assets, monetary values**, which at the same time:
 - a) have not been declared by the **Policyholder** for insurance,
 - b) are at the place of insurance at the address shown in the **policy**,
 - c) are not subject to exclusion under the GTC,
 - 2) Coverage is provided only in respect of the **fortuitous events** that are confirmed in the **policy**, but not to a greater extent than under the provisions of Chapters II and the clauses relating to the subjects of insurance in line with point 1).
2. **Adjustment of the sums insured**
 - 1) WARTA confirms that in a situation where, as of the date of the loss, for the subjects of insurance declared for coverage on the **fixed sum** basis, the total sum insured is higher than their value, the surplus arising shall be transferred to those subjects of insurance that are underinsured in line with the provisions of Article 29(5),
 - 2) The extension shall only apply to coverage under Chapter II and the subjects of insurance declared in the **policy**.
3. **Security at external locations, at employees' premises and during business trips**
 - 1) With regard to the declared subjects of insurance, the chosen range of fortuitous events and the applicable insurance scheme, the coverage for property located in Poland shall be extended to:
 - a) locations where the **Insured**, as at the commencement date of the insurance period, already carries out business activities identical to those declared in the application and secured in line with the minimum security requirements in Article 30 of the GTC, but has not declared the property in that location for coverage,
 - b) dwellings of the **Insured's employees and representatives** and hotels where property is used by them in connection with the performance of their business duties as part of the insured business activity and secured at least in line with paragraph 4 below in respect of burglary,
 - 2) The maximum liability limit per one and all events during the insurance period is PLN 25,000, however, not more than the sum insured/limit of insurance specified in the policy per a fortuitous event or subject of insurance,
 - 3) The extension shall only apply to coverage under Chapter II and under stationary electronic equipment insurance in Chapter III.
4. **Acceptance of reduced measures of protection**
 - 1) Up to a limit of PLN 25,000 per one and all events, not to exceed 50%:
 - a) of the sum insured for **electronic equipment**,
 - b) of the limit set out in the policy for **burglary and robbery** with respect to **machinery, plant, equipment, working assets** and only in respect of those items of insurance, in deviation from Article 30 of the GTC, locking the property inside a **building/premises** to which only the **Insured** or their **employee** has access shall be deemed sufficient security measure against **burglary**, insofar as:
 - i) the **building/premises** have a permanent structure other than that described in Article 30(2)(7),
 - ii) access to the premises is restricted by locked doors and windows so that force or tools are required to break them down or force them open,
 - iii) the **Insured** or their employee are in possession of the key or key card for access to the premises.
 - 2) **No deduction for technical wear and tear**
Contrary to the provisions of Article 29(2)(2), technical wear and tear shall not be deducted if the value of the **loss** in a **building or premises** does not exceed PLN 50,000.
6. **Loss of utilities in a housing community**
 - 1) The insurance covers additional costs incurred by the housing community as a result of water loss caused by a loss for which WARTA is liable.
 - 2) The liability limit is PLN 10,000 per one and all events in the insurance period

**Safety package – third party liability
Article 5**

1. As part of the third party liability insurance, WARTA confirms the coverage of the **Insured's** liability for losses to the extent set out in the additional clauses in Appendix 6 to the GTC.
2. Please note that this extension does not cover clause 7 Housing community third party liability.
3. Where the disbursement of damages engages the sub-limit of both the clause and the SAFETY PACKAGE – THIRD PARTY LIABILITY, the damages shall be paid first from the sub-limit of the additional clause and, if the amount of the loss exceeds this sub-limit, then from the sub-limit of the SAFETY PACKAGE – THIRD-PARTY LIABILITY.
4. The total sub-limit of liability under this extension is PLN 20,000 per one and all events during the insurance period.

**APPENDIX NO. 5
ADDITIONAL CLAUSES IN PROPERTY INSURANCE**

| No. | Clause name | Extension available in the insurance of property covered under the GTC: | | |
|-----|---|---|---------------------------------------|--|
| | | Property against all risks | Property against burglary and robbery | Electronic equipment against all risks |
| 1M | Mobility | ✓ | ✓ | |
| 3M | Loss of rent | ✓ | | |
| 4M | Vandalism | ✓ | ✓ | |
| 5M | Common theft | ✓ | ✓ | ✓ |
| 6M | Mechanical and electrical failure | ✓ | | |
| 7M | Property deterioration due to failure to maintain temperature | ✓ | | |
| 8M | Glass and other glass items against breakage | ✓ | ✓ | |
| 9M | Construction disaster | ✓ | | |
| 11M | Tent facilities | ✓ | | |
| 12M | Timber-framed buildings | ✓ | | |
| 13M | Used vehicles requiring registration | ✓ | ✓ | |
| 14M | Construction equipment | ✓ | ✓ | |

✓ – the clause may be included

Clause 1M – Mobility

- Without prejudice to the other provisions of the GTC and other provisions of the insurance contract not modified by this clause, it is agreed that WARTA shall provide insurance coverage in Poland for the following **losses** insured at the place of insurance:
 - machinery, plant and equipment, working assets**, which, in line with their intended use, is used by the **Insured** to provide services to its own business partners, displayed at exhibitions, fairs or shows in which the Insured participates.
- In respect of **third party property**, the coverage during transport shall only apply to property which the **Insured** has directly serviced, repaired or sold in the course of their business.
- WARTA covers the property to the same extent as at the place of insurance indicated in the **policy**, with the extension by:
 - accident of means of transport**,
 - a fall of an object not belonging to the **Insured** and not under the control of the **Insured** on a means of transport,
 - loading and unloading** operations,
 - burglary** into a vehicle and as a result of property being taken together with the means of transport (only if **burglary** is covered).
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage shall not include:
 - electronic equipment** (this exclusion does not apply to electronic parts of machines and devices that are an integral part thereof),
 - losses** arising as a result of the property not being secured in line with the provisions on minimum property security requirements set out in Article 30 of the GTC.
- Within the liability limit confirmed in the **policy**, the maximum liability limit for **losses** during transport is set at PLN 25,000.
- In the case of insurance of machinery or equipment with a unit value of more than PLN 150,000, it is required to indicate the type of equipment together with its identification number (serial or registration number) and the sum insured.
- The **deductible** in respect of each loss resulting from **burglary, burglary** together with a vehicle is 10% of the value of the **loss**, not less than PLN 500.

Clause 3M – Loss of rent

- Without prejudice to the other provisions of the GTC and other provisions of the insurance contract not modified by this clause, it is agreed that WARTA shall provide insurance coverage for the loss of rent due to the Insured for the rental (lease) of a building or premises in the event that, as a result of an insured fortuitous event, the building or premises or part thereof are destroyed or damaged and are in a condition that precludes the continuation of the business activity or residence therein.
- WARTA shall only provide coverage for lost rent provided that:
 - such loss resulted from a **loss** to the insured **building or premises**, to the extent covered by the insurance contract for which WARTA is liable,
 - the lessee (tenant) is exempt from its payment (or part thereof) in line with the contract with the **Insured** or generally applicable law.
- WARTA shall provide insurance coverage for lost rent for a period equal to the technological repair or reconstruction time of the damaged or destroyed **building/premises**, but no longer than 3 months of the occurrence of the **fortuitous event** that caused the loss of rent and no longer than until the day on which the **building or premises** are again fit for use.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage does not include loss of rent:
 - if the loss to the **building or premises** occurred during the period of notice of termination of the rental (lease) contract,
 - arising or increased as a result of:
 - lack of sufficient funds to restore the damaged property in the shortest possible time,
 - decisions of the **Insured** to change the type of business activity or place of business and innovations and improvements introduced during the reconstruction of the damaged property,
 - decisions of competent local or state administrative authorities which prevent or delay the restoration of the damaged property or the continuation of the **Insured's** business activity,

- delayed resumption of operations as a result of a decision by the **Insured**.
- The sum insured should correspond to the value of three months' rent.

Clause 4M – Vandalism

- Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall cover **losses** to the insured property caused by **vandalism**, including graffiti up to the limit indicated in the **policy**.
- In addition to the exclusions provided for by other provisions of the GTC, the insurance coverage does not include losses caused by:
 - the taking of property,
 - broken (shattered), cracked or scratched glass and other glass items (clause 8M).

Clause 5M – Common theft

- Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall cover **losses** caused by common theft, understood as the taking of the insured:
 - equipment or parts of **buildings and structures** which, due to their purpose, are permanently installed outside a **building or structure** (in particular: awnings, canopies, gate operators, external CCTV elements, aerials, external parts of air-conditioning units and heat pumps, neon signs, advertising signs, external lights and luminaires, photovoltaic installations),
 - machinery, plant and equipment, working assets, third party property** located inside a **building or premises** where the **Insured** conducts business activity at the address of the place of insurance indicated in the **policy**.
- The **Insured** must notify the Police immediately upon discovering a loss caused by theft.

Clause 6M – Mechanical and electrical failure

- Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA provides insurance coverage for damage to machinery, equipment as a result of:
 - mechanical failure** in relation to machinery and equipment,
 - electrical failure** in relation to machinery, equipment and electrical installations.
- The insurance coverage can only be provided in respect of machinery and equipment for which the following conditions are met:
 - they were installed at the workstation,
 - the commissioning (trial) tests required by law or manufacturer's guidelines have been carried out and completed successfully,
 - are operated as intended,
 - no more than 15 years have passed since their manufacture – with regard to mechanical failure insurance; this age restriction does not apply to passenger and goods lifts included in the coverage as part of a housing community.
- WARTA shall provide insurance coverage for machinery and equipment while in operation, at rest, and during maintenance, periodic overhaul or related tests, insofar as those activities are carried out at the place of insurance. If maintenance or periodic overhaul requires dismantling, the insurance coverage shall continue uninterrupted during the above-mentioned operations, including on-site relocation and during the immediate subsequent re-assembly.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage shall not include:
 - arising:
 - in **electronic equipment** (this exclusion does not apply to electronic parts of machines and devices that are an integral part thereof),
 - only in **replaceable tools and consumables**,
 - in electrical transmission and distribution lines, underground installations,
 - in transformers in service for more than 25 years,
 - for which an identified **third party** (a supplier, manufacturer, seller or service provider (in particular a serviceman, carrier, freight forwarder or subcontractor)) is responsible by law or legal transaction,
 - arising from:
 - the gradual deterioration of the insured property due to normal wear and tear, continuous use, ageing, corrosion, cavitation, the nature of the subject of insurance, progressive deterioration of parameters, deformation or strain (in particular due to cavitation, erosion, corrosion, scale expansion),
 - tests or experiments carried out under conditions that are unusual for the machinery/equipment concerned,
 - defects or damage existing at the time of the conclusion of the insurance contract of which the **Insured** knew or could reasonably have known by exercising due diligence,
 - the effects of any kind of computer virus or hacking attack,
 - impulse surges caused by switching high-power equipment or distribution equipment in switchboards,
 - covered by a guarantee or warranty.
- The deductible in respect of each loss is 5% of the amount of damages, not less than PLN 1,000.

Clause 7M – Property deterioration due to failure to maintain temperature

- Without prejudice to the other provisions of the GTC and other provisions of the insurance contract not modified by this clause, it is agreed that WARTA shall provide insurance coverage for losses to the insured's working assets in respect of all risks which, in line with the requirements of the manufacturer or supplier, must be stored at a controlled temperature, arising as a result of a decrease or increase in the storage temperature resulting from:
 - losses to a refrigeration unit as a result of a loss caused by a covered fortuitous event,
 - failure of a refrigeration unit,
 - an interruption in the supply of electricity lasting continuously for at least 2 hours and confirmed by the energy supplier.
- In addition to the exclusions provided for by other provisions of the GTC, the insurance coverage does not include losses caused by:
 - inadequate storage of **working assets**,
 - damage to packaging,
 - planned power cuts,
 - interruptions in the supply of electricity resulting from failure to pay the amounts due to the supplier(s).

Clause 8M – Glass and other items against breakage

- Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall provide insurance coverage for losses resulting from the breaking (shattering) or cracking of windows and other items.
- WARTA provides insurance coverage for undamaged and permanently installed:
 - glass or plastic: window and door panes, wall and roof elements, wall partitions, cubicle and booth covers, signs, light panels, neon tubes, billboards, mirrors, stained glass,
 - glass or stone or ceramic cladding for walls, ceilings, columns or pillars,
 - glass or stone or ceramic elements that form part of furniture, display cases,
 - glass, plastic or stone components of: counters, display cabinets, refrigerators, refrigeration or heating cabinets, induction hobs, beds and tanning booths,
 - glass elements of photovoltaic or solar panel modules, glass lift cabins.
- Within the limits of the sum insured, WARTA shall also cover the costs of:
 - setting up and dismantling of scaffolding necessary to repair the insured items,
 - making of advertising and information signs – up to the limit of 20% of the sum insured.

4. In addition to the exclusions provided by other provisions of the GTC, the insurance coverage shall not include:
 - 1) in panes installed in means of transport,
 - 2) in **working assets**,
 - 3) in art glass,
 - 4) in glass panes used in greenhouses, hothouses, conservatories and hotbeds,
 - 5) in tombstones,
 - 6) caused by scratches, scuffs, stains, colour changes, poor assembly and disassembly, improper workmanship,
 - 7) involving the chipping of surfaces – this limitation of liability does not apply to the chipping of glazing surfaces with a higher burglary resistance class of P3 or higher (burglary resistance class of glazing in line with PN-EN 356) insofar as such glazing has lost its properties due to chipping,
 - 8) arising during construction, renovation or assembly work, as well as replacement, removal of the insured item, maintenance or repair work.
5. Damages may take the form of a glazier's service, paid for by WARTA, carrying out repairs at the place of insurance. This form of damages may be selected by the **Insured** when reporting the **loss**.
6. The **deductible** in respect of each loss is PLN 50.

Clause 9M – Construction disaster

1. Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall provide insurance coverage for losses to insured property resulting from a construction disaster.
2. The following are not considered a **construction disaster**:
 - 1) damage to an element incorporated in a civil engineering structure which can be repaired or replaced,
 - 2) damage to or destruction of **building equipment** connected with **buildings**,
 - 3) failure of installations.
3. In addition to the exclusions provided for in other provisions of the GTC, the insurance coverage does not include losses arising:
 - 1) as a result of a **construction disaster involving buildings** defectively designed, defectively constructed or constructed with defective materials,
 - 2) due to construction or assembly work,
 - 3) as a result of an event:
 - a) which has not been notified to the entities referred to in Article 75(1) of the Building Law,
 - b) which has not been declared a **construction disaster** by the competent building supervision authority.

Clause 11M – Tent facilities

1. Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall provide insurance coverage at the place of insurance specified in the policy for tent structures (including pneumatic halls and structures with pneumatic casings) and buildings, regardless of their construction, covered with a tent membrane, as well as the property located therein.
2. WARTA shall provide insurance coverage for the property in line with paragraph 1:
 - 1) all-risk coverage for KOMFORT scope and the remaining coverage for the events/limits indicated in the **policy**,
 - 2) in a **fixed sum** scheme on the basis of the sum insured as determined by the **Policyholder**.
3. The **deductible** in respect of each loss in the subject of insurance pursuant to paragraph 1 shall be 10% of the amount of damages, however not less than PLN 1,000.

Clause 12M – Timber-framed buildings

1. Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA provides insurance coverage for **timber-framed buildings** and the property therein.
2. WARTA shall provide insurance coverage for the property in line with paragraph 1:
 - 1) all-risk coverage for KOMFORT scope and the remaining coverage for the events/limits indicated in the **policy**,
 - 2) in a **fixed sum** scheme on the basis of the sum insured as determined by the **Insured**.
3. In addition to the exclusions provided for in other provisions of the GTC, the insurance coverage does not include timber-framed buildings which are:
 - 1) **buildings under construction**,
 - 2) in which production activities are carried out and the property therein.
4. **Deductible**: in respect of **fire, smoke, soot, explosion, lightning, overvoltage** events, a deductible of 20% of the amount of damages, not less than PLN 1,000, applies.

Clause 13M – Used vehicles

1. Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA shall provide insurance coverage for losses incurred in vehicles constituting working assets other than brand new unregistered vehicles, provided that such vehicles are transferred to the Insured for the purpose of performing services or are intended for sale as part of the Insured's business activities.
2. At the option of the **Policyholder**, WARTA shall cover the property referred to in paragraph 1 with insurance to the following extent:
 - 1) against all risks under KOMFORT scope
 - 2) against **burglary and robbery**.
3. In addition to the exclusions provided for in other provisions of the GTC, the insurance coverage does not include losses in vehicles in guarded car parks which are not linked to the business activity in line with paragraph 1.
4. The deductible in each claim is 10% of the amount of damages, but not less than PLN 2,000 in relation to property located on the car park.

Clause 14M – Construction equipment

1. Without prejudice to the other provisions of the GTC not modified by this clause and other provisions of the insurance contract, it is agreed that WARTA covers **losses to construction equipment** which:
 - 1) is used for its intended purpose in connection with the conducted business activities,
 - 2) has been put into service, has passed the tests and trials, is operational and has the required attestations, permits, certificates, technical studies and the operation and maintenance manual (DTR).
 2. WARTA shall be liable for **losses** consisting in loss, destruction or damage to the insured property occurring during the period and at the place of insurance as a consequence of any **fortuitous event**, unless excluded from WARTA's liability under the provisions of the GTC.
 3. In particular, the scope of insurance covers:
 - 1) operating errors, misuse, carelessness, negligence, design errors, construction errors, incorrect assembly, use of defective materials, entry of foreign bodies, lack of water in the boilers, rupture due to centrifugal force),
 - 2) power failure, short-circuit, overcurrent, missing phase, incorrect current parameters),
 - 3) **burglary, robbery,**
 - 4) **vandalism**.
 4. Coverage shall be provided for construction equipment in the territory of Poland:
 - 1) at the place of insurance specified in the policy, and
 - 2) at construction sites where construction equipment is present in line with signed works contracts.
 5. At the request of the **Policyholder** and for a payment of an additional premium, **construction equipment** may also be covered while being transported on a means of transport between the places of insurance indicated in paragraph 4.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage for **construction equipment** shall not include the following losses:
- 1) in **construction equipment** that is more than 15 years old,
 - 2) arising only in **replaceable tools and consumables**,
 - 3) for which an identified **third party**: a supplier, manufacturer, seller or service provider (in particular a serviceman, carrier, freight forwarder, subcontractor or third party to whom the **Insured** has hired or leased property), is responsible by law or legal transaction,
 - 4) of a purely aesthetic nature, such as scratches, unless the damage arises from a covered event,
 - 5) arising from:
 - a) the gradual deterioration of the insured property due to normal wear and tear, continuous use, ageing, corrosion, cavitation, the nature of the subject of insurance, progressive deterioration of parameters, deformation or strain,
 - b) tests or experiments carried out under conditions unusual for the **electronic equipment** concerned,
 - c) defects or damage existing at the time of the conclusion of the insurance contract of which the **Insured** knew or could reasonably have known by exercising due diligence,
 - d) common theft, attempted or actual fraud, extortion, coercion or blackmail, deception or misrepresentation, false statement, forgery or deception,
 - e) excluded under the provisions of Article 24 in respect of insurance of **construction equipment** in transport.
 7. WARTA shall provide coverage for **construction equipment** on the **fixed sum** basis.
 8. In the case the coverage is extended by including transport under paragraph 5 in the insurance contract, in respect of **loading/unloading** operations, the liability limit per one and all events during the insurance period of 20% of the sum insured shall apply.
 9. In the case of insurance of **machinery or equipment** with a unit value of more than PLN 150,000, it is required to enclose a list of the insured equipment with its identification number (serial or registration number) and the sum insured.
 10. The **deductible** in respect of each loss amounts to 10% of the value of the loss incurred, not less than PLN 1,000.

APPENDIX NO. 6
CLAUSES FOR THIRD-PARTY LIABILITY INSURANCE

Clause 1 Third party liability – Occupational accidents

- Contrary to Article 36(2)(1), the scope of insurance coverage shall be extended to include the Insured's liability for bodily injury or property loss sustained by the Insured's employees as a result of an event having the characteristics of an accident at work.
- The insurance coverage does not include:
 - benefits to which the injured party is entitled under the provisions of the Act of 30 October 2002 on Social Insurance for Accidents at Work and Occupational Diseases,
 - recourse claims by any institution whatsoever that is obliged to pay benefits on the account of accidents at work
 - losses** due to occupational diseases,
 - accidents occurring on the way to or from work.

Clause 2 Third party liability – Lessee of movable and immovable property

- Partially contrary to Article 36(2)(2), the scope of insurance coverage shall be extended to include the Insured's liability for property losses in immovable or movable property used by the Insured on the basis of a lease, tenancy, loan agreement or another similar agreement.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage does not include claims for:
 - losses caused by the misuse of objects,
 - losses in motor vehicles, components of combinations of vehicles (semi-trailers, trailers, wagons), their parts or equipment,
 - to the extent that the movable property which suffers a **property loss** was covered by a property insurance policy taken out for the account of the **Insured**, this shall also include the situation where the loss was included in the deductible or excess provided for by such insurance.
 - losses** consisting in the loss of movable property for reasons other than destruction or damage;

Clause 3 Third party liability – Treatment or storage of goods

- Partially contrary to Article 36(2)(3), the scope of insurance coverage shall be extended by the Insured's liability for losses:
 - in property consisting of damage, destruction or loss due to damage or destruction of:
 - movable goods belonging to **third parties** which have been subjected to treatment, repair, maintenance, inspection, cleaning, transport or other similar operations, arising during the performance of such operations or in the period between acceptance and release,
 - movable and immovable items in the Insured's custody or care in the course of the Insured's business activity,
 - involving loss as a result of burglary or robbery of movable property which has been placed into the Insured's custody or care. The Insured shall notify the Police immediately, but not later than within 48 hours, of a loss of third party property. In the case of a wilful misconduct or gross negligence on the part of the Insured leading to a breach of the obligation defined in the preceding sentence, WARTA may refuse to pay damages in whole or in part, respectively, depending on the extent to which such failure has affected the determination of the circumstances under which the loss occurred, its extent or the determination of the amount of damages or benefit.
- In the event that the property placed under the **Insured's** custody or care includes motor vehicles, components of combinations of vehicles (semi-trailers, trailers, wagons), insurance coverage shall exist as long as the place of parking of the motor vehicle meets all of the following conditions:
 - it is under constant surveillance, or after business hours of the Insured the vehicles are in locked premises equipped with a functioning alarm system,
 - it is a room or a fenced yard, lit at night,
 - the entrance is secured in such a way that an unauthorised person cannot take the vehicle and drive out of the yard freely.
- With regard to vehicle towing services, the Insured is obliged to present a report documenting the acceptance of the vehicle for towing and photographic documentation (4 photos, one from each side of the vehicle). With regard to repair and maintenance services for motor vehicles, the **Insured** is obliged to present a report documenting the acceptance of the car for service with the scope of work ordered, as well as a document confirming the scope of work performed and invoices or receipts for the service provided. With regard to repair services, servicing of motor vehicles, the scope of insurance shall cover losses caused during test drives with no limit on kilometres.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage shall not include claims relating to:
 - losses in items which have been manufactured or purchased for delivery by the Insured, but have not yet been delivered to the consignee,
 - losses in goods left in a motor vehicle, with the exception of traveller's luggage left in a locked boot of a vehicle during the performance of a passenger transport service,
 - for loss of property as a result of theft or robbery resulting from the actions or omissions, participation, cooperation or complicity of previously convicted persons who are employees of persons covered by the insurance or persons used by persons covered by the insurance,
 - for losses consisting of loss, substitution or inventory shortages of property arising in connection with: misrepresentation, deception, extortion, blackmail, misappropriation, destruction, removal, concealment, alteration or forgery of documents or identification marks, misleading or taking advantage of a mistake.
- The **deductible** for losses in motor vehicles and for lost property is PLN 1,000.

Clause 4 Third party liability – losses occurring globally, including in the USA, Canada or Australia

- Contrary to Article 36(2)(4), the scope of insurance coverage shall be extended to include the Insured's liability for **bodily injury** or **property loss** arising anywhere in the world.
- In respect of losses arising on the territory of the USA, Canada or Australia, the insurance shall not cover the following claims:
 - for environmental losses, even if the scope of insurance has been extended to include Clause 5 – third party liability,
 - for **pure financial loss**, even if the scope of insurance has been extended to include Clause 13 – third party liability,
 - for **losses** in connection with the organisation of a specific event indicated in the policy.
- Deductible:** for losses outside the territory specified in Article 34, is 10% of the damages due, but not less than PLN 1,000.

Clause 5 third party liability – environmental damage

- Partially contrary to Article 36(2)(5), the scope of insurance coverage shall be extended to include the Insured's liability for bodily injury or property loss arising from the release of a chemical substance into the air, water or land (emission), if all of the following conditions are met:
 - the cause of the emission into the environment was sudden, unexpected and beyond the control of the Insured,
 - the start of the process of emission into the environment took place during the insurance period. Where the coverage provided under this extension continues uninterrupted into subsequent periods of insurance, this condition shall be satisfied if the commencement of the emission took place no earlier than after the beginning of the first insurance period concluded with WARTA.
- WARTA also covers the costs of measures aimed at protecting or removing threats to life, health or property, including the costs of cleaning, removal or neutralisation of hazardous substances.
- A hazardous substance is defined as any irritant or pollutant, whether in solid, liquid or gaseous form, whether naturally occurring or otherwise, including but not limited to: smoke, vapours, soot, fibres, bacteria, viruses, fungi, fumes, acids, alkalis, chemicals, waste (including materials for recycling, processing or recovery), and other toxins.

Clause 6 Third party liability – Construction and assembly services

- Partially contrary to Article 36(2)(6), the scope of insurance coverage shall be extended to include the Insured's liability for bodily injury or property loss caused in connection with the performance of construction and assembly services.
- Regarding claims:
 - for losses caused in underground installations or equipment,
 - for **losses** in connection with demolition or dismantling work (including the use of explosives)the insurance coverage shall be limited to a common sub-limit of PLN 1,000,000.
- In addition to the exclusions provided by other provisions of the GTC, the insurance coverage does not include claims for:
 - losses** caused by a deliberate breach of any provisions of law or of any contract,
 - losses the occurrence of which was foreseeable due to the type of work and construction methods used,
 - losses arising as a result of not meeting deadlines or exceeding agreed costs,
 - losses** to those items or parts thereof which were designed for or were damaged, destroyed or lost in the course of being made, tested or built by the **Insured**, on their behalf or by a person for whom they are responsible or for whom they have provided construction management, project supervision, consulting engineer, contract engineer or contract management services,
 - losses caused by vibration, deterioration of load-bearing elements or removal of or deterioration of the bearing capacity of the soil.
- At the request of the **Insured**, for an additional premium, the exclusion indicated in paragraph 3(5) above may be partially modified by introducing the following provisions (**vibrations clause**):
 - the scope of protection is extended to include bodily injury and property loss caused by slow vibration, landslides or subsidence, related to the partial or total collapse of a building, detachment of its parts or rupture of its elements
 - the insurance excludes all property losses not inventoried before the commencement of construction work and resulting from work carried out outside the insurance period,
 - the coverage is provided for losses disclosed during the insurance period or in the 12 months following the end of the insurance period, whereby all losses arising from the same cause are considered as a single event and are assumed to have occurred on the date the first loss occurred,
 - the contract is subject to a sub-limit of the sum assured in the amount established for Clause 6A Third party liability, but not more than PLN 300,000 per one and all events during the insurance period.
- Deductible:** for the events referred to in paragraph 1, it shall be PLN 1,000, subject to the exception under paragraph 2 or paragraph 4 where it shall be PLN 2,000.

Clause 7 Third party liability – housing community

- Contrary to Article 36(2)(7), the scope of insurance coverage shall be extended to include the Insured's third party liability for **bodily injury** or **property loss** caused to third parties in connection with the ownership and management of property belonging to a housing community. **Third parties** are also considered to be members of the housing community.
- At the request of the **Insured** and for the payment of an additional premium, **liability of the members of the management board of a housing community for a pure financial loss** incurred by the housing community as a result of an act or omission of a member of the management board within the scope of their function shall also be covered. The coverage additionally includes liability for contractual penalties related to losses resulting from non-performance or improper performance of a non-monetary obligation up to a sub-limit of PLN 10,000 per one and in all events during the insurance period.
- For the purposes of this clause, a member of the management board of a housing community is a natural person who, during the insurance period specified in the policy, has been, is or will be a member of the management board of the housing community.
- The insurance coverage indicated in paragraph 2 shall not cover the following claims:
 - arising from wilful misconduct of the Insured, in particular wilful breach of the law and adopted resolutions, as well as acting beyond the powers granted. However, the insurance coverage extends to losses caused by gross negligence,
 - arising from the failure to provide or maintain adequate insurance coverage for the housing community,
 - resulting from decisions made by a member of the management board of the housing community for which they obtained a financial benefit or sought to obtain a financial benefit for themselves or for others,
 - resulting from the imposition of court or administrative fines, contractual penalties (other than those referred to in paragraph 2 or in excess of the limit set out therein) or other penalties, as well as punitive penalties, as well as losses caused by the non-payment of amounts due as a result of tax obligations, the performance of any banking operations or the granting or acceptance of borrowings or loans,
 - claimed under foreign substantive law or before a foreign court (law and jurisdiction),
 - resulting from infringements of personal rights, as well as infringements of copyright, patents, trademarks, trade names, licences, data protection regulations and in connection with information provided in the form of advertising,
 - for loss of profit,
 - resulting directly or indirectly from losses caused by asbestos,
 - for losses resulting from a cash shortage or embezzlement, and caused by the insolvency or bankruptcy of the housing community,
 - arising from assumption of contractual liability for loss by a member of the management board of the housing community on the basis of a contract, unless such member would also be liable for such loss in the absence of such a contract.

Clause 9 Third party liability – maintenance of roads, pavements, car parks in the winter

Partially contrary to Article 36(2)(8), the scope of insurance coverage shall be extended to include the **Insured's** liability for bodily injury and property loss arising in connection with the provision of snow clearing services for roads, pavements, yards and car parks administered by a housing community, housing cooperative, a natural person or private company.

Clause 11A OC – Mixing, removal, substitution

(Losses incurred by manufacturers of final products to whom the **Insured** has supplied a defective **product** and incurred by third parties as a result of disassembly of defective **products of the Insured** – parts, sub-assemblies, components)

- Partially contrary to Article 36(2)(9), the scope of insurance coverage is extended to include the Insured's third-party liability for pure financial losses resulting from:
 - defective products resulting from the permanent combination or mixing of a defective **product** with other things,
 - defective products resulting from further processing of the defective **product**,
 - mounting, installation, attachment or position of a defective **product** that can be removed or replaced with a **non-defective** product,
- Pursuant to this clause, WARTA shall be liable for:
 - harm suffered as a result of damage to or destruction of things combined or mixed with a defective **product**,
 - costs incurred by a third party to manufacture its product,
 - legally required or economically justified additional costs incurred by a **third party** to modify, remedy a defect or change the purpose of their product,

- 4) other than referred to in points (1)-(3), a loss (including lost profits) suffered by a **third party** as a result of the diminution or loss of value of their product,
- 5) costs incurred by a **third party** to dismantle, uninstall, remove or expose the defective **product**, including from their product,
- 6) costs incurred by a **third party** to assemble, install, fix or position a non-defective **product**,
- 7) costs of cleaning or re-preparing the production line or part of it for re-starting production resulting from the necessity to stop production as a direct consequence of the implementation of the manufacturing process of a product using a defective **product**.
3. If, instead of the activities listed in paragraphs 2(5) and (6), another appropriate activity (which may also constitute a repair) can be performed, WARTA shall cover the costs necessary to perform this activity, but only up to the amount of the costs referred to in paragraphs 2(5) and (6); However, the insurance coverage shall exist provided that a third party could effectively demand that the Insured perform the actions specified in paragraphs 2(5) and (6).
4. WARTA shall also be liable for the costs incurred by the **third party**:
 - 1) to search for a defective **product**, a product containing a defective **product**, including the costs of: sorting, re-packaging of inspected **products** or products, insofar as this is necessary in connection with the inspection, necessary tests or expert examinations, scaffolding, cranes and other equipment, travel, per diems, accommodation, as well as overtime allowances,
 - 2) in connection with the storage of a defective **product**, a product containing a defective **product**
 - 3) in connection with the disposal of a defective product,
 - 4) for the redelivery of **defect-free products**, however, minus the cost of the original delivery of the **product**,
 - 5) as a result of commissioning **the Insured** to carry out the activities listed in paragraphs 2(5) and (6) or in paragraph 4(1), whereby the portion of the price representing the profit of **the Insured** is not covered.
5. WARTA shall not be liable for:
 - 1) loss or costs resulting from a cause other than a defect in the product.
 - 2) costs incurred to repair or improve the defective **product itself**,
 - 3) loss or costs caused by delays of any kind,
 - 4) claims for consequential losses, resulting in particular from interruption of operation or downtime in production, as well as caused by the inability to use the property or product containing the defective product or the defective product itself of a third party, other than those listed in paragraphs 2-4.
 - 5) lost profits, other than those indicated in paragraph 2(4), which **the third party** could have generated, including those resulting from a decrease in revenue from the sale of products not containing the defective **product**,
 - 6) costs representing payment for a defective **product** as well as costs representing payment for the re-purchase of a **product** that is free of defects,
 - 7) **Insurance events** arising in the territory of the United States of America or Canada together with their dependent territories,
 - 8) any counterclaims between the Insured parties.
 - 9) claims related to or arising from legal defects, infringement of intellectual property rights, industrial property rights, infringement of licences,
 - 10) claims of **related parties** within the meaning of the Corporate Income Tax Act.
 - 11) costs caused by the defects of **products** installed, fixed or laid by **the Insured** or a person for whom they are responsible (including a sub-contractor) resulting from faulty installation.
6. With regard to insurance coverage under this clause, an insurance event is:
 - 1) combining or mixing a defective **product** with other things for the first time,
 - 2) starting processing a defective **product** for the first time,
 - 3) assembling, installing, fixing, placing a defective **product** for the first time
7. To the extent covered by this clause, the exclusion of **losses** under statutory warranty or quality warranty shall not apply.
8. **Deductible**: 10% of the amount of damages, not less than PLN 1.000

Clause 12 Third party liability – Machinery

(Losses incurred by manufacturers producing goods using the Insured's defective machinery)

1. Contrary to Article 36(2)(10), the scope of insurance coverage shall be extended to include the **Insured's** third party liability for pure financial losses incurred by their business partners as a result of defective goods manufactured, processed or treated with machines, equipment or parts thereof produced, delivered, assembled or maintained by the **Insured**.
2. Within the scope of this clause WARTA shall only be liable for:
 - 1) losses suffered by the injured party consisting in the reduction or loss of value of the defective goods,
 - 2) costs incurred by the injured party to manufacture the defective goods,
 - 3) costs incurred by the injured party to remedy the defective goods,
 - 4) costs representing the difference between the costs incurred by the injured party to manufacture the defective goods and the selling price of those goods, if sale is only possible at a price lower than the manufacturing costs.
3. The provisions of the GTC relating to property losses shall apply mutatis mutandis to losses covered by this clause, and an insurance event shall be understood as an event involving the manufacture, treatment or processing of goods with machines, equipment or parts thereof produced, delivered, assembled or maintained by the **Insured**, subject to the respective application of the other provisions of the GTC relating to an insured event.
4. WARTA shall not be liable for:
 - 1) losses/costs caused by delays due to the defects in goods which have been manufactured, treated or processed with machinery, equipment or parts thereof produced, delivered, assembled or maintained by the **Insured**,
 - 2) lost profits caused by faulty machinery,
 - 3) losses/costs arising from a cause other than a defect in the machinery, equipment or parts thereof produced, delivered, assembled or maintained by the **Insured**.
5. **Deductible**: 10% of the amount of damages, not less than PLN 1.000

Clause 13 Third party liability – pure financial loss

1. Contrary to Article 36(2)(11), the insurance coverage is extended by third party liability of the **Insured** for **pure financial loss** arising in particular:
 - 1) from the lack or restriction of use of movable, immovable property,
 - 2) incurred by a third party other than the person who suffered the damage to or destruction of the movable, immovable property,
2. However, the insurance coverage shall not include liability for pure financial losses:
 - 1) caused by **product** or service provided,
 - 2) resulting from non-performance or untimely performance of any contractual obligation or cost overruns,
 - 3) caused by an unlawful act or omission in the exercise of public authority,
 - 4) caused by the slow action of any factors, especially thermal or biological agents (including mould, lichen, fungi, insects, gases, vapours, moisture, smoke, soot, dust, as well as viruses and bacteria),
 - 5) caused by activities in the field of design, consulting, construction or assembly management, control, assessment or cost estimation,
 - 6) arising as a result of the provision of advice, recommendations or instructions to related parties, within the meaning of the Corporate Income Tax Act, as well as in connection with the supervision of such parties,
 - 7) caused by activities related to monetary, credit, insurance, real estate, leasing or similar transactions, for payments of any kind, operation of a cash register, abuse of trust and misappropriation,
 - 8) to monetary values, securities, documents, plans, archival and collector's collections, works of art,

- 9) resulting from violations of data protection laws or violations of personal rights, copyright and licensing laws, laws on unfair competition, anti-trust laws or arising in connection with the granting of licences,
 - 10) related to advertising,
 - 11) related to the employment relationship,
 - 12) arising from the provision of IT services, including those resulting from software errors, incorrect software installation, rationalisation, automation,
 - 13) arising in connection with the intermediation or organisation of travel,
 - 14) caused in connection with the exercise of the functions of a member of the governing bodies of a corporation or commercial partnership or any other legal person or unincorporated entity,
 - 15) arising from the cancellation of an event (mass or non-mass event).
3. **Deductible**: 10% of the amount of damages, not less than PLN 1.000

Clause 14 Third party liability – cosmetological treatments

1. Contrary to Article 36(2)(12), the scope of insurance coverage shall be extended to include the **Insured's** third party liability for **bodily injury** caused to third parties as a direct consequence of **cosmetological procedures**.
2. The insurance coverage depends on the professional qualifications and education level of the person performing a specified type of cosmetology treatment.
3. In addition to the exclusions specified in other provisions of the GTC, the insurance coverage shall not include losses:
 - 1) caused by a person who, at the date of the insurance event, did not have the appropriate professional license, qualifications, certifications or training, including to carry out the type of treatment in question, or caused by a medical practitioner,
 - 2) arising in injured parties who had contraindications to the type of treatment in question,
 - 3) caused by the lack of a specific aesthetic effect that is not a bodily injury.
4. Within the scope of this clause, the limit of WARTA's liability for cosmetological treatments performed using a laser is limited to the limit indicated in the policy for this clause.

PERSONAL DATA CONTROLLER INFORMATION FOR THE CUSTOMER PROPERTY INSURANCE

WARTA looks after your data, therefore in caring about its safety, please read the information clauses concerning its processing.

| | FOR THE POLICYHOLDER | FOR THE INSURED |
|---|---|---|
| CONTROLLER AND CONTACT DETAILS | Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" S.A. ("WARTA") with its registered office in Warsaw, at Rondo I. Daszyńskiego 1, 00-843 Warszawa is the controller of your personal data. You may get in touch with the data controller in writing to the registered office address or in the manner provided at the website at www.warta.pl . | |
| SCOPE AND SOURCE OF DATA | | WARTA has obtained your personal data from the Policyholder in connection with the Policyholder's request for an insurance offer or in connection with the conclusion of the insurance contract. |
| PURPOSE, LEGAL BASIS AND PERIOD OF DATA PROCESSING | <p>Your personal data will be processed by WARTA for the following purpose:</p> <ol style="list-style-type: none"> 1) assessment of insurance risk, calculation of the insurance premium and handling and performance of the insurance contract under regulations on insurance and re-insurance activity, until the expiry of the limitation periods of claims. For this purpose WARTA uses processes based on automated decision-making, including profiling, which involve the assessment of information processed about you by an IT system (without human influence) and classifying you into a specific group to determine the insurance premium. The basis for profiling will be the data contained in the application to conclude an insurance contract and the data collected on the basis of other insurance contracts concluded by you with WARTA, as well as data on your loss history. Such processing shall result in an automated decision on the premium amount or other terms and conditions of the insurance contract. You have the right to challenge such decision, to express your own position, or to have a decision taken by an employee; 2) crime prevention and detection – on the grounds of the regulations on insurance and re-insurance activity, for a period of 5 years and in the case of entrepreneurs, for a period of 10 years from insurance contract date. 3) risk reinsurance – on the basis of legitimate interests pursued by WARTA, i.e. reduction of insurance risk related to the insurance contract concluded, until the expiry of limitation periods of claims for servicing and performing the insurance contract; 4) collection and exercise of claims and defence of WARTA's rights in proceedings before courts and state authorities – on the basis of legitimate interests of WARTA, i.e. a possibility of pursuing claims or defence against claims until the expiry of limitation period of claims that WARTA is entitled to or limitation of penalties for an offence committed to the detriment of WARTA; 5) marketing of own products or services of WARTA, profiling included, for the purpose of determining preferences or needs relating to insurance and finance products and for the purpose of presenting an appropriate offer, on the basis of a legitimate interest pursued by WARTA, i.e. promotion of own products or services of WARTA until you have expressed your objection to personal data processing for such purpose; 6) asserting recourse claims by WARTA (in case WARTA disburses damages for losses caused by a third party) – on the basis of the provisions of the Polish Civil Code, for the limitation period of claims to which you are entitled against the third party responsible for the loss; 7) adjusting the loss (if any reported), including processing the claim, issuance of an insurance decision and disbursement of damages, on the basis of the insurance contract, regulations on insurance and reinsurance activity and provisions of the Polish Civil Code, until the moment WARTA issues a decision on the disbursement of damages or another benefit and for processing of complaints (if any is filed) – on the basis of regulations on the processing of complaints, and after this period, for archiving purposes in case additional losses are reported or claims are made – on the basis of legitimate interests pursued by WARTA, i.e. defence against claims, for the limitation period of your claims; 8) determining technical-insurance reserves for solvency purposes and technical-insurance reserves for accounting purposes, including for statistical purposes, on the basis of provisions on insurance and reinsurance activity, for the term of the contract, for the period of the loss handling in the case of a loss or other claim, and for the duration of any legal proceedings relating to the claim asserted by you; 9) accounting, pursuant to accounting regulations, for the period set forth in those regulations, extended by the period to pursue claims; 10) assessing your satisfaction with WARTA's services – on the basis of legitimate interests pursued by WARTA, i.e. controlling the course and raising the standards of the services provided on the basis of opinions collected by WARTA, for the term of the insurance contract and also for the period following the examination of claims for payment of damages or benefits submitted to WARTA; 11) handling applications, complaints and claims other than those related to the loss adjustment process – on the basis of regulations on complaint handling, and after this period for archiving purposes, on the basis of legitimate interests pursued by WARTA, i.e. control of the correctness of these proceedings. | |
| WHAT RIGHT YOU HAVE | <p>You have the right to:</p> <ol style="list-style-type: none"> 1) access your data, or obtain from WARTA a confirmation if your personal data is processed; obtain its copy and information, among others on: the purposes of processing, categories of data, categories of data recipients, the planned period of its storage and sources from which WARTA has obtained it; 2) have it rectified, or corrected or supplementing your personal data that is incorrect or incomplete; 3) have it deleted – in cases indicated in Article 17 of the General Data Protection Regulation, in particular in the event that personal data is no longer necessary for the purposes for which it was collected or an effective objection has been lodged against the processing of your personal data (provided that it does not interfere with the performance of the insurance contract or WARTA's obligations under the law); 4) have processing restricted or discontinued, especially when you challenge the correctness of personal data or object its processing – for a period allowing WARTA verifying the grounds of such request; 5) portability of your data – i.e. to obtain from WARTA in a structured, commonly used machine-readable format your personal data which you have provided to WARTA and which WARTA processes on the basis of your consent or on the basis of the insurance contract concluded with you. Furthermore, you have the right to request that WARTA sends your personal data to another controller, as far as this is technically possible. 6) to object on grounds relating to your particular situation to the processing of your personal data on the basis of legitimate interests pursued by WARTA, including profiling on that basis, and to object to the processing of your personal data for the purposes of direct marketing by WARTA; despite your objection, WARTA is entitled to continue to process your personal data if it demonstrates the existence of valid, legitimate grounds for the processing, overriding the interests, rights and freedoms of the data subject, or grounds for the establishment, assertion or defence of claims. You have the right to object at any time to the processing of your personal data for direct marketing purposes by WARTA; 7) lodge complaints with the Supervisory Authority regarding personal data (that is to the President of the Office for Personal Data Protection). <p>If you have given your consent to the processing of your personal data, you have the right to withdraw your consent at any time. Consent withdrawal shall not affect the lawfulness of the processing based on your consent before it has been withdrawn.</p> <p>You have the right to obtain human intervention from WARTA's employee against a decision based on automated processing, to express your own position and to challenge this decision by contacting WARTA via its agent, hotline, or by sending a message to the following email address: IOD@warta.pl.</p> | |
| CONTACT DETAILS OF THE DATA PROTECTION OFFICER | In order to withdraw your consent or exercise your rights, please contact the Data Protection Officer or the Agent. Contacting your Data Protection Officer is possible by e-mail at: IOD@warta.pl or in writing by posting a letter to the address of WARTA registered office specified below. The Data Protection Officer's data is available on the website at: www.warta.pl in the "Contact" tab. You may contact your insurance agent in person or by phone. | |
| DATA RECIPIENTS | <p>The recipients of your personal data may include: other insurance companies or other re-insurance companies, the Polish Financial Supervision Authority, the Insurance Guarantee Fund, economic information bureaus and credit information bureaus – provided the relevant consent has been provided, state administration bodies, unless they request disclosure in connection with pending proceedings, and data disclosure is required under the law.</p> <p>In addition, your data may be transferred to entities that process personal data, upon the request of WARTA, among others, including IT service providers with their registered offices in Poland or in the EEA, providers of documentation archiving services, loss adjustment, providers of assistance services, covered by the insurance, debt recovery agencies, law firms providing legal support, property appraisers or medical experts, marketing agencies, or insurance agents servicing your insurance contract – where such entities process data under a contract with WARTA and only in line with WARTA's instructions.</p> | The recipients of your personal data may include: other insurance companies or other re-insurance companies, the Polish Financial Supervision Authority, the Insurance Guarantee Fund, state administration bodies, unless they request disclosure in connection with pending proceedings, and data disclosure is required under the law. |
| OTHER DATA SOURCES | WARTA collects data from external entities, i.e.: business information bureaus and credit information bureaus – to the extent necessary to assess insurance risk, provided that consent has been given in this respect; other insurance companies – to the extent of reported events; in the case of entrepreneurs – from the register of national economy entities (REGON [Statistical ID]) kept by the Central Statistical Office – to verify their correctness; and from other entities – to the extent necessary to assess risk, perform the contract or assess the reported claim. | WARTA collects data from external entities, i.e.: from the Insurance Guarantee Fund – with respect to claims history and verification of entity data; from other insurance companies – with respect to reported events; from medical facilities – with respect to information about health condition, if consent was given; from assistance service providers – with respect to course and results of performed services; in case of entrepreneurs – from the register of national economy entities (REGON [Statistical ID]) kept by the Central Statistical Office with respect to data disclosed therein in order to verify their correctness; and from other entities – to the extent necessary to assess risk, perform the contract or assess the reported claim. |
| DATA PROVISION OBLIGATION | Provision of data is required to conclude the insurance contract, and may also be required by law – failure to provide such data may prevent the conclusion of the insurance contract. Provision of data for marketing purposes is voluntary. | |