

Enterprise: Balcia Insurance SE Spółka Europejska Oddział w Polsce, Al. Jerozolimskie 136, 02-305 Warsaw, Branch of a foreign entrepreneur Balcia Insurance SE, K. Valdemara 63, Rīga, LV-1010, Latvia, entered to the National Court Register by the District Court for the Capital City of Warsaw, XII Commercial Division, under No. KRS 0000493693, NIP 108-001-65-34, REGON 147065333. Register of Enterprises of the Republic of Latvia No. 40003159840, Share capital: 20 050 000 EUR, paid up in full, authorized by the Latvian Supervisory Authority, i.e. Finanšu un kapitāla tirgus komisija (FKTK), hereinafter: Balcia.

**Full information provided before the conclusion of the contract and information regarding the contract are provided in other documents, in particular in the Private Liability Insurance Terms and Conditions No. PL-10CZP approved by the Decision of the Management Board of Balcia Insurance SE No. LV1\_0002/02-03-03-2022-180 of 19.10.2022 and policy.**

#### What kind of insurance is this?

It is a voluntary insurance of civil liability in private life for natural persons (Section II, group: 13 of the Annex to the Act of 11 September 2015 on insurance and reinsurance activities).



#### What is insured?

##### ✓ Civil liability of the Insured and Family Member:

- ✓ material losses related to damage to Third Party's property or damage to the health of Third Party (including death), which occurred during the insurance period in the territory indicated in the policy;
- ✓ lost income that Third Party would have received if the damage or loss had not occurred;
- ✓ non-material losses determined by the court (moral damage).



#### What does insurance not cover?

##### Insurance protection does not cover for the losses or damages incurred:

- ✗ by the Insured or Family Member;
- ✗ to the property entrusted to the Insured or Family Member, except employer's mobile phones and computers, if such insurance cover extension is specified in the policy;
- ✗ while operating land, water or aerial vehicles subject to mandatory registration, except damages caused to a rented vehicle, if such insurance cover extension is specified in the policy;
- ✗ while being engaged in business activity, fulfilment of official or professional duties, Extreme Sports Activities or participating in Professional Sports Competitions and Trainings, unless the policy specifies otherwise;
- ✗ from the contractual or undertaken guarantee obligations, which exceed the scope of liability stipulated by regulatory enactments;
- ✗ due to any fines, interests and claims arising from the application thereof;
- ✗ while carrying out management activities on a property that is not the Dwelling;
- ✗ due to environmental pollution;
- ✗ while carrying out renovation works in the Dwelling, which require a building permit;
- ✗ due to fire arms, the use of which required a permit;
- ✗ caused by the Insured or Family Member who were intoxicated, under the influence of narcotic, drugs, psychotropic substances or substitutes within the meaning of the provision of the law, provided that it had impact on the occurrence of the Insured Event, and other cases provided for in the Terms and Conditions of Insurance (GTC).



#### What are the limitations of insurance coverage?

- ! The upper limit of Balcia's liability is the Sum Guaranteed and the indemnity limits specified in the policy and GTC.
- ! Balcia is entitled to an appropriate reduction of compensation if:
  - ! Third Party already received compensation for property damage under another insurance agreement – by the amount already received by the Third Party from another insurance agreement;
  - ! the insurance indemnity paid out for one or more Insured Events have reached the Sum Guaranteed or indemnity limit specified for the specific cover and risk;
  - ! Insured have not reported to Balcia or its representative by intentional fault or gross negligence the event immediately after obtaining information about it, and this had the effect of increasing the damage or made it impossible to establish the circumstances and consequences of the event.

A full list of exclusions can be found in the GTC.



#### Where is the insurance applicable?

- ✓ The insurance is valid within the territory selected by the Policyholder at the time of concluding the insurance contract and indicated in the policy:
  - ✓ in the Liability of house or apartment owner, the insurance territory is the address of the insured Dwelling;
  - ✓ for the Personal Civil Liability, the insurance territory can be chosen between: Republic of Poland, Europe or World.



#### What are the obligations of the Insured?

**If an event has occurred, the Insured is obliged to** contact the competent authority and report it (a medical treatment institution, the police, the fire and rescue service, the emergency service, etc.), take the measures to prevent and reduce the size of the damage, ensure that the circumstances of the event and the objects damaged or destroyed in it have been photographed or filmed, and as soon as it is possible – contact Balcia to jointly agree in the next steps.

##### **In the event of a case which may give rise to a claim, the Insured is obliged to:**

- send Balcia a written request for payment, if he/she received one;

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- not to admit any guilt or wrongdoing without Balcia's prior consent;
  - not to offer or promise any reimbursement on his/her own without Balcia's prior consent.
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#### **How and when should the premium be paid?**

The insurance premium is payable in accordance with the provisions of the insurance contract: once or in installments, in cash or in a non-cash form. The date of payment and the amount of the premium or its installments is indicated in the policy.

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#### **When does the period of insurance cover begin and end?**

The period of insurance cover begins on the date indicated in the policy, not earlier than the day following the payment of the premium. In the case of a premium with a deferred payment date – on the date specified in the policy. Insurance cover ends at the end of the period for which the insurance contract was concluded, or at the moment of its termination.

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#### **How to terminate the contract?**

The Policyholder has the right to terminate the insurance agreement at any time by notifying Us by one of the following means: by registered mail, e-mail or by completing online questionnaire on [www.balcia.pl](http://www.balcia.pl).

Irrespective of the reason for termination of the insurance agreement, the Policyholder is obliged to ensure the payment of the premium for the insurance period until the date of termination of the insurance agreement. Day of termination shall be understood as the date indicated in the termination notice. If the date indicated in the termination notice is earlier than the day of submitting it, the date of termination shall be understood as the day of submitting the document. Upon termination of the insurance agreement, We will refund to the Policyholder the unused part of the insurance premium in proportion to the remaining insurance period.

If the insurance agreement is concluded for a period longer than six months, the Policyholder has the right to withdraw from the insurance agreement within 30 days, and if the Policyholder is an entrepreneur within 7 days, from the date of conclusion of the insurance agreement. Withdrawal from the insurance agreement does not release the Policyholder from the obligation to pay the premium for the period in which Balcia provided insurance coverage.

Balcia is bound by the sanctions imposed by the Republic of Poland, the European Union, the United Nations, as well as other applicable sanctions, therefore Balcia shall have the right to terminate the insurance agreement immediately and unilaterally in writing as of the day the sanctions have been in force, if Balcia has knowledge that international sanctions have been directly or indirectly imposed on the Insured, Policyholder or the beneficiary under the insurance contract. If any payments might violate trade, economic or other sanctions or embargoes imposed by the Republic of Poland, the European Union, the United Nations, as well as other applicable sanctions, such payment may not be executed as long as such sanctions are in force.

The insurance agreement is also terminated if it is concluded at a distance by the Policyholder, who is a consumer who may withdraw from the insurance agreement by submitting an appropriate statement in a documentary form, within 30 days from the date of informing the Policyholder by Balcia about the conclusion of the insurance agreement or from the date of confirmation by Balcia of the information referred to in Article 39 paragraph 1 of the Act of 30 May 2014 on consumer rights, if the confirmation is given at a later date, the time limit being deemed to have been complied with if the declaration has been sent before its expiry.