

Translation from the polish language –  
the Polish original shall prevail. Every effort  
has been made to ensure that the translation  
be accurate, but no legal responsibility  
is accepted for any errors or omissions  
or misleading statements, however caused,  
in either original or translated text

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 SMARTBIZNES General Terms and Conditions of Insurance, symbol C7926 (referred to as the GTC). The above GTC are effective as of 17 May 2026.

## What type of insurance is it?

SMARTBIZNES is a package insurance designed for entrepreneurs involved in trade or services. The entrepreneur has the option of insuring property, third-party liability and accident insurance.

Individuals can take out general third-party liability insurance in connection with professional activities within the scope of professions/activities such as pharmacist/pharmacy technician (including activities relating to the dispensing of medicines and the preparation of prescription medicines), teacher, sports/fitness coach, tourist guide/tour guide, office worker, hairdresser/beautician, camp supervisor or apprentice (in respect of losses caused to the employer) and persons carrying out construction work (in respect of work that does not require permits or authorisations inside buildings or structures).

The method for determining sums insured and limits is indicated in the GTC.



### What does the insurance cover?

#### ✓ property i.e.:

- buildings, structures, premises, investment outlays, machinery, devices, equipment, working assets, third-party property, employee property, cash values

against damage, destruction or loss in respect of:

- all risks (Article 16 (1)-(4) of the GTC)

with the option to extend the coverage pursuant to Article 16(5) of the GTC by:

- burglary and robbery
- breakage of glazing
- vandalism
- failure of electronic equipment
- mobile use (territory of Poland)
- destruction of working assets as a result of the failure of a cold store

in addition, coverage may be provided to:

- consequential losses (loss of financial liquidity) in line with Article 41(1) of the GTC
- assistance services in line with Articles 44-46 of the GTC

#### ✓ third party liability (OC) against bodily injury and property loss caused to third parties (Article 21- 22 of the GTC) in connection with:

- the performance of the activity specified in the insurance contract, the possession of property
- the marketing of the product, the provision of services in the scope selected in the application with the option to cover under additional extensions in line with Article 24 of the GTC: Tenant's liability in line with Article 25, employer's liability in line with Article 26 of the GTC, extended liability in line with Article 27 of the GTC

#### ✓ professional liability in line with Article 32 of the GTC

#### ✓ consequences of personal accidents, i.e. death, permanent health impairment pursuant to Articles 37-39 of the GTC with the option to extend the scope to include benefits for the employer following the occurrence of a personal accident to them or an employee pursuant to Article 41(2) of the GTC



### What is excluded from the coverage?

- ✗ property and third-party liability to the extent that it should be covered by compulsory insurance
- ✗ property excluded from coverage by the GTC in Article 17 (1) and (5) and the scope in line with Article 6, Article 17 (2)-(4) of the GTC
- ✗ loss of liquidity pursuant to Article 43(1) of the GTC
- ✗ services, benefits, costs, coverage excluded from assistance insurance pursuant to Article 47 of the GTC
- ✗ Third-party liability – pursuant to Article 23 of the GTC, Article 25(2) of the GTC of the tenant's liability, Article 26(2) of the GTC of the employer's liability
- ✗ Professional liability insurance – Article 36 of the GTC
- ✗ personal accident insurance – in line with Article 40 of the GTC
- ✗ benefits to the employer in line with Article 43(2) of the GTC



### 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 unconfirmed in the policy and solutions different from the GTC

Other limitations and exclusions of liability are specified in: Article 3(8), Article 6; Article 8(3)(4)(7); Article 8(5)(4); Article 7; Article 23; Article 25(2); Article 26(2); Article 28(2); Article 36; Article 40; Article 43; Article 47



## What is the insurance coverage area?

- ✓ property – in the location indicated in the insurance contract, as long as it is on the territory of Poland or Poland – in case the extension by mobile use has been purchased
- ✓ Personal accident insurance – worldwide limited to work and on the way to/from work or during activities organised by the Insured in connection with their business and on the way to/from them
- ✓ Third party liability – territory of Poland; extension of the coverage to the whole world excluding the USA, Canada and Australia shall apply with respect to the Insured's liability for bodily injury or property loss caused in connection with business travels by their employees and product liability and the service rendered provided that the product was placed on the market by the Insured in the territory of Poland or the service was provided by the Insured in the territory of Poland, and the Insured was not aware that the product or the object of the service would be located outside the territory of Poland
- ✓ Professional liability insurance – territory within the geographical limits of Europe, the non-European part of Turkey, all non-European Mediterranean countries and the Canary Islands and Madeira



## 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
- ensure that the property is properly secured in line with Article 7 of the GTC and Article 20 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(3) 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 or suspension of business activity by the Insured in respect of third party liability insurance
    - expiry of the 30-day notice period for termination of the insurance contract in the case of personal accident insurance.
- Other cases of termination of insurance coverage are indicated in Article 11 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 of 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 SMARTBIZNES 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 14; Article 15; Article 16; Article 21; Article 22; Article 24; Article 25(1); Article 26(1); Article 27; Article 28(1); Articles 32-33; Articles 37-38; Article 41; Articles 44-46

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 8(3), (4), (7); Article 8(5)(4); Article 17; Article 23; Article 25(2); Article 26(2); Article 28(2); Article 36; Article 40; Article 43; Article 47

#### COMMON PROVISIONS

##### Introduction Article 1

1. These General Terms and Conditions of Insurance (hereinafter referred to as GTC) shall apply to insurance contracts concluded by Towarzystwo Ubezpieczeń i Reasekuracji WARTA Spółka Akcyjna (hereinafter referred to as Warta) with natural persons (under professional liability insurance) or entrepreneurs – hereinafter referred to as the **Policyholder**.
2. The choice of insurance coverage is made by the **Policyholder** in the application for insurance and confirmed by Warta in the **policy**.
3. The insurance contract may be concluded for the account of a third party (for the account of the **Insured**).

##### Definitions Article 2

The following definitions apply in these GTC:

1. **office equipment breakdown** – in assistance insurance: damage preventing the proper use of the equipment which is not caused by direct human intervention and is not the result of:
  - 1) improper use or use non-compliant with the user manual (including the use of voltages higher than those specified for a given model), storage or maintenance of equipment,
  - 2) use of equipment that does not comply with safety regulations,
  - 3) improper installation or installation non-compliant with the user manual, repairs, alterations, fine-tuning or structural changes made by the **Insured**,
2. **failure of electronic equipment** – in relation to **electronic equipment** – error in operation, improper use, design or construction errors, incorrect installation, use of faulty materials, power failure, short circuit, one phase missing, incorrect current parameters and other electrical causes.
3. **cold storage failure** – the destruction of **working assets** that must be stored in refrigeration equipment at a temperature specified by the manufacturer, as a result of a decrease or increase in the storage temperature of the refrigeration equipment due to:
  - 1) damage to a refrigeration appliance as a result of a **loss** caused by a covered **fortuitous event**,
  - 2) failure of a refrigeration unit,
  - 3) an interruption in the supply of electricity lasting continuously for at least 2 hours and confirmed by the energy supplier.
4. **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).
5. **building** – a construction object used to run an economic activity declared by the **Insurer** in the application, having an occupancy permit, permanently attached to the ground, separated from the space by means of building partitions, having foundations and a roof, together with built-in installations, technical devices and permanently installed finishing elements, constituting a technical and functional whole.
6. **vandalism** – the unlawful, deliberate action of a **third party**, aimed solely at destroying or damaging property (including graffiti, painting or splashing). The taking of property and the breaking of glazing are not regarded as vandalism.
7. **delivery of medicines** – in assistance insurance: organising and covering the costs of delivering medicines to the **Insured**'s place of residence in a situation when, following an accident, in line with a medical release document they need to stay in bed. The cost of medicines shall be borne by the **Insured**.

8. **property surveillance** – organising and covering the costs of hiring a security guard employed by a specialised security company or ensuring such protection by the owner at the premises rented by the **Insured**.
9. **office activities** – all activities carried out by the **Insured** in connection with running an office, owning and using office equipment and the property in which the office is located.
10. **deductible** – the amount specified in the GTC which reduces the amount of damages calculated in line with the provisions of the GTC.
11. **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.
12. **burglary** – committed or attempted theft of property from a place of insurance secured in line with the provisions of Article 20 of the GTC:
  - a) 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 **burglary** into other premises or by **robbery**; or
  - b) where the perpetrator hid before closing it, insofar as they left traces there which may be used as evidence of their concealment including the destruction of an insured object directly related to the attempted or committed **burglary**.
 If protection is extended to **mobile use**, such protection is automatically extended to:
  - a) the taking of property by **third parties** resulting from an accident of means of transport,
  - b) burglary from a vehicle after overcoming all vehicle security devices,
  - c) theft together with the vehicle after overcoming all vehicle security devices.
13. **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, used exclusively by the **Insured** on the basis of a legal title in connection with their business activity and declared in the application.
14. **machinery, equipment, equipment** – tangible, movable assets used in the business, not constituting parts of buildings and structures and not being current assets or investment outlays or **property of third parties**.
15. **employee property** – personal property of the **Insured**'s employees which is at the place of work, excluding **monetary values** and motor vehicles and parts thereof.
16. **working assets** – third party property and/or current assets.
17. **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.
18. **mobile use** – the use or transport of insured property other than **monetary values** which, because of its purpose, is used for the provision of services by the **Insured** or is transported by them as cargo in road transport, outside the place of insurance in Poland to the extent compatible with that chosen for the place of insurance and including the accident of means of transport.
19. **investment outlays** – the cost of interior fit-out elements (including labour) incurred in adapting the building/premises to the type of conducted activity.
20. **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.
21. **indemnity period** – in the insurance of:
  - 1) loss of financial liquidity – the period lasting from the day of occurrence of a **loss** causing interruption of the **Insured**'s business until the day when the property is restored to its original condition and it is technically possible to conduct business in the scope from before the **loss**, but not longer than 30 working days,

- 2) employer's benefits – is the period that occurred within 30 days of the **accident**, lasting from the date of the employee's decision of temporary incapacity to work or from the date of the employee's death. In the case of incapacity to work, the indemnity period is calculated from the first day of incapacity, subject to a minimum of 15 days and a maximum of 30 days.
22. a **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;
23. **third parties** – any entity that is not the Policyholder or the Insured.
24. **persons covered** -
- 1) in business liability insurance in addition to **the Insured**:
    - a) members of the management board and supervisory board or audit committee of a corporate entity that is the **Insured**, proxies or legal representatives of the **Insured**,
    - b) the **Insured**'s employees, however, only insofar as those persons perform activities for the **Insured**.
  - 2) in professional liability insurance, the person practising a particular profession specified in the **policy**,
  - 3) in **personal accident** insurance – natural persons on whose account an insurance contract has been concluded and who fulfil the criteria entitling them to take out insurance.
  - 4) in assistance insurance – the **Insured** and – in the case of medical assistance – their **employees**.
25. **glazing** – undamaged and permanently installed glass, plastic or stone elements in a **building or premises**, such as:
- 1) 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,
  - 2) glass or stone or ceramic cladding for walls, ceilings, columns or pillars,
  - 3) glass or stone or ceramic elements that form part of furniture, display cases,
  - 4) glass, plastic or stone components of: counters, display cabinets, refrigerators, refrigeration or heating cabinets, induction hobs, beds and tanning booths,
  - 5) glass elements of photovoltaic or solar panel modules, glass lift cabins.
26. **flooding** – the inundation of land following:
- 1) 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
  - 2) water run-off over slopes or hillsides.
27. **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.
28. **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.
29. **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**.
30. **storage of property** – in assistance insurance: coverage of the costs of storing the property at the place indicated by the **Insured**.
31. **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**, its 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. In the framework of **robbery**, the destruction of the insured object arising in direct connection with its attempt or execution is covered.
32. **Insured's representative** – **Insured** persons who are natural persons, including those running a sole proprietorship, members of the management board or other management or supervisory bodies of the **Insured**, proxies, partners in unincorporated entities (except limited partners in a limited partnership and shareholders in a limited joint-stock partnership).
33. **specialist** – in assistance insurance: locksmith, plumber, electrician, roofer, bricklayer, carpenter, glazier, heating appliance technician, office equipment repairman (including IT).
34. **electronic equipment** – a device that contains electronic components (integrated circuits, transistors and other semiconductor components that are not subject to mechanical wear) designed for data processing and visualisation, process control and monitoring, measurement, signalling of device status (e.g. PCs, laptops/notebooks, office electronic equipment, telecommunications equipment including mobile phones, electromedical equipment, printing equipment, cash registers, surveying equipment, digital cameras) which meets the following conditions:
- 1) no more than five years have elapsed since its production,
  - 2) it was installed at the workstation,
  - 3) the commissioning (trial) tests required by law or manufacturer's guidelines have been carried out and completed successfully,
  - 4) it is operated as intended.
35. **permanent surveillance** – direct surveillance performed at the place of insurance by **employees** or a property security agency with which the **Insured** has signed a property surveillance contract or has property surveillance provided under a lease contract (e.g. in a shopping centre, shopping mall, office building); the person performing surveillance must have a scope of duties that includes at least procedures for how to behave in the event of an attempt to take possession of property, be equipped with telephone or radio communication means and perform patrols at intervals of no longer than 3 hours or rely on video surveillance of the facility (if the person performing surveillance is present at the place of insurance).
36. **permanent health impairment** – impairment of the function of a damaged organ or system resulting in permanent dysfunction.
37. **breakage of glazing** – breakage, shattering or cracking of glazing which:
- 1) was not caused by scratches, scuffs, stains, colour changes, poor assembly and disassembly, improper workmanship,
  - 2) does not involve chipping unless it is burglar-proof glass, which loses its properties as a result of such an event,
  - 3) did not arise in the course of replacement, dismantling of the insured item, maintenance or repair work.
38. **loss** – in the insurance of:
- 1) property – loss, damage, destruction or depreciation in value of the insured property,
  - 2) third-party liability – **property loss, personal injury**.
39. **personal injury** – death, bodily injury or disorder of health together with any damage suffered by any person as a result of these occurrences (including compensation for the harm suffered where the law so provides).
40. **property loss** – damage to or destruction of an item together with any damage suffered by the same injured party as a result of these occurrences. The following shall not constitute **property loss**:
- 1) resulting from the loss of a thing, including the loss of use of the thing, unless the loss is due to the destruction of or damage to the thing,
  - 2) resulting from a defect in the final product resulting only from the combination or mixing of the **products** with other products or from further processing or further handling of the **product**,
- 3) resulting from the necessity of removing, dismantling or exposing the defective **product** or assembling, fixing or placing any other **product** free from defects,
  - 4) 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**,
  - 5) resulting from incurring the costs of searching for a defect in a **product**, work or service,
  - 6) having to withdraw 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.
42. **current 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,
43. **benefits for the employer** – a benefit paid to the insured employer in connection with injury covered by accident insurance for which WARTA is liable, and at the same time one of the following circumstances occurred:
- 1) an authorised doctor has certified that the employee is unable to work due to the above-mentioned personal accident and that their incapacity to work has lasted for at least 15 days, or
  - 2) the death of the insured person has occurred.
44. **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.
45. **medical transport** – in assistance insurance: organising and covering the costs of transport of the **Insured** from the place of stay to the relevant medical facility indicated by the doctor of the Customer Service Centre (COK) and by the means of transport recommended by the doctor, or from the medical facility to another medical facility if the facility where the **Insured** is staying does not meet the requirements of treatment appropriate to their state of health and if 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 exceeded 5 days.
46. **property transport** – in assistance insurance: arranging and covering the costs of transporting the salvaged property to the storage place indicated by the **Insured** or from the storage place indicated by the **Insured** to the place of insurance or other place of business resumption, provided that the salvaged property can be loaded on a truck with a capacity of up to 3.5 tons.
47. **Policyholder** – the entity that concludes the insurance contract and is obliged to pay the insurance premium.
48. **Insured** – the entity named in the **policy** for whose account the insurance contract is concluded and, in addition, the **persons covered**. In respect of personal accident insurance: a natural person for whose account the insurance contract has been concluded and who meets the eligibility criteria for being provided with coverage.
49. **lightning strike** – a violent electrical discharge causing the transfer of electrical charge from the atmosphere to the ground.
50. **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.
51. **loss of financial liquidity** – business-related expenses which do not depend on the volume of purchases, production or sales, which could be covered by the **Insured** if the business activity was not disrupted, incurred for:
- 1) lease fees, rents and charges for the consumption of electricity, heat, water and gas at the place of insurance where the **loss** occurred,
  - 2) basic remuneration of employees under employment contracts,
  - 3) interest on loan and lease instalments,
52. **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.
53. **visit of a nurse** – in assistance insurance: organising and covering the costs of nurse's travel and fee only at the place of stay of the **Insured**.
54. **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.
55. **placing goods on the market** – the moment when ownership of goods is permanently or temporarily transferred to a third party.
56. **explosion** – a sudden change in the equilibrium of a system with the simultaneous release of gases, dust, vapours or liquids caused by the tendency to spread. With regard to pressure vessels and other containers of this type, the following condition applies: the walls of these vessels and containers must tear to such an extent that the escape of gases, dust, vapour or liquids results in a sudden equalisation of pressure. An explosion also includes implosion, which involves damaging a vessel or vacuum apparatus with external pressure, as well as the explosion of explosive materials (e.g. bomb planting, unexploded ordnance, pyrotechnics).
57. **accident**:
- 1) in **third-party liability insurance in connection with business activities** – occurrence of a **loss** covered by the insurance,
  - 2) in **professional liability insurance** – an act or omission as a result of which a **loss** occurs.
- In case of doubt, a personal 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.
57. **accident of a means of transport** – an event involving sudden mechanical force at the moment of contact between a wheeled transport vehicle and persons, objects, animals, as well as rollover, overturning, derailment, falling, sinking of the means of transport.
58. **riots and civil commotion** – violent demonstrations by a group of people disturbing public order.
59. **fortuitous event** – a future and uncertain event of a sudden nature, beyond the control of the **Insured**, causing a **loss** to the insured property.

#### 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](http://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.

- The **Policyholder** shall provide WARTA with information on all known circumstances, which WARTA requested in the application form or prior to the conclusion of the insurance contract in other letters. If the Policyholder concludes the contract through a representative, the representative shall also provide such information as mentioned above, including also the circumstances known to them.
- If WARTA concludes the insurance contract despite the Policyholder's failure to answer certain questions, the omitted circumstances shall be deemed immaterial.
- 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.
- WARTA shall not be liable for the consequences of circumstances which, in breach of paragraphs 5 and 7, have not been communicated to it. If the breach of paragraphs 5 and 7 was intentional, in case of doubt, it shall be assumed that the event provided for in the contract and its consequences are the result of the circumstances referred to in the preceding sentence.
- 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.

#### Insurance premium

##### Article 4

- The insurance premium shall be calculated on the basis of the tariff applicable on the date of conclusion of the contract, taking into account the type of activity, scope of insurance, object of insurance, sum insured/liability limit/sum assured, insurance period, income, payment of premium in instalments, number of insurance contracts concluded under these GTC, the number of persons in the scope of personal accident insurance. The reduction or increase of the premium may be affected by the extension of the insurance coverage through clauses/risks/additional extensions, the loss record.
- 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.
- 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 **policy**.
- The obligation to pay the premium shall rest with the **Policyholder**.

#### Insurance period and duration of liability

##### Article 5

- The insurance contract shall be concluded for a maximum period of 12 months, the insurance period shall be specified in the policy.
- Unless otherwise agreed, WARTA's liability shall commence on 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).
- 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.
- Failure to pay the next premium instalment within the time limit specified by WARTA shall result in termination of WARTA's liability only if, after expiry of the time limit for payment of the premium instalment, WARTA request the **Policyholder** to pay, with a threat that non-payment within 7 days of delivery of the request will result in termination of liability.
- 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

- WARTA shall not be liable for the following losses:
  - caused by the **Insured's representatives** as a result of wilful misconduct or gross negligence. The exclusion shall not apply:
    - in respect of gross negligence in the case of third party liability and personal accident insurance,
    - in respect of gross negligence, if the payment of damages is equitable in the circumstances,
  - 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,
  - 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.
  - arising from:
    - war, armed invasion, state of emergency and other acts of war, whether or not formally declared, civil war, sabotage, revolution, insurrection or armed seizure of power, repressive measures by state authorities, confiscation, nationalisation, seizure, requisition or destruction on the basis of a decision taken by the legitimate authorities, **terrorism**, strike, riot, civil commotion, industrial action, sabotage,
    - 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,
    - effects of ionising radiation, laser or maser radiation, magnetic or electromagnetic fields, asbestos or artificial mineral fibres, regardless of their form and quantity, nuclear reactions, radioactive contamination or industrial waste pollution; the provision on laser radiation does not apply to the use of lasers in beauty salons, in line with the provisions of Article 22(5),
    - slow action of any factors, in particular thermal or biological factors, including mould, lichens, fungi, insects, gases, vapours, moisture, smoke, soot, dust, as well as viruses and bacteria (the exclusion of viruses and bacteria does not apply to third party liability insurance); in property insurance against fire and other fortuitous events, if, as a result of the aforementioned factors, another fortuitous event covered by the insurance occurred, then WARTA shall be liable for the consequences of such an event),
    - malfunction, incorrect operation or incorrect use of software or information carriers used in any electronic device, system (e.g. in a computer, microprocessor controller, integrated circuit) or network, as well as the unavailability, loss or distortion of information stored or processed by hardware, software or information carriers, unless another event covered by the insurance occurs as a result; in such a case, WARTA shall be liable only for the consequences of such an event,
    - carrying out activities related to the collection, treatment, disposal, recovery, reclamation of waste,
    - 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,
    - 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.
- 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

- 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:
  - comply with:
    - applicable regulations on fire protection, on the design and operation of technical equipment and on the exercise of technical supervision,
    - recommendations and requirements of the manufacturers or suppliers, including the user manuals for the respective equipment,
    - the minimum property protection requirements set out in the GTC,
  - maintaining the insured property and its security devices in proper technical condition, and using, caring for and maintaining pipes and devices supplying and draining water, steam or liquids, and taking appropriate protective measures in a timely manner to protect the relevant pipes and devices against frost.
- 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.
- The obligations set out in paragraph 1 above shall not apply in respect of third party liability insurance and personal accident insurance.
- The **Insured** shall also be obliged to remove hazards to the property, the removal of which was demanded by WARTA.
- 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**.
- In the event the insurance contract is concluded on behalf of another person:
  - The **Policyholder** shall deliver the GTC to the **Insured** before the **Insured** joins the insurance contract and, where the **Insured** agrees to finance the cost of the premium, before such consent is provided,
  - 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

- In the case of an event covered by the insurance, the **Insured** is obliged to use the available means to rescue the subject of the insurance and to prevent or reduce the **loss**.
- In addition, it is the responsibility of the **Insured** to:
  - 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**,
  - 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**,
  - keep the location of the event unchanged until the arrival of a WARTA's representative, unless the 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 the **loss** adjustment within 7 days of having been notified of the relevant event,
  - comply with WARTA's recommendations, provide WARTA with information and necessary powers of attorney to the extent necessary for the proper **loss** adjustment,
  - 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 assistance and explanations to that end,
  - make available the full accounting records of the insured property, including documents relating to its purchase and operation,
  - complete all documents required by WARTA, as necessary to process the claim for disbursement of damages,
  - confirm, at the request of WARTA, whether the person making the claim was covered by insurance at the time of the insurance event.
- 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.
- In the case of a wilful misconduct or gross negligence leading to a breach of the obligation set out in paragraph 2(1) above, WARTA may reduce the damages accordingly if the breach contributed to an increase in the **loss** or prevented WARTA from establishing the circumstances or consequences of the event.
- With regard to third-party liability insurance:
  - The **insured** shall not, without the written consent of WARTA, acknowledge or settle the claims of the injured party,
  - if criminal or civil proceedings for damages have been brought against the **Insured**, the **Insured** shall be obliged to deliver the document confirming the initiation of the proceedings (letter, statement of claim, decision or other document) to WARTA immediately, no later than within 3 days of receiving such document.
  - The **Insured** shall provide WARTA with court decisions issued in the cases referred to in paragraph 2 above in time to enable it to lodge an appeal.
  - 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 point 3) above, WARTA shall not cover the **costs of legal assistance** and interest and costs of the proceedings awarded against the **Insured** in court proceedings.
- In respect of personal accident insurance, the **Insured** shall be obliged to:
  - seek immediate medical attention,
  - obtain medical documentation stating the medical diagnosis,
  - secure all evidence relating to the **personal accident** to substantiate the claim,
  - upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation in order to determine **permanent health impairment**,
  - 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.
- In the event of the **Insured** failing to fulfil the obligations specified in paragraphs 2, 5-6 above through wilful misconduct or gross negligence, WARTA may refuse to pay damages or benefits in whole or in part, depending on the extent to which such failure to fulfil the obligations affected the determination of the circumstances of the **loss**, its extent, or on the determination of the amount of damages or benefits, unless, in the case of gross negligence, the payment of damages is equitable in the circumstances.

#### Disbursement of damages or benefits

##### Article 9

- The person making a claim under an insurance contract is obliged to document its validity and amount.
- 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**.
- 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.

4. The amount of repair costs should be documented by the contractor's invoice or by the **Insured/injured** party's calculation if they repaired the loss themselves.
5. 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**.
6. 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 applicable regulations, unless the sum insured has been determined to include VAT.
7. 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**.
8. The **Insured** is obliged to provide WARTA or an expert appointed by it with all documents necessary to carry out the liquidation process of the reported claim.
9. The justification for disbursement of the benefit and its amount shall be determined on the basis of documents submitted by the **Insured/Beneficiary**, with the proviso that WARTA shall have the right to verify such documents and consult specialists.
10. WARTA shall disburse 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.
11. 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 10 above, the damages or benefit shall be disbursed 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 disbursed by WARTA within 30 days of the date on which the event was notified to WARTA.
12. If WARTA fails to disburse damages or a benefit within the time limits specified under paragraph 10 and 11, WARTA shall notify 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, of the reasons why their claims cannot be satisfied in whole or in part, and shall disburse the undisputed part of the benefit.
13. 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 disburse the benefit. This information includes instructions on how to pursue claims in court.
14. Unless otherwise agreed, the sum of money paid by WARTA shall not exceed the **loss** suffered.
15. 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 these 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.
16. With regard to 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, determination of the person's rights to benefits under the insurance contract and the amount of such benefits, in particular to doctors who provided or continue to provide care to the **Insured** after an accident or illness,
  - 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 of 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) receipts, proof of payment for medical treatment provided and medicines and dressings purchased to identify 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 a **personal accident**, the benefit related to a permanent health impairment not disbursed to the **Insured** before their death shall be disbursed 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**.

#### Insurance recourse Article 10

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 11

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

- premium under Article 5(4),
- 4) when the sum insured is exhausted as a result of disbursement of damages,
- 5) on the date of disposal of the insured object, 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 5.
2. The **Policyholder** has the right to withdraw from the insurance contract:
  - 1) within 30 days and, where the **Policyholder** is an entrepreneur, within seven days of the conclusion of the contract if the insurance contract is concluded for a period longer than six months. 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. 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.
4. 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.
5. 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.

#### Complaints Article 12

1. Complaints may be submitted to WARTA:
  - 1) in writing in hard copy: to PO Box 1020, 00-950 Warsaw or delivered in person at any WARTA customer service unit,
  - 2) in writing by electronic means: to the electronic delivery address AE:PL-12869-16149-GHRES-21 or by using the form at website [www.warta.pl/reklamacje](http://www.warta.pl/reklamacje),
  - 3) orally: by telephone at +48 502 308 308 (call cost according to the operator's tariff) or on the record at any WARTA customer service unit.
2. WARTA will review the complaint within 30 days from the date of receipt and will provide a written response: by letter in paper form or by email in electronic form - depending on the method of submitting the complaint or the choice of the complainant. In the event that the customer submits a complaint to an electronic delivery address, WARTA will respond electronically to the customer's electronic delivery address. In particularly complex cases, the deadline for replying may be extended to 60 days, of which the person submitting the complainant shall be notified in advance.
3. The organisational unit designated by the Management Board of TUIR WARTA S.A. shall be the competent body for examination of the complaints.
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 13

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 office
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.

#### ALL RISKS PROPERTY INSURANCE

##### Subject of insurance Article 14

1. WARTA provides insurance coverage for **property** provided that it is used in connection with the business activities specified in the **policy**, is recorded in line with applicable regulations, is owned by the **Insured** or is in their possession on the basis of another legal title, as well as **employee property**.
2. The following property is covered by property insurance against fortuitous events:
  - 1) **buildings, structures, premises,**
  - 2) **investment outlays,**
  - 3) **machinery, plant and equipment,**
  - 4) **working assets,**
  - 5) **monetary values.**
3. At the request of the **Policyholder**, the following may additionally be covered under the groups of items in line with paragraph 2:
  - 1) property inside a mobile food-truck,
  - 2) self-service vehicle wash infrastructure, including coin-operated machines, money dispensing and change machines with their contents,
  - 3) kiosks, pavilions, other building structures with a rigid wall and roof structure and the property therein, insofar as activities such as sales, catering, services, office, accommodation (letting of accommodation) or exhibition are carried out therein, with regard to points (2), (3) the protection applies irrespective of whether the building is permanently attached to the ground or temporary in nature.

##### Place of insurance Article 15

1. The insurance covers property on the territory of Poland at the place of insurance specified in the policy and:
  - 1) at the location to which it was moved from the place of insurance,
  - 2) during handling (carriage),
 in connection with direct exposure to an insured **loss** in line with the provisions of the GTC.
2. In the case of the extension of insurance coverage to **mobile use**, the property is covered on the territory of Poland, including transport.

## Scope of insurance

### Article 16

1. Within the agreed sum insured, WARTA shall be liable for losses consisting in the loss, destruction or damage to the insured property arising during the period and at the place of insurance as a result of any fortuitous events, unless they are excluded from WARTA's liability under the provisions of the GTC.
2. In particular, the insurance coverage applies to:
  - 1) fire,
  - 2) **explosion**,
  - 3) aircraft fall,
  - 4) **lightning strike**,
  - 5) smoke and soot,
  - 6) rain,
  - 7) hail,
  - 8) supersonic bang,
  - 9) avalanche,
  - 10) snow pressure,
  - 11) landslides,
  - 12) **flood**,
  - 13) strong winds,
  - 14) earthquake,
  - 15) flooding,
  - 16) fall of trees or other objects,
  - 17) **overvoltage**.
3. 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.
4. Within the limits of the sum insured/the insurance limit, WARTA shall also cover documented costs incurred as a result of using all available means to rescue the subject of insurance and to prevent the **loss** or to reduce its extent, if such means were expedient, even if they proved ineffective.
5. In order to adapt to the specific nature of the business conducted or property held, at the request of the **Policyholder**, up to the limit indicated in the **policy**, upon payment of an additional premium, the scope of insurance coverage may be extended to include:
  - 1) **burglary and robbery**,
  - 2) breakage of glazing,
  - 3) **vandalism**,
  - 4) **failure of electronic equipment**,
  - 5) **mobile use**,
  - 6) **cold store failure**.

## Exclusions

### Article 17

1. Subject to Article 6, in property insurance WARTA does not provide 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) the property that is:
    - a) worn out; overdue or withdrawn from the market before the **loss** occurs; intended for liquidation, scrapping or in respect of which liquidation or bankruptcy proceedings are pending; waste,
    - b) 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),
    - c) underground other than a **building** element, a **structure**,
    - d) in the course of construction, assembly, dismantling, reconstruction, renovation,
    - e) in a plant that has been out of service for more than 90 days,
  - 4) outdoor property, other than:
    - a) an element of a **building**, a **structure**,
    - b) **machinery, plant, equipment** which, in line with the manufacturer's recommendations, can be used under such conditions, subject to the limit set out in Article 18(5)(1),
    - c) **working assets**, taking into account the limit specified in Article 18(5)(2),
  - 5) intoxicating and psychotropic substances (outside the pharmaceutical distribution network in Poland), designer drugs,
  - 6) vehicles subject to registration,
  - 7) computer software, data and external storage media other than tangible working assets,
  - 8) files, documents, plans, designs, drawings, company records, specimens and prototypes, exhibits, manuscripts, antique items, philatelic items and numismatic items,
  - 9) replaceable tools and consumables in **machinery, plant and electronic equipment**, which, on account of their intended use and the nature of their operation, are subject to accelerated wear or regular replacement in the course of maintenance operations in line with the technical documentation or manufacturer's recommendations,
  - 10) cover tents, pneumatic covers used for cultivation: greenhouses, hothouses, cold frames, foil tunnels, mushroom beds and the property located therein,
  - 11) temporary buildings not permanently attached to the ground other than those specified in Article 14(3).
2. WARTA shall not be liable for **losses** caused by:
  - 1) exposure to water or other liquids:
    - a) 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.),
    - b) in **working assets** situated below the ground level and less than 10 cm above the floor, unless the property was flooded directly from above,
  - 2) **explosion** provoked for production, operation or demolition purposes or arising in internal combustion engines when such explosion is connected with their natural function or caused by the normal pressure of the gases they contain,
  - 3) **lightning strikes** or **overvoltage** – in fuses, fuse links, contactors, lightning arrestors, sensors, bulbs, lamps,
  - 4) the action of water or other liquids due to tests on fixed fire-fighting equipment or the fire detection or alarm system,
  - 5) systematic wetting, caused by leaks in plumbing or other technological equipment for the distribution of water, other liquids or steam, as well as by the action of groundwater, frost on walls and by mould, fluvial or marine erosion,
  - 6) production, processing or services performed thereon, in particular the exposure of the insured property to fire or heat in a technological process,
  - 7) 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,
  - 8) gradual deterioration of the insured property due to normal wear and tear, continuous use, ageing, corrosion, cavitation, the nature of the insured item, gradual deterioration of properties, deformation or distortion, purely aesthetic defects (e.g. scratches), as well as loss of weight, shrinkage, evaporation, changes in colour, texture, finish or smell, unless they are followed by an event specified in Article 16(2), in which case WARTA shall be liable for the consequences of such an event; failure to pay for energy to the supplier, improper storage or packaging of working assets,
  - 9) construction disaster,
  - 10) transport of **monetary values** carried out by public/mass transport.
3. The insurance coverage does not include **losses** resulting from:

- 1) theft of property, simple theft, theft or attempted theft of externally installed parts of a **building** or **structure**, as well as **machinery** and **equipment**; the exclusion does not apply to **burglary and robbery** if covered under Article 16(5)(1),
  - 2) breakage of glass objects unrelated to the occurrence of any other **fortuitous event** covered; the exclusion does not apply to **breakage of glazing** if included under Article 16(5)(2),
  - 3) **vandalism** unless protection pursuant to Article 16(5)(3) has been included,
  - 4) operating errors, improper use, design errors, construction errors, incorrect assembly, use of faulty materials, power failure, short-circuit, one phase missing, incorrect current parameters and other electrical reasons; this exclusion does not apply to **overvoltage**, and, in the case of inclusion of protection pursuant to Article 16(5)(4), also to **failure of electronic equipment**,
  - 5) **fortuitous events** outside the place of insurance indicated in the insurance contract; the exclusion does not apply to insurance of **monetary values** during transport, and in the case of extension of protection under Article 16(5)(5) – **mobile use**,
  - 6) lowering or raising of the temperature of **working assets**; the exemption does not apply to the **failure of a cold store** if this was included pursuant to Article 16(5)(6).
4. With regard to **electronic equipment failure**, WARTA shall not be liable for any **losses** for which, under the provisions of law or a legal act, a third party is liable: supplier, manufacturer, seller or service contractor (in particular, a service technician, carrier, forwarder or subcontractor).
  5. If the **Policyholder** has not declared for insurance and has not paid the additional premium, the insurance coverage shall additionally exclude **buildings, structures, premises** with:
    - 1) a wooden structure of load-bearing elements (not applicable to the roof structure), external walls or ceilings,
    - 2) wood shingle / thatch roofing
    - 3) and the property therein.

## Sum insured / liability limit

### Article 18

1. The sum insured/liability limit indicated in the policy constitute the upper limit of WARTA's liability.
2. The sum insured corresponds to the expected maximum **loss** that may arise from the occurrence of one or all **fortuitous events**, regardless of the actual total value of the property.
3. The sum insured shall each time be reduced by the value of the damages disbursed by WARTA.
4. The insurance contract introduces additional limits of liability within the sum insured. The amounts paid as damages, which are covered by the limit of liability, result in a simultaneous reduction of the sum insured.
5. With regard to property located outdoors (open space), other than the self-service car wash infrastructure, electric vehicle charging station, photovoltaic or solar installation, wind turbine declared in the application, the following liability limits apply in relation to the sum insured/limit:
  - 1) **machinery, plant, equipment** – 20%,
  - 2) **working assets** – 5%.
6. Within the limits of the **burglary insurance**, up to PLN 10,000 per event, WARTA shall also cover the costs of repair or replacement of items damaged as a result of burglary or attempted **burglary**:
  - 1) structural parts of a **building, structure or premises**, in particular: roof, ceilings, walls, floors, windows, doors,
  - 2) anti-theft devices of **buildings, structures, premises** and lockers or devices for storing **monetary values**.
7. **Monetary values** are covered up to a limit of 50% of the sum insured not more than:
  - 1) PLN 5,000 for one and all events – at the place of insurance,
  - 2) PLN 2,000 per one and all events – for transport of **monetary values**.
8. **Employee property** is covered under the sum insured/liability limit of up to PLN 500 per employee for one and all events during the insurance period.
9. **Machines** in the form of coin-operated vending machines, cash dispensing machines and money-changing machines with their contents are covered under the sum insured/liability limit up to the following amounts per one and all events during the insurance period:
  - 1) PLN 5,000 – in relation to the self-service car wash,
  - 2) PLN 500 – for activities other than those mentioned above.
10. **Vandalism** insurance shall have a sub-limit of 10% of the limit per **vandalism** indicated in the policy for events defined as graffiti, splashing or painting.
11. As part of **glazing breakage** insurance, a sublimit of 20% of the glazing breakage limit is set for the costs of setting up and dismantling scaffolding necessary to repair the insured items and to make advertising and information signs.

## Determination of the amount of loss and damages

### Article 19

1. The amount of **loss** shall be determined as follows:
  - 1) for **buildings, structures, premises**: 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) in **machines, devices, electronic equipment, fittings**: the cost of repair, renovation, purchase or manufacture of a new item of the same or most similar type, model, technical parameters, power and quality.
2. Technical wear and tear shall be deducted from the amount of **loss** determined in line with paragraph 1 in the following cases:
  - 1) property whose technical wear and tear at the date of the insurance application exceeds 50%,
  - 2) when the **Insured** has waived the repurchase, restoration or repair of the damaged property.
3. The basis for determining the amount of **loss** for the remaining property shall be as follows:
  - 1) in working assets, the cost of repair or cleaning, the purchase price or production cost, or the value less technical wear and tear in the case of second-hand property,
  - 2) in **third party property** – the cost of repair or cleaning, or the value reduced by technical wear and tear (in consignment stores and pawnbrokers – net of commission or margin, not higher than the value indicated on the acceptance document),
  - 3) in **investment outlays** – the cost of reconstruction or renovation, taking into account the existing dimensions, structure, materials,
  - 4) in **monetary values**:
    - a) jewellery – purchase price or production cost,
    - b) 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) in **employee property** – the cost of repair or purchase price less the value of technical wear and tear of 30%.
4. 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.
  - 4) exclude VAT where the **Insured** is a VAT payer.
5. In glazing breakage insurance, damages may take the form of a glazier service paid for by WARTA, who will carry out repairs at the place of insurance. This form of damages may be selected by the **Insured** when reporting the **loss**.
  6. 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.

### Minimum property security requirements

#### Article 20

1. Required minimum security in property insurance:
  - 1) all **buildings, structures and premises** together with their security devices are maintained in a good state of repair,
  - 2) **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,
  - 3) 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,
  - 4) 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,
  - 5) the walls, ceilings, floors and roofs of the **buildings and premises** in which the insured property is located are made of durable materials (which cannot be destroyed or overcome without the use of force or tools) and with technology corresponding to the purpose and location of the **building/ premises**, and do not have insecure openings which allow access to the insured property without the use of force or tools,
  - 6) external doors leading to the **building/premises** in which the insured **property** is located shall be in good working order and so constructed, fitted and locked that they cannot be broken or forced open without the use of force or tools and cannot be opened without the use of forged or fitted keys,
  - 7) external doors leading to the **building/premises** are lockable:
    - a) with two locks or padlocks on separate staples, or
    - b) with one attested multi-point locking system, or
    - c) with a single lock or padlock if **permanent surveillance** is established or an alarm is installed.

an electronically controlled access lock operated by a magnetic card, remote control, biometric reader (e.g. fingerprint scanner, iris scanner, etc.) is also considered a lock.
  - 8) in double-leaf (multi-leaf) doors, one leaf is secured with a bolt at the top and bottom on the inside of the premises, and in the case of glazed doors, no locks/bolts have been used that can be opened without a key through a hole in the glass,
  - 9) all windows and other external glass openings in the **premises** where the insured property is located are in proper working order, properly fitted and properly closed,
  - 10) 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,
  - 11) **monetary values** are stored in a cash register or steel cash box or a coin-operated machine.
2. Subject to the exceptions set out in paragraphs 3 and 4, in respect of property outside a building, premises (i.e. outdoors, yard) – the yard in which the property is located must be illuminated after dark, 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.
3. In the case of **monetary values** in vending machines, under the insurance of the self-service car wash infrastructure, the attachment of the machine to the ground or the wall of the building and the illumination of the area at night are considered sufficient security.
4. In insurance covering property outside the location (place of insurance) and in insurance covering mobile catering vehicles such as food trucks, the coverage includes burglary into the vehicle or theft of the vehicle only if all of the following conditions are met:
  - 1) the vehicle was properly locked,
  - 2) property in the vehicle is stored out of sight from the outside,
  - 3) the property is locked in a part of the vehicle fitted with a hardtop or in a boot,
  - 4) the vehicle has functioning and attested anti-theft devices (e.g. triggering an alarm) that have been activated.

### THIRD PARTY LIABILITY INSURANCE

#### The scope of insurance coverage

##### Article 21

1. The subject of insurance is the **Insured's third-party liability for damage to property and personal injury** caused to **third parties** in connection with the conduct of the business specified in the insurance contract and in connection with the property used in that business, which the **Insured** is obliged to repair in line with the law, but not beyond the scope of the GTC and the insurance contract.
2. WARTA's insurance coverage includes **events** that occur during the insurance period. The insurance coverage referred to in paragraph 1 shall include the **Insured's** third party liability:
  - 1) for unlawful acts (tort) and/or,
  - 2) for non-performance or improper performance of an obligation (contractual liability) and arising from the concurrence of these grounds of liability.
3. 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. 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** is only deducted once for all claims in the same series.
4. 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** company,
  - 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.

#### Insurance options

##### Article 22

1. Third-party liability insurance can be taken out in one of two options:
  - 1) in the BASIC OPTION, the scope of insurance includes third-party liability in tort in connection with running an office (office activities) and owning property,
  - 2) in the OPTIMUM OPTION, the scope of insurance includes third-party liability in tort and **contract** in connection with the carrying out of activities and the possession of property, including liability for **bodily injury or property damage** arising after the work or services have been handed over to the recipient.
2. In addition, the scope of insurance includes a package of the following risks:
  - 1) **property losses** consisting of damage to, destruction of or loss due to damage to or destruction of **third party** movables on which the **Insured** undergoes treatment, repair,

- cleaning, transport, inspection or other similar operations.
  - 2) **bodily injury or property losses** related to a defect in a product placed on the market by the **Insured**,
  - 3) **bodily injury or property losses** arising from the transmission of infectious diseases,
  - 4) 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
  - 5) **losses** in connection with loading or unloading operations
  - 6) **losses** related to the use of laser in beauty salons,
  - 7) **losses** in connection with the organisation by the **Insured** of special events such as training courses, conferences, parties for the **Insured's** employees or business partners
  - 8) **losses** as a result of gross negligence,
  - 9) **losses** in connection with the backflow of liquids in water and sewage systems.
3. The provisions of paragraph 2(1)-(7) do not apply if the insurance is concluded under the BASIC OPTION.
  4. An aggregate sub-limit of 50% of the sum assured shall be established in respect of the package of risks listed in paragraph 2(2)-(4).
  5. A sub-limit of PLN 20,000 shall be established in respect of **losses** listed in paragraph 2(6) connected with the use of a laser in beauty salons.

### Exclusions

#### Article 23

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) resulting from and arising out of the contractual extension of the scope of liability resulting from generally applicable laws, including the contractual assumption of liability of a third party, as well as contractual penalties, administrative penalties, fines, penalties and interest thereon,
  - 4) claims arising from regulations on statutory warranty, contractual warranty, consumer claims for non-compliance of goods with the contract, claims for performance or proper performance of obligations and for substitute performance, claims arising from withdrawal from the contract, claims for reimbursement of costs incurred for or in order to perform the contract,
  - 5) in aircraft or vessels, as well as any **personal injury or property losses** arising directly or indirectly from an accident to any aircraft or vessel, and in connection with the possession, driving, using or operating of rolling stock, trams or quad bikes. The 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, rolling stock, trams,
  - 6) in connection with the performance of any work or services in maritime areas, including fixed and other marine structures (outside the mainland),
  - 7) losses caused by the release of a chemical substance into the air, water or ground (emissions),
  - 8) in connection with liability under the law:
    - a) on preventing and remedying environmental losses (ecological losses),
    - b) on waste,
  - 9) losses caused by vibration, deterioration of load-bearing elements or removal of or deterioration of the bearing capacity of the soil.
  - 10) the effects of fireworks and explosives,
  - 11) for **personal injury** caused by medicinal products, including blood or blood products, medical devices (this exclusion does not apply to pharmacies and dispensaries), and in connection with the conduct of clinical trials as well as medical malpractice and the provision of any medical services or activities,
  - 12) in the **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,
  - 13) 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 substandard **product** placed on the market with information about a defect to the extent that the loss was caused by a known defect in the **product**, use of the product contrary to its intended purpose, as well as losses resulting from improper maintenance,
  - 14) 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,
  - 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) other than in the form of **personal injury or property loss**,
  - 17) losses in goods which have been manufactured or purchased for delivery by the **Insured**, but have not yet been delivered to the consignee,
  - 18) for **losses** arising directly or indirectly from defective performance of road management activities as well as from the performance of winter road and pavement maintenance services,
  - 19) 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,
  - 20) 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,
  - 21) performing test drives as part of the car repair shop's activities and arising from the provision of services involving bringing, taking away and moving vehicles.
2. Unless the scope of insurance coverage has been extended by the inclusion of appropriate additional extensions, WARTA shall not be liable for the following **losses**:
  - 1) in movables and immovables used by the **Insured** on the basis of a hire, tenancy or similar contract,
  - 2) arising from an event having the characteristics of an accident at work suffered by the **Insured's** employees,
  - 3) 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**),
  - 4) in underground installations.

### Extensions of liability

#### Article 24

At the request of the Policyholder and upon payment of an additional premium, WARTA shall extend the insurance coverage by:

- 1) third-party liability of the lessee of movable property and real estate,
- 2) third party liability for losses suffered by the **Insured's employees**,

- 3) extended liability clause (only in the OPTIMUM OPTION).

#### Tenant's third party liability Article 25

1. Within the scope of the tenant's third party liability, contrary to Article 23(2)(1), the scope of insurance coverage is extended to include the **Insured's** liability for **property losses** to movables and real estate, used by **the Insured** on the basis of a lease, tenancy or similar contract.
2. In addition to the exclusions in Article 23(1) of the GTC, the insurance coverage under the tenant clause does not include the following claims:
  - 1) for **losses** caused by using items in a way not intended for them,
  - 2) **losses** resulting from normal wear and tear of the property,
  - 3) **losses** in motor vehicles, components of combinations of vehicles (semi-trailers, trailers, wagons), their parts or equipment,
  - 4) **losses** consisting in the loss of movable property for reasons other than destruction or damage;

#### Employer's third party liability Article 26

1. Within the scope of the employer's third party liability insurance, contrary to Article 23(2)(2), the scope of insurance coverage shall be extended to include the **Insured's** liability for **bodily injury** resulting from an event having the features of an accident at work suffered by **the Insured's** employees, with the proviso that WARTA shall pay damages after reducing the amount of loss by the amount of benefit due to the injured party on account of accident at work on the basis of the Act on Social Insurance for Accidents at Work and Occupational Diseases.
2. In addition to the exclusions in Article 23(1) of the GTC, the insurance coverage under the Employer's third party liability extension does not include:
  - 1) 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,
  - 2) recourse claims by any institution whatsoever that is obliged to pay benefits on the account of the accidents at work;
  - 3) **injuries** due to occupational diseases,
  - 4) accidents occurring on the way to or from work.

#### Extended liability Article 27

Within the scope of the extended liability, contrary to Article 23(2)(3) and 23(2)(4), the scope of insurance coverage in the OPTIMUM OPTION shall be extended by **the Insured's** liability for **bodily injury** and **property losses**:

- 1) 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**),
- 2) in underground installations.

#### Territorial scope of insurance coverage Article 28

1. The insurance coverage includes the **Insured's** liability for **losses** that occurred in the territory of Poland, with the exception of:
  - 1) liability of the **Insured** for **bodily injury** or **property losses** caused in connection with the business travel of their employees, the coverage shall also include liability for **property losses** in the premises and their furnishings leased in direct connection with the specific business travel of the employees,
  - 2) liability for **the product** and the service provided, insofar as the **product** was placed on the market by **the Insured** in the territory of Poland and the service was provided by the **Insured** in the territory of Poland and the **Insured** was not aware that **the product** or the object of the service would be outside the territory of Poland.
2. Notwithstanding the provisions of paragraph 1, in any event, **losses** occurring on the territory of the United States of America, Canada and Australia shall not be covered.

#### WARTA's obligations Article 29

To the extent arising 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) disburse damages within the scope of the **Insured's** liability for **losses**, based on the recognition of a claim made or accepted by WARTA, a settlement concluded or accepted by WARTA, or a final court ruling,
- 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.

#### Deductible Article 30

The deductible for **losses** to vehicles during the repair service is PLN 500.

#### Sum assured Article 31

1. The sum assured means the amount specifically stated in the **policy**, which is the upper limit of WARTA's liability for the relevant insurance period.
2. The sum assured shall be determined for one and all **events** in the insurance period.
3. The sum assured shall be reduced each time by the value of the damages disbursed by WARTA, as referred to in Article 29(3), and the amount of the costs referred to in Article 29(2) and (4).
4. The insurance contract may provide for limits on 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 the **loss** suffered by a **third party** exceeds the sum assured, the costs indicated in Article 29(2) shall be covered in a part determined by the ratio of the sum assured to the amount of such **loss**.
6. Disbursement or making available of an amount equal to the sum assured shall release WARTA from further benefits.
7. 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.

### PROFESSIONAL THIRD PARTY LIABILITY INSURANCE

#### The scope of insurance coverage Article 32

1. The subject of insurance is third party liability (OC) of the **Insured** – a natural person – for **property losses** or **bodily injury** caused to **third parties** in connection with the performance of professional activities and in connection with the property used in this activity, which the **Insured** is obliged to repair in line with the law, but not beyond the scope of the GTC and the insurance contract.
2. In particular, the following professional activities may be covered:

- 1) performed by educational staff (e.g. teachers, educationalists, tutors),
  - 2) performed by people involved in sport (e.g. sports coaches, sports instructors),
  - 3) performed by people involved in culture (e.g. tourist guides, tour managers, museum curators),
  - 4) performed by apprentices in respect of **losses** caused to the apprentice's employer,
  - 5) performed by office workers,
  - 6) performed by beauty staff, hairdressers,
  - 7) performed by pharmacists or pharmacy technicians, including regarding the dispensing of medicines and the preparation of prescription medicines,
  - 8) performed by persons carrying out construction work not requiring permits or authorisations inside a buildings or structures.
3. WARTA's insurance coverage includes **events** that occur during the insurance period.
  4. The insurance coverage referred to in paragraph 1 shall include the **Insured's** third party liability
    - 1) for unlawful acts (tort),
    - 2) for non-performance or improper performance of an obligation (contractual liability) and arising from the concurrence of these grounds of liability.
  5. The insurance coverage shall also include losses caused by gross negligence.

#### Territorial scope of insurance coverage Article 33

Only third party liability of the **Insured** in respect of **losses** resulting from an insurance event occurring within the geographical limits of Europe, the non-European part of Turkey, all non-European Mediterranean countries and the Canary Islands and Madeira shall be covered.

#### WARTA's obligations Article 34

To the extent arising 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) disburse damages within the scope of the **Insured's** liability for **losses**, based on the recognition of a claim made or accepted by WARTA, a settlement concluded or accepted by WARTA, or a final court ruling,
- 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.

#### Sum assured Article 35

1. The sum assured means the amount specifically stated in the **policy**, which is the upper limit of WARTA's liability for the relevant insurance period.
2. The sum assured shall be determined for 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 34(3), and the amount of the costs referred to in Article 34(2) and (4).
4. The insurance contract may provide for limits on 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 the loss suffered by a third party exceeds the sum assured, the costs indicated in Article 34(2) shall be covered in a part determined by the ratio of the sum assured to the amount of such loss.
6. Disbursement or making available of an amount equal to the sum assured shall release WARTA from further benefits.
7. 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.

#### Exclusions Article 36

Subject to Article 6, the insurance coverage does not extend to **losses** resulting from or caused:

- 1) resulting from the wilful misconduct of the **Insured**,
- 2) if the **Insured** did not have the education, licences, permits, qualifications, experience, etc. required by applicable regulations to perform professional activities, or was prohibited from performing a specific profession, unless the lack of qualifications did not contribute to the occurrence of the **loss**,
- 3) **to persons close to the Insured** being a natural person (including those running a business or being a partner in a civil partnership),
- 4) 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,
- 5) in connection with the conduct of clinical trials as well as medical malpractice and the provision of any medical services or activities,
- 6) losses arising as a result of not meeting deadlines or exceeding agreed costs,
- 7) other than in the form of **personal injury** or **property loss**,
- 8) 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.
- 9) claims arising from regulations on statutory warranty, contractual warranty or consumer claims, claims for performance or proper performance of obligations and for substitute performance, claims arising from withdrawal from the contract, claims for reimbursement of costs incurred for or in order to perform the contract,
- 10) in the **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,
- 11) 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 standard product placed on the market with information about a defect to the extent that the **loss** was caused by a known defect in the **product**,
- 12) use of the **product** contrary to its intended purpose, as well as losses resulting from improper maintenance,
- 13) 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,
- 14) due to the lack of aesthetic properties of the subject of the contract specified in the contract or due to the use of elements with properties inconsistent with the contract.

### PERSONAL ACCIDENT INSURANCE

#### Subject of insurance Article 37

1. The subject of insurance are the consequences of personal accidents resulting in permanent health impairment or death of the **Insured**.
2. The coverage shall include the consequences of personal accidents occurring during the

insurance period, arising during work and on the way to/from work or during activities organised by the **Insured** in connection with their business and on the way to/from them.

- The same coverage, types of benefits and sums insured apply to all persons insured.

#### Scope of insurance and amounts of benefits

##### Article 38

- The following events are covered under **personal accident** insurance:

Scope of insurance	death of the <b>Insured</b> as a result of a personal accident
	permanent health impairment

- In the event of a **personal accident**, WARTA is obliged to pay the following benefits:
  - In the case of the death of the **Insured** as a result of a personal accident, WARTA shall pay a benefit equal to 100% of the sum insured, as indicated in the policy,
  - For **permanent health impairment**, WARTA shall pay a benefit of up to 100% of the sum insured, as indicated in the policy,
    - The amount of the benefit is calculated by multiplying the percentage of permanent health impairment, as decided by the doctors appointed by WARTA, by the sum insured. Subject to the injuries specified in the table below, where the degree of complexity of the injury causing the **permanent health impairment** 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 assessment of permanent health impairment of TUİR '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

- The amount of **permanent health impairment** benefit per insurance event cannot exceed 100% of the sum insured as specified in the insurance contract,
- The **Insured's** occupational speciality shall not be taken into account when determining the percentage of **permanent health impairment**,
- 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**;
- 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 an illness 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.

#### Sum insured

##### Article 39

- The sum insured is the amount indicated in the insurance contract and confirmed in the policy, relating to each **Insured** separately, constituting the basis for WARTA to calculate the amount of the benefit in the case of an insurance event.
- WARTA's liability for each insurance event specified in the insurance contract is limited to the payment of benefits not exceeding the sum insured specified in the policy.

#### Exclusions of liability

##### Article 40

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

- diseases,
- attempted or committed suicide or wilful self-mutilation by the **Insured**,
- 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,
- the **Insured's** attempt to commit or commission of a criminal offence,
- bodily injury caused by medical treatment and procedures, regardless of by whom they were carried out,
- the **Insured's** practising:
  - high-risk sports – practising motor or motorboat sports, aviation, parachuting, ballooning, hang-gliding, paragliding, motor-gliding, gliding and other air sports, mountain climbing with the use of specialised equipment or without a belay (bouldering), alpine and ice climbing, speleology, abseiling, bungee jumping, rafting, combat sports, ski jumping, off-piste skiing, water skiing, horse riding (except for recreational or therapeutic riding), scuba diving below 30 m, kitesurfing, ocean sailing, including participation in competitions, races, preparation and training.
  - competitive sports – 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, scholarship, allowance, cash prizes), including participation in professional competitions.
  - Professional sports – practising a sport for profit (including any form of earning income therefrom) as part of a sports unit or club while participating in a sports competitions or training.

#### LOSS OF FINANCIAL LIQUIDITY AND BENEFITS FOR THE EMPLOYER

##### Subject of insurance

#### Article 41

At the request of the **Policyholder** and upon payment of an additional premium, WARTA extends the insurance coverage:

- of property against fortuitous events by **loss of financial liquidity** which occurred to the **Insured** during the interruption of business at the place of insurance indicated in the insurance contract, as a result of a **loss** for which WARTA is liable in connection with a **fortuitous event** in the insured property,
- personal accident consequences for **employer benefits** during the **indemnity period**.

#### Determination of the amount of the loss

##### Article 42

WARTA shall pay damages for the duration of the **indemnity period** in the amount of:

- in case of **loss of financial liquidity** – 1/30 of the sum **insured** limit for each day of the **indemnity period**, based on the expenses related to the loss of financial liquidity incurred by the **Insured** and documented by bills, contracts,
- in case of the employer's benefits for hiring a replacement employee:
  - PLN 50 for each day of at least 15 days' incapacity to work on the basis of a medical certificate issued by an authorised doctor, and in the event of death – payable once for the entire indemnity period, i.e. PLN 1,500,
  - shall be paid only to the **Insured** and in the case of the **Insured's** death and business closure, to the beneficiaries.

#### Exclusions

##### Article 43

Subject to Article 6, the insurance coverage does not include:

- in insurance of **loss of liquidity by the Insured** in connection with:
  - lack of sufficient financial resources necessary to restore the **loss** affected property as soon as possible,
  - 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 after the **loss** as a result of a decision by the **Insured**,
- in the insurance of the employer's benefit incurred by the **Insured** in connection with the **Insured's** business activities other than those declared for insurance by indicating.

#### ASSISTANCE

##### Assistance services

##### Article 44

- The subject of the assistance insurance is the organisation and coverage of benefits in respect of:
  - technical assistance in the office,
  - medical assistance.
- Assistance services shall be provided to the **Insured** and, in the case of medical assistance, also to the **Insured's employees**.
  - The place of provision of the assistance service is the territory of Poland. In the case of technical assistance, the scope of action is limited to the location indicated in the insurance contract.
  - In order to use the service, it is necessary to notify the Customer Service Centre (COK) about the event.
  - The liability limits for each benefit are set out in the table below:

Service option	Scope of the service	WARTA's maximum liability limit for the service per event
Technical assistance in the office	Glazier and service technician of office equipment – maximum twice during the insurance period	PLN 500
	Other specialists – no limit	PLN 500
	Transport of property	PLN 500
	Storage of property (maximum 5 days)	PLN 500
Medical assistance	Property surveillance	PLN 500
	Doctor's visit (twice during the insurance period)	A total of PLN 1.000
	Nurse's visit	
	Medical transport	
Delivery of medicines		

#### Technical assistance in the office

##### Article 45

- The scope of technical assistance in the office covers the intervention of a specialist appropriate to the type of damage in order to carry out repairs at the place of insurance.
  - The service is triggered in case a **fortuitous event** covered by the insurance of property against fire and other fortuitous events or **burglary and robbery** if there is damage to the insured object which causes a risk of a loss and/or aggravation of the **loss**. The service includes travel costs, labour costs and the cost of materials necessary to perform the service, limited exclusively to: seals, fittings, pipe clamps, lock cylinders, hinges, adhesives, screws, assembly foams, silicones, connection hoses and vapour barrier films. In particular, the following are not considered to be materials: bathroom ceramics, fittings, etc., as well as door and window frames and sashes and door closers.
  - Irrespective of the service specified in point 1) WARTA shall organise and cover the costs of a specialist (locksmith or alarm device technician) for the repair of a breakdown or for emergency opening of a door in a situation of:
    - 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,
    - inability to open the front door leading to the insured **premises** due to a loss of keys, slamming or damage to the lock.
 The service does not include the cost of spare parts, including locks.
  - Notwithstanding the benefit set out in point 1), in the event of a **breakdown of office equipment** preventing its proper functioning, WARTA shall organise assistance to repair the equipment and 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. The service is provided no later than 3 working days of the day the failure is reported to the Customer Service Centre (COK).

2. If, as a result of a **fortuitous event** covered under the property insurance against **fortuitous events**, the insured place is in a condition that makes it impossible to carry out business activities, WARTA shall provide:
  - 1) transport of property,
  - 2) safekeeping of property,
  - 3) property surveillance.

#### **Medical assistance**

##### **Article 46**

In the event that **the Insured** suffers a personal accident at the place of business resulting in bodily injury or disorder of health, WARTA shall provide one or more of the following benefits:

- 1) doctor's visit,
- 2) nurse's visit,
- 3) medical transport,
- 4) delivery of medicines.

#### **Exclusions**

##### **Article 47**

1. Subject to Article 6, irrespective of the scope of assistance services, WARTA shall not organise or cover the costs of services related to:
  - 1) damage to any software,
  - 2) equipment maintenance.
2. Moreover, the following services are excluded from the assistance services:
  - 1) 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,
  - 2) of an electrician or heating appliance and installation technician, relating to damage to light bulbs, signal lights, extension cords, etc.,
  - 3) related to the repair of defects that appeared before the occurrence of the insurance event covered, including defects for which the manufacturer is liable,
  - 4) related to the repair of office equipment older than 6 years,
  - 5) covering the purchase of medicines, dressings and other medications,
  - 6) related to sudden and chronic and mental illnesses and their exacerbations.
3. 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.
4. 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.
5. Subject to paragraph 4 WARTA shall not be liable for events and costs when the Insured acted without first consulting the COK.

#### **Procedure in the case of an event covered by the assistance service**

##### **Article 48**

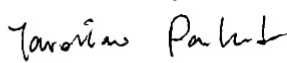
1. In the event of a **loss**, **the Insured** is obliged to contact the COK at the number stated on the insurance contract document (policy).
2. The person reporting the event should provide all information necessary to organise assistance within the scope of the services provided, in particular: data enabling the identification of the customer and a brief description of the event and the type of assistance required.

Vice-President of the Management Board



Jaroslaw NIEMIROWSKI

President of the Management Board



Jaroslaw PARKOT

# 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
<b>CONTROLLER AND CONTACT DETAILS</b>	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 <a href="http://www.warta.pl">www.warta.pl</a> .	
<b>SCOPE AND SOURCE OF DATA</b>		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.
<b>PURPOSE, LEGAL BASIS AND PERIOD OF DATA PROCESSING</b>	<p>Your personal data will be processed by WARTA for the following purpose:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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.</li> <li>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;</li> <li>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;</li> <li>marketing of WARTA's own products or services, profiling included, for the purpose of determining preferences and needs relating to insurance and financial products and for the purpose of presenting an appropriate offer, on the basis of a legitimate interest pursued by WARTA, i.e. promotion of WARTA's own products or services until you have expressed your objection to personal data processing for such purpose;</li> <li>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;</li> <li>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;</li> <li>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 purpose 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;</li> <li>accounting, pursuant to accounting regulations, for the period set forth in those regulations, extended by the period to pursue claims;</li> <li>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;</li> <li>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.</li> </ol>	
<b>WHAT RIGHT YOU HAVE</b>	<p>You have the right to:</p> <ol style="list-style-type: none"> <li>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;</li> <li>have it rectified, or corrected or supplementing your personal data that is incorrect or incomplete;</li> <li>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);</li> <li>have processing restricted or discontinued, especially when you challenge the correctness of your personal data or object to its processing – for a period allowing WARTA to verify the grounds of such request;</li> <li>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.</li> <li>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;</li> <li>lodge complaints with the Supervisory Authority regarding personal data (that is to the President of the Office for Personal Data Protection).</li> </ol> <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: <a href="mailto:IOD@warta.pl">IOD@warta.pl</a>.</p>	
<b>CONTACT DETAILS OF THE DATA PROTECTION OFFICER</b>	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 <a href="mailto:IOD@warta.pl">IOD@warta.pl</a> 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 <a href="http://www.warta.pl">www.warta.pl</a> in the "Contact" tab. You may contact your insurance agent in person or by phone.	
<b>DATA RECIPIENTS</b>	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.	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.
<b>OTHER DATA SOURCES</b>	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 provided 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 Polish Central Statistical Office – to verify its 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 – e.g. with regard to loss history and verification of entity data; other insurance companies – with regard to reported incidents, medical facilities – with respect to health information, provided that consent has been, assistance service providers – within the scope of the course and results of performed services; in the case of entrepreneurs – from the register of national economy entities (REGON [Statistical ID]) kept by the Polish Central Statistical Office within the scope of data disclosed therein for the purpose of verifying its correctness; and from other entities – within the scope necessary for risk assessment, performance of the contract or assessment of the reported claim.
<b>DATA PROVISION OBLIGATION</b>	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.	