



## CLAUSE NO. 8 TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE CIVIL LIABILITY OF INDIVIDUALS IN PRIVATE LIFE

Appendix no. 8 to the General Terms and Conditions of the Voyager Insurance – PZU Travel Assistance, established by the Resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/102/2013 of 29 March 2013

### § 1

Without prejudice to the remaining provisions of the General Conditions, and subject to the payment of an additional premium by the Policyholder, the Voyager Insurance – PZU Travel Assistance is hereby extended to include civil liability of individuals in private life.

### § 2

The terms used in this Clause shall have the meaning specified below:

- 1) **private life actions** – actions referring to private life, not tied to professional activity and unrelated to the performance of business duties, gainful employment, practical vocational training outside a school; the private life actions do not include the performance of business activity, liberal profession, performance of any functions, including honorary functions in all kinds of unions, associations, social and political organizations, as well as voluntary work;
  - 2) **guarantee sum** – an amount defined in the insurance contract which is the upper limit of liability of PZU SA for the civil liability insurance in private life;
  - 3) **loss** – a personal injury or property damage;
  - 4) **personal injury** – a loss arising as a result of death, bodily harm or disturbance of health, and also lost profits of the injured party that he/she could have obtained if he/she had not suffered the bodily harm or disturbance of health;
  - 5) **property damage** – a loss arising due to the loss, destruction or damage of objects, including also lost profits of the injured party that he/she could have obtained if the loss, destruction or damage of items had not occurred.
- 5) caused in a state of drunkenness, or in a state post-alcohol intake or intoxication with drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of insurance accident;
  - 6) resulting from performance of profession or business activity;
  - 7) caused by any engine-powered vehicle, including a flying or floating device, driven by the Insured, or by a vehicle owned by the Insured;
  - 8) arising in consequence of acts of war, martial law, state of emergency, and resulting from the participation of the Insured in strikes, riots, disturbances, protest actions, road blockades, acts of terrorism or sabotage;
  - 9) covered by the system of mandatory insurance that the Insured is obliged to purchase;
  - 10) caused to the natural environment by pollution; and caused to the stand of forests and parks;
  - 11) caused by the influence of nuclear energy, laser and maser beams, ionizing radiation, magnetic and electro-magnetic field, or radioactive contamination;
  - 12) involving the destruction, damage to, loss or theft of cash, gift certificates or other cash substitutes, works of art, jewelry, objects made of precious metals and stones, securities, all kinds of documents, data carriers or valuable or archival collections, as well as objects of historical or unique nature;
  - 13) damages to property which the Insured used on the basis of a contract for use, lease, rental, leasing, lending for use or contract for the performance of tourism services;
  - 14) arising in stored property;
  - 15) tied to the possession or use of firearms, pneumatic weapons and the relevant ammunition, unless the liability of PZU SA for losses arising with relation to the possession or use of firearms, pneumatic weapons and the relevant ammunition during a hunt with the use of firearms or pneumatic weapons was appropriately extended, for the payment of additional premium, under the increase of premium for practicing high-risk sports;
  - 16) resulting from the practicing of high-risk sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
  - 17) resulting from recreational skiing or snowboarding on marked trails, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
  - 18) resulting from the practicing of high-risk sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
  - 19) resulting from the transfer of contagious diseases, of which the Insured was aware or could have become aware had he/she exerted due diligence;
  - 20) tied to the breach of moral rights, other than those covered by the scope of casualty claim;
  - 21) tied to the breach of intellectual property rights;
  - 22) caused by animals not undergoing the required vaccinations or preventive tests;
  - 23) caused by animals in case where they were transported, carried or led in improperly secured devices used for the safety and protection of human life, health and property, of if they were transported, carried or led without such devices;

## SUBJECT AND SCOPE OF INSURANCE

### § 3

1. The subject of insurance is the Insured's civil liability where, with relation to activities performed in private life or owned property used for private life actions during travel, and as a result of a tort (liability in tort), the Insured is obliged to repair a personal injury or property damage caused to a third party.
2. The coverage applies to losses caused by the Insured and by persons and animals accompanying him/her during travel and for whom the Insured is responsible.
3. The coverage extends also to losses caused due to gross negligence.
4. PZU SA provides coverage within the limits of statutory liability of the persons referred to in section 2.
5. The condition for liability of PZU SA is the occurrence of the insurance accident during the insurance period, and the reporting of the resulting claim before the lapse of the period of limitation.

## EXCLUSIONS OF LIABILITY OF PZU SA

### § 4

PZU SA shall not be liable for the following losses:

- 1) caused intentionally by the Insured;
- 2) caused by the Insured to his/her relatives;
- 3) caused by one Insured to another Insured covered by the same insurance contract, unless this is a group insurance contract;
- 4) entailing the payment of the following financial charges: financial penalties, contractual penalties, administrative and court fines, taxes, other public and legal dues;

- 24) entailing the obligation to refund the costs of remuneration for proxy representing the injured party.

## **GUARANTEE SUM**

### **§ 5**

1. Guarantee sum is set in the insurance contract and may amount to PLN 20 000.00, PLN 50 000.00, PLN 100 000.00, PLN 200 000.00 or PLN 500 000.00. PZU shall be liable up to the amount of the guarantee sum so determined, subject to the restriction that the liability of PZU SA for property damage always limited to 10% of the guarantee sum.
  2. The guarantee sum is set for all insurance accidents occurring during the insurance period.
  3. Subject to the provisions of § 4 item 23, within the limits of the guarantee sum PZU SA shall be obliged to:
    - 1) cover the costs referred to in § 23 section 3 of the General Terms and Conditions for the Voyager Insurance – PZU Travel Assistance;
    - 2) cover costs of remuneration for experts appointed in consultation with PZU SA by the Insured or the injured party in order to establish the circumstances, causes and scope of the loss;
    - 3) cover the following costs of defense with relation to indemnity claims put forth:
      - a) the necessary costs of court defense against the claim of the injured party or the person entitled in a litigation conducted in consultation with PZU SA,
      - b) the necessary costs of court defense in criminal proceedings, if the ongoing proceedings is tied to establishment of liability, if PZU SA requested the appointment of defense or agreed to cover these costs,
      - c) costs of court proceedings, including mediation or conciliation as well as costs of administrative fees, if PZU SA agreed to cover these costs.
  4. Each payment of indemnity or the costs referred to in section 3 causes the guarantee sum to be decreased by the disbursed amount.
- c) not to enter into any agreements tied to that liability without the approval of PZU Emergency Center,
  - d) if a proceeding to redress the damage is initiated against the Insured – to notify PZU SA of this fact immediately, not later than within 7 days from receiving the statement of claim, in order to determine further course for action,
  - e) deliver to the PZU Emergency Center, immediately upon receipt, every summons, statement of claims and all other court documents sent or delivered to the Insured,
  - f) deliver to PZU SA the court verdict within a timeframe sufficient to make decisions regarding potential measures of appeal;
- 2) in the case of loss caused in the territory of Poland:
    - a) notify PZU SA of the insurance accident within 7 days from becoming aware of claims for indemnity from the injured party, and to follow the instructions of PZU SA,
    - b) provide PZU SA with explanations regarding the event, deliver the available evidence needed to ascertain the circumstances of the accident and scope of the damage; and to enable the conduct of explanatory proceedings,
    - c) if a proceeding to redress the damage is initiated against the Insured – to notify PZU SA of this fact immediately, not later than within 7 days from receiving the statement of claim, in order to determine further course for action,
    - d) to deliver the court verdict to PZU SA within a timeframe sufficient to make decisions regarding potential measures of appeal.
  2. In case of breach, through intentional fault or gross neglect, of the duty to notify PZU SA of the insurance accident within the deadline referred to in section 1 item 1) sub-item a) and in item 2) sub-item a), PZU SA may reduce the indemnity accordingly if the breach contributed to increase of the loss or made it impossible for PZU SA to establish the circumstances and consequences of the accident.
  3. The consequences of not notifying PZU SA of the accident shall not occur if PZU SA, within the time referred to in section 1 item 1) sub-item a) and in item 2) sub-item a), received information of circumstances that should have been communicated to it.
  4. The satisfaction or acknowledgement by the Insured of a claim to repair the loss which is covered by civil liability insurance does not have legal effects for PZU SA if PZU SA did not express its prior approval for it.

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

### **§ 6**

1. In the case of an insurance accident which may cause civil liability of the Insured, the Policyholder or the Insured is obliged to:
  - 1) in the case of loss caused in the territory of a country other than Poland:
    - a) notify the PZU Emergency Center immediately of the insurance accident, but in any case not later than within 7 days from its occurrence, and follow the recommendations of PZU Emergency Center,
    - b) enable the PZU Emergency Center to perform actions necessary to ascertain the circumstances of the loss, the justification for and amount of the claim,

## **DETERMINATION AND PAYMENT OF INDEMNITY**

### **§ 7**

1. Indemnity is paid after establishing the liability of the Insured for the losses that arose.
2. If as indemnity for personal loss the injured party is entitled to both one-time benefit and annuities, PZU SA pays them from the guarantee sum in the following order:
  - 1) one-time benefit;
  - 2) annuities.