

GENERAL TERMS AND CONDITIONS OF PZU AUTO VEHICLE INSURANCE

laid down through an ordinance of the Management Board of Powszechny Zakład Ubezpieczeń
Spółka Akcyjna no. UZ/59/2024 of 19 March 2024



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Information as stipulated in Article 17 Section 1 of the Insurance and Reinsurance Activity Act:

Type of information	Number of drafting unit of the template agreement
Rationale payments of compensation and other benefits	<p>Common provisions: § 2 section 2, § 3, § 66 section 6-8, § 68 section 1-4, § 69, § 1, § 77 section 1 and 3</p> <p>PZU Auto AC Insurance: § 4 item 1, § 5 item 1, § 6 section 1 item 1, § 7, § 8, § 9, § 11, § 15, § 16, § 17, § 18, § 19, § 20, § 68 section 5, § 73, § 78 section 1, 4 and 5</p> <p>PZU Pomoc w Drodze Insurance: § 4 item 2, § 5 items 2-4, § 6 section 2, § 21, § 22, § 23, § 68 section 5, § 73, § 79</p> <p>PZU Auto Szyba Insurance: § 4 item 3, § 5 item 5, § 6 section 3, § 27, § 28, § 32, § 68 section 5, § 73, § 80</p> <p>PZU Auto Opony Insurance: § 4 item 4, § 5 item 6, § 6 item 4, § 33, § 73, § 81</p> <p>PZU Auto NNW Insurance: § 4 item 5, § 5 item 1, § 6 section 1 item 1, § 36, § 37, § 41, § 73, § 82, § 86 section 2</p> <p>PZU Auto Asystent Zdrowotny Insurance: § 4 item 6, § 5 item 7, § 6 section 5, § 42, § 43, § 44, § 73, § 83</p> <p>PZU Auto NNW Max Insurance: § 4 item 7, § 6 section 1 item 1, § 47, § 48, § 52, § 82, § 86 section 2</p>

Type of information	Number of drafting unit of the template agreement
	<p>PZU Auto Zielona Karta Insurance: § 4 item 8, § 5 item 8, § 6 section 1 item 3, § 53, § 54, § 68 section 6, § 69 section 2, § 84, § 87 section 1</p> <p>PZU Auto Ochrona Prawna Insurance: § 4 item 9, § 5 item 9, § 6 section 1 item 2, § 57, § 58, § 59, § 60, § 62, § 64, § 73, § 85</p>
<p>Limitations and exclusions of an insurance company's liability that authorise the denial of claim payments or their reduction</p>	<p>Common provisions: § 2 section 2, § 3, § 66 section 9, § 68 section 1-4, § 69 section 1, § 77 section 2, § 86 section 1</p> <p>PZU Auto AC Insurance: § 6 section 1 item 1, § 7, § 8, § 9, § 10, § 11, § 12, § 13 section 3, § 15, § 16, § 17, § 18, § 19, § 20, § 68 section 5, § 73, § 78 sections 2-5, § 89 section 3</p> <p>PZU Pomoc w Drodze Insurance: § 21 sections 5 and 6, § 22, § 23 item 3, § 24, § 25, § 68 section 5, § 73, § 79 section 2, § 89 section 4</p> <p>PZU Auto Szyba Insurance: § 27, § 28 item 1, § 29, § 30 section 3, § 32 section 1 and 3, § 68 section 5, § 73, § 89 section 4</p> <p>PZU Auto Opony Insurance: § 33, § 34, § 73</p> <p>PZU Auto NNW Insurance: § 36, § 37, § 38, § 41, § 73, § 86 section 2 item 1 and 4</p>

Type of information	Number of drafting unit of the template agreement
	<p>PZU Auto Asystent Zdrowotny Insurance: § 42, § 43, § 44, § 45, § 73</p> <p>PZU Auto NNW Max Insurance: § 47, § 48, § 49, § 52, § 86 section 2 items 1 and 4</p> <p>PZU Auto Zielona Karta Insurance: § 53, § 54, § 68 section 6, § 69 section 2, § 74, § 84</p> <p>PZU Auto Ochrona Prawna Insurance: § 56 section 1, § 57, § 58, § 59, § 60, § 61, § 62, § 64, § 65 section 4, § 73, § 85 section 2, § 89 section 4</p>

CHAPTER I

GENERAL PROVISIONS

§ 1

1. The General Terms and Conditions of PZU Auto vehicle insurance (hereinafter referred to as "GTC") apply to insurance agreements concluded by Powszechny Zakład Ubezpieczeń Spółka Akcyjna (hereinafter referred to as "PZU") with natural persons, legal entities and organizational which are not legal persons.
2. GTC apply to the following insurance agreements:
 - 1) PZU Auto AC;
 - 2) PZU Pomoc w Drodze;
 - 3) PZU Auto Szybka;
 - 4) PZU Auto Opony;
 - 5) PZU Auto NNW;
 - 6) PZU Auto Asystent Zdrowotny;
 - 7) PZU Auto NNW Max;
 - 8) PZU Auto Zielona Karta;
 - 9) PZU Auto Ochrona Prawna – subject to § 66 sections 11 and 12.
3. The GTC shall also apply to insurance agreements concluded by means of distance communication in compliance with the applicable legal regulations.

§ 2

1. Additional or deviating provisions may be introduced into the insurance agreement upon agreement with the Policyholder.
2. In matters not regulated in the GTC, the relevant provisions of the Civil Code and other relevant provisions of Polish law shall apply.

DEFINITIONS

§ 3

For the purposes of the GTC, the following terms shall be construed as follows:

- 1) **AC** – PZU Auto AC insurance – collision insurance;
- 2) **car failure** – caused by an internal issue, abrupt and unforeseen:
 - a) cessation of operation of a mechanical, electronic, electrical, pneumatic, or hydraulic component of the vehicle or
 - b) the cessation of operation or malfunction of parts associated or interacting with the failed component;
 under PWD, barring the auto service, a car failure shall only be deemed as such if it results in the immobilisation of the vehicle; within the context of PWD, a depleted battery, blown bulb, tyre mishap, or the intrusion or infection of the vehicle's electronic systems are not classified as car failures;
- 3) **tyre failure** – a puncture, blowout or leakage of air, from a tyre or inner tube, or faulty valves; a failure of two or more tyres or inner tubes caused by the same event is considered as one failure;
- 4) **luggage** – the external luggage rack fitted to the vehicle and the following items contained in the vehicle or in that external luggage rack:
 - a) mobile electronic devices, such as laptops, netbooks, e-book readers, tablets, personal digital assistants, mobile phones, cameras, video recorders, navigation gadgets, and audio-video or multimedia players,
 - b) CDs, DVDs, Blu-ray discs,
 - c) wheelchairs, prams, walkers,
 - d) clothing items,

- e) athletic, recreational, and travel gear, excluding bicycles,
- f) handbags, cases, carry-ons, backpacks or what is inside them, as long as they are objects specified in sections a–e;
- 5) **temporary incapacity for work** – temporary incapacity of the insured to perform any profession due to an insurance accident, ascertained by a medical certificate in line with current legal regulations;
- 6) **original parts** – replacement parts that carry the logo of the vehicle's manufacturer and are endorsed by the same manufacturer or its official importers for usage within their service networks;
- 7) **alternative parts** – spare parts included in the current Polish editions of the Audatex, Eurotax or DAT system, distributed outside the network of the official vehicle manufacturer or importer;
- 8) **insurance document** – a policy or another document confirming the conclusion of an insurance agreement;
- 9) **business day** – a day of the week from Monday to Friday, excluding public holidays;
- 10) **vehicle towing** – refers to the action of towing or transporting a vehicle, this includes loading and unloading it onto a towing or transport vehicle, retrieving a vehicle from a location that hinders its movement, for example from a ditch, repositioning it upright, performing necessary preparatory tasks such as disassembling the drive system, disconnecting the shaft or unlocking the brake system, installing warning signs or lights, tidying up the accident site, gathering vehicle parts or cargo, provided that this does not necessitate the use of specialised equipment, capabilities, or permissions;
- 11) **hospitalisation** – the continuous stay of the Insured in a hospital for more than one day due to an insurance accident:
- whose aim is to submit to medically warranted and essential treatment or
 - associated with the treatment of conditions that have arisen from an insured accident and cannot be managed on an outpatient basis;
- a day of hospital stay is considered a calendar day on which the insured stayed in the hospital, regardless of the duration of the stay, with the first day being the day of registration, and the last – the day of discharge from the hospital;
- 12) **Medical helpline** – a 24-hour helpline used primarily for arranging health services by indicating the medical centre and specifying the time of their implementation;
- 13) **another vehicle:**
- under AC and PAOP, a vehicle that is not included in either an AC agreement or a PAOP agreement, respectively,
 - under PWD – a vehicle immobilised due to the operation of the vehicle covered by PWD, where the owner of the vehicle that PWD applies to, simultaneously protected by PZU under general liability insurance, is liable for the damage;
- 14) **driver** – the person driving the vehicle;
- 15) **cost of repair or replacement of windscreen** – the cost of the windscreen and its installation or repair, including the costs of replacing or repairing elements permanently linked to the windscreen: seal, trim, handle, heating – provided that these components are damaged or destroyed concurrently with the damage or destruction of the windscreen, or their replacement is required due the windscreen repair or replacement technology, excluding the costs of other repairs required in the vehicle;
- 16) **arbitration court costs** – the costs of the proceedings before the arbitration court, together with the costs of the proceedings to declare the arbitration court's ruling enforceable;
- 17) **court costs** – the expenditures of civil or criminal legal proceedings as stipulated by the applicable law, encompassing all stages of the proceedings;
- 18) **theft** – the act of taking possession of property with the intent of appropriation by an individual who is not the rightful user of the property;
- 19) **medical treatment:**
- doctor's appointments, procedures in outpatient or surgical settings, tests prescribed by a physician,
 - rehabilitation,
 - taking medication, using dressings prescribed by the doctor,
 - hospital treatment,
 - transport from the location of the insurance incident to a hospital, outpatient clinic, or other location providing initial medical aid, omitting transfers between medical centres and from a medical centre to the insured's residence or dwelling, and also the insured's travels related to cases specified in items a–d, under the provision that under the PAZ agreement, medical transportation is interpreted in accordance with § 43;
- 20) **complicated treatment** – treatment during which a surgical operation was performed, or hospitalisation lasted for at least 5 days;
- 21) **place of residence (seat)** – in the case of PWD:
- if the individual is both the owner and the holder of the vehicle, the address in the PWD agreement, listed as the residence (headquarters) of the vehicle's owner in the Republic of Poland,
 - if the individual who owns the vehicle is the one mentioned in point 81, the address in the RP stated in the PWD contract as the dwelling place (headquarters) of the vehicle's owner;
- 22) **sudden illness** – a sudden medical condition endangering the life or health of the insured person and requiring immediate medical assistance;
- 23) **on-site repair:**
- in the case of PWD – removal of a technical defect in the vehicle to the extent necessary to continue driving, without needing to tow the vehicle to an auto workshop,
 - in the case of NNW and NNW Max – actions carried out by the insured within the stationary vehicle aimed at inspecting the vehicle's technical condition, rectifying the cause of the immobilisation or maintaining safety at the location of the insurance incident;
- 24) **personal accident** – an unexpected occurrence induced by an external source that results in the insured suffering harm against their will:
- in the case of NNW – suffered bodily injury, health disruption or fatality,
 - in the case of NNW Max – passed away, experienced bodily injury or health complications that lead to complete and enduring lack of ability to take up gainful employment,
 - in the case of PAZ – suffered bodily injury or health disorder;
- 25) **NNW – PZU Auto NNW insurance** – insurance for the consequences of personal accidents involving the driver and passengers of an automotive vehicle;

- 26) **NNW Max** – PZU Auto NNW Max insurance – coverage for the consequences of personal accidents occurring due to the operation of a mechanical vehicle;
- 27) **OC (General Liability Insurance)** – compulsory general liability insurance for owners of mechanical vehicles covering damages caused in connection with the operation of such vehicles;
- 28) **vehicle's useful life** – the duration counted from the date of the vehicle's initial registration in the year of its manufacture to the first day of the insurance period, however if:
- the initial registration was made in a different year than the vehicle's production year, the operational period is measured starting from 31st December of the vehicle's manufacturing year;
 - the date of the vehicle's first registration remains unknown, the vehicle's useful life is counted from the 31st of May following the vehicle's production year;
- for the purpose of establishing the compensation amount, the period of vehicle usage is calculated until the day of the insurance incident;
- 29) **surgical operation** – a medically substantiated procedure performed by a medical doctor in a medical centre aiming to heal or to lessen the symptoms of a disease or an injury caused by the insurance incident; the procedure is conducted through an open or endoscopic method; however, the following procedures are not classified as surgical operations: puncture, biopsy, injection, puncturing, catheterisation, probing, cannulation, dialysis, blockade, venesection, tamponade, endoscopy;
- 30) **OPONY (Tyres)** – PZU Auto Opony insurance;
- 31) **close relative** – a spouse, a cohabiting partner, an ascendant, a descendant, a brother, a sister, a stepfather, a stepmother, a stepson, a father-in-law, a mother-in-law, a son-in-law, a daughter-in-law, an adoptee, an adopter, a person remaining under guardianship or adopted as a member of a foster family within the meaning of family law;
- 32) **opening or closing the door or gate of a garage or property** – actions performed by a driver when opening or closing the door or gate of a garage or property for the purpose of entry or exit;
- 33) **PAOP** – PZU Auto Ochrona Prawna insurance;
- 34) **PAS** – PZU Auto Szyba insurance;
- 35) **PAZ** – PZU Auto Asystent Zdrowotny insurance;
- 36) **medical centre** – an entity carrying out medical activities within the meaning of the Act on medical activities; in PAZ – an entity carrying out medical activities within the meaning of the Act on medical activities cooperating with the service provider;
- 37) **refuelling** – tasks performed by a driver in relation to fuelling a vehicle or charging an electric vehicle: handling a fuel dispenser or charging station, fuelling or charging the vehicle, moving from the fuel dispenser or charging station to the till to make payment, and returning to the vehicle;
- 38) **vehicle** – a vehicle specified in the insurance agreement, meeting the conditions specified in § 4 and § 5; in NNW Max, a land motor vehicle, excluding a motorcycle, quad;
- 39) **Multilateral Agreement** – an agreement executed between the national bureaus of the Member States of the European Union, the European Free Trade Agreement (EFTA) countries, and the associated countries, defining the mutual relations between the national bureaus;
- 40) **operation of a vehicle not subject to registration** – usage of a vehicle not registered but permitted for traffic under the Road Traffic Act for conducting construction, assembly, forestry or agricultural operations, or the movement of such a vehicle off-road as defined in Article 2 items 1 of the Act; the operations of a vehicle not subject to registration are also considered to be the following activities:
- performed on a permanent or temporary basis,
 - preparatory or auxiliary,
 - executed with the use of a vehicle or a vehicle with machinery installed on it;
- 41) **gainful employment** – providing work for pay within the framework of a civil law contract, an employment relationship, a service relationship of an administrative-legal nature, as well as in the field of conducting sole economic activity, including the management of a farm;
- 42) **orthopaedic devices and aids** – medical products that replace lost organs or assist in the lost or diminished function of organs, as recommended by a doctor and as required from a medical standpoint;
- 43) **misappropriation of a vehicle** – illicit inclusion of a vehicle into a persons assets or exercising the owner's rights in another manner by an individual authorised to use the vehicle, in particular refusal to return the vehicle upon the owner's request related to the termination or expiry of the agreement granting authorisation to use the vehicle;
- 44) **PWD** – PZU Pomoc w Drodze;
- 45) **rehabilitation** – medically warranted therapy aiming to ameliorate the consequences of an insurance accident performed by qualified individuals;
- 46) **unloading the vehicle** – activities performed by the insured, consisting of removing cargo elements from the vehicle or from the external trunk until the cargo is outside the vehicle; does not apply to activities involving the transfer of cargo after its removal from the vehicle or external trunk to the cargo destination;
- 47) **RP** – republic of Poland;
- 48) **vehicle movement** – cases where the vehicle is moved by the operation of an engine or by inertia;
- 49) **insurance premium** – compensation payable to PZU due the provided insurance protection;
- 50) **guarantee sum** – the amount specified in the ZK agreement, constituting the upper limit of PZU's liability for a single insurance accident which occurred during the insurance period, regardless of the number of the affected parties, determined separately for personal injuries and property damage;
- 51) **sum insured** – specified in the agreement:
- AC, PAS, PAOP, OPONY – a sum indicating PZU's maximum liability for any insurance incidents which occurred within the period of insurance,
 - NNW – the sum that forms the baseline for calculating the benefits owed under the NNW insurance per a single insured individual, for each insurance incident which occurred during the insurance period, with reservation to § 37 section 1 items 5–8, section 2 and section 3, as well as § 41 section 9 and section 11,
 - NNW Max – the sum that forms the baseline for calculating the benefits owed under the NNW insurance per a single insured individual, for each insurance incident which occurred during the insurance period, with reservation to § 52 section 7;
- 52) **total loss** – damage to a vehicle of such severity that the repair costs calculated in accordance with the principles

- specified in § 18 section 2 exceed 70% of the vehicle's value on the day of determining the indemnity;
- 53) **partial loss** – damage other than total loss;
 - 54) **personal damage** – in NNW, NNW Max and ZK, it is a damage occurring in consequence of death, physical harm or health disorder;
 - 55) **operational damage** – damage occurring in result of vehicle's wear and tear, rusting, oxidation related to use or damping of a vehicle, its parts or components, consequently causing a decline in the functional, aesthetic, visual or acoustic qualities;
 - 56) **theft damage** – stealing a vehicle, its components or accessories, breaking into a vehicle or damaging the vehicle after its brief use, theft of the vehicle, its components or accessories or in consequence of breaking into the vehicle and luggage theft, if the AC agreement provides an additional cover for luggage damage;
 - 57) **a hospital** – is a health care facility which provides continuous patient care in the area of diagnostics and treatment by competent medical personnel; this term shall not include: a nursing home, a hospice, a care and treatment institution, an addiction therapy centre, sanatoriums and spa centres or preventoriums and sanatorium hospitals;
 - 58) **health service** – in the case of PAZ, a medical service covered by PZU's liability, as required for the treatment of the consequences of an insured accident;
 - 59) **health care provider** – the healthcare service provider operating per PZU's order;
 - 60) **permanent and total incapacity to work** – a lasting and complete inability to perform gainful employment in any profession and to live independently, caused solely of a personal accident;
 - 61) **permanent health impairment** – a permanent, irreversible bodily injury or health disorder;
 - 62) **policyholder** – the individual entering into an insurance agreement with PZU;
 - 63) **insured** – the individual on whose behalf the insurance agreement was concluded:
 - a) in case of AC, PAS and OPONY – the owner of the vehicle,
 - b) in the case of PWD Komfort and Super variants – the owner of the vehicle or an anonymous driver or passenger of the vehicle, excluding hitchhikers; in the case of PWD Komfort Truck and Super track – the owner of the vehicle pertains to the vehicle owner, or a driver or passenger not indicated by name who is a member of the vehicle's crew or maintenance service,
 - c) in the case of NNW and PAZ, a driver or passenger of the vehicle not indicated by name, excluding a hitchhiker,
 - d) in the case of NNW Max – the driver or passenger of the vehicle indicated by name in the NNW Max agreement,
 - e) in the case of ZK – either the vehicle owner or the driver,
 - f) in the case of PAOP – the owner of the vehicle and their close family member living within the same household, the vehicle's user and their close family member living in the same household;
 - 64) **deductible** – in the case of AC and PAS – it is the amount defined in the insurance agreement which reduces the damages, constituting the insured's own risk, expressed either as monetary value or as a percentage relative to the insurance sum or the compensation; if multiple deductibles from different sources converge, the compensation shall be lowered by each deductible starting from the highest, whereas the compensation amount lessened by the first deductible shall serve as the baseline for calculating the amount of the subsequent deductible and this principle shall be applied correspondingly to each subsequent deductible;
 - 65) **AC Agreement** – AC (Collision Insurance) agreement concluded with PZU;
 - 66) **agreement concluded over the internet** – an insurance agreement concluded by electronic means of distance communication through a website or a mobile application which allows to conclude agreements; such agreement shall not constitute an agreement concluded over the infoline or under the simplified system;
 - 67) **agreement concluded over the infoline** – an insurance agreement concluded through remote communication via a telephone infoline, which does not constitute an agreement concluded over the internet or under the simplified system;
 - 68) **NNW Agreement** – PZU Auto NNW insurance agreement concluded with PZU;
 - 69) **NNW Max Agreement** – PZU Auto NNW Max insurance agreement concluded with PZU;
 - 70) **OC Agreement** – OC (Collision Insurance) insurance agreement concluded with PZU;
 - 71) **Opony Agreement** – PZU Auto Opony insurance agreement concluded with PZU;
 - 72) **PAOP Agreement** – PZU Auto Ochrona Prawna insurance agreement concluded with PZU;
 - 73) **PAS Agreement** – PZU Auto Szybka insurance: agreement concluded with PZU;
 - 74) **PAZ Agreement** – PZU Auto Asystent Zdrowotny insurance agreement concluded with PZU;
 - 75) **PWD Agreement** – PZU Pomoc w Drodze insurance agreement concluded with PZU;
 - 76) **simplified system agreement** – an insurance agreement signed through means of remote communication based on an offer provided by PZU, which does not constitute an agreement concluded over the internet or over the infoline;
 - 77) **ZK Agreement** – PZU Auto Zielona Karta insurance agreement concluded with PZU;
 - 78) **vehicle immobilisation** – lack of vehicle mobility due to conditions that lead to improper functioning of the vehicle or prevent safe driving or driving in accordance with the Road Traffic Act rules;
 - 79) **beneficiary** – in the case of NNW and NNW Max – an individual specifically named by the insured as the person authorised to receive the benefit upon the insured's death;
 - 80) **bodily injury** – damage to an organ or internal part in result of the insurance agreement;
 - 81) **vehicle user**:
 - a) a person who uses a vehicle based on a leasing agreement,
 - b) a loan recipient to whom the bank has returned the repossessed vehicle for further use,
 - c) a lessee or leaseholder of a vehicle under a long-term rental or long-term lease agreement concluded with a fleet management company (CFM) or a leasing firm;
 - 82) **vehicle use**:
 - a) entering or exiting the vehicle,
 - b) loading or unloading the vehicle,
 - c) stopping or parking the vehicle en route,
 - d) on-site repair,
 - e) opening or closing the door or gate of a garage or property,

- f) Refilling petrol;
- 83) **ANS repair shop** – a repair shop belonging to the PZU Repair Network cooperating with PZU in performance of benefits under the Auto Non Stop option in AC; a list of ANS repair shop is available on the website www.pzu.pl and at PZU offices;
- 84) **a partner repair shop** – a repair shop included in the PZU Repair Network (either authorised or independent – a repair shop not included in the network of authorised vehicle service stations), designated by PZU to carry out vehicle repairs under the partner scheme under AC; a directory of partner repair shops is available on the website www.pzu.pl and at PZU offices;
- 85) **vehicle value** – the value of a vehicle determined based on the current market price quotations for a vehicle of a particular make, model, and type in the Eurotax or Info-Expert expert systems at the time of determining the value, taking into account its origin, year of production, date of initial registration, vehicle equipment, mileage, number of owners, prior repairs, technical condition, and its usage pattern; if no market quotations exist for a specific vehicle in the Eurotax or Info-Expert expert systems, the vehicle's value is determined using an individual valuation method; in situations where the vehicle is factory new, and the purchase is confirmed by a VAT invoice:
- a) the financial value of the vehicle during a period of 6 months following the date of issuance of the VAT invoice is determined based on said VAT invoice, as long as it does not fall below the vehicle's value as indicated by market listings,
 - b) if the value of the vehicle as stated in the VAT invoice is lower than the value resulting from the market quotation, the value of the vehicle shall be established based on the market quotation,
 - c) the value of the vehicle as determined by the VAT invoice shall not be altered for the purposes of the AC agreement for a period of 6 months from the date of issuing such invoice;
- 86) **entering the vehicle** – refers to the activities carried out by the insured from the moment of unlocking the doors mechanically from outside the vehicle up until the person physically enters the vehicle. In the case of vehicles without doors, it shall mean the activities performed by the insured in order to take a seat inside the vehicle;
- 87) **accident** – an occurrence which results in the physical immobility of the vehicle, excluding instances such as vehicle theft, vehicle malfunction, tyre failure, burnt-out light bulb, battery discharge, destruction, misplacement, theft or loss of keys or controllers required to unlock or start the vehicle, use of inappropriate fuel; and specifically, events such as collision, fire, fuel freezing, damage related to theft which does not result in the actual theft of the vehicle, breaking into the vehicle or toxicity which leads to the physical immobility of the vehicle shall be considered an accident;
- 88) **insurance accident:**
- a) under AC – an event beyond the will of the insured or the person authorised to use the vehicle causing damage covered by the AC,
 - b) under PWD in the Komfort variant – the following occurrences:
 - an accident,
 - vehicle malfunction,
 - theft of a vehicle,
- a bodily injury or death of the insured person due to the movement of the vehicle or during the use of the vehicle,
 - immobilisation of another vehicle,
 - finding the vehicle after it had been stolen,
 - an abrupt indisposition of the driver,
- c) under PWD in the Super variant, occurrences defined in item b, and occurrences described below:
- malfunction of tyres,
 - bulb burnout,
 - draining of the battery,
 - exhaustion of fuel,
 - utilisation of incorrect fuel,
 - breaking of keys or devices used for unlocking the vehicle,
 - damage, theft, misplacement or loss due to other factors of the keys or controllers utilised to unlock or start the vehicle,
- d) under PWD in the Komfort Truck variant – the following occurrences:
- an accident,
 - theft of a vehicle,
 - immobilisation of another vehicle,
- e) under PWD in the Super Truck variant – incidents specified in letter d and the following occurrences:
- vehicle malfunction,
 - obstruction of a vehicle on a hard-surfaced public road: on a steep incline, on a tight roundabout or in a dead-end street, and impeding traffic,
 - malfunction of tyres,
 - draining of the battery,
 - exhaustion of fuel,
 - utilisation of incorrect fuel,
 - breaking of keys or devices used for unlocking the vehicle,
 - damage, theft, misplacement or loss due to other factors of the keys or controllers utilised to unlock or start the vehicle,
 - a bodily injury or death of the insured person due to the movement of the vehicle or during the use of the vehicle,
 - finding the vehicle after it had been stolen,
 - an abrupt indisposition of the driver,
- f) under PAS – damage to or destruction of the vehicle's window: front, side or rear glass, unless it is an integral part of the vehicle's roof,
- g) under OPONY – tyre failure,
- h) under the NNW – an incident due to the operation of a vehicle or during the use of a vehicle specified in the NNW agreement,
- i) under PAZ – an personal accident due to the operation of the vehicle specified in the PAZ agreement,
- j) under NNW Max – a personal accident due to the movement of a vehicle or occurring during the use of a vehicle,
- k) under ZK – an occurrence where an injury has been caused to a third party due to the movement of a vehicle for which the owner of that vehicle or the driver is liable,
- l) under PAOP:
- an occurrence causing harm to the insured due to an unlawful act related to the possession, operation or movement of a vehicle or another vehicle, or if the insured is riding in a vehicle or another vehicle as a passenger,

- an incident resulting in property or personal damage inflicted by the insured or the driver of the vehicle to another individual, in relation to the movement of the vehicle,
 - an actual or alleged violation of criminal law or offences targeting safety or order in communication committed by the insured in connection with the possession, including movement or use, of a vehicle or any other type of vehicle,
 - the initial violation of the terms of the agreement related to the vehicle which necessitates the protection of the insured's legal interests,
 - the suspension of the insured's driving licence due to the possession, including the movement or use of a vehicle or another vehicle,
 - retention of the vehicle's registration certificate;
- 89) **vehicle equipment** – equipment and devices owned by the insured which are fitted in the vehicle, serving to maintain and use the vehicle in accordance with its purpose, road safety or to secure the vehicle against theft, along with the charger and cables for charging electric cars; vehicle equipment is deemed to be the standard vehicle equipment and equipment and devices other than the standard vehicle equipment, as long as they have been mentioned in the Comprehensive Insurance agreement and taken into account in the vehicle's levels;
- 90) **exiting from the vehicle** – activities carried out by the insured from the moment of mechanical opening the vehicle door until the moment of physically exiting out of the vehicle; in case of vehicles without doors, the activities carried out by the insured to exit the vehicle;
- 91) **ZK** – PZU Auto Zielona Karta insurance – general liability insurance for owners of motor vehicles participating in traffic outside of the Republic of Poland;
- 92) **loading the vehicle** – actions carried out by the insured intended solely to position cargo elements inside the vehicle or in an external luggage compartment beginning from the moment when the cargo is situated near the vehicle and prepared for loading; this does not include activities of transporting cargo towards the vicinity of the vehicle;
- 93) **daily allowance** – a benefit due for temporary incapacity for work due to an insurance accident;
- 94) **stopping or parking on a route** – a break in the movement of a vehicle which happens on a road, roadside, pedestrian pavement, petrol station or parking lot, and the insured remains either inside or near the vehicle or is performing tasks related to the vehicle's operation.
- 3) under PAS – PZU provides organisation and financial coverage for assistance services that include the repair or replacement of a glass pane fitted in a vehicle: whether it is at the front, side or rear, unless it forms an integral part of the vehicle's roof;
- 4) under OPONY – is an organisation and coverage by PZU of the costs of assistance services listed in § 33 related to the vehicle;
- 5) under NNW – the consequences of insurance accidents which occurred in connection with the movement of the vehicle or the use of a vehicle, where insurance only covers the consequences of insurance accidents that occurred to the driver when opening or closing the door or gate of a garage or property, and when refuelling;
- 6) under PAZ – the organisation and coverage by PZU of the expenses for the health services specified in § 43, associated with the consequences of an insurance accident;
- 7) under NNW Max – the outcomes of insurance incidents that transpired in relation to the operation or utilisation of a vehicle, with the exception of motorcycles and quads;
- 8) under ZK – the civil liability of the owner or driver of a mechanical vehicle registered in the Republic of Poland, according to the regulations of the Road Traffic Act, for damages inflicted on third parties in relation to the movement of such vehicle abroad, in the territory of countries whose national offices are Members of the Green Card System but have not signed a Multilateral Agreement; i.e. countries where an insurance incident is not covered by the OC;
- 9) under PAOP – a provision or refund of the necessary, legally justified costs of legal protection in order to safeguard the legally permissible claims or interests of the insured.

§ 5

The insurances outlined in the GTC may pertain to the following types of vehicles as mentioned in section 4:

- 1) under AC and NNW:
 - a) automobiles, lorries, specialised vehicles,
 - b) coaches,
 - c) bikes, scooters,
 - d) automotive tractors,
 - e) agricultural tractors,
 - f) trailers, semi-trailers,
 - g) slow-moving vehicles within the meaning of the Law on Road Traffic,
 - h) trolleybuses, trams,
 - i) wheelchairs powered by electricity or internal combustion,
 - j) other motor vehicles;
- 2) under PWD in the Komfort variant:
 - a) automobiles, lorries with an allowable total weight up to 3.5t,
 - b) caravans, trailers with a capacity up to 2 tonnes,
 - c) motorcycles, mopeds;
- 3) under the PWD in the Super variant – vehicles specified in item 2 as well as special motorhomes, and special vehicles: ambulances;
- 4) under PWD, in the Super Truck variant as well as Komfort Truck variant:
 - a) trucks with a gross vehicle weight of more than 3.5t up to 44t,
 - b) special fire engines,
 - c) road tractors with a permissible total weight up to 44t,
 - d) coaches,
 - e) trailers with a carrying capacity exceeding 2 tonnes and a permissible total mass not exceeding 44t,

OBJECT OF INSURANCE

§ 4

The insurance covers:

- 1) under AC – the vehicle, including the vehicle's equipment as specified in the insurance agreement:
 - a) registered in the RP,
 - b) not registered but eligible for registration in the RP, if the insured has a permanent residence or business headquarters in the RP,
 - c) in agreement with the policyholder – a vehicle which is not eligible for registration in the RP or registered outside of the RP;
- 2) under PWD – organisation or organisation and PZU's covering the costs of the assistance services specified in § 22 related to a vehicle or any other vehicle;

- f) agricultural trailers with a carrying capacity exceeding 2t and a permissible total mass up to 44t,
 - g) semi-trailers with a permissible total weight of up to 44t, specialised semi-trailers with a permissible total weight of up to 44t;
- 5) under PAS:
 - a) automobiles, lorries,
 - b) coaches,
 - 6) under OPONY:
 - a) automobiles, lorries with an allowable total weight up to 3.5t,
 - b) caravan units, hauling trailers with a capacity up to 2 tonnes,
 - c) bikes, scooters;
 - 7) under PAZ:
 - a) automobiles, lorries, specialised vehicles,
 - b) bikes, scooters,
 - c) automotive tractors,
 - d) agricultural tractors,
 - e) slow-moving vehicles within the meaning of the Law on Road Traffic,
 - f) wheelchairs powered by electricity or internal combustion,
 - g) other motor vehicles;
 - 8) under ZK:
 - a) automobiles, lorries, specialised vehicles,
 - b) coaches,
 - c) bikes, scooters,
 - d) automotive tractors,
 - e) agricultural tractors,
 - f) trailers, semi-trailers,
 - g) other motor vehicles;
 - 9) under PAOP:
 - a) automobiles, lorries,
 - b) coaches,
 - c) bikes, scooters,
 - d) special vehicles, excluding fire trucks, ambulances,
 - e) automotive tractors,
 - f) agricultural tractors,
 - g) slow-moving vehicles as defined by the Road Traffic Act, excluding caterpillar vehicles, h) other motor vehicles.
2. Under PWD, the assistance services specified in § 22 are rendered:
 - 1) in the Super variant:
 - a) within the territory of RP and related to insurance incidents that took place within the boundaries of RP, or
 - b) within the RP and other European countries (excluding Moldova and Russia), also including Algeria, Morocco, Israel, and Tunisia, related to insurance accidents that occurred within the territories of those countries, subject to the provision that the auto service may only be offered within the RP, subject to the territorial extent outlined in the PWD agreement;
 - 2) under the Super Truck variant – within the Republic of Poland and within other European nations (excluding Iceland, Kazakhstan, Kosovo, Malta, Moldova and the territories of European nations located outside of Europe) in relation to insurance incidents that occurred within these nations;
 - 3) under Comfort and Comfort Truck versions – within the RP and in relation to insurance incidents that occurred within the jurisdiction of the RP.
 3. Under PAS, PZU exclusively organises of vehicle windows repair or replacement within the borders of the RP. If an insurance event happens outside of Poland, the Insured can independently arrange for the repair or replacement of the vehicle's windshield abroad, in which case PZU reimburses the insured for the expenses of the repair or replacement of the windshield.
 4. Under OPONY, the assistance services specified in § 33 section 3 are rendered within the borders of the Republic of Poland and are related to insurance incidents that occurring in the territory of the RP.
 5. Under PAZ, PZU organises and covers the expenses of health services specified in § 43, carried out within the territory of RP, related to insurance incidents which occurred in Poland and other European nations, along with Algeria, Morocco, Israel, and Tunisia.

CHAPTER II

PZU AUTO AC INSURANCE

SCOPE OF INSURANCE

§ 7

The AC coverage includes damages related to the damage, destruction or loss of the vehicle, its parts or equipment, due to an insured incident during the duration of insurance, subject to clause § 12.

§ 8

1. The AC agreement is concluded under the service, optimum, or partner model as specified in § 17, section 1.
2. The AC Agreement may be concluded with an extended insurance coverage as specified in § 9 or with a reduced insurance coverage as specified in § 10. An AC agreement concluded with the application of reduced insurance coverage as specified in § 10 section 1, can only be concluded in the optimal variant and cannot be concluded with an extended insurance coverage as stated in § 9 sections 1 items 1 or 2, or section 2.

EXTENSION OF INSURANCE COVERAGE

§ 9

1. Upon payment of an additional insurance premium, the AC insurance agreement:

TERRITORIAL SCOPE

§ 6

1. Insurance coverage includes insurance accidents that have occurred:
 - 1) under AC, NNW and NNW Max – within the territory of RP and other nations of Europe, including Algeria, Morocco, Israel and Tunisia; unless specified differently, AC does not include coverage for theft-related damages incurred within the borders of Russia, Belarus, Ukraine and Moldova;
 - 2) under PAOP – within the territory:
 - a) RP – pertaining to the benefits as mentioned in § 57 items 1, 4 and 5, § 59 items 1, 4–6, § 60 section 2,
 - b) countries other than the Republic of Poland, whose national bureaux are signatories of the Multilateral Agreement, i.e. countries on the territory of which the incident is covered by the General Liability Insurance – for benefits referred to in § 57 items 2 and 3, § 59 items 2 and 3;
 - 3) under ZK – within the territories of countries whose national offices are included in the Green Card System but have not signed the Multilateral Agreement, i.e., nations where OC does not cover an insurance incident.

- 1) may be concluded with the application of the Auto Wartość (Auto Value) 100% option which ensures the preservation of the vehicle's value as determined on the day on which the AC agreement was concluded; in the case where the vehicle's market value is reduced after the conclusion date of the AC agreement, provided that the policyholder provided factual information regarding the vehicle as requested by PZU during the conclusion of an AC agreement; if such information were not factual, the value of the vehicle shall be determined in accordance with the factual state as per the day of the conclusion of the agreement; that value shall not be taken into account for the purpose of determining if total damage occurred;
 - 2) may cover damage related to theft occurring in the territories of Russia, Belarus, Ukraine, and Moldova;
 - 3) may cover damage to vehicles designed for:
 - a) commercial passenger transport, including taxi – applies solely to passenger cars, lorries with a passenger body or other heavy goods vehicles with a load capacity of up to 750 kg,
 - b) rental for profit as part of a vehicle rental business,
 - c) providing the vehicle as a replacement under principles other than vehicle hire,
 - d) transporting courier parcels – applies solely to passenger cars, lorries with passenger bodies or other heavy goods vehicles with a load capacity of up to 2 tonnes,
 - e) intervention or patrolling drives carried out as part of a business activity related to protection of persons or property,
 - f) driving lessons
 - in relation to the vehicle's movement or during the use of the vehicle for the purposes specified in items a-f.
2. Subject to the payment of an additional insurance premium, the AC agreement may include additional coverage for:
- 1) in the case of AC insurance policies for passenger cars or lorries with passenger bodies – the Auto Non Stop option, i.e. a package of benefits available when a vehicle insured under AC is damaged, including:
 - a) PZU's coordination and covering the costs of the collection of the vehicle from the insured, the policyholder, or the authorized vehicle user, and the transportation of the vehicle to the ANS repair shop selected by the insured or the policyholder,
 - b) PZU's coordination of the vehicle repair at the ANS workshop,
 - c) PZU organizes and covers the cost for the hire of a replacement vehicle for the duration of repair at the ANS repair shop; PZU provides the replacement vehicle to the location specified by the insured, the policyholder or the individual permitted to use the vehicle and retrieves the replacement vehicle from the ANS repair shop where the repair was carried out after the repair is complete; a pause in the repair process during which the vehicle is not immobilised and does not need to remain in the ANS workshop is not factored into the duration of the repair; if, for any reason, the vehicle is not repaired after PZU has provided a replacement vehicle (e.g. the insured resigns from the repair or in the event of a total loss), PZU shall cover the costs of hiring a replacement vehicle from the day it is provided until 3 days following the visual inspection and the estimation of vehicle repair costs after the accident, whereas if the vehicle is not returned to the ANS repair shop until that time, the insured, policyholder, or vehicle user shall be responsible for returning the replacement vehicle to the hiring company and cover the rental costs from the day after the expiry of the time specified above; PZU provides a replacement vehicle classified in the same market segment as the original vehicle, however not exceeding class E, however PZU cannot guarantee that the replacement vehicle will have the same features as the original vehicle; the rental of the replacement vehicle indicated by PZU is based on an agreement concluded between the insured and rental agency specified by PZU, under the conditions specified in the agreement; in particular, it may require the Insured to pay a security deposit as defined by the rental agency or blocking the amount on a credit card; the services included in the Auto Non Stop option are provided solely in RP; the expenses of such benefits do not reduce the overall insurance amount;
 - 2) the Auto Holowanie option including the reimbursement of documented towing costs from the place of the insurance accident above the limit specified in § 11 section 1; PZU reimburses the towing costs up to the additional liability limit defined in the AC agreement, whereas the limit shall be reduced by the amount of each such reimbursement; additionally, PZU organises the towing of the vehicle (the insured bears the towing cost, the organization of the towing shall not be construed as assuming liability for the damage) that is subject to PAOP, within the territory of countries other than RP, whose national offices are signatories to the Multilateral Agreement, i.e., countries where the insurance accident occurred and which are also simultaneously included in the territorial scope of the AC;
 - 3) the Auto Zastępcę option, which includes the refund of documented expenses of using a replacement vehicle, exhibiting similar technical properties to the original vehicle, for the period not earlier than the day of the insured incident until the day of vehicle repair, albeit not exceeding the technologically reasonable repair period in the territory of RP; should the vehicle not be repaired for any reason (for instance, the Insured person declines the repair or a total loss occurs), PZU shall cover the documented expenses of hiring a replacement vehicle for a duration of up to 3 days following the visual inspection and developing the calculation of vehicle repair costs after the incident; PZU refunds the costs of a replacement vehicle up to the limit of supplementary liability specified in the AC agreement, however, this limit shall be lowered by the sum of each refund of such costs;
 - 4) in the case of AC policies, where the subject matter of insurance are passenger cars, passenger body trucks or cargo trucks with a load capacity up to 750 kg – losses involving damage, destruction or loss of luggage owned by the insured or an individual authorised to use the vehicle, under the condition that the damage, destruction or loss of luggage occurred in relation to the insurance accident, the consequence of which has led to damage of the vehicle, its components or facilities covered by the AC insurance.

REDUCTION OF INSURANCE COVERAGE

§ 10

1. The AC agreement, in the case of vehicles which are in use for over 3 years, may be concluded with a limited scope of insurance (Mini), subject to a lower insurance premium:

- 1) excluding damages resulting from insurance incidents characterised by the sudden impact of mechanical force at the time of collision of the vehicle:
 - a) with another vehicle,
 - b) moving with an object, whereas an object shall be understood to be immovable property and movable property other than animals, and
 - c) determining the amount of damages in the event of partial damage based on the PZU valuation as specified in § 17 section 4.
2. An AC agreement, at a diminished insurance premium, can be concluded with a reduced scope of coverage incorporating an application of deductibles:
 - 1) PLN 500 – if the insurance coverage mentioned in section 1 (Mini) has not been reduced;
 - 2) 20% of the damages, however not less than PLN 500 shall apply in the event of a decreased scope of insurance protection as mentioned in section 1 (Mini);
 - 3) 25% of the damages – if the insured or the vehicle user, who is an individual or an individual conducting business activities and owning no more than 5 vehicles, is below the age of 26 on the first day of the insurance period.

ADDITIONAL COSTS

§ 11

1. Unless agreed otherwise, PZU shall refund, subject to a maximum of 10% of the insured amount, the following expenses warranted by the conditions of a specific insurance incident:
 - 1) parking of the damaged vehicle for a period no longer than 3 days following the visual inspection and developing an estimation of costs of vehicle repair, or after receiving consent from PZU to tow the vehicle to the RP, in the instance mentioned in § 19 clause 3;
 - 2) towing of the damaged vehicle from the location of the insurance accident, under the condition that such services couldn't have been rendered under the insured's PWD, and if these costs were partly covered by the PWD, PZU shall refund the remaining expenses; in addition, PZU organises vehicle towing (the cost of towing is covered by the Insured, and the arrangement of towing shall not be understood as assuming liability for the damage), which is subject to the PAC, in territories other than the RP, whose national offices are parties to the Multilateral Agreement. i.e. countries where the insurance accident took place, and are simultaneously included in the territorial scope of the AC. If the vehicle is parked or towed under the circumstances defined in section 2 item 1, the restriction of 10% of the insurance amount shall not apply.
2. PZU is required to refund the expenses within the thresholds of the insurance sum:
 - 1) resulting from the application, in the event of an insurance incident, of measures taken to rescue the vehicle and to prevent damage or reduce its scale, if such measures were purposeful, even if they proved to be ineffective;
 - 2) the supplementary technical examination of the vehicle following its repair, as mandated by law.
3. PZU refunds the expenses specified in section 1, up to the actual amount spent, however not exceeding the average cost of parking or towing services in the area where the insurance accident took place, and within the limit specified in section 1.

EXCLUSIONS OF LIABILITY

§ 12

1. The AC does not cover the following damage:
 - 1) whose value does not exceed PLN 300 (integral franchise); the limitation does not apply to damages to the vehicle's interior caused by persons who had to be transported for the purpose of providing medical aid;
 - 2) caused deliberately or due to gross negligence by the insured, except when in instances of severe carelessness, the payment of damaged can be deemed fair under the circumstances;
 - 3) caused deliberately by a person who lives in the same household as the insured;
 - 4) occurring when the vehicle is driven by the insured, an individual authorised to use the vehicle, or a person living in the same household as the insured:
 - a) while intoxicated, after consuming alcohol or intoxication, or under the influence of narcotic drugs, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not affect the occurrence of the insured accident or
 - b) not authorised to drive a vehicle, unless it had no impact on the occurrence of the insurance accident;
 - 5) occurring while driving an unregistered vehicle or a vehicle without a valid registration certificate or valid technical inspection, if such vehicle is obliged to be registered or undergo periodic technical inspections, and the technical condition of the vehicle had an impact on the occurrence of the insurance accident;
 - 6) resulting from war activities, irrespective of whether the war has been announced or declared, or emerged during the vehicle's use related to legally mandated services for the military or other bodies, and also originated from the insured's or authorised user's involvement in strikes, riots, uprisings, protest movements, road blockades, terrorist acts or sabotage;
 - 7) arising from the utilisation of the vehicle as an instrument of crime by the insured, a person authorised to use the vehicle, or an individual residing in the same household as the insured, unless it had no influence on the occurrence of the insured event;
 - 8) arising from use;
 - 9) resulting from using the vehicle in violation of its intended purpose;
 - 10) resulting from improper loading or the transport of cargo or luggage, or its insufficient security, including when the cargo or luggage has shifted in spite of the fact the vehicle has not collided with another vehicle or object;
 - 11) theft, if:
 - a) the driver has exited the vehicle, leaving the key or controller used to open or start the vehicle (or both these devices) inside without securing them against the possibility of the vehicle being started with their help by an unauthorised person, or
 - b) after exiting the vehicle and leaving it without the immediate supervision of the insured party or an individual authorised to use the vehicle, the key or controller used to unlock or ignite the vehicle, or the key or controller for initialising the anti-theft safeguards (or all of such devices collectively) is left unsecured within the vehicle or is not appropriately secured outside the vehicle, or

be assessed according to the law of the country in which the insurance accident occurred.

SUM INSURED

§ 13

1. The sum insured specified in the AC agreement should match the vehicle's gross value. The sum insured may correspond to the net value of the vehicle or the net worth of the vehicle plus 50% VAT, if the insured has the right to claim a full or 50% VAT deduction on the vehicle's purchase.
2. A separate sum insured of PLN 5,000 is agreed upon for the insurance of baggage losses mentioned in § 9, section 2, item 4.
3. The AC agreement may be concluded either including a reduction in the sum insured for each compensation paid or without such reduction (Auto Ochrona Sumy Ubezpieczenia option).

INSURANCE PREMIUM

§ 14

In AC, the factors determining the insurance premium include:

- 1) sum insured;
- 2) the type, make, and model of the vehicle, the technical and operational data of the vehicle, the vehicle's history, the type of anti-theft protection installed in the vehicle, the vehicle's overnight parking location;
- 3) the location of residence or business, the age of the vehicle's owner or operator;
- 4) the scope and type of insurance, the implementation or non-implementation of a deduction from the insured amount by each indemnity paid;
- 5) period of insurance;
- 6) the manner of vehicle utilisation, the type of vehicle possession (ownership, lease, ownership transfer, rental or vehicle leasing under a contract with a car fleet management company (CFM) or a leasing company), the quantity of owned vehicles;
- 7) whether the insured is a natural person and whether they operate a business or own a farm, or are a legal entity, or an organisational entity that is not a legal entity;
- 8) entering into additional insurance agreements with PZU;
- 9) reinstatement of the AC agreement for a specific vehicle;
- 10) distance covered by motor, third-party or PWD insurance;
- 11) a history of offences and crimes constituting violations of traffic regulations concerning the vehicle owner or user;
- 12) the information and history of driving permissions of the vehicle owner or user;
- 13) the manner of payment of the insurance premium;
- 14) individual risk assessment.

GENERAL PRINCIPLES FOR DETERMINING THE AMOUNT OF DAMAGES

§ 15

1. The damages cannot exceed the sum insured.
2. When the insured sum matches the gross value of the vehicle, the amount of damages will factor in the VAT. When the sum insured is equivalent to the net value of the vehicle, the VAT is not taken into account while determining the amount of damages. When the insurance amount equals the net worth of the vehicle plus 50% VAT, the compensation

- c) upon leaving the vehicle and allowing it to remain without the direct supervision of the insured or the person authorised to operate the vehicle, the vehicle was not protected as intended in its design or all the anti-theft safeguards equipped in the vehicle were not engaged, excluding cases where theft occurred from premises used for storing vehicles owned by a single person, secured with at least one multi-lever lock or multi-lever padlock, or closed using an accredited electromechanical locking mechanism;
- d) except for cases when it did not influence the occurrence of the insurance incident, including if meeting the conditions detailed in items a–c was not possible by earlier use of force or the immediate threat of using force by the one causing theft-related damage;
- 12) consisting in the loss of a vehicle due to its misappropriation or involving the vehicle's theft that took place during the time of such misappropriation;
- 13) consisting of the loss of a vehicle resulting from theft, if on the day of the actual loss of the vehicle the period required by law to acquire ownership of this vehicle by the insured had not elapsed on the basis of good faith;
- 14) resulting from vehicle equipment not specified in the AC agreement or in the car accessories fitted after the AC agreement was concluded, that PZU was not informed about;
- 15) resulting from a vehicle break-in when the vehicle was not locked as per its design or the anti-theft system it was equipped with was not activated, unless the non-activation of the anti-theft system or the failure to lock the vehicle did not influence the occurrence of the insurance accident;
- 16) related to the malfunction of the vehicle;
- 17) arising during racing or competitive rallies or while preparing for such races;
- 18) originating from the use of a vehicle that does not require registration, excluding a farming harvester;
- 19) relating to undamaged parts that need to be replaced due to changes in the vehicle's design made by the manufacturer;
- 20) if, following the damage and prior to the PZU's visual inspection, the malfunction memory logs of the vehicle security systems were modified or the equipment used for recording the malfunction memory logs of the vehicle security systems was disassembled, thereby making it impossible to read the malfunction memory logs of the vehicle security systems – if such reading was necessary for determining PZU's liability.
2. If not agreed otherwise, the damages specified in § 9 section 1 items 2 and 3 are not included in the AC agreement.
3. PZU waives responsibility for the costs of services included in the Auto Non Stop option, as mentioned in § 9 section 2 item 1, or for the expenses of towing a damaged vehicle outside the Republic of Poland, as specified in § 19 section 3, incurred without PZU's prior consent, unless:
 - 1) the Insured or vehicle user was unable to notify PZU as defined in § 78 section 4 due to circumstances beyond their control, or
 - 2) the insurance accident occurred on a motorway, and special road services had to assist the insured or the person authorised to use the vehicle.
4. The fact of being intoxicated, after the consumption of alcohol, under the influence of drugs, psychotropic substances, substitute substances or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, as well as the entitlement to drive a vehicle, shall

shall be determined including 50% of the VAT levied on the vehicle's purchase.

3. The deductibles specified in the AC agreement apply when calculating the damages.
4. The calculation of damages for broken tyres, traction batteries (in an electrically driven vehicle) or exhaust system elements take into account the extent of their operational wear and tear.
5. In the event of partial or complete damage, PZU either drafts or commissions a calculation of repair costs or a damage protocol, considering the vehicle damage caused by the insurance incident. In the event that damage associated with an insurance accident is found and is not accounted for in the repair cost estimate or damage record, the insured or the policyholder must notify PZU prior to doing repairs in order to allow PZU to verify the scope of the damage and take it into account in the repair cost estimate or damage record.
6. The cost of the vehicle's repair are calculated based on the applicable rates of services and replacement parts in the Republic of Poland at the time of determining the damages.

DETERMINING THE AMOUNT OF DAMAGES IN THE EVENT OF VEHICLE THEFT

§ 16

Should the vehicle be stolen, PZU determines the damages at a rate equivalent to the vehicle's value on the day of the theft, or, if the Auto Wartość 100% option applies – in the amount equivalent to the vehicle's value as at the date of signing the AC agreement, if there has been no alteration in the vehicle's technical status during the AC agreement compared to its status on the date the AC agreement was made. An alteration in the technical state refers to the damage that occurred and was not repaired during the insurance period, a non-technological repair or vehicle decomposition. Should such a change take place, PZU calculates the compensation based on the value of the vehicle which accounts for this alteration, determined on the day the AC agreement was signed.

DETERMINING THE AMOUNT OF DAMAGES IN THE EVENT OF PARTIAL DAMAGE

§ 17

1. The costs for vehicle repair are determined according to the following prices of replacement parts deemed as suitable for replacement:
 - 1) in the service variant – the prices of original parts;
 - 2) in the optimum variant:
 - a) the prices of original parts, reduced according to the useful life of the vehicle in accordance with the indices specified below:

Vehicle's operational period	Reduction percentage
up to 3 years	30%
over 3 up to 5 years	45%
over 5 up to 8 years	55%
over 8 years	60%

- b) the cost of substitute components; if original and alternative parts or alternative parts from various manufacturers are available in the Audatex,

Eurotax, or DAT systems, PZU considers the parts which are the least expensive, however, in the case of original parts, the price is reduced in accordance with the rules set out in section a;

- 3) in the partner variant – the cost of original components.
2. Subject to sections 3–5 and 7, the compensation amount is calculated considering the method of vehicle repair at the repair shop selected by the insurer in accordance with the guidelines laid down in the Audatex, Eurotax or DAT system, applying:
 - 1) duration guidelines for repair processes determined by the car manufacturer;
 - 2) the rate for a working hour determined:
 - a) in the service and optimum variants – based on the average prices of services used by repair shops of a comparable category to the repair shop which performs the repair, operating in the region where the chosen repair shop is situated,
 - b) in the partner variant – for the partner repair shop which handles the repair;
 - 3) the prices of replacement components determined in accordance with section 1;
 - 4) costs of painting materials and standards included in Audatex, Eurotax or DAT systems.

PZU shall assess the compensation as specified in this section, contingent upon the submission of bills or VAT invoices for the costs of labour, replacement parts, paint materials and standard items, while in the case of partner variant, the bills or VAT invoices must be issued by the partner repair shop.

3. In the event the vehicle repair is documented with receipts or VAT invoices, PZU reviews the costs derived from these receipts or VAT invoices to ensure their conformity with the regulations outlined in section 2.
4. If receipts or VAT invoices are not provided as mentioned in section 2, PZU disburses the uncontested portion of the compensation calculated based on the PZU's valuation made in accordance with the principles set in the Audatex, Eurotax, or DAT systems, with the application of:
 - 1) duration guidelines for repair processes determined by the car manufacturer;
 - 2) the rate for a working hour determined by the insurance company based on the prices applicable in the local market (to be understood as the area of the county) of the insured party or vehicle user's domicile (registered office), by repair shops which are capable of repairing the vehicle to restore it to the condition prior to the incident;
 - 3) the prices of replacement components included in the Audatex, Eurotax or DAT system, determined in accordance with the principles laid down in section 1, item 2;
 - 4) costs of painting materials and standards included in Audatex, Eurotax or DAT systems.

Carrying out the valuation as stipulated in this section does not exclude the insured's right to present receipts or VAT invoices and to determine the compensation amount based on the conditions set out in section 2.

5. In the case of an AC agreement concluded in the partner variant, receipts or VAT invoices issued by a non-partner repair shop, PZU issues compensation based on PZU's valuation as stipulated in section 4.
6. In the case of an AC agreement concluded with a limited scope of insurance (Mini) specified in § 10 section 1, the amount of compensation is determined based on PZU's valuation specified in section 4.
7. When calculating the compensation based on receipts or VAT invoices which document the expenditures for purchasing new components for vehicle repairs, PZU reserves the right

to deduct the residual value of the damaged components of lower value left after repair from the cost of the new components; such value shall be equivalent to the market price determined during the calculation of compensation. In the event the insured transfers the ownership of such components to an entity indicated by PZU authorised for their disposal, in the process of calculating the compensation for the insurance shall not apply the deduction specified in the preceding sentence.

DETERMINING THE AMOUNT OF DAMAGES IN THE EVENT OF TOTAL LOSS

§ 18

1. In order to determine if total loss has occurred, the value of the vehicle at the date when the compensation is determined shall be compared to the cost of repair of the vehicle determined in accordance with the principles set out in section 2.
2. The vehicle repair costs, which form the basis for determining if total loss occurred, are established based on the calculation of repair costs by PZU in accordance with the principles set in the Audatex, Eurotax, or DAT system with the application of:
 - 1) duration guidelines for repair processes determined by the car manufacturer;
 - 2) the rate for a working hour determined by PZU:
 - a) in the service variant – based on the average prices of services from authorised vehicle repair shops in the county where the insured or vehicle user resides (has their headquarters),
 - b) in the optimum variant – based on the average price of the services of independent repair shops (garages operating independently of the network of authorised vehicle service shops) operating in the voivodship where the insured or the vehicle user resides (has their headquarters),
 - c) in the partner variant – based on the average price of the services of partner garages operating in the voivodship where the insured or the vehicle user resides (has their headquarters);
 - 3) costs of replacement parts suitable for the service, optimal or partner variants – accordingly to the respective insurance variant for which the insurance policy was concluded, determined in accordance with § 17 section 1;
 - 4) costs of painting materials and standards included in Audatex, Eurotax or DAT systems.
3. The repair costs specified in section 2 shall not constitute the baseline for calculating the amount of compensation.
4. In the event of a total loss, the amount of compensation is determined at an amount corresponding to the value of the vehicle lowered by the market value of its remains. The value of the vehicle shall be determined as at the date of calculating the indemnity and in the event the Auto Wartość 100% option applies – as at the date of concluding the AC agreement, provided that there is no change in the technical condition of the vehicle during the term of the AC agreement in relation to its initial condition as at the date of concluding the AC agreement. An alteration in the technical state refers to the damage that occurred and was not repaired during the insurance period, a non-technological repair or disassembly of the vehicle. Should such a change take place, PZU calculates the compensation based on the value of the vehicle which accounts for this alteration, determined on the day the AC agreement was signed. The market value of the remaining part of the vehicle is determined on an individual

basis, depending on the extent of the damage and the degree of the operational wear and tear of the vehicle or its parts (components).

DAMAGES OCCURRING OUTSIDE OF THE TERRITORY OF POLAND

§ 19

1. Subject to section 2, if the vehicle is damaged in result of an insurance accident that occurred outside of the Republic of Poland, the vehicle may be repaired outside of the Republic of Poland to the extent necessary to continue safe driving (necessary repair), provided that the cost of such repair on the day it is ordered does not exceed the amount of EUR 2,500 or its equivalent in other foreign currencies, calculated according to the average exchange rate announced by the National Bank of Poland on the day of ordering the repair. In the event the cost of the necessary repair exceeds the amount specified above, in such case the repair of the vehicle outside of the territory of the Republic of Poland may be done after consultation with PZU, or it may take place on the territory of the Republic of Poland, subject to section 3.
2. In the event the cost of necessary repair has been incurred directly by the Insured or the individual authorised to use the vehicle, including in the case referenced in section 1, second sentence, such costs shall be compensated in the Republic of Poland based on bills or VAT invoices issued to that person's name, and the documents shall be provided together with proof of payment, while in the case of AC agreement concluded with limited scope of insurance (Mini) based on PZU's assessment. In the event the vehicle repair carried out abroad in the Republic of Poland exceeds the scope of the necessary repair as defined in section 1, the amount of compensation for such part shall be determined in accordance with the prices applicable in the Republic of Poland unless the actual incurred costs are lower. The compensation shall be established in accordance with the rules specified in § 17, whereas rates per working hour shall be defined in accordance with the rules outlined in § 17, section 4, item 2.
3. In the event of the necessity to tow a vehicle damaged in an insurance accident which occurred outside of the Republic of Poland back to the country, PZU shall cover the towing costs in accordance with the rules laid down in § 11. Towing of the vehicle must be agreed upon with PZU.

DETERMINING THE AMOUNT OF DAMAGES IN THE EVENT OF DAMAGE TO LUGGAGE

§ 20

The amount of compensation for losses consisting in damage, destruction or loss of luggage shall be determined:

- 1) in the event of total destruction of luggage or its loss – in the amount corresponding to the average value of the item of the same or the most similar type and the same or the most similar brand;
- 2) in the event of damage to luggage – in the amount of the costs of repair appropriate to the extent of the damage caused by the insurance accident in accordance with the following rules and in agreement with the insured:
 - a) based on a receipt or post-service cost estimate together with a specification of the works carried out or
 - b) in accordance with the average prices of service providers applicable in the insured person's place of residence (headquarters) in the Republic of Poland or

- c) in the amount of the percentage loss of the value of the damaged luggage determined in agreement with the insured.

CHAPTER III

PZU POMOC W DRODZE INSURANCE

SCOPE OF INSURANCE

§ 21

1. The scope of the PWD depends on the variant selected in the PWD agreement and is specified in Table in § 22 section 3.
2. The PWD agreement, depending on the type of vehicle, can be concluded in one of the following variants: Super, Komfort, Super Truck or Komfort Truck.
3. In the Komfort variant, the type and scope of assistance services provided depends on the conclusion of a general liability or AC agreement covering the same vehicle.
4. The PWD agreement may be concluded with an extended insurance coverage as specified in § 23.
5. The scope of PWD includes assistance services as specified in § 22 where the insurance accident constituting the basis for the provision of a specific assistance service occurred during the period of insurance, subject to section 6 and § 24.
6. In the event of:
 - 1) a vehicle malfunction, tyre damage, bulb burnout or battery depletion, PZU will offer assistance services for a maximum of two of such insurance incidents subject to item 3;
 - 2) draining of the battery – if the limit specified in item 1 is exhausted, PZU arranges for a new battery to be delivered and replaced at the request of the insured in accordance with the provisions laid down in § 22 section 1 item 17, letter b;
 - 3) auto repair services – PZU shall organise such service for a maximum of two vehicle breakdowns, also in cases where the limit referred to in point 1 has been exhausted; the diagnosis of the vehicle breakdown in the event of resignation from further repairs shall reduce the limit;
 - 4) bodily injury or abrupt indisposition of the driver, PZU shall arrange and cover the cost of medical consultation mentioned in § 22 section 1 item 26, limited to a maximum of a single insurance accident;
 - 5) exhaustion of fuel or immobilisation of the vehicle in the Super Truck variant, PZU provides the organization and coverage of the costs of assistance services for the occurrence of the maximum of a single insurance accident of such type.

THE SCOPE OF ASSISTANCE SERVICES

§ 22

1. The specific assistance services include:
 - 1) **on-site repair** – carried out in the event if, due to the extent of damage or the cause of immobilisation of the vehicle, such on-site repair is possible; the service covers the costs of travel by roadside assistance and labour, excluding the costs of parts and materials used for repair;
 - 2) **towing** – a single vehicle towing service to a place selected by the insured or to the closest repair shop willing to repair the vehicle; the service is provided if the on-site repair mentioned in item 1 is not possible; the expenses related to transport by ferry shall be covered by the insured;
- 3) **parking** – parking the vehicle on a car park if the towing specified in item 2 occurs outside the repair shop's opening hours (e.g. at night or on public holidays); the towing to and from the car park shall be treated as a single towing;
- 4) **scrapping** – towing and scrapping the vehicle at the nearest scrap yard in the country where the event took place; if the legislation of that country prohibits vehicle scrapping, the vehicle is towed to the nearest scrap yard in a different country – under the principles stipulated in item 2; the service is provided upon the written request of the vehicle's owner;
- 5) **a replacement vehicle** – in the following cases:
 - a) immobilisation of the vehicle as a result of an accident or if it is scrapped after an accident,
 - b) immobilisation of the vehicle due to a breakdown in cases where the vehicle cannot be repaired within 12 hours and the towing specified in item 2 has been carried out, or in cases where the breakdown resulted in scrapping specified in item 4,
 - c) vehicle theft in cases where it has not been recovered by the time of notifying the PZU, specified in § 79 section 1 item 1;covers the provision of a replacement vehicle being a passenger car, regardless of the type of vehicle covered by PWD; the service is only performed once (the rental period cannot be divided into shorter terms); the cost of returning the replacement vehicle to the rental company shall be covered by the Insured; PZU provides a replacement vehicle classified in the same market segment as the vehicle covered by PWD, however not higher than E, and in the case of a motorcycle – not higher than B, whereas PZU does not guarantee that the replacement vehicle will have the same equipment; the rental of a replacement vehicle specified by PZU is based upon a rental agreement of a replacement vehicle concluded between the Insured and the car rental company indicated by PZU and on the conditions defined in that agreement, it particular it may require the insured to deposit a sum specified by the car rental company or involve blocking funds on a credit card; such service cannot be combined with the service of transportation to the person's domicile or travel destination; the service does not cover mopeds;
- 6) **rental of a replacement vehicle** – in the event of the vehicle being immobilised, if the vehicle cannot be recovered within 12 hours, or if the vehicle has not been recovered after theft before PZU had been notified in accordance with § 79, section 1, item 1; PZU provides the rental of a replacement vehicle of the same market segment as the vehicle covered by PWD, albeit PZU does not guarantee that the replacement vehicle will have similar equipment; PZU does not offer the rental of a replacement vehicle adapted for transporting dangerous goods (ADR); the cost of the rental of a replacement vehicle shall be covered by the insured;
- 7) **hotel** – accommodation for the insured persons in the number up to the number of seats specified in the vehicle's registration document, including transport to the place of accommodation in the event the vehicle becomes immobilised and cannot be repaired on the day of the event; PZU shall provide accommodation in a two or three-star hotel as selected by PZU; the cost of accommodation does not include the cost of meals, unless the cost of meals is included in the price of accommodation and other hotel facilities; this service

cannot be provided in combination with the service of providing transport to the Insured's place of residence or to the journey's place of destination;

- 8) **transport to a repair shop** – transporting the insured persons in the number up to the number of seats specified in the vehicle's registration document to the repair shop where the immobilised vehicle is towed to; the transport shall be carried out by the roadside assistance vehicle; whereas in case there are no seats, by any other means of transport agreed with PZU; in the case of transport of the insured persons to a repair shop located in a country other than the country where the insured event occurred, the service of providing transport to the place of residence or to the journey destination shall be deemed to have been provided – such a service cannot be provided in combination with the provision of a replacement vehicle or hotel accommodation services;
- 9) **transportation to the place of residence or destination** – transporting the insured persons in the number up to the number of seats specified in the vehicle's registration document – to their place of residence in Poland or to another destination, in case the vehicle cannot be repaired on the day of the incident or if the driver is unable to drive the vehicle; the transport service is provided by means of transport agreed upon with PZU; if the carriage by vehicle or by rail would last longer than 12 hours, and the incident occurred outside of Poland, PZU organizes an economy class aeroplane flight; PZU organizes the transportation of the insured to their place(s) of residence in Poland or to another destination, if the distance to that place does not exceed the distance to the place of residence in Poland; if the insured persons have different places of residence or travel to different destinations, the transport service is provided to a single destination indicated by the Insured; this service cannot be provided in combination with the provision of a replacement vehicle or hotel services;
- 10) **a journey to retrieve the vehicle** – a journey of a single individual by means of transport agreed upon with PZU to retrieve the vehicle which has been fixed or reclaimed after being stolen; in cases where such journey by motor vehicle or train is expected to exceed 12 hours and the vehicle is being repaired outside of the Republic of Poland, PZU shall provide an economy class flight;
- 11) **a substitute driver:**
 - a) in the Komfort and Super variants – a two-way transport of a substitute driver to ensure that the passengers return to their place of residence in the vehicle covered by PWD, or
 - b) in the Super Truck variant – a two-way transport of a substitute driver appointed by the owner or operator of the vehicle in cases where no other insured person is able to drive the vehicle for at least 36 hours after the occurrence of the insurance accident;
 - c) this service does not include the cost of petrol, highway fees, parking fees and accommodation;
- 12) **a hospital visit** – a one-time journey of one person using a mode of transport agreed upon with PZU, plus an overnight stay at a location agreed upon with PZU for the purpose of visiting a hospitalised driver or passenger; in cases where the journey by a motor vehicle or a train would take longer than 12 hours, and if the insured person is hospitalised outside of the territory of Poland, PZU shall provide an economy class flight;
- 13) **transport of the body** – transport of the body or the ashes of the insured to a burial place in the Republic of Poland in the event of the death of the insured occurring in connection with the operation of a vehicle or during the use of a vehicle, excluding the costs of purchasing a coffin or an urn, funeral or cremation expenses;
- 14) **petrol delivery** – In case of vehicle immobilisation due to fuel depletion or low battery (in case of electric vehicles):
 - a) delivery of petrol, excluding the cost of the petrol itself – delivery of petrol in the quantity required by the vehicle to reach the nearest petrol station; or
 - b) towing the vehicle to the nearest petrol station or to a point where the traction battery can be recharged; towing applies solely to the Super variant; the costs related to travelling on a ferry shall be incurred by the insured;
- 15) **vehicle unlocking** – unlocking the vehicle if the keys or unlocking controls are locked inside the vehicle; in cases where the vehicle cannot be unlocked at the place of the insurance accident, or if the keys have been destroyed, stolen, misplaced or lost under other circumstances, PZU shall provide vehicle towing services to the nearest repair shop or:
 - a) transportation of the insured for the purpose of collecting the replacement keys or controls required to unlock the vehicle using a suitable means of transport agreed upon with PZU, or shipping a replacement key or the controller required for unlocking the vehicle in cases where the insurance accident occurred in the territory of the Republic of Poland,
 - b) shipping a spare key or controller required to open the vehicle in cases where the insurance accident occurred outside of the territory of the Republic of Poland;
- 16) **wheel replacement** – repair or replacement of a wheel at the place where the tyre failure occurred; in cases where it is not possible, towing the vehicle to the nearest repair shop or to any other location indicated by the Insured; the cost of towing shall be incurred by the Insured; this service does not include the cost of parts and materials used to replace the wheel or the cost of repairing the tyres;
- 17) **starting the engine in the event of a battery discharge** – when a discharged starter battery immobilises the vehicle:
 - a) starting the vehicle's engine if the battery discharge is not due to its operational wear and where it can be recharged to be further used without the need for recharging from a source external to the vehicle, or
 - b) the supply of a new battery and its replacement in cases where the battery is no longer fit for use; the service does not cover the cost of the battery itself;
- 18) **bulb replacement** – replacement of a bulb in cases where the vehicle becomes immobilised due to it burning out; in cases where the bulb can only be replaced in a repair shop – towing the vehicle to the nearest repair shop capable of providing such service; this service does not cover the cost of the bulb and its replacement in the repair shop; the costs related to travelling on a ferry shall be incurred by the insured; this service is provided under the Super variant;
- 19) **towing of a trailer or a semi-trailer:**
 - a) **in the Super variant** – towing of a camping trailer or a trailer hauled by the vehicle under the condition that the trailer is in working order and the vehicle is immobilised; towing service shall be carried out to the destination selected by the insured; the costs of travels by ferries shall be covered by the

insured; PZU waives any responsibility for the cargo transported in the trailer,

- b) **in the Super Truck variant** – towing of a semi-trailer or a trailer hauled by the vehicle under the condition that the trailer is in working order and the vehicle is immobilised; the towing service is performed to the nearest car park or to the nearest repair shop where the immobilized vehicle is towed to; the costs of travels by ferries shall be covered by the insured; PZU waives any responsibility for the cargo transported in the semi-trailer or the trailer;
- 20) **transport to a hospital** – transporting insured persons:
- a) from the location of the event to the nearest hospital or
 - b) to a specialist hospital as required by the health condition of the insured person or
 - c) to a hospital situated closer to the place of residence of the insured person if their health condition permits to do so;
- the date and method of transporting the insured shall be agreed upon with a medical professional; PZU shall not transport the insured in cases where the bodily injury or sudden illness may lead to a serious deterioration of their health in a short period of time or may pose a hazard to their life where appropriate medical care is not immediately provided;
- 21) **transport of children and childcare** – providing transportation and childcare services for the children of the insured under the age of 18; the service shall be provided per the written request submitted by the child's legal guardian; the children shall be transported to the destination specified by the legal guardian: to the place of residence, to the journey destination or to another guardian; the costs shall be covered until the children are put under the care of an authorised relative; in cases where there will be no person able to take care of the children of the insured until the lapse of the time limit, PZU shall arrange for the care to be provided by the family members of the insured or otherwise by social care services;
- 22) **transport of an animal** – transporting an animal by motor vehicle to the nearest hotel for pets or to the nearest veterinary clinic if required by the health condition of the animal; this service shall be provided upon the request of the insured; in the event of the death of the animal – pet body disposal; this service shall not cover the cost of accommodating the animal at a hotel for pets or the costs of medical treatment and medication;
- 23) **telephone interpreter** – providing interpreting services when the insured manages formal matters related to the insurance accident which occurred outside of the territory of the Republic of Poland; interpreting services shall be provided by a PZU consultant; PZU provides interpreting services from Polish to English and vice versa;
- 24) **shipping spare components** – shipping of spare parts required for vehicle repair outside of the Republic of Poland in the event that a spare part is not available at the repair site for any reason; the service does not cover the cost of the component(s); PZU waives any responsibility if the service is not rendered, if the production of the component has been discontinued or in cases where it is not possible to obtain the component(s) directly from the manufacturer or from another source where the component(s) may still be available.
- 25) **information services** – providing services to the insured related to:
- a) manner of procedure in the event of an insurance accident,
 - b) roadside assistance telephone numbers,
 - c) network of repair shops,
 - d) the possibility to hire a replacement vehicle,
 - e) a one-off delivery of an urgent message related to the insurance incident to a person specified by the insured,
 - f) the possibility of obtaining and organising paid assistance selected from among the services organised by the PZU,
 - g) the formal procedures which must be finalised in order to obtain replacements of documents which were lost or stolen abroad: passport, visa, driving licence, vehicle registration certificate;
- 26) **consultation with a medical doctor** – primary healthcare consultation with a general practitioner, paediatrician or a family physician as required by the driver of the vehicle in cases where the driver expresses the need for such consultation within 7 days after the day of the accident; the consultation shall be provided by a medical doctor designated by PZU during the working hours of medical centres cooperating with PZU and in accordance with the work schedule of such facilities; the service includes only a single consultation provided in the Republic of Poland; the medical consultation may be provided as
- a) an in-patient consultation in a medical centre, including: medical history taking, physical examination, diagnosis, referral for further examinations and a consultation aiming to make a diagnosis, take an appropriate therapeutic decision or to monitor the medical treatment, recommendations or
 - b) telemedical advice provided in the form of a telephone consultation provided remotely through a communication method entirely sent, received or transmitted by means of information technology system or telecommunication systems, including: medical history taking, diagnosis, referral for further examinations and a consultation aiming to make a diagnosis, take an appropriate therapeutic decision or to monitor the medical treatment, recommendations;
- PZU does not offer consultations with a medical doctor holding a postdoctoral degree, a PhD in medical sciences, a professor; the service does not cover the travel expenses incurred for the purpose of stationary consultations or expenses incurred for telemedical consultations;
- 27) **assessment of the technical condition of a second-hand vehicle** – assessment of the technical condition of a second-hand vehicle that the vehicle owner intends to purchase due to the accident or theft of the original vehicle; this service is offered solely to the owner or the user of the vehicle who must be a natural person, including persons who conduct business activity; in the case of an accident affecting the original vehicle, this service is available under the condition that in result of such accident, PZU has provided an assistance service under the PWD

agreement; the assessment covers only a passenger car and a lorry with a passenger body and includes the following:

- a) inspecting if the VIN number matches the documents,
- b) taking photographic records of accessible documents, including the service book,
- c) taking photographic records of the available information on vehicle maintenance and repairs,
- d) inspecting the engine compartment, i.e.: assessment of the general condition of the compartment, potential signs of leakage, missing equipment, fluid level, oil level, control decals,
- e) checking the thickness of the paint for bodywork repairs and the general condition of the bodywork,
- f) inspecting the condition of the windows for signs of damage,
- g) inspecting the condition of the tyres and wheel rims,
- h) inspecting the vehicle interior,
- i) carrying out a test drive (to check the engine operation, exhaust system, sounds, vibrations, knocks and the operation of the dashboard controls) subject to the condition that the test drive is permitted under the applicable laws and the seller has agreed to it; the person responsible for carrying out the inspection takes the test drive as a passenger,
- j) assessing the value of the vehicle utilising the available specialist software systems,
- k) taking photographic records of the vehicle and any potential damage,
- l) assessing the total cost of potential repairs,
- m) drafting a report in PDF format,
- n) providing a template of the sales agreement without the information identifying the buyer and the seller;

the service does not include inspecting multimedia devices for correct operation and the correct operation equipment components; the service is provided subject to the condition that the second-hand vehicle is located in the territory of the Republic of Poland and that the person selling the vehicle consents to having the vehicle inspected by PZU; the inspection of the vehicle's condition is carried out within 2 working days after the day the vehicle is provided for inspection; in cases where the original vehicle is involved in an accident or stolen during the final month of the duration of the PWD agreement, the insured shall have the right to use the service within 60 days after the end of the insurance coverage;

- 28) **services rendered for another vehicle** – in cases where the accident covered by the policy occurs during the period of cover of a third party liability insurance policy for the same vehicle:
 - a) on-site repair of another vehicle – carried out in the event if, due to the extent of damage or the cause of immobilisation of another vehicle, such on-site repair is possible; the service covers the costs of travel by roadside assistance and labour, excluding the costs of parts and materials used for; or
 - b) towing another vehicle in cases where on-site repair mentioned in item (a) is not possible; the vehicle shall be towed to a destination selected by the driver or the owner of another vehicle; or
 - c) parking another vehicle or renting a substitute vehicle for the driver of another vehicle; this service does not cover the expenses incurred for parking

another vehicle or the rental fees related to hiring a replacement vehicle;

- 29) **vehicle unlocking** – intervention aiming to permit a vehicle to continue its journey in cases where it is become locked on a paved public road: on a steep slope, on a narrow roundabout or in a dead-end street and is blocking traffic; the service is rendered under the condition that the vehicle's permitted carrying capacity has not been exceeded and that the vehicle is in sound technical condition;
 - 30) **supervision over the cargo** – providing supervision services over the cargo in cases where it is not possible to carry out on-site repair or to tow the vehicle, or during the standby period while waiting for towing or reloading;
 - 31) **reloading of goods** – reloading of goods in cases where the vehicle becomes immobilised and on-site repair or towing the vehicle, and the cargo is not possible; PZU provides for reloading the cargo into another means of transport; the cost of reloading shall be covered by the insured; PZU waives all responsibility for any damage to the goods occurring during the reloading operations;
 - 32) **vehicle repair** – organizing the repair of a vehicle at a repair shop specified by PZU including covering the costs of vehicle breakdown diagnostics and labour costs; the service is provided solely in the territory of the Republic of Poland and may cover the breakdown of:
 - a) steering system,
 - b) braking system,
 - c) suspension,
 - d) petrol system (excluding CNG or LPG systems),
 - e) anti-theft protection,
 - f) seat belts, seat belt pretensioners, airbags and air curtains,
 - g) engine including the following systems: cooling, lubrication, ignition, power supply, valve train and turbocharger,
 - h) drive system including gearbox, all components of the clutch, drive axle, differential,
 - i) electrical installation (excluding bulbs, battery, traction battery, fuses);the type of components used for carrying out the repair shall be agreed upon by the repair shop performing the repair directly with the insured, whereas the components shall be provided by the repair shop, while the insured covers their cost; in cases where PZU fails to organise the repair of the vehicle within 7 days after receiving the notice of the accident, the insured shall have the right to organise the repair independently; in such case, PZU shall reimburse the insured for the cost of vehicle breakdown diagnostics and the labour costs, up to the limit of PZU SA's liability determined for the vehicle repair service.
2. PZU shall be responsible for arranging and covering the costs of the assistance services specified in section 1, items 1–5 and 7–30, and solely for arranging the services (excluding covering their cost) specified in section 1, items 6 and 31.
 3. The scope of assistance services covered by the specific PWD variants, including defining the insured accident giving rise to use the specific assistance service including the limits of PZU's liability are presented in the table below:

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
on-site repair	YES – following an accident that is a collision with another vehicle, if the insured party is at fault	YES – following a vehicle accident or malfunction	YES – following a vehicle accident, malfunction	YES – following a vehicle accident – up to PLN 1,700	YES – following a vehicle accident, malfunction – up to PLN 3,500
towing	YES – following a vehicle accident involving a collision with another vehicle in cases where the insured is at fault – to a selected destination at a distance of up to 150 km	YES – following a vehicle accident or malfunction – to a selected destination at a distance of up to 150 km	YES – following a vehicle accident, malfunction or due to incorrect petrol – to a selected destination at a distance of up to 150 km	YES – following a vehicle accident – to the nearest repair shop situated at a maximum distance of up to 150 km and up to the maximum cost of PLN 4,300	YES – following a vehicle accident, breakdown or due to incorrect petrol – to the nearest repair shop situated at a maximum distance of up to 150 km and up to the maximum cost of PLN 13,000
vehicle parking area	YES – within 3 days, following an insurance incident similar to towing service	YES – within 3 days, following an insurance incident similar to towing service	YES – within 3 days, following an insurance incident similar to towing service	YES – within 3 days, following an insurance incident similar to towing service	YES – within 3 days, following an insurance incident similar to towing service
vehicle scrapping	NO	YES – following a collision, vehicle malfunction or upon recovering the vehicle after it has been stolen	YES – following a collision, vehicle malfunction or upon recovering the vehicle after it has been stolen	NO	YES – following a collision, vehicle malfunction or upon recovering the vehicle after it has been stolen – up to PLN 2,100
replacement vehicle	NO	YES – following a collision or vehicle theft – until the vehicle is repaired or recovered after it has been stolen – up to 3 days	YES – following a collision or vehicle theft – until the vehicle is repaired or recovered after it has been stolen – up to 15 days, and after a malfunction of the vehicle which occurred at a distance exceeding 20 km away from the place of residence or registered office – for the duration of the repair – up to 10 days	NO	NO
replacement vehicle hire	NO	NO	NO	NO	YES – following a collision, vehicle malfunction or vehicle theft

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
hotel accommodation	NO	YES – following an accident, vehicle theft or vehicle malfunction which occurred at a distance exceeding 50 km away from the place of residence or headquarters – up to 3 overnight stays	YES – following an accident, vehicle theft, vehicle malfunction, malfunction of tyres, or due to incorrect petrol which occurred at a distance exceeding 20 km away from the place of residence or registered office – up to 3 overnight stays	YES – following an accident, vehicle theft or vehicle malfunction which occurred at a distance exceeding 50 km away from the place of residence or registered office – up to 3 overnight stays	YES – following an accident, vehicle theft or vehicle malfunction or malfunction of tyres which occurred at a distance exceeding 20 km away from the place of residence or headquarters – up to 3 overnight stays
transport service to a repair shop	NO	YES – following a vehicle accident or malfunction	YES – following an accident, vehicle malfunction, malfunction of tyres, burnt out bulb, jammed keys or controls required to open the vehicle, due to incorrect petrol or discharged traction battery (in case of an electric vehicle)	YES – after an accident	YES – following a vehicle accident, vehicle malfunction, malfunction of tyres or due to incorrect petrol
transportation to the place of residence or destination	NO	YES: – following an accident, vehicle theft, or vehicle failure that happened more than 50 km away from the place of residence (headquarters), – should the insured driver suffer from a sudden illness, bodily harm or death resulting from operating a vehicle or when using the vehicle	YES: – following an accident, vehicle theft, or vehicle failure that happened more than 20 km away from the place of residence (headquarters), – should the insured driver suffer from a sudden illness, bodily harm or death, resulting from associated with the vehicle's motion or whilst operating the vehicle	NO	YES: – following an accident, vehicle theft, or vehicle failure that happened more than 20 km away from the place of residence (headquarters), – should the insured driver suffer from a sudden illness, bodily harm or death, resulting from associated with the vehicle's motion or whilst operating the vehicle
a journey to collect the vehicle	NO	YES – in the event of an accident, vehicle theft or a car failure that takes place over 50 km away from the home address or headquarters	YES – in the event of an accident, vehicle theft or a car failure that takes place over 20 km away from the home address or headquarters	YES – following an accident which occurred at a distance exceeding 50 km from your place of residence or business, or after vehicle theft	YES – in the event of an accident, vehicle theft or a car failure that takes place over 20 km away from the home address or headquarters

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
a substitute driver	NO	YES – should bodily harm or the passing away of an insured motorist occur as a result of operating a vehicle or during the act of vehicle operation	YES – should bodily harm or the passing away of an insured motorist occur as a result of operating a vehicle or during the act of vehicle operation	NO	YES – should bodily harm or the passing away of an insured motorist occur as a result of operating a vehicle or during the act of vehicle operation
hospital visit	NO	YES – if the insured has suffered bodily injury due to driving the vehicle or in the event of the driver's sudden illness – the transport of a single individual and providing accommodation for the person for to 3 overnight stays	YES – if the insured has sustained bodily harm due to the vehicle's operation or in the event of the driver's sudden sickness – the transport of 1 individual and this person's lodging for up to 3 hotel nights	NO	YES – if the insured has sustained bodily harm due to the vehicle's operation or in the event of the driver's sudden sickness – the transport of 1 individual and this person's lodging for up to 3 hotel nights
transport of the body	NO	YES – in the circumstance of the insured person's demise associated with the operation or utilisation of a vehicle	YES – in the circumstance of the insured person's demise associated with the operation or utilisation of a vehicle	NO	YES – in the circumstance of the insured person's demise associated with the operation or utilisation of a vehicle
petrol delivery	NO	NO	YES – in the event of low petrol or a discharged traction battery (in the case of an electric vehicle) at a distance exceeding 20 km from the place of residence or registered office – delivery of fuel or towing to the nearest petrol station or recharging point – up to the maximum distance of 150 km	NO	YES – in case of depletion of petrol occurring at a distance exceeding 20 km away from the place of residence or registered office – petrol delivery; the service is provided only one time during the period of insurance

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
unlocking the vehicle	NO	NO	YES – in the event that the keys or controls used to open the vehicle got locked, destroyed, stolen, lost or otherwise misplaced, or if the keys or controls used to open the vehicle or to start the vehicle have been lost for other reasons – towing to the nearest repair shop or providing transport to the place of residence to collect spare keys; outside of the Republic of Poland – only towing to a repair shop	NO	YES – in the event that the keys or controls used to open the vehicle got locked, destroyed, stolen, lost or otherwise misplaced, or if the keys or controls used to open the vehicle or to start the vehicle have been lost for other reasons – towing to the nearest repair shop or providing transport to the place of residence to collect spare keys; outside of the Republic of Poland – only shipping spare keys
wheel replacement	NO	NO	YES – in the event of tyre failure – up to 150 km	NO	YES – in the event of tyre failure – up to 150 km and up to the maximum amount of PLN 13,000
starting the engine in the event of battery discharge	NO	NO	YES – if the ignition battery runs out more than 20 km away from the dwelling or business premises	NO	YES – if the ignition battery runs out more than 20 km away from the dwelling or business premises
replacement of a bulb	NO	NO	YES – if a bulb burns out at a distance exceeding 20 km away from your home or headquarters; in the case of towing – up to the distance of 150 km	NO	NO
towing a trailer or a semi-trailer	NO	NO	YES – following an accident, vehicle theft or vehicle malfunction that occurred more than 20 km from the place of residence or headquarters – up to 150 km	NO	YES – following an accident, vehicle theft or vehicle malfunction that occurred more than 20 km from the place of residence or headquarters – up to 150 km

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
transport to hospital	NO	NO	YES – if the insured has sustained bodily harm associated with the operation of a vehicle or whilst using a vehicle, or if the driver suddenly falls ill	NO	YES – if the insured has sustained bodily harm associated with the operation of a vehicle or whilst using a vehicle, or if the driver suddenly falls ill
child transport and childcare	NO	NO	YES – if the insured has sustained bodily harm associated with the operation of a vehicle or whilst using a vehicle, or if the driver suddenly falls ill – care provided for up to 3 days	NO	NO
transporting an animal	NO	NO	YES – if the insured has sustained bodily harm associated with the operation of a vehicle or whilst using a vehicle, or if the driver suddenly falls ill	NO	NO
telephone interpreter	NO	NO	YES – after an insurance accident	NO	YES – after an insurance accident
shipment of components	NO	NO	YES – after an accident or breakdown of the vehicle which occurred outside of Poland	NO	YES – after an accident or breakdown of the vehicle which occurred outside of Poland
information services	YES – after an insurance accident	YES – after an insurance accident	YES – after an insurance accident	YES – after an insurance accident	YES – after an insurance accident
consultation with a medical professional	YES – after an accident	YES – after an accident	YES – after an accident	YES – after an accident	YES – after an accident
assessment of the technical condition of a second-hand vehicle	NO	NO	YES – following a vehicle accident and theft	NO	NO
services for a different vehicle	YES – following an accident that is a collision with another vehicle, if the insured party is at fault	NO	YES – following an accident that is a collision with another vehicle, if the insured party is at fault	YES – following an accident that is a collision with another vehicle, if the insured party is at fault	YES – following an accident that is a collision with another vehicle, if the insured party is at fault

Assistance service	Variant				
	Komfort – applies in cases where a PWD agreement is concluded with a third party liability agreement covering the same vehicle	Komfort – applies in cases where a PWD agreement is concluded with an AC agreement covering the same vehicle	Super	Komfort Truck	Super Truck
vehicle unlocking	NO	NO	NO	NO	YES – up to PLN 4,500 and towing for a distance of up to 1,500 m if needed
supervision over cargo,	NO	NO	NO	NO	YES – following a vehicle accident or malfunction – up to 3 days and up to a maximum of PLN 650
cargo handling	NO	NO	NO	NO	YES – following a vehicle accident or malfunction
car repair service	NO	NO	YES – following vehicle malfunction and subject to a payment of an additional insurance premium – up to PLN 2,000	NO	NO

EXTENSION OF INSURANCE COVERAGE

§ 23

- The PWD agreement in the Super variant is available on payment of an additional premium:
 - may include the loss or damage referred to in par 9 section 1 item 3 above;
 - may be concluded for the following assistance services and does not require the occurrence of an insurance accident at a distance exceeding over 20 km away from the place of residence (registered office), for the following assistance services:
 - a replacement vehicle,
 - transportation to the place of residence or the destination,
 - a journey to collect the vehicle,
 - petrol delivery,
 - starting the engine in the event of battery discharge,
 - replacement of a bulb,
 - towing a trailer;
 - it may be concluded together with an increased towing limit provided for in the event of an accident or breakdown of the vehicle from 150 km to a limit to be specified in the PWD agreement; the increase in the towing limit may apply to passenger vehicles, lorries with a maximum total weight of 3.5 tonnes, special camper vans, special vehicles, ambulances, motorcycles and mopeds; the increased towing limit applies to accidents or vehicle breakdowns that occur more than 7 days after the accident:
 - from the date of execution of the PWD agreement reflecting this increased limit; this condition shall not apply in the case of renewal of a PWD agreement or a PWD agreement for a brand new vehicle, provided that the agreement is concluded no later than the date of its purchase,

- from amending the PWD agreement by extending the scope of coverage through an increased towing limit or by expanding the territorial scope as specified in § 6 section 2 item 1(b).
- may be extended to include auto service coverage only for passenger cars and trucks with a passenger body, provided that the vehicle meets all of the following conditions on the date of execution of the PWD agreement under the Super variant:
 - has a mileage not exceeding 200,000 km,
 - has a service life not exceeding 10 years,
 - is not intended for the purposes specified in § 9 section 1 item 3.

EXCLUSIONS OF LIABILITY

§ 24

- PWD does not cover insurance accidents:
 - mentioned in § 12 section 1 items 2–7, 9, 10 and 17;
 - resulting from operational damages;
 - resulting from the insured's suicide or attempted suicide;
 - caused by exceeding the permissible axle load or towing a trailer with a weight greater than that authorized by the vehicle manufacturer;
 - resulting from another vehicle breakdown occurring after PZU has provided assistance services for a prior breakdown if the vehicle was not repaired following the previous incident.
- Coverage is not provided for persons transported for a fee, except for hospital transport services and individuals transported by ambulance for medical assistance.

3. The following services: towing, parking, scrapping, changing a wheel, changing a light bulb, and towing of a trailer or semi-trailer, do not apply to sports equipment, tourist equipment, biological materials, including blood, tissues, organs, research materials, or any other type of cargo transported by a vehicle, or a trailer towed by a vehicle.
4. The assistance services specified in § 22 section 1 items 5, 7, 8, 14, 15 and 17 do not apply to camping trailers and trailers with carrying capacity up to 2 t. The replacement vehicle service does not cover mopeds.
5. The car repair service does not apply to the following malfunctions:
 - 1) structures or systems: heating, ventilation, air-conditioning or other systems designed to increase the comfort of using the vehicle;
 - 2) traction control systems;
 - 3) audio, telephone, including Bluetooth, multimedia, navigation equipment and systems;
 - 4) ADAS system;
 - 5) structures, systems or equipment that have been modified by the user, carried out after acceptance of the vehicle from the manufacturer or the dealer;
 - 6) tyres.
6. In addition, the car repair service excludes malfunctions resulting from:
 - 1) failure to comply with the principles of vehicle operation;
 - 2) continuation of driving in spite of receiving warning by the malfunction indicator light;
 - 3) failure to replace or replenish materials, consumable fluids, or consumable components when they are completely worn out or beyond the period recommended by the manufacturer or service provider;
 - 4) the lack of software updates, including firmware.
7. In the Comfort Truck and Super Truck variants, PZU will not arrange or cover the costs of assistance services referred to in § 22 section 1 items 1, 2, and 30, if the vehicle is transporting dangerous goods (ADR).
8. The PWD agreement under the Komfort variant does not cover the damages referred to in § 9 section 1 item 3. Unless otherwise agreed, the PWD agreement under the Super, Comfort Truck, and Super Truck variants does not cover the damages referred to in § 9 section 1 item 3.
9. PZU shall not be liable for the costs of any assistance services that have been incurred without the prior consent of PZU, except in cases where:
 - 1) it was impossible to notify PZU in the manner described in § 79 section 1 item 1 due to circumstances beyond the control of the Insured or the vehicle user, or
 - 2) the insurance accident took place on a motorway and the insured was in need of assistance from special road services.
10. If the following services are not rendered—on-site repair, towing, scrapping, wheel replacement, bulb replacement, or engine starting in the event of battery discharge—due to the failure of the insured to make the immobilized vehicle available at the time and place agreed with PZU, no further assistance services will be available, unless the failure to make the vehicle available was due to reasons beyond the control of the insured.
11. Under PWD, the provisions of § 12 section 4 shall apply.
12. In the case of the service encompassing assessment of a second-hand vehicle, PZU shall not be liable for:
 - 1) non-performance or improper performance of that service if the owner or keeper of the vehicle to be inspected is prevented from carrying out the inspection, or if the insured provides incorrect or incomplete information;
 - 2) technical modifications to the vehicle, modifications to the equipment, damage and defects that have occurred after the vehicle has been provided for inspection.
13. In the case of the second-hand vehicle verification service, PZU stipulates as follows:
 - 1) despite all due diligence, it may not be possible to detect all defects and faults in the vehicle being inspected due to the current state of the art or the limitations of the measuring equipment used. The report on the performance of this service shall be based on the information or documents provided by the vehicle dealer and on the results of the test and inspection conducted under the conditions present at the location where the vehicle is made available;
 - 2) it does not provide any guarantee or warranty in relation to the sale of the vehicle.

LIMITS OF BENEFITS

§ 25

1. The limits of benefits applicable for the individual assistance services specified in § 22 and § 23 constitute the upper limit of PZU's liability and are defined per a single insurance accident. In the event that no limit is set, the PZU shall be liable up to the actual cost of the assistance service in question.
2. If the limit for a given assistance service is expressed in Polish zloty and the expenses related to the insured accident were incurred in a foreign currency, PZU will reimburse them up to the equivalent of this limit in another currency, in accordance with § 87 section 2.
3. If the quota limit provided for an assistance service is insufficient for PZU to cover all costs of that service, and the Insured decides to withdraw from the service during its implementation and subsequently arranges for its continuation independently, PZU shall reimburse the Insured for the costs of that service within the established limit, reduced by the costs already incurred by PZU. This provision does not apply to the car repair service.
4. If the towing limit for a particular assistance service is expressed in kilometres, the distance is measured from the point of the vehicle's immobilization to the designated towing destination.

INSURANCE PREMIUM

§ 26

In PWD, the insurance premium depends on:

- 1) insurance option;
- 2) the extension of the insurance coverage referred to in § 23 and the territorial scope of the insurance;
- 3) the category, brand and model of the vehicle, the kind of theft protection installed in the vehicle, the parking location of the vehicle during night-time and other vehicular technical and operational specifics;
- 4) the location of residence or business, the age of the vehicle's owner or operator;
- 5) period of insurance;
- 6) the manner of vehicle utilisation, the type of vehicle possession (ownership, lease, ownership transfer, rental or vehicle leasing under a contract with a car fleet management company (CFM) or a leasing company), the quantity of owned vehicles;
- 7) whether the insured or the vehicle user is an individual and whether they operate a business or own a farm, or

- are a legal entity, or an organisational entity that is not a legal entity;
- 8) entering into additional insurance agreements with PZU;
- 9) reinstatement of the PWD agreement for a specific vehicle;
- 10) the course of AC, third party or PWD insurance;
- 11) the manner of payment of the insurance premium;
- 12) individual risk assessment.

- 3) a component permanently attached to the glass, such as a gasket, trim, bracket, or heating element, which was not damaged or destroyed at the same time as the glazing;
 - 4) components permanently attached to the windscreen (such as: anti-burglary or tinting films, alarm system, rain sensor) installed outside the vehicle's factory assembly process.
4. PZU does not reimburse the costs of assistance services incurred by the Insured within the territory of Poland if those services were not organized by PZU, subject to § 32 section 2.
 5. Under PAS, the provisions of § 12 section 4 shall apply.

CHAPTER IV

PZU AUTO SZYBA INSURANCE

SCOPE OF INSURANCE

§ 27

1. PAS applies to the assistance services outlined in section 2 in case of an insured accident occurring during the insurance period.
2. PAS coverage includes assistance services for organizing and covering the costs of repairing or replacing the windscreen—whether it is the front, side, or rear—unless the windscreen is part of the vehicle roof, subject to section 3. Scope of PAS it also covers the cost of items permanently attached to the glass such as gaskets, louvres, brackets, heating elements and the cost of calibrating the camera or Advanced Driver Assistance System (ADAS) components if they are damaged with the glass or if calibration is required as a result of the glass being repaired or replaced.
3. Unless otherwise agreed, PAS includes a deductible of 30% of the cost of the assistance services referred to in section 2 for claims arising from the second and each subsequent insured accident occurring during the period of insurance.

ADDITIONAL COSTS

§ 28

PZU is required to refund the expenses within the thresholds of the insurance sum:

- 1) resulting from the application, in the event of an insurance incident, of measures taken to rescue the windshields and windows of the vehicle and to prevent damage or reduce its scale, if such measures were purposeful, even if they proved to be ineffective;
- 2) the supplementary technical examination of the vehicle following its repair, as mandated by law.

EXCLUSIONS OF LIABILITY

§ 29

1. PAS does not cover insurance accidents:
 - 1) mentioned in § 12 section 1 items 2–7, 9, 10 and 17;
 - 2) resulting from operational damages;
 - 3) that arise in the course of vehicle repair work;
 - 4) caused by a manufacturing defect in the glazing due to a defective raw material or a manufacturing defect.
2. Unless otherwise agreed, PAS Agreement does not cover the damages mentioned in § 9, section 1, item 3.
3. Additionally, PAS excludes damage or destruction:
 - 1) other than the windscreen, rear window not forming part of the vehicle roof, or side windows, this also applies to other glass elements of the vehicle, such as the sunroof, headlight glass, mirrors, and glass roof;
 - 2) control sticker;

SUM INSURED

§ 30

1. Subject to section 2, the sum insured shall be determined by PZU after having consultation with the Insured.
2. The minimum sum insured amounts to:
 - 1) for cars, lorries with passenger body (regardless of carrying capacity) or other lorries with a carrying capacity of up to 750 kg – PLN 5,000;
 - 2) in case of lorries with a carrying capacity exceeding 750 kg and a maximum permissible weight of up to 3.5t – PLN 5,000;
 - 3) in the case of lorries with a maximum permissible weight exceeding 3.5t – PLN 8,000;
 - 4) in the case of buses – PLN 10,000.
3. The sum insured will be reduced by any amounts paid by PZU to cover the cost of assistance services and the cost of an expert's report to determine the type of glass to be replaced.

INSURANCE PREMIUM

§ 31

In PAS, the insurance premium depends on:

- 1) sum insured;
- 2) the category, brand and model of the vehicle, the kind of theft protection installed in the vehicle, the parking location of the vehicle during night-time and other vehicular technical and operational specifics;
- 3) the location of residence or business, the age of the vehicle's owner or operator;
- 4) period of insurance;
- 5) the manner of vehicle utilisation, the type of vehicle possession (ownership, lease, ownership transfer, rental or vehicle leasing under a contract with a car fleet management company (CFM) or a leasing company), the quantity of owned vehicles;
- 6) whether the insured or the vehicle user is an individual and whether they operate a business or own a farm, or are a legal entity, or an organisational entity that is not a legal entity;
- 7) entering into additional insurance agreements with PZU;
- 8) reinstatement of the PAS agreement for a specific vehicle;
- 9) the course of AC or OC insurance;
- 10) the manner of payment of the insurance premium;
- 11) individual risk assessment.

ASCERTAINMENT OF ASSISTANCE SERVICES COSTS

§ 32

1. AN assistance service covered by PAS is available if it is technically feasible to repair or replace a damaged windscreen in

the vehicle, where the replacement being an alternative or original part, depending on the agreement made when the policy was concluded.

2. Additionally in the case if:
 - 1) PZU fails to arrange the repair or a replacement of the vehicle's windscreen within 7 days of receiving notification of the insured accident, or
 - 2) the insured or vehicle user was unable to notify PZU as defined in § 80 item 1 due to circumstances beyond their control, or
 - 3) the insured has the right to arrange for the service to be carried out independently and PZU shall reimburse the insured for the cost of the repair or replacement of the windscreen.
3. Reimbursement of the costs incurred by the Insured for the repair or replacement of the windscreen shall be made based on receipts or VAT invoices and proof of payment, up to the limit of the sum insured, subject to § 27 section 3.

CHAPTER V

PZU AUTO OPONY INSURANCE

SCOPE OF INSURANCE

§ 33

1. The scope of OPONY depends on the variant selected in the agreement and is specified in the Table in section 4.
2. The OPONY agreement may be concluded in the following variant: Mini, Komfort or Super.
3. The specific assistance services include the organisation and covering the costs of the following services:
 - 1) **on-site replacement** – replacement at the scene of the accident of the wheel with the failed tyre, using a functioning spare wheel fitted to the vehicle or a repair kit provided in the vehicle, without the need for towing to a garage; the service covers the cost of the roadside assistance journey, the cost of replacing the wheel with a spare wheel, and the cost of parts and materials used for the wheel replacement.
 - 2) **towing to a tyre repair shop** – towing the vehicle when replacing the wheel with a spare wheel or using a repair kit at the scene of the accident is not possible; such towing is carried out to a service station specified by PZU, for a distance not exceeding 150 km, measured from the place where the vehicle has stopped to the service station indicated by PZU.
 - 3) **transport of the driver and passengers to a repair shop** – transportation of the driver and passengers of the vehicle (excluding fare-paying passengers and hitchhikers), not exceeding the number of seats specified in the vehicle registration document, to the workshop where the vehicle is being towed; this transportation is provided by the breakdown service vehicle or, if there are not enough seats, by another means of transport agreed upon with PZU;
 - 4) **covering the costs of repairs carried out in a repair shop** – removal of a tyre puncture at a repair shop specified by PZU; the service includes the cost of repairing the puncture and the cost of parts and materials used in the repair, excluding the cost of the tyre itself. In cases where the puncture repair necessitates the replacement of the tyre with a new one, PZU covers the cost of fitting the new tyre, excluding the cost of purchasing the tyre;

- 5) **covering the costs of purchasing a new tyre** – coverage of the cost of purchasing a new tyre of the same brand, size, and parameters as the damaged tyre, if the puncture necessitates the replacement of the tyre; such service is provided only once, either for the first or second puncture, up to the limit specified in the policy, provided that the damaged tyre was manufactured no earlier than 3 years prior to the date of the puncture. If, according to legal requirements, replacing a tyre necessitates the replacement of a second tyre on the same axle, PZU shall cover the cost of purchasing both tyres, up to the limit specified in the policy;
 - 6) **information services** – providing services to the insured or the driver related to:
 - 1) manner of procedure in the event of an insurance accident;
 - 2) roadside assistance telephone numbers;
 - 3) network of tyre repair shops.
4. The scope of assistance services covered by the various variants of OPONA insurance is presented in the table below:

Assistance services	Variant Mini	Variant Komfort	Variant Super
on-site replacement	YES	YES	YES
towing to a tyre repair shop	YES	YES	YES
transport of the driver and passengers to the repair shop	YES	YES	YES
covering the repair costs at a repair shop	NO	YES	YES
covering the cost of purchasing a new tyre	NO	NO	YES
information services	YES	YES	YES

5. PZU provides assistance services related to tyre malfunction and:
 - 1) covers the complete cost of the services, parts, and consumables mentioned in section 3 for the first and second puncture, in accordance with section 3 item 5;
 - 2) in the event of a third or subsequent tyre malfunction, covers 10% of the cost of the services specified in section 3, items 1–4.
6. In case when the Insured performs the replacement by themselves on the spot (as specified in section 3 item 1), PZU shall cover the costs of the repair at the repair shop specified in section 3 item 4 or the cost of purchasing a new tyre as specified in section 3 item 5, provided that the insured complies with the obligations outlined in § 81.
7. If a tyre of the same brand, of the same size and with the same parameters is not available at the repair shop repairing the tyre failure, the insured has the right to purchase a tyre independently own, and PZU shall reimburse the costs incurred by the insured, in accordance with the rules laid down in section 3 item 5.
8. Reimbursement of the costs specified in section 6 and 7 shall be provided based on receipts or VAT invoices and proof of payment, up to the maximum amount specified in the OPONA agreement.

EXCLUSIONS OF LIABILITY

§ 34

1. OPONY does not cover insurance accidents:
 - 1) mentioned in § 12 section 1 items 2–7, 9, 10 and 17;
 - 2) occurring in result of the vehicle carrying load exceeding the permissible total weight;
 - 3) resulting from operational damage such as wear and tear, corrosion, oxidation or wetting;
 - 4) occurring on an unpaved road or in a location where access is either not possible or prohibited by law, or where the provision of assistance services is prevented by force majeure;
 - 5) related to a tire where the tyre wear indicator shows wear at the limit, or for tires without such indicators, where the tread depth is lower than 1.6 mm.
2. Assistance services do not apply to sports equipment, hiking equipment, biological materials or any other type of load transported inside a vehicle or trailer towed by the vehicle.
3. PZU shall not be liable for the costs of assistance services provided without prior notification of the damage or without PZU's consent, unless:
 - 1) the insured was unable to notify PZU as defined in § 81 due to circumstances beyond their control;
 - 2) the malfunction of tyres took place on a motorway and the insured was in need of assistance from special road services.

INSURANCE PREMIUM

§ 35

In OPONY, the insurance premium depends on:

- 1) insurance option;
- 2) the manner in which the vehicle is used;
- 3) the manner of payment of the insurance premium;
- 4) individual risk assessment.

CHAPTER VI

PZU AUTO NNW INSURANCE

SCOPE OF INSURANCE

§ 36

1. The scope of the NNW insurance covers the consequences of insured accidents resulting in bodily injury, impairment of health, or death of the insured, whereas in the cases specified in § 3 item 82 letters e) and f), only the aforementioned consequences that occur to the driver are covered, subject to § 38.
2. The NNW covers the consequences of insured accidents as specified in section 1, provided that the insured accident occurred within the insurance period.

BENEFIT TYPES AND AMOUNTS

§ 37

1. NNW covers the following benefits:
 - 1) benefit for permanent disability resulting from an insured accident, whereby if the insured has suffered 100% permanent disability, PZU shall pay the full amount of the sum insured as specified in the NNW agreement, whereas if the Insured has suffered less than 100% permanent disability, PZU shall pay indemnification proportional to the percentage of the sum insured defined in the NNW agreement that corresponds to the degree of permanent disability sustained;
 - 2) benefit for death due to an insurance accident – in the amount of 100% of the sum insured defined in the NNW agreement;
 - 3) in the event of an insurance accident requiring in onerous treatment, unless a permanent health impairment has been established, the benefit shall be paid at the rate of 1% of the sum insured specified in the NNW agreement, up to a maximum of PLN 1,000;
 - 4) daily allowance – At a rate of one per thousand of the insured sum specified in the NNW contract for each day, up to a maximum of 60 days, this amount will be paid in the event of the Insured's hospitalization—starting from the first day—or, in the case of outpatient treatment, from the 7th day after the date of the insured accident;
 - 5) reimbursement of expenses for the purchase of orthopaedic appliances and aids up to 10% of the insured sum specified in the accident insurance policy, but not exceeding PLN 10,000;
 - 6) reimbursement of the costs related to vocational training for persons with disabilities, up to 10% of the insured sum specified in the NNW policy, with a maximum limit of PLN 10,000;
 - 7) reimbursement of the medical costs, including rehabilitation up to 10% of the sum insured specified in the NNW policy, with a maximum limit of PLN 5,000;
 - 8) reimbursement of the costs of transporting the body of the deceased, including the organization and transportation of the body, funeral services for preparing the body for transport, cremation, and the purchase of a coffin or an urn, up to 50% of the insured sum specified in the NNW insurance policy, with a maximum limit of PLN 15,000.
2. In cases where the Insured has undergone medical treatment due to an insured accident, and the treatment was onerous, however no permanent health damage was discovered, PZU shall issue the benefit for onerous treatment based on the medical documentation provided by the insured. The insured has the right to receive only a single benefit per onerous treatment caused by a single insurance accident.
3. The daily allowance is granted solely to persons who are employed and only under the condition that the NNW agreement was concluded for the period of 12 months. The benefit shall not be paid for a duration exceeding a total of 60 days in cases where more than a single insured accident occurs in a period of insurance. The daily allowance applies for the duration of temporary incapacity for work and is issued based on a medical certificate confirming temporary incapacity to work in accordance with the applicable legal provisions. In cases where the insured is unable to obtain the certificate mentioned in the previous sentence in accordance with the applicable legal regulations, the daily allowance is payable based on a certificate issued by an attending medical doctor and a supporting medical documentation. If the resulting permanent and total incapacity for work is also due to a disease or disability which existed before the insured accident, the daily allowance is payable for the estimated period of permanent and total incapacity for work that could have been caused

solely by the insured accident. The insured loses the right to the daily allowance in cases where they engaged in gainful employment during the period for which they were entitled to receive the allowance.

4. The costs outlined in section 1, items 5 to 8, will be reimbursed if they were incurred as a result of the insurance accident. Moreover, the medical costs, including rehabilitation, specified in section 1, item 7, shall be reimbursed if they were necessary from the medical point of view. In relation to the costs of funeral homes specified in section 1 item 8, no deduction shall be made from the funeral allowance payable for such costs.
5. Reimbursement of the costs specified in section 1, items 5–8, shall be made based on receipts and proofs of payment up to the actually incurred amount, however not exceeding the limit determined for those expenses, however if these expenses were incurred in a foreign currency, the provisions of § 87, section 2, shall apply.

- c) in connection with the insured person's commission or attempted commission of suicide, or in connection with the use of a vehicle to commit or attempted crime,
- d) as a result of participation in fights, with the exception of acts of necessary defence,
- e) as a result of acts of war or as a result of participation in strikes, riots, disturbances, industrial action, roadblocks, sabotage,
- f) in result of involvement in acts of terrorism,
- g) during the use of the vehicle in connection with compulsory military service or service in any other statutory capacity,
- h) during racing or competition rallies or during training for such races.

2. PZU's liability shall be excluded for the consequences of illnesses or conditions, even if they occur suddenly or are discovered after the occurrence of an insurance accident. If the illness or condition contributed to the occurrence of the insured accident, meaning both the illness or condition and an external cause were contributing factors, PZU's liability covers bodily injury or health impairment resulting from the external cause, unless it is impossible to determine which bodily injury or health impairment is solely the consequence of the external cause; in such cases, it is assumed that bodily injury or impaired health have resulted from an external cause.
3. Unless otherwise agreed, PZU's liability excludes the consequences of insured accidents that occur in connection with the movement of the vehicle or during the use of the vehicle for the purposes specified in § 9 section 1 item 3.
4. The liability of PZU SA does not include compensation for pain, physical and moral suffering suffered, and damage consisting in loss, damage or destruction of property.
5. Under NNW, the provisions of § 12 section 4 shall apply.

EXCLUSIONS OF LIABILITY

§ 38

1. The liability of PZU excludes the consequences of insured accidents, provided that they have occurred:
 - 1) in relation to a driver if they were driving a vehicle:
 - a) in a state of intoxication or alcoholism, or of intoxicants, substances or preparations psychotropic drugs, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this had no influence on the occurrence of the insurance accident,
 - b) if they had no driving license, unless it had no influence on the occurrence of the insured accident,
 - c) unregistered vehicle or a vehicle without a valid registration certificate or a valid technical inspection certificate, if the vehicle is required to be registered and undergo periodic technical inspection, and if the vehicle's technical condition contributed to the occurrence of the insured accident;
 - 2) in relation to a passenger:
 - a) under the influence of alcohol or intoxication, or under the influence of narcotic drugs, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not affect the occurrence of the insured accident,
 - b) who consciously entered the vehicle driven by a person under the influence of alcohol or intoxication, or under the influence of narcotic drugs, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not affect the occurrence of the insured accident,
 - 3) in relation to a driver or a passenger:
 - a) in a result of the wilful misconduct or gross negligence of the insured or a beneficiary, unless, in the case of gross negligence, it is fair and just to grant benefits under the specific circumstances,
 - b) due to the intoxication caused by the consumption of alcohol or drugs, psychotropic substances, substitutes or new psychoactive substances within the meaning of the provisions on counteracting drug addiction,

SUM INSURED

§ 39

The insured sum is set by PZU in consultation with the policyholder and is a multiple of PLN 1,000, with a minimum coverage of PLN 5,000 and a maximum of PLN 100,000 per insured item.

INSURANCE PREMIUM

§ 40

In NNW, the insurance premium depends on:

- 1) sum insured;
- 2) the category, brand and model of the vehicle, the kind of theft protection installed in the vehicle, the parking location of the vehicle during night-time and other vehicular technical and operational specifics;
- 3) the location of residence or business, the age of the vehicle's owner or operator;
- 4) period of insurance;
- 5) the manner of vehicle utilisation, the type of vehicle possession (ownership, lease, ownership transfer, rental or vehicle leasing under a contract with a car fleet management company (CFM) or a leasing company), the quantity of owned vehicles;
- 6) whether the insured or the vehicle user is an individual and whether they operate a business or own a farm, or

- are a legal entity, or an organisational entity that is not a legal entity;
- 7) entering into additional insurance agreements with PZU;
- 8) reinstatement of the NNW agreement for a specific vehicle;
- 9) the course of AC or OC insurance;
- 10) the manner of payment of the insurance premium;
- 11) individual risk assessment.

10. The costs mentioned in § 37, section 1, items 5–8 shall be reimbursed, under the condition that the necessity to incur these costs arose no later than 24 months after the date of the insurance accident, whereas in the case of the reimbursement of rehabilitation costs referred to in § 37, section 1, item 7 is permitted, provided that the necessity to incur such costs arose no later than 6 months after the date of the insurance accident.

11. The insured is required to undergo further medical examinations or assessments by physicians appointed by PZU, at PZU's request and expense, to verify the validity of the claims made. In addition to the benefits provided under NNW insurance, PZU shall reimburse the insured for the necessary, documented expenses incurred for travel to attend the examinations mentioned in the preceding sentence whereas the costs related to travel by means other than public transport will only be reimbursed after PZU has approved the validity of the selected mode of transport.

12. In cases where the insured was covered by personal accident insurance under multiple agreements concluded with PZU, the benefits from each agreement shall apply, however, the reimbursement of costs specified in § 37 section 1, items 5–8 shall be limited to the amount of the costs factually incurred, however within the limits defined in the concluded insurance agreements.

13. In cases where PZU issues a benefit for permanent disability and the insured dies in result of the insured accident within 24 months from after the accident occurred, PZU shall pay the beneficiary a compensation due to accidental death in the amount of the difference between the compensation due to accidental death specified in the NNW agreement and the amount already paid due to permanent disability.

14. In cases where the death of the Insured occurred not due to the insured accident, and when it had occurred before they had received the compensation for permanent disability, PZU shall pay the benefit for permanent disability to the heirs of the Insured. In cases where the permanent disability has not been determined prior to the death of the insured, the assumed degree of permanent disability – to be determined based on the provided medical documentation.

DETERMINATION OF THE AMOUNT AND PAYMENT OF BENEFITS

§ 41

1. The exact types and amounts of benefits to be paid will be determined once a clear causal connection between the insurance event and the resulting covered consequence has been established.
2. The determination of the causal relationship mentioned in section 1 and the consequences of the event covered by insurance shall be based on the documentation provided, the specified information outlined in § 82, and the findings made during medical examinations.
3. The benefit for permanent injury or death shall be payable in the event of a permanent injury or death occurring within 24 months of the insurance accident.
4. The degree of permanent health impairment is determined based on the „Table of standards for the assessment of percentage of permanent health impairment,“ approved by a resolution of the PZU management board and effective on the date of the NNW agreement, accessible at PZU organizational units and on the PZU website.
5. The degree (percentage) of permanent health impairment should be determined immediately after the treatment is fully completed, considering any rehabilitation prescribed by a medical doctor; in cases of longer treatment periods – at the latest in 24th month following the insurance accident. Please note that any subsequent change in the degree of permanent impairment (improvement or worsening), does not give the right to a change in the benefit.
6. The specific nature of the work or activity performed by the insured does not influence the determination of the degree of permanent impairment.
7. In the case of multiple bodily injuries resulting from an insurance accident – the amount of the benefit for permanent health impairment is calculated as the sum of the benefits owed for each injury, up to the insurance sum limit specified in the NNW agreement.
8. In the case of loss or damage to an organ or system that was already impaired before the insurance accident due to illness or a personal accident, the degree (percentage) of permanent health impairment will be determined as the difference between the degree (percentage) of permanent health impairment determined for the affected organ or system after the insurance accident and the degree (percentage) of impairment that existed immediately before the insurance accident.
9. If the number of passengers transported in a vehicle exceeds the number of seats indicated on the vehicle's registration certificate, the amount of benefits shall be calculated by dividing the total insurance sum by the number of passengers permitted to travel in accordance with the certificate.

CHAPTER VII

PZU AUTO ASYSTENT ZDROWOTNY INSURANCE

SCOPE OF INSURANCE

§ 42

1. The scope of PAZ covers the organization and payment by PZU for the medical services specified in § 43, related to the insured accident and provided to the insured under the conditions specified in § 45.
2. Health services apply in cases where the insured accident and its consequences in the form of bodily injury or health impairment occurred during the period of insurance.

TYPES AND LIMITS OF HEALTH SERVICES

§ 43

The PAZ agreement grants the right to receive the health services listed below:

Health benefits	Limit per insured accident per insured person
Medical Helpline:	
a) scheduling appointments for the provision of health services; b) Receiving information on appointment times, work schedules of the medical centres, as well as the territorial coverage of home visits.	unlimited
Medical consultations Medical consultations without a doctor's referral, provided by medical specialists indicated by the Service Provider during the working hours of medical facilities and in accordance with the current working schedule of the facilities. Specialist consultations include: interview, consultation with a specialised medical doctor, along with the basic measures required to make a diagnosis, make the correct therapeutic decision and to monitor treatment. Specialist consultations do not include consultations with specialists who hold the academic title of habilitated doctor, doctor of medical science, or a professor.	
Access to a general practitioner General practitioner, internal medicine doctor, family doctor, paediatrician	2 consultations
Access to a specialist medical doctor audiologist, general surgeon, vascular surgeon, dermatologist, diabetologist, endocrinologist, gastroenterologist, gynaecologist, haematologist, hepatologist, cardiologist, rehabilitation physician, nephrologist, neurosurgeon, neurologist, ophthalmologist, orthopaedist, otolaryngologist, proctologist, psychiatrist, pulmonologist, rehabilitation specialist, rheumatologist, urologist,	2 consultations
Psychological therapy in cases where the medical doctor hired by the health care provider issues a referral.	5 consultations
Outpatient examinations and treatments Performed in accordance with the medical indications on the basis of a referral from the Service Provider's medical doctor at facilities indicated by the Service Provider via the medical helpline.	PLN 700
Outpatient procedures Treatments performed as part of a medical consultations by a medical doctor or by a nurse subject to the existence of a medical indication and the possibility of performing them on an outpatient basis in a given medical clinic without detriment to the insured. The treatments do not include the cost of the medications and materials required to carry out the treatments. <ol style="list-style-type: none"> 1. Nursing treatments: measuring blood pressure, measuring height and weight, injections: intramuscular, intravenous, subcutaneous, connecting drip infusion, drawing blood. 2. General medical treatment: insertion of catheters, collecting materials for microbiological tests, treatment of minor injuries (wounds, sprains), administration of tetanus anatoxin. 3. Surgical procedures: incision of an abscess, suturing a wound, removing sutures. 4. Ophthalmic treatments: ocular fundus examination, visual acuity test, visual field test, interocular pressure measurement, removal of foreign body from the eye. 5. Orthopaedic procedures: dressing minor wounds, puncturing joints. 6. Otolaryngological procedures: removing a foreign body from the ear, nose, throat, conservative treatment for nosebleeds, applying dressing and providing medication. 7. Urological procedures: catheterisation. Laboratory diagnostics <ol style="list-style-type: none"> 1. Haematological and coagulation tests: Activated Partial Thromboplastin Time (APTT), Prothrombin Time (PT), Thrombin Time, D - Dimers, Absolute Eosinophilia, Fibrinogen (FIBR), complete granulocyte count, complete blood count, haematocrit test, Erythrocyte Sedimentation Rate (ESR), Leukocytes, Platelets, Reticulocytes. 2. Biochemical tests: albumin, total protein count, C-Reactive Protein (CRP), Chloride (Cl), Alkaline Phosphatase (AP), Glucose, Phosphocreatine Kinase, CK-MB isoenzyme, creatinine, urea, Potassium (K), proteinogram, seromucous, sodium (Na). 	

Health benefits	Limit per insured accident per insured person
<p>3. Virological tests: antibodies against Borrelia IgG, antibodies against Borrelia IgM.</p> <p>4. Bacteriological studies: wound culture, urinary culture and antibiogram test, nasopharyngeal culture, eye swab culture, ear swab culture.</p> <p>5. Urine studies: complete urinalysis (profile), protein in urine test, glucose in urine test, creatinine in urine test, ketones urine test.</p> <p>Radiological examination (X-ray): skull, head frontal region, mandible, maxilla, paranasal sinuses, nose, orbital x-ray, mandibular conjunctiva, zygomatic arch, larynx, nasopharynx, thyroid, chest, spine (along the entire length or cervical, thoracic, lumbosacral regions), shoulder, scapula, sternum, ribs, joints, arm, elbow, forearm, wrist, hand, finger, upper limb, lower limb, pelvis, hip, thigh, knee, shin, ankle, foot, abdominal x-ray review.</p> <p>Ultrasound examinations (USG): gynaecology transvaginal – transvaginal, small pelvis, breasts, abdominal x-ray review (pancreas, liver, biliary tract, stomach, duodenum), urinary tract (kidney, ureters, bladder), thyroid, muscles, hip joints, knee joints, elbow joints, ankle joints, shoulder joints, small joints and ligaments, tendons, lymph nodes, larynx, wrist, finger, soft tissues, testicular, echocardiogram (ECHO), Doppler sonography of the abdominal vessels, Doppler pharyngeal arteries, Doppler jugular veins, Doppler limb arteries, limb veins, Doppler renal arteries.</p> <p>CT and NMR imaging diagnostics Performed in accordance with the medical indications on the basis of a referral from the Service Provider's medical doctor at facilities indicated by the Service Provider via the medical helpline. It does not include the cost of contrasting agent.</p> <p>Endoscopic diagnostics involving the gathering of material and a histopathological assessment – in cases that are medically warranted. The cost of general anaesthesia, medical indications, and recordings are not included. Gastroscopy – injury examination, sigmoidoscopy, rectoscopy, colonoscopy</p> <p>Functional tests ECG at rest, Spirometry, EEG – encephalography while awake (excluding EEG during sleep, EEG, EMG – electromyography, tonal audiometry, impedance audiometry (tympanogram).</p>	
<p>Outpatient rehabilitation The range and type of treatments are provided on the basis of a referral from a healthcare provider at the facilities indicated by the health care provider through the helpline.</p>	30 treatments
<p>1. Kinesitherapy procedures: passive exercises, active exercises in alleviation, unrestrained active exercises, resistant active exercises, full-body exercises, isometric exercises, mobilisations and manipulations, neuromobilisations, medicinal massage, traction, taping.</p> <p>2. Physical therapy treatments: electrostimulation, galvanisation, iontophoresis, diadynamic currents, interference currents, TENS currents, Trabert currents, magnetotherapy, local ultrasound, spot laser therapy, Sollux, partial cryotherapy.</p>	
<p>Home visit by a nurse due to a justified requirement for nursing procedures at the insured person's place of residence. Referral for nursing interventions is made by the health care provider's medical doctor.</p>	2 visits
<p>Medical transport to a medical centre in cases which do not necessitate the involvement of an ambulance but require medical transportation, implemented when prescribed by the health care provider's medical professional.</p>	PLN 500

ESTABLISHING THE RIGHT TO HEALTH BENEFITS AND THE IMPLEMENTATION OF HEALTH SERVICES

§ 44

1. The right to health care benefits is determined once an appropriate cause-and-effect relationship is confirmed between the insured accident and its consequences.
2. The determination of a suitable causal connection as stated in paragraph 1 is based on the documents or details outlined in § 83 or the findings of a medical examination.
3. PZU shall inform about the insured person's entitlement to health benefits no later than 30 days after receiving the insurance accident notification.
4. The insured individual is permitted to utilise health services for a year from the date the entitlement is granted, as mentioned in section 3.
5. If it is unfeasible to sort out the conditions required to ascertain the entitlement to health benefits within the period specified in clause 3, PZU delivers a decision within 14 days from the day when these conditions could have been clarified with proper care.
6. If the health benefit is not applicable, PZU will promptly notify the person making the claim and the insured, if they are not the one making the claim, pointing out the circumstances and legal basis for refusing the benefit including providing information on the possibility of asserting claims before a court.
7. PZU provides the insured with access to health services after making a prior arrangement through the Medical Helpline, in the medical facility specified by the service provider, in accordance with clause 8.
8. The insured party has the right to determine their own preferences concerning the designation of the medical facility location, the medical consultation schedule, or the medical doctor.
9. When delivering health services, the longest waiting time for a medical consultation is a maximum of:
 - 1) 2 working days – in the case of consultations with primary care physicians;
 - 2) 5 working days – in the case of consultations of doctors of other specialities.
10. Should the insured's preferences mentioned in section 8 be implemented, the time limits stated in section 9 do not apply. In such instances, the schedule for the specific medical consultations is determined considering the particular doctor's availability.
11. If the Insured, due to circumstances solely on PZU's part, failed to inform PZU or did not engage with the Medical Hotline, and independently arranged and covered the costs of the medical service, PZU shall be obligated to refund the policyholder the expenses borne by them up to the maximum limit equivalent to the average cost of delivering such medical service in the region where the service was rendered. The basis for the consideration of the notified claim is subject to the insured submitting named bills and proof of payment.
12. The expenses mentioned in section 11 are subject to reimbursement to the individual who has borne them.

EXCLUSIONS OF LIABILITY

§ 45

1. PZU's liability does not cover the outcomes of insurance accidents:
 - 1) referred to in § 38 section 1;
 - 2) which transpired related to the operation of the vehicle for intents mentioned in § 9 section 1 item 3;

- 3) which occurred during racing or competition rallies or during training for such races.
2. The provisions of § 12 section 4 and § 38 sections 2 and 4 apply to PAZ.
3. The PZU shall not reimburse expenses incurred for travel for the purpose of medical examinations or consultations referred to in § 43.

INSURANCE PREMIUM

§ 46

In PAZ, the insurance premium amount is determined by the vehicle type, duration of the insurance coverage, and the payment method for the insurance premium.

CHAPTER VIII

PZU AUTO NNW MAX INSURANCE:

SCOPE OF INSURANCE

§ 47

1. The coverage under NNW Max covers the outcomes of insurable incidents resulting in the insured's permanent and total disability or death subject to § 49.
2. The coverage under NNW Max encompasses the outcomes of insured incidents as stipulated in clause 1, provided that the insured incident took place within the term of the insurance.

BENEFIT AMOUNT

§ 48

The benefit is 100% of the sum insured as specified in the NNW Max agreement.

EXCLUSIONS OF LIABILITY

§ 49

1. PZU's liability does not cover the outcomes of insured incidents if these incidents occurred in relation to:
 - 1) to the driver when they are driving the vehicle, in the circumstances set out in § 38 section 1 item 1;
 - 2) to the passenger in the circumstances specified in § 38 section 1 item 2;
 - 3) to the driver or the passenger in the circumstances specified in § 38 section 1 item 3 letters a-f and h and while driving a vehicle used for driving instruction.
2. In case of NNW Max, the terms of § 12 section 4 and § 38 sections 2 and 4 shall apply.

SUM INSURED

§ 50

The insured sum is set by the policyholder and is a multiple of PLN 50,000, with a minimum coverage of PLN 100,000 and a maximum of PLN 500,000 per insured item.

INSURANCE PREMIUM

§ 51

Under NNW Max, the insurance premium depends on the insured amount, the insurance term, renewal of NNW Max within PZU, simultaneous finalisation of a third-party liability (OC) and comprehensive coverage (AC) contract within PZU

concerning a vehicle, the proprietor of which is concomitantly insured in NNW Max, establishment of multiple NNW Max agreements verified with the same insurance documentation, individual risk evaluation and the mode of payment of the insurance premium.

DETERMINATION OF THE AMOUNT AND PAYMENT OF BENEFITS

§ 52

1. The right to the benefit is determined once an appropriate cause-and-effect relationship is confirmed between the insured accident and the outcome of the insured accident covered by insurance.
2. The determination of the causal relationship mentioned in section 1 and the consequences of the event covered by insurance shall be based on the documentation provided, the specified information outlined in § 82 sections 2 and 3 and the findings made during medical examinations.
3. The benefit is paid once in the amount of the sum insured as specified in the NNW Max agreement.
4. The benefit due to permanent and complete incapacity to work or death of the insured shall be payable in the event of a permanent injury or death occurring within 24 months of the insurance accident.
5. If PZU disburses a benefit for permanent and complete disability, and subsequently the insured dies in result of the same insured event, the death benefit does not apply.
6. In cases where the death of the Insured occurred not due to the insured accident, and when it had occurred before they had received the compensation for permanent incapacity to work, PZU shall pay the benefit for permanent and complete incapacity to work to the heirs of the Insured. If the occurrence of a permanent and total disability in the policyholder has not been confirmed prior to their passing, the legitimacy of the claim shall be assessed based on the provided medical records.
7. The insured is required to undergo further medical examinations or assessments by physicians appointed by PZU, at PZU's request and expense, to verify the validity of the claims made. Regardless of the benefits provided under NNW Max insurance, PZU shall reimburse the insured for the necessary, documented expenses incurred for travel to attend the examinations mentioned in the preceding sentence whereas the costs related to travel by means other than public transport will only be reimbursed after PZU has approved the validity of the selected mode of transport.

CHAPTER IX

PZU AUTO ZIELONA KARTA INSURANCE

SCOPE OF INSURANCE

§ 53

1. The coverage of the ZK insurance encompasses liabilities relating to damages caused to third parties by the holder or driver associated with the operation of a motor vehicle within the territories of the countries specified in the ZK agreement.
2. The damages are calculated based on the coverage required by the legislation of the country where the insurance incident took place, subject to § 54 section 2.
3. In the event that the injured and the holder or driver are citizens of Poland, they reside within the Republic of Poland,

and the claim has been lodged in the Republic of Poland, PZU bears the responsibility based on the stipulations of the Polish legislation, under the condition that the laws applicable in the country where the insured incident took place allow for this jurisdiction.

SUM INSURED

§ 54

1. The sum insured is set at the level equal to the sum insured accepted in the general liability insurance agreement for the same vehicle.
2. If the statutory guarantee sum limit in the country where the insured event took place is lower than the guarantee sum limit set in the ZK agreement, PZU shall be liable up to the limit specified in the ZK agreement.

INSURANCE PREMIUM

§ 55

The insurance premium for the ZK agreement is included in the insurance premium for the general liability agreement relating to the same vehicle.

CHAPTER X

PZU AUTO OCHRONA PRAWNA INSURANCE

SCOPE OF INSURANCE

§ 56

1. The scope of PAOP covers the cost of legal protection pertaining to insurance incidents that transpired within the insurance period, as per the selected insurance variant.
2. The PAOP insurance agreement may be concluded in one of the following variants:
 - 1) PZU Auto Ochrona Prawna Komfort (PAOP Komfort);
 - 2) PZU Auto Ochrona Prawna Super (PAOP Super).

PZU AUTO OCHRONA PRAWNA KOMFORT

§ 57

Subject to § 58 and § 61, the PAOP Komfort coverage covers expenses associated with any phase of proceedings borne in relation to:

- 1) the pursuit by the insured of their own claims arising from tortious acts associated with the ownership, operation or movement of the vehicle or another vehicle, or riding as a passenger in the vehicle of the insured or another vehicle;
- 2) as a safeguard for claims against individuals who inflict damage on the insured vehicle, or the property transported within that vehicle;
- 3) the safeguarding of the insured's legal rights against demands from individuals whom the insured or the vehicle operator has inflicted property or personal injury to, associated with the operation of the vehicle;
- 4) the representation of the insured individual in cases of criminal transgressions against safety or traffic regulations, committed while in possession of, or when moving or using, a vehicle or any other kind of vehicle;
- 5) protecting the insured's legal interests regarding agreements concerning the vehicle.

§ 58

1. In cases specified in § 57 section 1, 4 or 5, the following legal expenses are covered by PAOP Komfort, subject to § 62 section 1 item 1:
 - 1) remuneration of a single attorney or legal counsel designated by the insured, with these costs covered following the guidelines stated in § 64 section 2;
 - 2) legal opinions issued in writing;
 - 3) civil and criminal cases;
 - 4) adjudicated by a binding court ruling from the insured for the benefit of the counterparty, inclusive of the costs imposed by the court for the involvement of the private prosecutor in the criminal procedure;
 - 5) execution proceedings in civil matters, for which the policyholder is obligated to pay, within the scope of a maximum of three selected execution items, initiated under a single enforcement title against the same entity;
 - 6) proceedings before an arbitration court;
 - 7) extrajudicial mediation carried out upon PZU's approval, or the expenditures of mediation carried out during the legal proceedings (court-ordered mediation) due to a court's referral, a mediation contract or a mutual application of the parties;
 - 8) the provision of legal information specifically covering the following costs:
 - a) issuing templates of agreements and templates of letters under the general legal circulation,
 - b) issuing documents of the existing or archived legal acts,
 - c) obtaining information regarding the applicable legal court procedures and expenses involved in managing the litigation and processes mentioned in items 5 to 7;the scope of insurance coverage includes providing a maximum of 10 legal advisories during the insurance period, regardless of whether a single legal advisory encompasses all or just some of the services specified in items a-c.
2. In the cases referred to in § 57 items 2 and 3, the scope of PAOP Komfort covers:
 - 1) telephone support (available 24/7) in case of motor-related property or personal injury, or damage inflicted by a third party to the vehicle or goods in transit within the vehicle, consisting in providing:
 - a) guidance and directions to the policyholder or the motorist on how to preserve evidence for the occurred loss,
 - b) assistance in determining liability for the incident, based on the information provided by the policyholder or the driver, or by third parties at the location of the event,
 - c) detailed information on the applicable legal regulations regarding the possibility of imposing a fine or otherwise penalising a driver for the movement of a vehicle on the territory of the country where the accident occurred,
 - d) over-the-phone assistance in conversations carried out at the scene:
 - with the emergency services and the police,
 - with eyewitnesses to the incident,
 - with other participants of the incident;
 - 2) the costs of remuneration of a single attorney or a legal counsel designated by the insured, where these costs are covered following the guidelines stated in § 64 section 2.

PZU AUTO OCHRONA PRAWNA SUPER

§ 59

Subject to § 60 and § 61, PAOP Super coverage covers expenses associated with any phase of proceedings borne in relation to:

- 1) the assertion by the insured of their own tort claims relating to the ownership, use or movement of a vehicle or another vehicle, or the insured's riding in the vehicle or in another vehicle as a passenger;
- 2) as a safeguard for claims against individuals who inflict damage on the insured vehicle, or the property transported within that vehicle;
- 3) the safeguarding of the insured's legal rights against demands from individuals whom the insured or the vehicle operator has inflicted property or personal injury to, associated with the operation of the vehicle;
- 4) the representation of the insured individual in cases of criminal transgressions against safety or traffic regulations, committed while in possession of, or when moving or using, a vehicle or any other kind of vehicle;
- 5) protecting the insured's legal interests regarding the agreements concerning the vehicle;
- 6) the proceedings related to the suspension of the insured's driving licence due to the ownership, operation, or use of a vehicle, including the potential impounding of the vehicle's registration certificate.

§ 60

1. Subject to § 62 section 1 item 2, the scope of PAOP Super covers:
 - 1) in cases specified in § 59 items 1, 4-6, the costs specified in § 58 section 1;
 - 2) in cases specified in § 59 items 2 and 3, the costs specified in § 58 section 2.
2. In the context of the PAOP Super, PZU also obliges to bear the expenses of security interests in property, in the form of a monetary amount, as stipulated in the criminal law to prevent the temporary detention of the insured, subject to section 3.
3. The insured shall return the aforementioned amount to PZU within a period of 12 months from the date of assuming the costs of such security, unless the obligation to refund the security amount occurs sooner in accordance with the stipulations of section 4 or section 5.
4. In the event of a waiver of the asset guarantee or refunding the insured with the amount of the security, the policyholder shall reimburse PZU for the guarantee amount to the extent that this amount has been paid by PZU within 7 days from the date of its reimbursement to the policyholder.
5. In the case of a definitive ruling regarding the forfeiture of the financial security amount or a portion of it, or its application towards the awarded penalty, the policyholder is required to repay PZU for the financial security expenses within 7 days after the judgement becomes final.

EXCLUSIONS OF LIABILITY

§ 61

1. PZU SA shall not be liable for the costs of legal protection:
 - 1) relating to insurance incidents that occur whilst the insured or vehicle user is operating a vehicle or another vehicle without the proper authorisation to do so, unless it had no influence on the occurrence of the insured accident;
 - 2) pertaining to insurance incidents resulting from the policyholder operating a vehicle or any other mechanically

- defunct vehicle, lacking current technical examinations, or not approved for traffic;
- 3) in legal proceedings related to the accusations of violating parking bans, stopping bans, parking regulations or speed limits;
 - 4) pertaining to insurance accidents wilfully instigated by the insured or linked to the perpetration of a deliberate criminal act or misdemeanour by the insured;
 - 5) regarding insured accidents caused by the insured while intoxicated with alcohol or drugs, psychotropic substances, substitutes or new psychoactive substances within the meaning of the provisions on counteracting drug addiction;
 - 6) pertaining to insurance incidents which lead to a dispute between the insured and the policyholder;
 - 7) related to insured events resulting in a dispute between the insured and the policyholder or between the insured and PZU SA, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA or PZU Centrum Operacji SA;
 - 8) covered under an insurance agreement concluded by the insured with another insurance company;
 - 9) incurred in proceedings initiated against the insured by individuals strongly associated with the insured;
 - 10) in proceedings related to the violations of tax, customs or fiscal law, as well as cases related to other public and legal fees;
 - 11) within the scope of mining or geology law, inclusive of issues pertaining to property damage resulting from the operations of a mining facility;
 - 12) in proceedings before the Constitutional Tribunal and international tribunals;
 - 13) for losses incurred in cash, gift vouchers, cash equivalents, works of art, jewellery, items made from precious metals or stones, securities, documents or collectible or archival collections, or antique or unique items;
 - 14) relating to the deliberate withholding by the insured person of information or documents which could affect the provision of legal assistance;
 - 15) related to pursuing claims for inadequate service delivery by entities operating under the mandate of PZU;
 - 16) in cases where the defence of the insured's interests violates good ethics;
 - 17) caused by war operations, regardless of whether a war has been officially declared, or arising during the use of the vehicle in connection with legally required services for the armed forces or other entities, and also resulting from the insured party's or authorised person's participation in strikes, disturbances, unrest, protest actions, blockades, acts of terrorism or sabotage;
 - 18) caused by seismic activity, the impact of nuclear armament;
 - 19) arising during or in result of the vehicle's participation in races, rallies, training for such rides, competitions or speed trials.
2. The exclusions of liability specified in section 1 shall not apply to the telephone assistance mentioned in § 58 section 2 item 1.
 3. Under PAOP, the provisions of § 12 section 4 shall apply.

SUM INSURED AND LIMITS OF LIABILITY

§ 62

1. The sum insured, depending on the selected option amounts to:
 - 1) PLN 2,000 for PAOP Komfort,

- 2) PLN 50,000 for PAOP Super.
2. The sum insured is the upper limit of PZU's liability and is determined for all insurance accidents occurring during the period of insurance and for all insured persons jointly.
3. Every instance of coverage or cost deviation leads to an occlusion of the insured sum and liability limit by the disbursed amount, excluding services specified in § 58 section 2 item 1.

INSURANCE PREMIUM

§ 63

Under PAOP, the insurance premium amount depends on factors such as: the selected insurance scheme, the duration of the insurance cover, vehicle model, usage of the vehicle, the form of vehicle possession (ownership, lease, transfer of ownership, hire or lease arranged through a Car Fleet Management (CFM) or leasing firm), initiation of other insurance contracts with PZU, the position of the vehicle's steering wheel, individual risk analysis, and the method of insurance premium payment.

DETERMINATION OF THE AMOUNT AND PAYMENT OF BENEFITS

§ 64

1. The basis for the payment of the benefit shall be the proof that verifies the insured has either incurred expenses or is obligated to settle them, consisting of in:
 - 1) bills or VAT invoices issued by an attorney or legal advisor in the name of the insured and proof of their settlement;
 - 2) requests for payment;
 - 3) final court rulings;
 - 4) other documents proving the reasonableness, and the amount of the costs incurred or to be incurred.
2. The costs of the remuneration of an attorney or legal advisor specified in § 58 section 1 item 1 and section 2 item 2 shall be paid under the rules specified below:
 - 1) in a sum not exceedingly double the minimum tariff defined by the applicable law of the country where the service is rendered regarding the fees of an attorney, assuming that such laws exist in that specific country; this restriction does not apply in cases where such laws exist;
 - 2) the rules outlined in section 1 pertain to the compensation of an attorney and legal counsel for their services provided at each stage of protecting the insured party's legal interests, with a lump-sum compensation, determined by these rules, due for the complete service period (pre-trial and trial stage).
3. If the cost do not arise from the applicable laws, the expenses shall be covered at the amount periodically agreed with PZU in writing.
4. If a conclusive verdict exonerating the Insured from the indictment of purposely perpetrating a felony or an infraction has been passed in felony or infraction trials, PZU shall compensate the costs that the Insured would have to incur in accordance with the regulations expressed in the GTC. This rule also applies to other processes in cases where the refusal of insurance protection was provoked by a deliberate violation of law by the policyholder.
5. In cases mentioned in § 65 subsection 2, the expenses associated with an insurance incident in the Republic of Poland, which are to be borne by PZU, are settled without any physical monetary transactions.

PARTICIPATION OF A LAWYER OR A LEGAL ADVISOR

§ 65

1. The insured shall have the right to freely select an attorney within the scope of the defence and representation of their interests.
2. PZU may also, without any commitment, suggest a solicitor or legal adviser to the insured. Such a suggestion does not imply PZU's assumption of responsibility for the costs of legal protection.
3. The Insured shall be obliged, in the agreement for the provision of legal assistance concluded with an attorney or a legal adviser, to oblige such attorney or legal adviser to continuously inform PZU on the status of the case.
4. The attorney and legal counsel are solely accountable towards the policyholder, and PZU waives any responsibility for the conduct of the attorney or the legal counsel.

CHAPTER XI

COMMON PROVISIONS

CONCLUSION OF THE INSURANCE AGREEMENT

§ 66

1. The insurance agreement may be concluded in the simultaneous presence of both parties to the agreement or by means of distance communication (agreement concluded over the internet, agreement concluded over the infoline or agreement in the simplified system).
2. In an insurance agreement concluded for the account of a third party:
 - 1) PZU is responsible for providing the policyholder with as many copies of the GTC as needed to distribute to all insured parties under this insurance agreement;
 - 2) the Policyholder is obliged to deliver the GTC to the Insured in writing or, upon the Insured's consent, in another permanent carrier; in the case of an insurance agreement in which the period of coverage commences later than on the day of insurance agreement conclusion, the GTC should be delivered to the Insured before the Insured is covered; the delivery of the GTC in a permanent carrier requires a prior consent of the Insured; at the request of PZU SA the Policyholder is obliged to provide evidence of performance of that obligation.
3. Conclusion of the agreement:
 - 1) in the simplified system occurs upon payment of the insurance premium or its first instalment, within the time limit for its payment as referred to in § 75 section 4;
 - 2) by the helpline shall take place as soon as both parties have declared the conclusion of the agreement;
 - 3) via the Internet, which specifies the deadline for payment of the insurance premium or the first instalment thereof:
 - a) occurring prior to the day when the insurance period outlined in this agreement commences, will be effective upon the payment of the insurance premium or its initial instalment,
 - b) commencing on or subsequent to the day the insurance term specified in this agreement initiates, it becomes valid upon the mutual declaration of the parties to the agreement.
4. PZU confirms the conclusion of the insurance agreement with the insurance document and, in the case of a ZK agreement, also with the International Motor Insurance Card.

5. The insurance agreement is concluded based on the information provided by the insured party. PZU may make the conclusion of the insurance agreement conditional on the documentation of such data.
6. The Policyholder is obliged to inform PZU of all circumstances known to them and which PZU inquired about in the offer form or prior to the conclusion of the insurance agreement in other letters. In cases where the Policyholder concludes the insurance agreement through an agent, the obligation shall also apply to the agent and shall include circumstances known to him or her. In the event that PZU SA concludes the insurance agreement despite the lack of answers to particular questions, the omitted circumstances are deemed insignificant.
7. During the term of the insurance agreement, the policyholder is obliged to notify PZU of a change in the circumstances specified in section 6 immediately upon receipt of the information on them.
8. Where an insurance agreement is concluded for the account of another person, the obligations set out in points 6 and 7 shall apply to both the Policyholder and the insured, unless the insured was unaware that an insurance agreement had been concluded for his or her account.
9. PZU SA shall not be liable for the effects of circumstances that were not communicated to it in violation of sections 6–8. In the event that a breach of sections 6–8 has been committed as a result of wilful misconduct, it shall be assumed in case of doubt that the insured accident provided for in the insurance agreement and its consequences are the result of the circumstances referred to in the preceding sentence.
10. Sections 5 to 9 shall not apply to the simplified system agreement.
11. The conclusion of a Third Party Liability or AC agreement relating to the vehicle referred to in § 5 item 2 shall mean the simultaneous conclusion of a PWD agreement in the Komfort variant.
12. The prerequisite for entering into a ZK policy is the existence of a third-party liability policy for the identical vehicle.

PERIOD OF INSURANCE

§ 67

1. The insurance agreement shall be concluded for a period of 12 months or for a shorter period, subject to paragraphs 2 to 4.
2. OPONY agreement, PWD agreement in Super, Komfort Truck or Super Truck variant, a PAS agreement or a PAOP agreement shall only be concluded for a period shorter than 12 months if this agreement is confirmed by an insurance document that also includes a third-party liability or AC agreement concluded for a period of 12 months.
3. PAZ Agreement shall only be concluded for a period of less than 12 months if the agreement is evidenced by an insurance document that also includes an NNW agreement.
4. The period of insurance in the ZK agreement must not be lower than 15 days.

THE COMMENCEMENT AND CESSATION OF THE LIABILITY OF PZU

§ 68

1. In the case of an insurance agreement concluded with the presence of both parties to the agreement and an agreement

concluded over the infoline, unless agreed otherwise, PZU's liability shall run on the day following the day of concluding the insurance agreement, however not earlier than beginning on the next day after paying the insurance premium or its first instalment subject to sections 2-3 and 5-6.

2. If the insurance agreement defines the time limit of payment of insurance premium or its first instalment at the date where the period of insurance begins as defined in the agreement, or at the day falling after that day, PZU's liability begins on the day defined in the insurance agreement as the beginning of the period of insurance subject to section 5.
3. In the event the insurance agreement defines the time limit for payment of the insurance premium or its first instalment prior the day on the commencement of the insurance coverage as defined in the agreement, and the insurance premium or its first instalment had not been paid at the latest at the day preceding the initial day of the period of insurance, the PZU liability shall run no earlier than the day following the day of paying the insurance premium or its first instalment subject to section 5. If the insurance premium or the first instalment thereof is not paid by the thirtieth day after the beginning of the period of insurance, the insurance agreement is terminated on that day.
4. In a simplified agreement or in an agreement concluded over the internet, PZU liability shall commence on the day defined in the insurance agreement as the beginning of the period of insurance subject to section 5.
5. In the event that the Policyholder and PZU determine a date for the identification or inspection of the vehicle, which occurs after the insurance agreement has been entered into, PZU's liability commences no earlier than the day following this identification or inspection and under the condition of no significant inconsistencies being identified in the vehicle or during its inspection as recorded in the procedure's documentation in the vehicle's status or particulars reported by the insured in the application, or it is not confirmed that the vehicle's owner or user is an individual distinct from the one indicated by the insured in the application. If the policyholder fails to carry out the identification or visual assessment of the vehicle within the stipulated time limit or any other period mutually agreed upon by PZU and the policyholder, the insurance agreement shall be terminated on the date on which the identification or visual inspection was supposed to be carried out.
6. In the case of a ZK agreement, unless otherwise agreed, PZU's liability shall commence from the day following the conclusion of the ZK agreement and no earlier than from the time of crossing the border of one of the countries covered by the ZK agreement.

§ 69

1. Subject to section 2, the insurance cover shall expire:

- 1) in AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – upon the expiry of the period of insurance specified in the insurance agreement;
- 2) in AC – from the day of disbursing indemnity for a claim involving global destruction or loss of the vehicle;
- 3) in AC, PAS and PAOP – on the date when the insured sum, stipulated in the insurance agreement is depleted due to the disbursement of compensation or compensations, whereas concerning AC solely if it has been decided in the AC agreement that the insured sum is to be reduced by every compensation paid;
- 4) in NNW Max – from the date of payment of all benefits under NNW Max;

- 5) under AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – on the day of delivery to the Policyholder of a statement of PZU SA on termination of the insurance agreement with immediate effect if PZU SA is liable even before the insurance premium or its first instalment has been paid, and the insurance premium or its first instalment has not been paid on time;
 - 6) under AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – the insurance cover shall cease on the lapse of 7 days from the day of receipt by the Policyholder of a request for payment of the next premium instalment sent after the due date for payment with a warning that failure to pay within 7 days of receipt of the request will result in termination of the liability;
 - 7) in AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – from the date of delivery of the statement to the other party of termination of the insurance agreement with immediate effect in the case referred to in § 71 section 1 and § 75 section 6;
 - 8) in AC, PWD, PAS, OPONY, NNW, PAZ and PAOP – from the time of transfer of ownership of the vehicle, unless, with the transfer of ownership of the vehicle, the rights under the insurance agreement have been or have been transferred to the purchaser under the terms of § 73;
 - 9) in AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – as of the date of withdrawal from the insurance agreement under the terms laid down in § 70 section 1;
 - 10) in AC, PWD, PAS, OPONY, NNW, PAZ, NNW Max, ZK and PAOP – as of the date of delivery to PZU of a declaration on withdrawal by the policyholder from the agreement in the simplified system, the agreement concluded over the infoline, or the agreement concluded via the internet in the case referred to in § 70 section 3;
 - 11) in AC, PWD, PAS, OPONY, NNW, PAZ and PAOP – as from the date of documentation of permanent and complete loss of possession of the vehicle, with no change in ownership, subject to point 2;
 - 12) in AC, PWD, PAS, OPONY, NNW, PAZ and PAOP – from the date of the vehicle's deregistration, upon submission to PZU of the policyholder's intention to cancel the insurance policy due to the vehicle's deregistration;
 - 13) in PAOP and PWD in the Komfort variant, when the PWD agreement was concluded simultaneously with a third party liability agreement concerning the same vehicle – on the day of expiry of the insurance cover in the third party liability agreement concerning the same vehicle;
 - 14) in PAOP and PWD in the Komfort variant, when the PWD agreement was concluded at the same time as the AC agreement – on the day of expiry of the insurance cover in the AC agreement;
 - 15) in PAZ – on the date of expiry of the insurance cover in the NNW agreement;
 - 16) in AC, PWD, PAS, OPONY, NNW, PAZ and PAOP – from the date of registration of the vehicle abroad;
 - 17) in AC, PWD, PAS, OPONY, NNW, PAZ and PAOP, from the date of delivery of the vehicle to the dismantling yard operator or vehicle collection centre operator;
 - 18) in AC, PWD, PAS, PAS, OPONY, NNW, PAZ and PAOP – as of the date of delivery to the Policyholder of a PAZO statement on termination of the insurance agreement with immediate effect in the case referred to in § 72.
2. In ZK, the insurance cover shall lapse in the cases specified by Polish law for the lapse of cover in a third-party liability agreement concerning the same vehicle, with the exception of the case of expiry of the period for which the third-party liability agreement concerning the same vehicle was concluded.

§ 70

1. In the event the insurance agreement is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, or, if the Policyholder is an entrepreneur – within 7 days from the day of conclusion of the insurance agreement, by submitting a declaration to this effect, subject to the provisions of section 1n the event that PZU, at the latest at the time of conclusion of the agreement, did not inform the Policyholder who is a consumer of his or her right to withdraw from the insurance agreement, the 30-day period starts from the day on which the Policyholder who is a consumer became aware of that right.
2. Withdrawal from the insurance agreement does not release the Policyholder from the obligation to pay insurance premium for the period during which PZU SA provided insurance coverage.
3. In the event that the insurance agreement has been concluded through remote communication (agreement concluded over the internet, agreement concluded over the infoline and an agreement in the simplified system) where the policyholder is a consumer, the period within which the policyholder may withdraw from the insurance agreement by giving a written statement to that effect shall be 30 days from the day after receiving information on the conclusion of the insurance agreement or from the day on which the information to be given to the consumer under the provisions on the conclusion of distance agreements was delivered to him, if that time limit comes later. The period shall be deemed to have been observed if the statement has been sent before expiry.

§ 71

1. The Policyholder shall have the right to terminate the NNW agreement, the PAZ agreement and the NNW Max agreement at any time with immediate effect by means of submitting a written declaration within that scope.
2. Termination of the NNW, PAZ and NNW Max agreement does not release the policyholder from the obligation to pay insurance premium for the period during which PZU SA provided insurance coverage.

§ 72

PZU has the right to terminate the insurance agreement with immediate effect in cases where:

- 1) upon finalising the insurance agreement, substantial inconsistencies are revealed between the vehicle's condition or the vehicle information provided by the insured prior to the insurance contract's inception and its actual state;
- 2) the chassis number or VIN of the vehicle was associated with a different vehicle;
- 3) upon finalisation of the policy, it is determined that the owner or user of the vehicle is an individual distinct from the one identified by the insured and listed in the insurance document.

TRANSFER OF RIGHTS UNDER THE AGREEMENT: AC, PAS, OPONY, PWD, NNW, PAZ, PAOP

§ 73

1. In the event of a disposal of the right of the insurance agreement, the rights may be transferred to its purchaser. The transfer of rights under the insurance agreement requires the consent of PZU, subject to section 2.

2. The transfer of rights under the insurance agreement to the current user of the vehicle, does not require PZU's consent.
3. When rights from an insurance policy are transferred, the seller or buyer of the vehicle is required to inform PZU of the transfer of rights from the insurance policy no later than the date of transfer, supply PZU with a document verifying the transfer of such rights. The assignment of rights from the insurance contract can only be made effective from the date of vehicle transfer. PZU confirms the transfer of rights under the insurance agreement to the purchaser of the vehicle in writing.
4. If a PWD agreement for the Komfort variant is concluded at the same time as a third party liability agreement for the same vehicle, the purchaser of the vehicle also acquires the rights under the PWD agreement for the Komfort variant with the transfer to him of the rights and obligations under the third party liability agreement. The transfer of rights under the PWD agreement in other cases requires the consent of the PZU.
5. In the event of transfer of rights under the insurance agreement to the purchaser, the obligations that were incumbent on the transferor are also transferred to the purchaser, unless otherwise agreed by the parties subject to the consent of PZU. Notwithstanding such transfer of obligations, the transferor shall be jointly and severally liable with the purchaser for the payment of the premium falling due for the time until the transfer of the vehicle to the purchaser.
6. If the rights from the insurance agreement have not been transferred to the purchaser of the vehicle, the insurance coverage expires at the moment of transfer of the ownership rights to the purchaser.
7. The provisions of paragraphs 2 to 6 shall not apply to the transfer of claims which have arisen or may arise from the occurrence of an insurance accident as provided for in the insurance contract.

TRANSFER OF RIGHTS UNDER THE ZK AGREEMENT

§ 74

The transfer of rights from the OC agreement shall take place in accordance with the provisions of Polish law for the transfer of rights from the OC agreement.

INSURANCE PREMIUM

§ 75

1. The insurance premium shall be determined in accordance with the tariff of premiums applicable in PZU.
2. Subject to section 1, the insurance premium for a 12-month period of insurance may be payable either in one lump sum or in instalments.
3. The insurance premium linked to an insurance policy with a coverage period differing from 12 months, may be divided into instalments, provided the insurance policy is validated by an insurance certificate that involves a minimum of one insurance policy with a 12-month coverage period.
4. The payment dates of the premiums and their amount shall be specified in the insurance agreement.
5. If the payment of insurance premium or premium instalment is made in a non-cash form, the day of payment is deemed to be the day when the bank account of PZU is credited with the full amount as specified in the insurance agreement. If the insurance premium or its portion is settled through a credit card or via the PZU on-line portal, the day the payment is authorised is considered as the day of the premium payment.

6. Should a situation arise which significantly alters the likelihood of an insured event, either party may request an adjustment to the insurance premium, effective from when the situation occurred, but not prior to the commencement of the current insurance period. In the event of such a demand, the other party may, within 14 days, terminate the insurance agreement with immediate effect by giving a statement to that effect.
7. If the policyholder or the insured provided false details to PZU, thus influencing the amount of insurance premium, the policyholder is obliged to pay the additional insurance premium resulting from the difference between the insurance premium that would be due to PZU if truthful data had been provided and the insurance premium assumed in the insurance agreement. In the event of an insurance accident, the claim of PZU for the surcharge of the insurance premium difference shall become immediately due and payable at the latest on the date of indemnity payment. The stipulation mentioned in the prior statement does not pertain to the ZK Insurance.
 - b) notify PZU of the loss occurring in the territory of the Republic of Poland immediately, but no later than within 7 days from the date of the insurance accident,
 - c) notify PZU of loss occurring abroad, no later than within 7 days from the day of re-entering the territory of the Republic of Poland, and if it was necessary to seek PZU's assistance before returning to the Republic of Poland, PZU should be notified no later than within 3 days from the day of the insurance accident occurrence,
 - d) carry out an additional technical examination of the vehicle, required by law, after it has been repaired, and inform PZU of the completion of that examination,
 - e) record, in the event of a collision with another vehicle, data concerning that vehicle, the person driving that vehicle, as well as the number of the insurance document, name and address of the insurer with whom the third party liability insurance agreement was concluded;
- 2) in the event of theft or damage arising in circumstances giving rise to a presumption that a crime has been committed:
 - a) notify the police immediately upon learning of any of these incidents,
 - b) notify the PZU immediately after becoming aware of any such event, but no later than on the nearest business day, where business day shall be understood as a weekday from Monday to Friday, excluding public holidays;
- 3) in the event of theft of the vehicle:
 - a) hand over to PZU:
 - keys or controllers used to open the vehicle or to start the vehicle, as well as keys or controllers used to start anti-theft security devices with which the vehicle is equipped, in order to establish PZU liability in circumstances referred to in § 12 section 1 item 11,
 - registration certificate in order to establish the PZU liability in the circumstances referred to in § 12 section 1 item 2 and item 3,
 - b) provide PZU with an agreement for the provision of monitoring, search and recovery services for the vehicle and proof of payment of the subscription for the period in which the vehicle was stolen, if the vehicle was fitted with an anti-theft device having the function of locating the vehicle, in order to establish PZU liability in the circumstances referred to in § 12 section 1 item 11,
 - c) in the event of indemnity payment at the request of PZU, transfer ownership of the vehicle to him/her after its de-registration; if the vehicle is recovered after indemnity is paid by PZU, PZU, in agreement with the insured, may again transfer ownership of the vehicle to him/her; if ownership of the vehicle has not been transferred to PZU, the indemnity paid shall be refunded in full, provided that the vehicle has not been damaged, or in an appropriate part if there has been damage to the vehicle for which PZU is obliged to pay indemnity;

REIMBURSEMENT OF INSURANCE PREMIUM

§ 76

In the event of termination of insurance cover before the expiry of the period for which the insurance agreement was concluded, the Policyholder shall be entitled to reimbursement of the insurance premium for the period of unused insurance cover.

MANNER OF PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

§ 77

1. Subject to section 3, in the event of an insurance accident, the policyholder or insured shall:
 - 1) use all the means at their disposal to prevent the damage or to minimise its extent;
 - 2) present the supporting documentation pertaining to the insurance claim incident or the incurred expenses;
 - 3) facilitate PZU or individuals acting under its authority to determine the conditions of the insurance incident and the scale of the damage;
 - 4) to secure the possibility of pursuing compensation claims against the persons responsible for the damage and assist PZU by providing the owned information and documentation allowing to pursue recourse claims effectively.
2. In the event of a wilful or grossly negligent breach of the obligation referred to in section 1 item 1, PZU shall be free from liability for damage arising therefrom.
3. The provisions of section 1 item 1 and item 4 and section 2 shall not apply to NNN, PAZ and NNN Max.

§ 78

1. In the AC, in addition to the obligations under § 77, the policyholder or insured shall furthermore:
 - 1) in the event of damage to a vehicle or luggage:
 - a) do not alter the damaged vehicle or impaired baggage unless it is necessary for maintaining safe operation, and do not initiate repair work without a prior examination by PZU, unless PZU has not performed such an examination within a week from receiving damage notification, or within a fortnight if the appointment of a surveyor (expert) was required,
 - 4) in case of loss of luggage, provide PZU with evidence of the loss of the luggage;
 - 5) notify PZU of a loss of: the registration card or the key or control used to open the vehicle or to start the vehicle, or the key or control used to start the anti-theft security system, with which the vehicle is equipped, within the time limit specified in point 2 letter b) and secure the vehicle against theft with due diligence, and in case of theft and in circumstances suggesting that a crime has

- been committed – notify the police within the time limit specified in point 2 letter a;
- 6) replace the lock cylinders and re-code the anti-theft security modules in the event of loss for any reason of the key or control to open the vehicle or start the vehicle, or the key or control to activate the anti-theft security system with which the vehicle is equipped.
2. In the event of wilful or grossly negligent breach of the obligations referred to in paragraph 1 point 1(a) or paragraph 1 point 2(a) or paragraph 1 points 4-6, PZU shall be free from liability for damage arising therefrom.
 3. In the case of wilful misconduct or gross negligence breach of duties referred to in section 1 item 1 letter b or letter c or section 1 item 2 letter b, PZU may adequately reduce indemnity if the breach contributed to the increase of damage or made it impossible for PZU to establish the circumstances and effects of the insurance accident. The effects of failure to notify PZU SA of an insurance accident do not occur if PZU SA, within the timeframe referred to in section 2, received information on circumstances that should have been notified.
 4. In order to avail himself of the benefits of the Auto Non Stop option, the Policyholder or the Insured is obliged to notify PZU by telephone of his/her intention to avail himself/herself of those benefits prior to taking any action on his/her own and no later than upon notifying PZU of the loss; the PZU telephone number is stated in the insurance agreement.
 5. In the event of failure to comply with the obligation referred to in section 4 for the reasons set out in § 12 section 3 item 1 or item 2, the costs of the services provided under the Auto Non Stop option shall be reimbursed up to the amount of the costs actually incurred if:
 - 1) relate to the towing from the place of the insurance accident to the ANS workshop; if the vehicle is towed to another location, the reimbursement restrictions in § 11 item 1 shall apply and
 - 2) will be documented by invoices or VAT invoices and proof of payment.

§ 79

1. In the PWD, in addition to the obligations under § 77, the policyholder or insured shall furthermore:
 - 1) before undertaking actions independently, notify PZU by phone immediately, but no later than within 3 days from the date of the insurance incident;
 - 2) provide PZU with the following information:
 - a) the name and residence of the insured person requiring assistance and the driver of the other vehicle, if any,
 - b) the make, model and registration number of the vehicle and any other information necessary to identify the vehicle at the scene of the insured accident and to provide appropriate assistance,
 - c) the precise location of the insured incident and the phone number where the individual notifying of the insurance event can be reached,
 - d) description of the insurance accident;
 - 3) permit PZU to verify the vehicle's condition and to supervise the duration of repair at an auto repair shop or the time required for vehicle retrieval after theft, with the purpose of calculating the car hire duration as stipulated in § 22 section 1 item 5;
 - 4) in the event of vehicle theft, submit the document verifying the police notification of such theft to PZU;
 - 5) in case of medical consultation service, evidence must be shown of the incident that necessitated the medical

- consultation if PZU had not previously arranged any other assistance services linked to that particular incident.
2. If the insured is eligible for a refund of assistance service costs as outlined in § 22 section 1 item 32, § 24 section 10 or § 25 section 3, the refund shall be provided based on bills or VAT receipts issued on the and proof of their payment. This is subject to the liability limit specified in the General Terms and Conditions (GTC) for the relevant assistance service. If no such limit has been established, the refund will cover the actual costs incurred. PZU has the right to verify the figures presented on the statements or VAT receipts, using the prevalent average service costs within the town/city where the service was rendered.
 3. If the Policyholder, the Insured, or an individual acting on their behalf, indicate a requirement for transportation as stipulated in § 22, section 1, item 20, letter b or c, it is incumbent upon them to provide PZU with the name, address, and contact number of the hospital where the Insured is accommodated, provided the transportation occurs between hospitals.

§ 80

In the PAS, in addition to the obligations under § 77, the policyholder or insured shall furthermore:

- 1) before undertaking actions independently, notify PZU by phone immediately, but no later than within 3 days from the date of the insurance incident;
- 2) provide PZU with the following information:
 - a) the make, model and registration number of the vehicle and any other data necessary to identify that vehicle,
 - b) the telephone number at which the person reporting the insurance accident can be contacted,
 - c) description of the insurance accident,
 - d) whether the damaged windshield is an original part or was installed in the process of factory assembly of the vehicle; in case of any doubts, the Policyholder is obliged to allow PZU to carry out an expertise to determine the type of window to be replaced;
- 3) not to undertake the repair or replacement of the windscreen independently, subject to § 6, section 3, second sentence;
- 4) provide, at the request of PZU, photographs of the damaged windshield – in cases referred to in § 6 section 3 second sentence;
- 5) provide the PZU with evidence of having incurred the costs in cases referred to in § 6 section 3 second sentence, § 28;
- 6) carry out an additional technical examination of the vehicle, as required by law, after its repair and inform the PZU of the completion of this examination.

§ 81

Under OPONY, in addition to the obligations under § 77 section 1, the policyholder or insured are additionally obliged to:

- 1) before undertaking independent actions, notify PZU by phone immediately, but no later than within 3 days from the date of the insurance incident;
- 2) provide PZU with the following information:
 - a) the make, model and registration number of the vehicle and any other information necessary to identify the vehicle and to provide appropriate assistance,
 - b) the precise location of the insured incident and the phone number where the individual notifying of the tyre malfunction can be reached,
 - c) description of tyre malfunction,

- d) present, at the request of PZU, photographs of the car and the defective tyre, together with its damage, and a photograph of the tyre showing the tread depth and date of manufacture of the tyre.

§ 82

1. Under NNW and NNW Max, in addition to the obligations under § 77 section 1 items 2 and 3, the policyholder or insured are additionally obliged to:
 - 1) strive to mitigate the impacts of the insurance incident by promptly seeking medical attention and following the recommended treatment;
 - 2) immediately inform the police if an injury occurs due to an insurance accident, provided the insured's health condition allows;
 - 3) submit to PZU the documents required to validate the insurance claim and calculate the benefit amount: medical records, invoices and their proofs of payment, and – if the insured was operating the vehicle at the time of the insured event – a document authorising the operation of the vehicle and the vehicle's registration documentation;
 - 4) allow PZU to obtain information relating to the circumstances of the insurance accident, in particular from the doctors who took care of the Insured both before and after the occurrence of the insured accident;
 - 5) undergo the examinations referred to in § 41, section 11, first sentence.
2. In NNW Max, when the insured files a claim for compensation due to total and permanent disability, PZU determines the validity of the claim based on the documentation or evaluations as mentioned in section 1, along with the medical assessment from the entity authorised to judge work incapacity.
3. Should the insured party pass away, the beneficiary must provide PZU with a copy of the death certificate, a statistical death card or medical documents confirming the cause of death if they have the right to acquire these documents, in addition to an identification document. In the absence of a designated beneficiary – the individual requesting the payout of benefits, as stated in § 86 subsection 2 point 2, must additionally present civil status documentation be authenticating their marriage or kinship with the policyholder, or documents validating that they had guardianship over the insured on the day of their death.
4. PZU maintains the right to check the submitted documents and to seek advice from medical experts.

§ 83

1. Under PAZ, in addition to the obligations under § 77 section 1 items 2 and 3, the policyholder or insured are additionally obliged to:
 - 1) strive to mitigate the impacts of the insurance incident by promptly seeking medical attention and following the recommended treatment;
 - 2) immediately inform the police if an injury occurs due to an insurance accident, provided the insured's health condition allows;
 - 3) notify PZU of the insurance accident immediately, but no later than within 12 months from the date of the insurance accident;
 - 4) submit to PZU the documents required to validate the insurance claim amount: medical records, invoices and their proofs of payment, and – if the insured was operating the vehicle at the time of the insured event – a document authorising the operation of the vehicle and the vehicle's registration documentation;

- 5) allow PZU to obtain information relating to the circumstances of the insurance accident, in particular from the doctors who took care of the Insured both before and after the occurrence of the insured accident.

2. PZU maintains the right to check the submitted documents and to seek advice from medical experts.

§ 84

1. Under ZK, in addition to the duties specified in § 77:
 - 1) the driver is also obliged to:
 - a) take measures to ensure the safety of the place where the insured accident occurs, to endeavour to mitigate the consequences of the accident and to provide medical assistance to the injured, and to protect the property of the injured as far as possible,
 - b) supply the claimants with essential details required to recognise the underwriter, inclusive of particulars pertaining to the finalised ZK agreement,
 - c) in the occurrence of an accident involving another vehicle, to the extent possible, determine the name of the insurer with whom the owner of the said vehicle has entered into a General Liability insurance agreement,
 - d) contact law enforcement in cases where an insured accident involving human casualties has transpired or an insured accident has occurred under circumstances that suggest a potential criminal activity;
 - 2) the vehicle owner or driver is further required to:
 - a) in an event where a claim is lodged directly against the policyholder, the vehicle owner or the driver, report this occurrence to PZU no later than 14 days from the date of the claim notification and to provide documents relating to the particulars of the insured event and the magnitude of the loss,
 - b) not to undertake obligations on behalf of PZU in respect to individuals filing a claim, nor to issue any declarations on behalf of PZU acknowledging responsibility for the inflicted damage,
 - c) immediately inform PZU if the claimant initiates legal proceedings for compensation against the insured, vehicle proprietor or driver, and upon PZU's requisition, assign power of attorney to a person designated by PZU,
 - d) notify PZU without delay in cases of any criminal, administrative or similar natured proceedings are initiated against the Insured, the vehicle owner or the driver.
2. The driver must be in possession of the documents specified in § 66 section 4 and must present them at the request of the inspection authorities.

§ 85

1. Under PAOP, in addition to the obligations under § 77, the policyholder or insured shall additionally:
 - 1) immediately notify PZU by phone using the infoline number provided in the insurance policy, regarding the insurance event that has occurred, its details and provide PZU with all relevant information, documentation, correspondence, proof connected to it, required to determine the nature and scope of the claim, and facilitate the conduct of an inquiry;
 - 2) adhere to the PZU guidelines provided based on the legal and actual state description along with documents supplied by the insured in accordance with item 1;
 - 3) notify PZU of the lawyer or legal advisor selected, or the intention to employ a lawyer or legal advisor not endorsed by PZU, in accordance with § 65 section 2;

- 4) engage proactively with PZU to clarify all aspects of the insurance incident and origins of the claim or damage, and to determine its magnitude, encompassing offering any clarifications about the case's status upon PZU's request;
 - 5) upon a valid request from PZU, prior to initiating a litigation process, conduct a pre-litigation regimen intended to achieve a beneficial resolution for the policyholder;
 - 6) abstain from initiating legal action for their claims until the definitive termination of other ongoing proceedings connected to the aforementioned claims, unless the delay could lead to the statute of limitations expiring on the insured's claims;
 - 7) upon the valid request of PZU, submit solely a proposal for a conciliatory settlement or a partial lawsuit and refrain from pursuing the remaining demands until the adjudication of a portion of the claim has been rendered legally binding;
 - 8) not conclude a settlement without obtaining PZU's prior written approval of such settlement and its terms, whereby the terms of the settlement may not impose an obligation on the insured to pay costs higher than those that would result from a court ruling to that effect.
2. If the insured has not communicated with PZU in the mode specified in clause 1 and has borne the expenses independently, PZU shall reimburse the costs incurred by the insured up to the amount of costs actually incurred, however not more than the sum insured and the limit of liability referred to in § 62. The basis for reviewing the submitted claim is contingent upon the insured providing evidence as stipulated in § 64 section 1, together the necessary data and documentation to determine the settings of the insurance incident, the legitimacy of the claim, and the benefit amount.

DISBURSEMENT OF CLAIMS OR BENEFITS

§ 86

1. The compensation, inclusive of cost coverage, or claims from the insurance contract are disbursed to the policyholder and, in the case of minors, to their legal guardian, subject to section 2.
2. In NNW and NNW Max:
 - 1) the expenses specified in § 37 section 1 item 8 are subject to reimbursement to the individual who has borne them;
 - 2) The payout due to the death of the policyholder is remitted to the beneficiary, and in the event of no beneficiary, it is dispensed to the individuals listed below in the sequence specified below:
 - a) spouse,
 - b) to the children in equal shares; where one of the children dies before the death of the insured, the share which would have accrued to that child shall accrue to the other children in equal shares,
 - c) to the parents equally or wholly to one if the other parent passes away before the policyholder or if only one has custody rights; if neither have custody rights or if the guardians are unidentified and a custodianship is arranged for the policyholder, to the lawful custodians on the same principles as for the parents,
 - d) to individuals designated to inherit by the force of law in the shares allocated to them pursuant to the stipulations of the Civil Code regarding statutory inheritance; the disbursement of a claim to an individual or individuals in a senior category prohibits the disbursement of a claim to an individual or individuals in a junior category (the top category being item 1);

- 3) the insured has the right to name or modify a beneficiary at any given moment;
- 4) in the absence of a beneficiary, PZU will reimburse the documented funeral expenses to the person who incurred them, within the limit of the sum insured, from the benefit due as a result of the death of the insured, with the proviso that these expenses will only be reimbursed if they are not covered by another insurance or for another reason.

§ 87

1. The indemnity, including reimbursement of costs, or benefit under the insurance agreement shall be payable in Polish zlotys. In ZK the damages are paid in the currency of the country where the insurance incident took place, subject to § 53 section 3.
2. If expenses in a foreign currency are incurred in connection with an insured accident occurring abroad in the Republic of Poland, such expenses shall be reimbursed in the Republic of Poland in Polish zlotys at the average exchange rate announced by the National Bank of Poland on the day the indemnification is determined, on the basis of registered bills or VAT invoices together with proofs of their payment.

PZU'S OBLIGATIONS

§ 88

1. PZU pays compensation, including reimbursement of costs or benefits, within 30 days of receiving a claim of an insurance accident.
2. If it proves impossible to clarify the circumstances necessary to determine the liability of PZU or the amount of compensation, including reimbursable costs, or the benefit within the period specified in paragraph 1, the compensation, including reimbursement of costs, or the benefit shall be paid within 14 days of the day on which it became possible to clarify these circumstances with due diligence. However, PZU shall pay the undisputed part of the compensation, including reimbursable costs or benefits, within the time limit specified in section 1.
3. PZU SA shall be obliged to:
 - 1) upon receipt of a notice on the occurrence of an insurance accident, within 7 days of receiving that notice, to inform the policyholder or the insured, if they are not the persons submitting that notice, and to institute proceedings to determine the facts related to the insurance accident, the legitimacy of claims and the amount of compensation, including the costs to be returned as well as to inform the person making the claim in writing or in another manner to which that person consented, what documents are required to establish the liability of PZU or the amount of benefit, if that is necessary for further proceedings in the case of insurance agreement concluded for the account of a third party, the Insured or their heirs may also submit a notice on the occurrence of an insurance accident; in that case the heir is treated as the beneficiary under the insurance agreement;
 - 2) if it does not settle the claim, including reimbursement, or pay the benefit within the time limits laid down in paragraphs 1 and 2, to notify in writing:
 - a) the person making the claim; and
 - b) the insured, in the case of an insurance contract concluded for the account of a third party, if he is not the person making the claim
 – of the reasons for their inability to meet their claims in whole or in part, as well as to pay the undisputed part of the damages, including reimbursable costs or benefits;

- 3) if the compensation, including reimbursement, or benefit is not applicable or applies in a different amount than specified in the filed claim, to issue a written notification:
 - a) the claimant and
 - b) the insured person in the case of an insurance agreement for account of another person, where that person is not the person making the claim,
 - c) indicating the circumstances and legal grounds justifying the total or partial refusal to issue the benefit, including the return of costs or benefit and to inform the person concerned of the possibility of pursuing their claims before a court;
 - 4) to provide the policyholder, the insured, the person making a claim or a beneficiary under the insurance agreement with information and documents required to establish PZU's liability, or the amount of compensation, including the costs subject to reimbursement or a benefit; such persons may request that the PZU confirm in writing the information made available to them, as well as make, at their own expense, photocopies of the documents and confirm their conformity with the originals by the PZU;
 - 5) to make the information and documents referred to in point 4 available to the persons referred to in point 4, upon request, in electronic form;
 - 6) at the request of the insured or beneficiary under the insurance agreement, to provide information held by them and related to the insurance accident serving as the basis for determining the liability of PZU SA and for establishing the circumstances of the insurance accident, as well as the amount of benefit, including the reimbursable costs or benefit;
 - 7) at the request of the policyholder or insured person, to provide information on the statements made by them at the stage of the conclusion of the insurance contract for the purpose of assessing the insurance risk or copies of the documents drawn up at that stage.
4. In ZK, the provisions of paragraphs 1 to 3 shall apply in the case referred to in § 53 section 3.

RECOURSE CLAIMS

§ 89

1. Subject to the provisions of section 2, in AC, on the date of payment of the indemnity by PZU, including the reimbursed expenses, the Insured's claims against the third party responsible for the damage are legally assigned to PZU up to the amount of the indemnity paid or the reimbursed expenses. If PZU covered only a part of the loss, the Insured shall have the right to priority of satisfaction before the claims of PZU for the remaining part.
2. The claims of the insured against the following shall not be transferred to PZU:
 - 1) individuals residing in the same domestic unit with them, except if these individuals have inflicted the damage with intent;
 - 2) to individuals authorised to operate the vehicle under a lease agreement or to vehicle users unless the damage incurred was intentional or due to gross negligence.
3. In the event that the insured waived or limited their claims against the third party responsible for the loss, PZU shall have the right to refuse indemnity or to reduce them. If the waiver or limitation of a claim is disclosed after PZU has paid compensation or reimbursed expenses, PZU shall be entitled to recover from the insured all or part of the compensation paid, or expenses incurred.

§ 90

1. If the driver fails to comply, the PZU is entitled to claim reimbursement if the driver:
 - 1) inflicted damage intentionally, under the influence of alcohol or while intoxicated, or under the influence of narcotic drugs, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the regulations on counteracting drug addiction, unless this did not affect the occurrence of the insured accident;
 - 2) acquired the vehicle as a result of committing a criminal act;
 - 3) did not possess the necessary driving permissions, excluding instances where it was imperative to preserve human life or property, or for the pursuit initiated promptly following an offence by an individual;
 - 4) fled the scene of an insurance accident.
2. In the ZK, if there is a deliberate or grossly negligent violation of duties regarding informing PZU about an insurance event or to lodge a claim for compensation by the claimant, PZU may pursue a refund of a portion of the paid compensation from the driver or vehicle owner if that violation led to the exacerbation of the loss or hindered PZU from determining the conditions and consequences of the insurance event.

FINAL PROVISIONS

§ 91

1. A claim, complaint or grievance shall be submitted to any PZU unit serving the customer.
2. A complaint, grievance or complaint may be filed:
 - 1) in writing – in person or by mail, within the meaning of the Postal Law Act, for example by writing to the following address: PZU SA 18A Postępu St., 02-676 Warsaw (address for correspondence only);
 - 2) in writing – sent to the address for electronic delivery of PZU SA, within the meaning of the Electronic Delivery Act, from the date of entering that address into the database of electronic addresses;
 - 3) verbally – by telephone, for example by calling the hotline number 801 102 102, or in person for a record during a visit to the unit referred to in section 1;
 - 4) in electronic form – by sending an e-mail to reklamacje@pzu.pl or by filling in the form at www.pzu.pl.
3. PZU Życie SA considers the complaint and responds to it without undue delay, but no later than within 30 days of receipt of the complaint, subject to item 4.
4. In particularly complicated cases, rendering it impossible to process the complaint, claims and grievances and reply within the time limit indicated in item 3, PZU Życie shall submit an information to the person who filed the complaint, stating:
 - 1) the reason for the delay;
 - 2) circumstances which must be defined for the processing of the case;
 - 3) it shall indicate the expected time limit for considering the complaint, claim or grievance and providing an answer, which may not exceed 60 days from the date of receiving the complaint, claim or a grievance.
5. PZU's response to the complaint, complaint or grievance shall be provided to the person who has submitted it:

- 1) in cases where the customer is a natural person – in writing, except that the response may be delivered by e-mail only at the customer's request;
 - 2) where the customer is an entity other than those referred to in point 1 – in writing or using another durable medium.
6. A natural person who has lodged a complaint has the right to submit an application to the Financial Ombudsman concerning:
 - 1) not considering the complaints within the framework of handling complaints;
 - 2) failing to perform the actions resulting from complaint processed in accordance with the person's will within the time limit for response to such complaint.
 7. Claims, complaints and grievances are handled by PZU organizational units which are competent with respect to the subject matter of the case.
 8. Complaints are regulated in the Act on Complaints Handling by Financial Market Entities and Financial Ombudsman and in the Act on Insurance Distribution.
 9. PZU provides for the possibility of resolving conflicts out of court.
 10. The entity authorized within the meaning of the Act on out-of-court handling of consumer disputes, competent for PZU SA to handle disputes out of court is the Financial Ombudsman, whose website address: www.rf.gov.pl.
 11. The policyholder, insured, beneficiary and beneficiary under the insurance agreement who is a consumer shall have the right to apply for assistance to the Municipal and District Consumer Ombudsmen.
 12. In the case of an insurance agreement concluded through the internet or an agreement concluded in a simplified system, where the offer was sent electronically and the insurance agreement was concluded by electronic means, the consumer has the right to use an out-of-court dispute resolution method and submit a complaint via the Online Dispute Resolution platform (ODR Platform) in accordance with in line with the European Parliament and Council Regulation No 524/2013 dated 21st May 2013. – address: <http://ec.europa.eu/consumers/odr/>. The European Commission is responsible for the operation of the ODR Platform. The e-mail address for contacting PZU is: reklamacje@pzu.pl.
 13. PZU communicated with consumers in Polish.
 14. PZU is supervised by the Financial Supervision Authority.

§ 92

1. An action for a claim resulting from an insurance agreement can be initiated in accordance with the provisions of general jurisdiction or before the court competent for the place of residence (headquarters) of the policyholder, the insured, or the person entitled under the insurance agreement.
2. A lawsuit for a claim resulting from an insurance agreement can be filed in accordance with the provisions of general jurisdiction or before the court appropriate for the place of residence of the insured's heir or the heir entitled from the insurance agreement.
3. In the case of claims arising from the PAOP agreement, the PZU and the insured may conclude an agreement to submit the dispute between them to arbitration.