

Legal protection in private life

§1

1. The insurance covers the appropriate and necessary costs of defending the legal interests of the Insured that the Insured Person incurred or is required to incur.
2. The insurance in private life covers matters relating to the private life of the Insured Person (i.e. matters not related to business or gainful activities), including with respect to consumer protection as well as legal disputes relating to the possession and use of a vehicle or the road movement of a vehicle in which the Insured Person is involved.
3. The costs referred to in subparagraph 1 include:
 - 1) costs of litigation before courts of general jurisdiction, including:
 - a) fees of the representative of the Insured Person,
 - b) legal costs in proceedings before courts of first and second instance,
 - c) costs awarded against the Insured Person in favour of the opposing party by decision that has become definitive (including the fees of an auxiliary prosecutor),
 - d) fees of sworn translators/interpreters,
 - e) expert fees,
 - f) costs of attendance of witnesses;
 - g) costs of the Insured Person's appearance during the trial, if obligatory;
 - h) the costs of amicable proceedings.

§2

1. The insurance does not cover the protection of the legal interests of the Insured relating to the following cases or events or the following costs:
 - 1) relating directly or indirectly to acts of war, social unrest, riots, lock-outs or earthquakes;
 - 2) relating directly or indirectly to nuclear damage caused by nuclear reactors or genetic damage caused by radioactivity, unless the damage results from the provision of medical care;
 - 3) events caused by the Insured Person intentionally or by gross negligence or arising from the wilful misconduct of a person for whom the Insured Person is responsible;
 - 4) events caused as a result of, or in connection with, the Insured Person being under such influence of alcohol or narcotic substances as is regarded as an offence or petty offence under the local law currently in force;
 - 5) disputes relating to the claims of the Insured Persons arising from the assignment of claims;
 - 6) proceedings before the Constitutional Tribunal, Supreme Administrative Court, Supreme Court or international tribunals;
 - 7) disputes relating to tax law, penal fiscal law, collective labour law or law on foundations and associations;
 - 8) in no case shall the insurance cover disputes between the parties to the insurance relationship (Insured Person, Policyholder, Insurer and the Representative);
 - 9) costs which are covered by compulsory third party liability insurance;
 - 10) costs that the Insured Person is or was required to pay as a result of the fact that his or her opponent lodged a counterclaim or a claim for set-off, where defence against such claims is not covered by the insurance or where a third party is required to bear the costs;
 - 11) costs relating to the settlement of a dispute, unless the costs have been agreed with the Insurer;
 - 12) the insurance does not cover any penalties, fines, costs or any charges, duties, taxes or other similar public liabilities;
 - 13) costs arising from disputes relating to family and guardianship law, law of succession, including with respect to divorce, division of the assets owned in common by spouses, separation or claims for a reserved portion of the estate.
2. Legal costs shall be deemed to be necessary and appropriate if they are not grossly disproportionate to the objective pursued (i.e. the costs must not exceed 150% of the value of the claim pursued or the value of the legal interest or damage that would have occurred had the rights concerned not been asserted).
3. Where one event gives rise to claims by the Insured Person which are only partially covered by the insurance, the Insurer shall be liable only for costs arising from the pursuit of claims that are covered by the insurance.

4. Furthermore, with respect to the legal coverage related to the ownership, use or traffic of a vehicle, the insurance does not cover the costs of disputes:
- 1) arising as a result of the lack of the vehicle documentation required by law, including a valid roadworthiness certificate;
 - 2) arising as a result of the use of a vehicle without the permits or documents required by law;
 - 3) where the costs of defending the legal interests of the Insured have been or should be covered under a third party liability insurance contract.

§3

1. Territorial scope – the insurance covers the costs of disputes conducted in Poland under Polish law.

§4

1. Franchise and own contributions – none.

§5

1. The sum insured for the costs of defending legal interest in matters related to the ownership, use or traffic of a vehicle shall be PLN 5,000.
2. The sum insured for the costs of defending legal interest in other matters related to private life shall be PLN 5,000.
3. The sums insured referred to in items: 1 and 2 shall be sub-limits of the sum guaranteed for the third party liability insurance in connection with the performance of medical activities by natural persons.