

**General terms and conditions of insurance**  
**Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna**  
**Vienna Insurance Group (hereinafter: Compensa)**

**General third party liability insurance for business operations and possession of property**

**Information on major provisions of general insurance terms & conditions mentioned  
in Article 17 (1) of the Insurance and Reinsurance Activity Act**

<b>Type of information</b>	<b>Item number in the GTC</b>
Causes the occurrence of which will oblige Compensa to pay compensation	§ 2; § 3 section 1, 2, 3, 4, 5, 7, 8 and 10; § 4; § 6 section 1 and 2; § 7 section 5, 8 and 9; § 8 section 1; § 11 section 2, 3, 6, 9, 10 and 11; § 12; Clause no. 1 item 1 and 2; Clause 1a item 1; Clause 2 item 1; Clause 3 item 1, 2 and 3; Clause 4 item 1 and 2; Clause 5 item 1; Clause 5a item 1; Clause 6 item 1 and 2; Clause 7 item 1, 2, 3, 5 and 6; Clause 8 item 1, 2 and 4; Clause 9 item 1, 2, 3, 6 and 7; Clause 10 item 1, 2, 6 and 7; Clause 11 item 1; Clause 12 item 1 and 3; Clause 13 item 1; Clause 14 item 1 and 2; Clause 15 item 1, Clause 16 item 1 and 4; Clause 17 item 1; Clause 17a item 1
Limitations and exclusions of Compensa liability providing grounds for refusal to pay or for reduction of compensation	§ 1 section 3; § 3 section 7, 9 and 10; § 5; § 6 section 3; § 8 section 2, 3 and 4; § 11 section 4, 6, 8 and 11; § 12 section 2, 5, 6 and 7; Clause 1 item 1 and 2; Clause 1a item 2, 3 and 4; Clause 2 item 2, 3 and 4; Clause 3 item 4, 5 and 6; Clause 4 item 3 and 4, Clause 5 item 2, 3, 4 and 5; Clause 5a item 2, 3, 4 and 5; Clause 6 item 2, 3, 4 and 5; Clause 7 item 3, 4 and 7; Clause 8 item 3 and 5; Clause 9 item 3, 4, 5 and 8; Clause 10 item 3, 4, 5, 8; Clause 11 item 2; Clause 12 item 2 and 4, Clause 13 item 2 and 3; Clause 14 item 3; Clause 15 item 2; Clause 16 item 2, 3, 5; Clause 17 item 3; Clause 17a item 3;

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## § 1. General provisions

1. These General Terms and Conditions (hereinafter referred to as the GTC) shall apply to third party liability insurance agreements concluded by Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group (hereinafter: Compensa) with natural persons, legal persons or organizational entities in which specific provisions vest legal personality, engaged in business activity conducted in their own name (hereinafter referred to as the Policyholders). If insurance is taken out on account of third party, in particular group insurance, the Insured Party may also constitute of natural persons not engaged in any business activity conducted in their own name.
2. The insurance agreement may be concluded in accordance with terms and conditions agreed upon by the parties that diverge from the provisions of the GTC. Any provisions that are supplementary or divergent from the GTC, as well as amendments to the insurance agreement that is concluded, shall be made in writing, otherwise being null and void.
3. Insurance cover shall not include claims for losses occurred in connection with:
  - 1) failure to perform or inadequate performance of a carriage or forwarding contract;
  - 2) use of vessels or other aircraft or spacecraft and vessels or other floating equipment, except for vessels or other floating equipment propelled by muscle power;
  - 3) liability which is or should be subject to compulsory insurance, including compulsory motor third party liability insurance, in accordance with the provisions and to the extent specified in the applicable legal provisions;
  - 4) infringements committed by the Insured Party in the performance of a regulated profession, i.e. professional activities that can be performed only upon the fulfilment of specific qualification requirements and prerequisites specified under separate legal provisions, which comprises in particular the following professions: designer, architect, attorney, notary public, legal counsel, physician, insurance broker or agent, or court bailiff.

## § 2. Definitions

The terms used in the GTC shall have the following meaning:

- 1) **acts of terrorism** – illegal activities and acts organized for ideological, religious, political or social reasons, whether individually or collectively, against persons, facilities or the society, aimed at exerting influence on the public authorities, causing chaos, intimidating the local population or disorganizing public order with the use of violence or threats of violence, committed by persons acting independently or jointly with any or on behalf of organizations or governments;
- 2) **acts of sabotage** – an intentional failure to fulfil, or defective fulfilment of one's duties with an intention to cause disorganization, damages

and/or losses in order to prevent or hinder the proper functioning of industrial facilities or institutions;

- 3) **insurance document** – a policy, cover note or certificate confirming the conclusion of an insurance agreement;
- 4) **deductible (excess)** – a percentage or amount reducing the compensation paid to the claimant or claimants. If the compensation fully exhausts the established limit of liability, the deductible (excess) shall not apply. If, in accordance with the provisions of the insurance agreement, the compensation may be paid under the risks where two or more deductibles (excesses) are applicable, one of the deductible (excess) shall apply (whichever is higher). If the claim does not exceed the deductible (excess) established in the agreement, Compensa shall not be held liable;
- 5) **lockout** – a measure of repression used by the employer against the employees who oppose the activities of the employer that are inconsistent, in their opinion, with employee interests, consisting, in particular, in a permanent or temporary closure of a workplace, whether in whole or in part, dismissal of employees, refusal to pay their salaries or withdrawal of social benefits payable on behalf of the employees;
- 6) **product liability** – liability for losses caused by a defect of the product as well as wrongful advice with regard to the use of the product or delivery of a product different than ordered;
- 7) **liability for services performed** – liability for losses caused by defective performance of works or services delivered to the recipient;
- 8) **compensation** – a cash benefit payable to the claimant if an insurance event occurs, for which the Insured Party is liable within the scope covered by the insurance agreement;
- 9) **third party** – any person other than the Policyholder or the Insured Party;
- 10) **close relatives** – spouses, cohabitants in a cohabitation relationship, siblings, ascendants, descendants, parents-in-law, children-in-law, stepfather, stepmother, stepdaughter, stepson, adopted party or adopting party;
- 11) **sublimit** – a limit established within the limit of liability, constituting a limitation of liability of Compensa due to risks subject to the sublimit. If payment of a compensation amount may take place due to risks subject to two or more different sublimits, one of the sublimits shall apply (whichever is lower);
- 12) **subcontractor** – a natural person, other than an employee, or legal person or organizational unit without legal personality that has been entrusted by the Insured Party, in their own name and on their behalf, with the performance of specific tasks, works or own services;
- 13) **business trip** – a trip taken by employee at employer's request as part of their work outside of the city where the company's registered

- office (or employee's permanent place of work) is located. A business trip also includes participation in fairs, exhibitions and conferences;
- 14) **claimant** – each and every person, except for the Insured Party, that is entitled to receive compensation if there is an insurance event for which the Insured Party is liable to the extent and on the terms and conditions set out in the insurance agreement;
  - 15) **employee** – a natural person, hired on the basis of an employment contract, appointment contract, postings, election or a cooperative employment contract, or performing work on the basis of a civil law agreement, where the Insured Party for which such work is performed is a payer of social insurance contributions. Any student, volunteer, trainee or temporary worker, entrusted by the Insured Party with the performance of specific tasks on their behalf and under their supervision, shall also be considered an employee;
  - 16) **final producer** – any entrepreneur using the Insured Party's product in order to manufacture another product (final product);
  - 17) **product** – a movable item which may constitute part of any other movable item or real estate, manufactured, sold, delivered, distributed or processed by the Insured Party or in their name which, at the time of the damage, was not in possession of the Insured Party, and for which the Insured Party is responsible. A product shall not include real estate, even if placed on the market. Animals and energy also fall within the definition of a product;
  - 18) **entrepreneur** – a natural or legal person or organizational unit having no legal personality, which has been granted legal capacity by an act of law, engaged in business activity conducted in their own name;
  - 19) **representatives of the Insured Party** – persons representing the Insured Party, considered to be:
    - a) in state-owned enterprises – the director, their deputies and proxies;
    - b) in limited liability companies and joint-stock companies – members of the management board, commercial proxies and their proxies;
    - c) in limited partnerships and limited joint-stock partnerships – general partners, commercial proxies and their proxies;
    - d) in registered partnerships – partners, proxies and their plenipotentiaries;
    - e) in professional partnerships – partners or members of the management board, commercial proxies and their proxies;
    - f) in civil law partnerships – partners and their proxies;
    - g) in cooperatives, communities, foundations, associations – members of the management board and their proxies;
  - h) in relation to natural persons engaged in business activity – the owner, proxies, directors and their deputies;
  - i) in relation to entities placed into receivership or managed by administrator or liquidator – the receiver, administrator or liquidator, respectively;
- 20) **hazardous substances** – chemical elements or their compounds in the state in which they occur naturally or are obtained using a production process, as well as their mixes which, due to their chemical, biological or radioactive properties, may pose a threat to human life or health or pollute the natural environment;
  - 21) **property damage** – damage or destruction of an item of claimant, as well as lost profits that claimant could have achieved if his property was not damaged or destroyed. Loss of an item or deprivation of the capacity to use an item due to damage or destruction of said item shall be treated as a property damage;
  - 22) **bodily injury** – death, injury and health impairment and the detriment borne by anyone as their result;
  - 23) **pure financial loss** – any loss not resulting from bodily injury or property damage, including deprivation of the capacity to use an item not arising from damage or destruction;
  - 24) **Policyholder** – an entrepreneur who enters into an insurance agreement in their own name or on account of the Insured Party;
  - 25) **Insured Party** – a person on account of whom the Policyholder has concluded the insurance agreement and whose civil liability is subject to insurance to the extent specified in the agreement;
  - 26) **pecuniary values** – domestic and foreign monetary tokens, cheques, bills of exchange and other documents substituted for cash in trading, gold, silver and products made of these metals, precious stones and pearls, platinum and other metals of the platinum group;
  - 27) **insurance event** – occurrence, during the insurance period, of loss subject to insurance cover, for which the Insured Party is liable.

### § 3. Subject and scope of insurance

1. The subject of insurance involves a statutory civil liability of the Insured Party (for a tort or for improper performance of an obligation) for bodily injuries and property damage, caused by unintentional guilt or gross negligence to third parties in connection with the activity conducted or property possessed by the Insured Party, within the range of the risks subject to insurance agreement.
2. Irrespective of the type of insurance activity specified in the agreement, to the extent specified in the GTC, with particular emphasis on the exclusions and limitations of liability of Compensa, the insurance cover shall include:

- 1) social (including catering, running canteens, bars or corner shops), cultural, educative, recreational, sports, tourist, educational, entertainment activity, or any other similar types of conducting, managing or organizing such activity for employees of the Insured Party or their families, as well as managing outpatient care for employees or their families. Otherwise than stated in § 3 sec. 7 items 2 and 7 of the GTC, even if the Policyholder has not applied for extension of the insurance cover to include damage caused by the product, the insurance cover includes civil liability for catering products and catering products associated infectious diseases, unless the Insured Party knew or should have reasonably known about the disease,
  - 2) participation in fairs, exhibitions and conferences, including the possession and own transport of property for the purpose of its display or use outside the Republic of Poland,
  - 3) training own employees by Insured,
  - 4) providing out-of-school forms of education, e.g. training, examination, and periodic schooling of employees of the Insured Party and employees of other entities associated with the activities subject to insurance,
  - 5) provision of first aid,
  - 6) marketing and sales campaigns aimed at promoting the activities conducted by the Insured Party, including issuing, publishing or distributing advertising or promotional materials to promote own activities.
3. The insurance covers also civil liability of the Insured for losses caused by employees during foreign business trips. The insurance cover does entail losses caused anywhere in the world, regardless of the substantive law on which the loss concerned is based and regardless of the location of the court or authority handling the claim, except for claims pursued before a court or based on the law of the USA, Canada, Mexico, Australia, New Zealand and territories under their jurisdiction.
  4. The insurance cover does entail civil liability of the Insured Party in relation to subcontractors for losses done to them in connection with the insured activities. Insurance cover does exist as long as the subcontractor is not the Insured Party under the insurance agreement and the damage does not pertain to the subject of the work or services performed / being performed or to a product placed on the market.
  5. Subject to other provisions of the GTC, the insurance cover does entail the civil liability of the Insured Party for losses resulting from failures of water supply, sewage, central heating, and A/C systems, gas and power supply installations, and damages caused by backflow of liquid from the sewage pipeline;
  6. Providing insurance cover referred to in sec. 2, 3, 4, and 5 does not affect the amount of insurance premium. Absence of any of the above risks does not constitute a basis for change of the premium amount.
7. Subject to other provisions of the GTC and as long as the Policyholder applied for this it in connection with the conclusion of the insurance agreement, the insurance cover shall also include, up to the limit of liability or sublimit (if such sublimit has been established) the civil liability for the following claims or losses:
    - 1) in buildings and premises subject to lease, rental or used by the Insured Party on the basis of other agreements of similar nature;
    - 2) caused by product and services being performed, to the extent specified in the GTC, with particular emphasis on the exclusions and limitations of liability of Compensa;
    - 3) caused by vehicles exempt from compulsory motor third party liability insurance;

Compensa shall pay compensation where the losses caused by low-speed vehicles arise from the operation of such vehicles in accordance with their function and intended purpose in connection with the insured activities of the Insured Party (Policyholder) and not resulting from the use of such vehicles on public roads. Where, in light of the applicable regulations, the loss concerned should be covered by compulsory motor third party liability insurance, Compensa shall have the right of recourse against the insurer providing the insurance concerned.

    - 4) caused in underground installations and equipment;
    - 5) subject to the provisions of § 5 sec. 1 item 38) of the GTC – arising during or as a result of loading or unloading operations;
    - 6) arising as a result of the use of pneumatic hammers, hydraulic breakers or pile drivers; however, the insurance does not cover any losses caused by vibrations and oscillation (§ 5 sec. 1 item 27 of the GTC);
    - 7) caused by transmission of infectious diseases, unless the Insured Party knew or should have reasonably known about the disease;
    - 8) subject to the provisions of clauses 5 and 5a – losses caused intentionally by any employees of the Insured Party, including damages caused under the influence of alcohol, while intoxicated, under the influence of drugs or other intoxicating substances, if such condition had impact on loss occurrence or amount of loss (representatives clause). Insurance cover shall not include losses caused intentionally by representatives of the Insured Party. Compensa shall retain the right of recourse in relation to the perpetrator of loss;
    - 9) the recourse claims made against the Insured Party due to liquidated damages to be paid by third parties as a result of bodily injury or property damage subject to insurance, for which the Insured Party is liable;

- 10) the costs of implementation by the Insured Party of a temporary court ruling on securing of the loss indemnification claim for which the Insured Party may be held liable, including by placement of a sum of money to a court deposit, proportional to Compensa share in the compensation to be paid. If the claim security is released or the deposit has been returned, the Insured Party shall immediately return to Compensa the amounts reclaimed in the amount previously paid.
8. In the case of extension of the cover with product liability, without the need to extend the territorial scope by clauses 1 or 1a, the insurance also covers losses caused by products outside the Republic of Poland where said products have been purchased and marketed in the Republic of Poland but were not prepared for export, and the Insured Party was unaware that they will be exported (indirect export). The above principle also applies to items subject to repair, service, processing, cleaning or other activities performed on such items by the Insured Party.
- Insurance cover does not include:
- any losses arising in the USA, Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction; and
  - claims pursued before a court or on the basis of the law of the USA, Canada, Mexico, Australia, New Zealand and the territories under their jurisdiction;
9. The insurance agreement concluded on the basis of the GTC shall not cover any claims for performance or due performance of an obligation, claims associated with substitute performance and reimbursement of costs borne for performance of an obligation.
10. Claims for lost profits or other losses resulting from an event are covered by insurance as long as the bodily injury or property damage that they are consequence of is subject to insurance cover under the GTC.
11. The insurance cover may be additionally modified by inclusion of additional clauses into the scope of insurance.

#### § 4. Temporal scope of coverage

1. The insurance covers insurance events which occurred in the insurance period, however, the liability of Compensa applies in cases where the associated claims have been lodged prior to expiry of the limitation period.
2. All losses resulting from the same cause, e.g. the same design, construction, production or information error, or in the case of delivery of products having the same defect (serial loss), regardless of the date of their occurrence, shall be treated as a single insurance event, and the date of its occurrence shall be, for the purpose of determination of Compensa liability, the date of occurrence of the first of them.
3. The insurance covers all losses in the series, provided that the first of them occurred in the insur-

ance period. In such case, all losses in the series shall be subject to cover, even if they occurred after the expiry of the insurance period.

4. In the case of any doubts with regard to the time of occurrence of bodily injury, it is assumed to be the date on which the claimant consulted a doctor for the first time in connection with the symptoms subject to the claim.

#### § 5. Risks excluded from the scope of insurance

1. The scope of insurance does not include and Compensa is not liable for the following losses:

Subjective exclusions

- 1) done to the partners of the Insured Party or companies in which the Insured Party is a partner, general partner or shareholder;

Intentional misconduct

- 2) caused intentionally by representatives of the Insured Party. In relation to product liability and liability for services performed / being performed, it is assumed that if the Insured Party knew of a defect in such product or service, their acts or omissions shall be treated as intentional. Losses arising in connection with activities performed without the required licenses, permits or qualifications, if these are required by legal provisions, shall be interpreted as an intentional misconduct;

Personal interests, legal defects, penal claims

- 3) associated with violation of personal interests other than a bodily injury in the meaning of the GTC, intellectual property rights, copyrights, patents, trademarks, and provisions on counteracting dishonest competition and antitrust law;
- 4) subject to the provisions of § 3 sec. 7 item 9) of the GTC – consisting on the obligation of payments of penal nature (including punitive & exemplary damages, vindictive damages), court and administrative fines, as well as compensations and costs borne due to withdrawal from the obligation, public dues and processing fees;

Contractual liability, compulsory insurance based on foreign jurisdiction

- 5) resulting from contractual extension of liability beyond the liability regulated by legal provisions or from a contractual acceptance of civil liability of another person (entity);
- 6) subject to compulsory civil liability insurance which the Insured Party was obliged to obtain on the basis of legal provisions other than the Polish law;

Product and services liability

- 7) caused by defects of product, which, prior to its marketing, had not been sufficiently tested for use or functioning in accordance with the intended purpose, taking into account the applicable standards of science and technology;
- 8) caused by a product without valid attestation, certificate, permit allowing for marketing, pro-

vided that such attestation, certificate, or permit is required by law. Losses caused by such product shall be treated as caused intentionally;

- 9) caused by a product used in aviation or spacecraft, as well as losses associated with production, maintenance and service of aircraft or spacecraft;
- 10) caused by products containing silicone used for medical purposes;
- 11) caused by products containing human blood, plasma or blood derivatives;
- 12) caused by contraceptives;
- 13) caused by tobacco products as well as derivatives or equivalent of tobacco products (e.g. heated tobacco, e-cigarettes);
- 14) caused by products containing toxic mould, toxic substances from fungi or spores, bio-contaminants;
- 15) that occurred in the product itself;
- 16) connected with the necessity to recall the product from the market;
- 17) arising in the work or service performed or being performed;
- 18) arising in connection with underwater works, construction, ownership, maintenance or use of dams, gates, sea ports, docks, oil platforms, piers and wharfs;
- 19) caused by organization of races;
- 20) associated with storage, production, processing, handling, use, trade or transport of explosives, pyrotechnic articles, weapon, combat gear or ammunition, subject to clauses 13 and 16;

#### Of general nature

- 21) arising from a damage to the genetic code;
- 22) resulting directly or indirectly from transmissible spongiform encephalopathy (TSE, BSE, vCJD) or HIV;
- 23) caused directly or indirectly by activity of a genetically modified organism (GMO), any protein derived from it or any product containing such component or protein;
- 24) caused by the impact of nuclear power, ionizing radiation, laser and maser radiation, radioactive contamination or impact of a magnetic or electromagnetic field;
- 25) resulting from warfare, state of emergency, strikes, lockouts, acts of vandalism, sabotage or acts of terrorism;
- 26) resulting from fungus growth, slow or long-term influence of temperature, gas, steam, drainage water, humidity, dust, soot, smoke, noise, unless the factor which affects the environment in a continuous way leads to a sudden and unexpected loss;

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- 27) resulting from vibrations and oscillation;

- 28) property damage caused by subsidence of ground, landslides, flooding by standing or flowing water;
- 29) caused by asbestos, formaldehydes, dioxins, blood or blood derivatives;
- 30) in pecuniary values, pieces of art, philatelic collections, antiques and collector's items;
- 31) resulting from misleading advertising or announcement;
- 32) caused by all kinds of computer viruses and any other software that interferes with the operation of any software or electronic devices;
- 33) due to inability to read or improper reading of dates due to the fact that in software, hardware or other electronic systems the year number storage fields are displayed with an insufficient number of characters;
- 34) regulated by the provisions transposing Directive 2004/35/EU of the European Parliament and of the Council of 21 April 2004 on environmental liability with regard to the prevention and remedying of environmental damage, with further amendments, and in particular the Act on prevention and remedying of environmental damage;
- 35) subject to compensation on the basis of the geological or mining law;
- 36) in land, subject to the provisions of § 17 clause 4;
- 37) occurring due to normal wear and tear;
- 38) within the subject of loading works;
- 39) caused by running or owning of a landfill site.

#### Warranty and Guarantee

- 40) Subject to the provisions of clauses no. 7, 9, 10, the insurance cover does not cover any claims arising from the regulations on warranty and guarantee.
2. Any events and their consequences as well as other circumstances which might result in Compensa being obliged to provide payments to the extent in which it would violate any applicable international legal provisions enforcing economic or trade sanctions, or other applicable regulations of the United Nations or of the European Union, as well as other applicable provisions or regulations enforcing economic or trade sanctions, shall be excluded from the scope of insurance cover.
  3. Unless the scope of insurance has been extended by inclusion of additional clauses, as specified in § 17 of the GTC, Compensa is not liable for the following losses:
    - Teritorial scope
      - 1) subject to § 3 sec. 2 item 2, 3, and 8 of the GTC, occurred outside the territory of the Republic of Poland (inclusion within the scope specified in clause 1),
      - 1a) occurred in the USA, Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction (inclusion within the scope specified in clause 1a);

Lease of movables

- 2) In movables used by the Insured Party on the basis of lease, rental, lending, leasing agreement or other similar agreements (inclusion within the scope specified in clause 2);

The Employer

- 3) done to employees of the Insured Party (inclusion within the scope specified in clause 3);

The Environment

- 4) occurring directly or indirectly as a result of emission, leakage, release or any other form of penetration of any hazardous substances into the air, soil or water (inclusion within the scope specified in clause 4);

Property in care and held for the purpose of performance of services

- 5) In movables under care, supervision or control of the Insured Party or subject to processing, cleaning, repair, servicing, packaging or any other tasks performed as part of the services performed by the Insured Party (inclusion within the scope specified in clauses 5 or 5a);

Cross liability

- 6) resulting in claims between Insured Parties on the basis of the same insurance agreement (inclusion within the scope specified in clause 6);

Product liability

In the case of extension of the insurance cover by product liability

- 7) incurred by the final producer due to defects in products delivered by the Insured Party. This exclusion shall not apply to bodily injuries or property damage caused by a defective final product (inclusion within the scope specified in clause 7);

- 8) incurred by third parties due to defects in products manufactured, processed or redeveloped using machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party. This exclusion shall not apply to bodily injuries or property damage caused by a defective final product (inclusion within the scope specified in clause 8);

- 9) incurred by third parties for removal, disassembly or uncovering of defective products and for assembly, fixing or placement of a product free from defects (inclusion within the scope specified in clause 9);

Labels and packaging

- 10) incurred by third parties due to defects in labels and packaging made by the insured party (inclusion within the scope specified in clause 10);

Energy supplied and/or produced

- 11) caused by the energy supplied or produced as well as losses arising from failure to supply energy or supply of energy whose parameters are different from the agreed ones (inclusion within the scope specified in clause 11);

Pure financial loss

- 12) consisting in occurrence of pure financial losses (inclusion within the scope specified in clause 12);

Demolition works

- 13) resulting from demolition or dismantling works (inclusion within the scope specified in clause 13);

Documents

- 14) consisting in loss, disappearance or destruction of documents entrusted to the Insured Party in connection with their activity subject to insurance (inclusion within the scope specified in clause 14);

Liability of the lessor

- 15) losses caused to lessees of the Insured Party for whom the Insured Party is responsible (inclusion within the scope specified in clause 15);

Events

- 16) occurring in connection with events organised by the Insured Party, other than the ones specified in § 3 sec. 2 of the GTC, including losses caused by a fireworks display (inclusion within the scope specified in clause 16);

Subcontractors

- 17) caused by subcontractors acting for and on behalf of the Insured Party (inclusion within the scope specified in clauses 17 or 17a);

## § 6. Payments

1. Within its liability, up to the limit of liability or the sublimit, Compensa shall pay compensation to the injured party, which the Insured Party is obliged to pay.
2. If an insurance event falls within the insurance cover, Compensa shall also cover the following:
  - 1) the costs of remuneration of experts appointed in consultation with Compensa in order to determine the circumstances, causes, and amount of loss. In relation to losses occurring in the Republic of Poland, the costs are covered above the limit of liability. If the amount of claims resulting from an event is higher than the limit of liability, Compensa shall cover the costs proportionally to the ratio of the limit of liability to the amount of claims. In relation to losses arising outside the Republic of Poland, the costs of experts are covered within the limits of the limit of liability. Payment of the amount equal to the limit of liability and proportional coverage of the already existing costs of expert fees shall release Compensa from the obligation to make any further payments;
  - 2) the costs of defence at court in a civil litigation, conducted at the request of Compensa or upon its consent. In relation to losses occurring in the Republic of Poland, the costs are covered above the limit of liability. If the amount of claims resulting from an accident is higher than the limit

of liability, Compensa shall cover the costs proportionally to the ratio of the limit of liability to the amount of claims – also when a single event has led to several court litigations. In relation to losses arising outside the Republic of Poland, the costs of defence at court are covered within the limits of the limit of liability. Payment of the amount equal to the limit of liability and proportional coverage of the already existing costs of court defence shall release Compensa from the obligation to make any further payments;

- 3) costs of defence if, as a result of an event giving rise to the liability of Compensa, criminal, administrative or disciplinary proceedings have been initiated against the perpetrator, and Compensa demanded appointment of a defence attorney or has given consent to cover such costs. The costs are covered as part of the limit of liability;
  - 4) costs resulting from application by the Insured Party, after occurrence of an insurance event, of any measures aimed at preventing or mitigating the loss, even if these have turned out to be ineffective. The costs are covered as part of the limit of liability.
3. Compensa shall not be held responsible for any additional costs that arise from a situation where the Insured Party fails to give its consent for conclusion by Compensa of a settlement agreement with the claimant or for remedy of its claims. The above shall apply also if the compensation amount is higher than suggested in the proposed settlement.

## **§ 7. Insurance agreement, insurance period, and liability period**

1. The insurance agreement shall be concluded on the basis of an inquiry of the Policyholder and the information provided by them, that were requested by Compensa in writing. The information provided by the Policyholder shall constitute an integral part of the insurance agreement.
2. The inquiry of the Policyholder should contain at least the following information:
  - 1) first name and surname or name and address of the Policyholder and the Insured Party, if the insurance agreement has been concluded on account of another person;
  - 2) the requested insurance period;
  - 3) the requested limit of liability;
  - 4) turnover in the period preceding the conclusion of the insurance agreement and expected in the insurance period;
  - 5) number, size, and type of losses arising in a period of the last three years, for which the Insured Party is liable or which have resulted in claims made against the Insured Party in that period;
  - 6) precise specification of the type of activity requested to be insured. If the type of activity requested to be insured does not constitute the entire scope of the actual activity, the

Policyholder or the Insured Party, if the insurance agreement has been concluded on account of another person, shall inform Compensa of this fact, indicating the types of activity which have not been requested;

- 7) the requested scope of insurance.
3. The Policyholder may conclude an insurance agreement for the benefit of another party (insurance on account of a third party).
  4. In the case of conclusion of an insurance agreement on account of a third party, all terms and conditions of insurance applicable to the Policyholder shall also apply to the Insured Party.
  5. Compensa hereby reserves the right to monitor the insurance risk also after the conclusion of the insurance agreement.
  6. Compensa confirms the conclusion of the insurance agreement with an insurance document.
  7. Unless agreed otherwise, the insurance agreement shall be concluded for a period of 12 months.
  8. Unless agreed otherwise, Compensa liability shall commence on the date stated in the insurance document as the beginning of the insurance period, however, no earlier than on the day following the date of conclusion of the agreement and payment of the premium or the first instalment of said premium.
  9. If Compensa has given its consent to the commencement of insurance cover prior to the payment of the premium or of the first instalment of the premium (deferred payment), insurance cover shall start on the date specified in the insurance document.
  10. The insurance agreement shall expire:
    - 1) upon expiry of the insurance period for which it was concluded;
    - 2) upon termination of the agreement prior to the agreed date of expiry of insurance cover, based on a mutual agreement of the parties or a notice of termination;
    - 3) upon renunciation from the agreement;
    - 4) upon exhaustion of the limit of liability through payments in the amounts equivalent to the limit of liability, subject to the provisions of § 6 sec. 2 of the GTC. Exhaustion of the limit of liability shall be equivalent to taking full advantage of the insurance cover.
  11. If the agreement has been concluded for a period longer than six months, the Policyholder shall have the right to renounce the insurance agreement within 7 days after its conclusion.
  12. In the case of conclusion of a group insurance agreement on account of third parties, the conditions, procedure, and dates to leave the group insurance agreement for particular Insured Parties shall be each time set forth in the concluded group insurance agreement on account of third parties.
  13. Subject to the provisions of § 9 sec. 7 of the GTC, an insurance agreement concluded for a limited

period may be terminated by notice by Compensa with immediate effect in situations referred to in the act of law, and also in the case of:

- 1) commitment by the Policyholder or the Insured Party, if the insurance agreement has been concluded on account of another person, of an criminal offence associated with the conclusion or performance of the insurance agreement;
- 2) loss by the Insured Party of the right to perform the activity subject to insurance;
- 3) occurrence of the circumstances referred to in § 11 sec. 5 of the GTC.

## § 8. Limit of liability

1. The limit of liability is specified by the Policyholder.
2. Unless agreed otherwise, the limit of liability shall constitute the upper limit of Compensa liability in relation to each and all events in the insurance period, cumulatively for all losses and costs paid within that amount in the situations referred to in § 6 sec. 2 of the GTC.
3. In relation to specific risks, types of losses or due to a single insurance event, the insurance agreement may define sublimits.
4. The limit of liability shall be reduced each time by the amount of the compensation paid, until its complete exhaustion. This principle shall apply to the sublimits as well. Payment of compensation within a given sublimit shall result in reduction of the limit of liability and of the applicable sublimit. If, as a result of payment from general limit (not limited by sublimits), the limit of liability is reduced to the sublimit level, the subsequent payment shall result in reduction of both the limit of liability and the sublimit concerned.
5. On the request of the Policyholder, on terms agreed upon by the parties to the agreement and upon payment of an additional premium by the Policyholder, Compensa shall, in a given insurance period, increase or replenish the limit of liability or individual sublimits, the amount of which has been reduced or exhausted upon payment.

## § 9. Insurance premium

1. The premium shall be calculated for the period of Compensa liability.
2. The premium amount shall be specified in the insurance agreement, on the basis of the table of rates applicable on the date of conclusion of the insurance agreement or the individual risk assessment.
3. In the case of lack of specific arrangements, the Policyholder shall pay the premium upon the conclusion of the insurance agreement.
4. Upon the request of the Policyholder, the premium may be divided into instalments. The amount and deadlines for payment of the first instalment and any instalments to follow shall be specified in the insurance agreement.
5. If the premium is paid in instalments, failure to pay the next instalment of the premium on time shall

result in the cessation of liability of Compensa after 7th day from the date on which the Policyholder receives a written notice to pay the premium instalment, together with information on the consequences of non-payment, as long as the payment is not done within that time limit.

6. If the payment is made by bank transfer or postal order, the payment is considered to be done at the time of placement of the payment order to the account of Compensa with the bank or at the post office, provided that sufficient cleared funds were available in the account of the Policyholder. Otherwise, the date of payment is the date on which the account of Compensa is credited with the full amount of the required premium or its instalment.
7. In the case of termination of the insurance agreement prior to the expiry of the period for which it was concluded, the Policyholder shall be entitled to have the premium returned for each day of unused insurance cover.

## § 10. Premium amount

General Terms and Conditions of Civil Liability Insurance

1. The insurance premium amount shall depend in particular on:
  - 1) type of activity of the Insured Party and possessed property;
  - 2) scope of insurance;
  - 3) limit of liability;
  - 4) turnover;
  - 5) number of employees;
  - 6) payroll fund;
  - 7) insurance period;
  - 8) amount of deductible (excess);
  - 9) individual risk assessment.
2. If the turnover is taken into account as a basis for calculation of the premium, it shall be understood as the total proceeds from the sale of goods or services expected in the insurance period. If the payroll fund serves as a basis for calculation of the premium, it shall be understood as the total personal salaries, including commissions and bonus amounts, constituting profit shares, rewards, and other forms of remuneration subject to personal income tax in the insurance period.
3. If the premium is calculated on the basis of the turnover or payroll fund, Compensa may use the declared values to specify the minimum premium paid by the Policyholder in the form of an advance payment (so-called minimum and deposit premium), settled at the end of the insurance period on the basis of data consistent with the accounting records, reflecting the real turnover achieved in the insurance period, or the payroll fund implemented in the same period. After the end of the insurance period, Compensa shall calculate the final premium on the basis of the actual value of the data used in the calculations. The Policyholder is obliged, within

60 days from conclusion of the insurance period, to inform Compensa of the real values attained in the insurance period for the purpose of final settlement of the insurance premium. If the final premium is lower than the minimum premium provided for in the agreement, the difference is not reimbursable. If the final premium is higher than the minimum premium, the Policyholder shall pay the difference within 15 days after receipt of the request for payment. After the expiry of this term, Compensa shall have the right to charge statutory interest for delay.

## **§ 11. Rights and obligations of the parties to the insurance agreement**

1. The obligations associated with the conclusion and performance of an insurance agreement on account of a third party shall be applicable to the Policyholder and the Insured Party, unless the Insured Party was unaware of the insurance agreement being concluded on their behalf. The obligation to pay the premium shall be applicable solely to the Policyholder.
2. Where the insurance agreement is concluded on account of another person, the Policyholder and the Insured Party shall inform Compensa of all the circumstances known to them which were requested by Compensa in the offer form or in any other documents prior to conclusion of the insurance agreement. If the Policyholder enters into the agreement through a representative, this obligation also rests on the representative and, in addition, applies to the circumstances known to him. If Compensa enters into the insurance agreement despite lack of answers to particular questions, the circumstances disregarded shall be considered to be irrelevant.
3. If the insurance agreement states that during its term it is necessary to report changes in the circumstances referred to in sec. 2, the Insured Party and the Policyholder shall inform Compensa of any such changes immediately after becoming aware of them.
4. Compensa shall not be liable for the consequences of circumstances of which it has not been notified in breach of sec. 1 - 3 above. If violation of the sections listed above took place as a result of an intentional misconduct, in case of doubt it is assumed that the event provided for in the agreement and its consequences are considered to have resulted from the circumstances referred to in the previous sentence.
5. If there are circumstances revealed, which result in a major change of probability of an insurance event, each party to the insurance agreement may request a corresponding amendment of the premium amount, starting from the time when the circumstance occurred, but not before the commencement of the current insurance period. If such a request has been made, the other party to the insurance agreement may terminate by notice within 14 days the agreement with immediate effect.
6. The Policyholder and the Insured Party shall notify Compensa of each and every insurance event immediately, however, no later than within 7 days from the date of acknowledgement of such event. In the case of violation – whether through an intentional misconduct or gross negligence of the Insured Party or of the Policyholder – of the obligations referred to in the previous sentence, Compensa may reduce the indemnity accordingly, if such violation resulted in an increase of loss amount or prevented Compensa from determining the circumstances and consequences of the loss.
  - 1) Upon receipt of a notification of an insurance event, within 7 days after the date of receipt of such notification, Compensa shall notify this fact to the Policyholder or the Insured Party, if they are not the parties making such notification, and shall initiate proceedings to determine the actual circumstances of the event, legitimacy of the claims made and the compensation amount, and shall also inform the party making such claims in writing, or by any other means consented to by that party, about the documents necessary to determine the scope of Compensa liability or the compensation amount, if it is required to continue with the proceedings.
  - 2) In the case of an insurance agreement concluded on account of third party, in particular for group insurance, the Insured Party or his heirs may also notify an insurance event. In such case, an heir is treated as a person entitled under the insurance agreement.
7. The Policyholder, the Insured Party or his heirs are obliged to cooperate with Compensa in order to clarify all the circumstances of the loss, legitimacy, and compensation amount.
8. If the Policyholder or the Insured Party, whether intentionally or due to gross negligence, failed to fulfil their obligations aimed at rescuing, preventing or mitigating the damage, Compensa shall not be held liable for any associated losses.
9. If criminal or civil law proceedings have been instigated against the Insured Party, aimed at enforcing payment of a compensation, the Insured Party shall inform Compensa of this fact immediately, however, no later than within 3 days after receipt of information concerning the initiation of said proceedings (receipt of a letter, lawsuit, decision or any other document) and no later than 1 day prior to the final deadline for appeal. The Insured Party shall engage in cooperation allowing Compensa to act in the civil proceedings as a secondary intervener for the purpose of defence against an unfounded claim, reaching of settlement or acceptance of the claim. Within the limits of the insurance cover granted, Compensa shall act in the litigation as a secondary intervener, if deemed appropriate.
10. The Policyholder, the Insured Party or his heirs shall provide the powers of attorney and authorizations whichever may be necessary for Compensa to engage in action aimed at clarifying the case and defend against claims made by third parties, and

in particular allow a representative of Compensa or persons acting on their behalf to perform acts aimed at clarification of the causes, extent, and circumstances of the loss.

11. The Policyholder, the Insured Party or his heirs are not entitled, without the consent of Compensa, to perform any acts aimed at recognition or settlement of the claim or at reaching any agreement with the claimant. In the case of violation of this prohibition, Compensa shall not be liable for payment of the compensation or may reduce the compensation amount, depending on the impact of the acts performed by the Policyholder or the Insured Party or his heirs on liabilities of the parties, unless, due to the circumstances of the case, the Policyholder or the Insured Party or his heirs could not act otherwise.
12. If there is a reason to believe that the loss is a result of a criminal offence, the Insured Party is obliged to immediately notify the Police.
13. The Insured Party is obliged to secure the possibility of pursuing claims against the persons responsible for the loss.

## § 12. Determination and payment of the compensation

1. Compensa shall pay the compensation on the basis of recognition of the claim by claimant or of persons entitled under the insurance agreement as a result of the investigation conducted to clarify the course of events and the legitimacy of the claims, the agreement reached with claimant or the final court ruling.
2. Compensa shall pay the compensation in the amount of loss, within the scope set forth in the insurance document, however, not higher than the limit of liability specified in the insurance document and the sublimits specified therein.
3. Compensa is obliged to pay the compensation within 30 days from the date of receipt of a notice of an insurance event. If it turns out it is impossible to clarify the circumstances necessary to determine the liability of Compensa or the compensation amount within the deadline specified above, the compensation shall be paid within 14 days from the day on which, upon exercising due diligence, it becomes possible to clarify these circumstances. However, the indisputable amount of the compensation shall be paid by Compensa within 30 days from the date of receiving the notice of an insurance event.
4. If Compensa does not pay the compensation within the time limits specified in the act of law or the agreement, it shall notify the person making the claim and the Insured Party in writing, in the case of an insurance agreement on account of a third party, about the reasons for its inability to compensate the claims in whole or in part.
5. If the compensation is not applicable or is applicable in the amount other than specified in the claim, Compensa shall inform the person making the

claim and the Insured Party, in the case of conclusion of an insurance agreement on account of third parties, in particular for group insurance, unless the Insured Party is the claimant, of this fact in writing, specifying the circumstances and the legal basis justifying the refusal to pay the compensation in whole or in part. Such information shall include a guiding note about an option to assert claims in court.

6. The compensation amount determined shall be reduced by the deductible (excess) amount specified in the insurance document, if applicable.
7. If criminal proceedings have been instigated against the perpetrator, or the claimant has lodged a claim for compensation in court, and the Insured Party, the Policyholder or his heirs failed to perform the duties defined in § 11 sec. 9 or sec. 10, Compensa shall not cover the costs referred to in § 6 sec. 2 items 2) and 3) of the GTC, nor the interest rates or costs of court proceedings awarded by the court against the Policyholder or the Insured Party, to the extent in which an appropriate notice would have prevented the emergence of such payment obligation.

## § 13. Complaints and disputes

1. A complaint may be filed:
  - 1) in writing – in person or by post addressed to any unit of Compensa providing customer service, e.g. by writing to: Compensa, ul. Wołoska 22A, 02-675 Warszawa;
  - 2) electronically (e-mail: reklamacje@wiener.pl, form available at [www.wiener.pl](http://www.wiener.pl))
  - 3) verbally (in person for the record or by calling +48 42 469 69 69).
2. A complaint must include:
  - 1) first name, surname (business name), address, and phone number of the person making the complaint;
  - 2) loss number or policy number;
  - 3) subject of the complaint;
  - 4) justification of the complaint, providing evidence, if any.
3. Compensa shall consider the complaint immediately, and at any rate no later than within 30 days after it is received. If it is not possible to consider a complaint or reply within the indicated deadline due to the exceptional complexity of the case, the deadline shall be extended to no more than 60 days from the date of receipt of the complaint. Compensa shall inform the person making the complaint of the following:
  - 1) reason for the delay;
  - 2) circumstances which must be established in order to resolve the case;
  - 3) expected time frame required to resolve the complaint and provide a response.
4. Compensa shall inform the person making the complaint how the complaint will be handled on

paper or in other durable medium, however, a complaint response from Compensa via email shall only be available on the request of the client.

5. A natural person who has made a complaint has the right to:
  - 1) file a notion to the Financial Ombudsman to review the case;
  - 2) apply to the Financial Ombudsman with a request for initiation of proceedings by means of out-of-court dispute resolution between a client and a financial market entity referred to in the Act of 5 August 2015 on the review of complaints by financial market entities and on the Financial Ombudsman.
6. The entity authorized by Compensa to conduct proceedings by means of the out-of-court dispute resolution with consumers within the meaning of the Act of 23 September 2016 on out-of-court consumer dispute resolution is the Financial Ombudsman (Al. Jerozolimskie 87, 02-001 Warszawa; www.rf.gov.pl).
7. The dispute may be resolved either by the Arbitration Court to the Polish Financial Supervision Authority (KNF) in the manner indicated in the rules and regulations of said Court (www.knf.gov.pl).
8. The legal action under the insurance agreement may be initiated in accordance with the legal provisions on general jurisdiction or before a court of law having jurisdiction over the place of residence or the registered office of the Policyholder, the Insured Party or the person entitled under the insurance agreement, or by a court of law having jurisdiction over the place of residence of the heir to the Insured Party or the heir eligible under the insurance agreement.
9. Compensa is subject to the supervision of the Polish Financial Supervision Authority.

#### **§ 14. Recourse claims**

1. As of the date of payment of the compensation by Compensa, the claims of the Insured Party against any third party responsible for the loss shall be transferred by law to Compensa to the amount of the compensation paid.
2. If Compensa has only covered part of the compensation amount, the Insured Party shall have precedence over claim of Compensa as to the remaining part.
3. Claims of the Insured Party against persons cohabiting with the Insured Party and employees shall not be transferred to Compensa, unless the loss was intentional.

#### **§ 15. Notifications and statements**

1. Any notifications and statements associated with the performance of the insurance agreement shall be submitted to Compensa in writing.
2. Notifications and statements submitted to the insurance agent, acting for or on behalf of Compensa, shall be considered to have been filed to Compensa.

3. With reference to notifications or statements sent via a registered letter, the postmarked date shall be decisive for determination whether the deadlines specified in the GTC have been met.

#### **§ 16. Entry of the GTC into force**

The GTC have been approved by the Resolution of the Management Board of Compensa TU S.A. Vienna Insurance Group No. 01/07.2024 of 1 July 2024, and shall come into force on 1 July 2024.

#### **§ 17. Additional clauses**

1. The risks of occurrence of losses listed in § 5 sec. 3 of the GTC may be subject to insurance cover to the extent specified in these clauses.
2. In matters not regulated by the provisions of the additional clauses, the provisions of the main body of the GTC shall apply. In the case of concurrence of these provisions, the additional clauses shall prevail.

#### **Clause no. 1**

##### **Inclusion of liability for losses arising outside the Republic of Poland**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request the civil liability of the Insured Party for losses arising outside the Republic of Poland shall be included within the scope of insurance cover, however, excluding losses arising within the U.S.A., Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction.
2. With the exclusion of claims pursued before a court or on the basis of the laws of the USA, Canada, Mexico, Australia, New Zealand and the territories under their jurisdiction, the insurance cover does apply to any claims pursued on the basis of the law of any state or before any court or authority of any state.

#### **Clause no. 1a**

##### **Inclusion of liability for losses arising within USA, Canada, Mexico, Australia, New Zealand, and territories under their jurisdiction**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the civil liability of the Insured Party for losses arising in the USA, Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction as well as claims pursued before any court or based on the law of USA, Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction shall be included within the scope of insurance cover.
2. Insurance shall not include civil liability associated with the activity of the Insured Party through any organizational units having their registered office and engaged in operations in the USA, Canada, Mexico, Australia, New Zealand, and the territories under their jurisdiction.
3. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:

- 1) in the form of repressive compensation (punitive or exemplary damages), in particular administrative penalties;
  - 2) arising in connection with possession or lease of premises to serve as representative offices, warehouses, exhibition space, and production plants;
  - 3) associated with accidents at work or occupational diseases of employees of the Insured Party, as well as employees providing services on the basis of mandate contracts, project contracts or under similar legal relationships, unless the claim of the claimant and liability of the Insured Party due to the accident at work are subject to the laws and jurisdiction of Poland.
4. The liability of Compensa for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## **Clause no. 2**

### **Inclusion of liability for losses in movables used by the Insured Party on the basis of lease, rental, lending, leasing or similar agreement**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the civil liability of the Insured Party for losses consisting in damage to, or destruction of, any movables used by the Insured Party on the basis of an agreement for lease, lending, rental, leasing or other similar agreements, and used for the purpose of the business activity conducted, shall be included within the scope of insurance cover.
2. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) in items of scientific, artistic, historic, collector's value;
  - 2) caused by normal wear and tear or use of an item in a manner which is inconsistent with its intended purpose or the user manual provided by the manufacturer;
  - 3) in items made of glass, terracotta, ceramics or plastics, unless they constitute an integral part of any item referred to in sec. 1;
  - 4) in vehicles, motorcycles or their equipment, as well as items left in them.
3. To the extent specified in this clause, insurance cover shall not include losses in movables to the extent in which a given movable item, which has been damaged, is covered by property insurance.
4. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## **Clause no. 3**

### **Inclusion of liability for losses suffered by employees of the Insured Party (civil liability of the employer)**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the civil liability of the Insured Party for bodily injury due to accidents at work as defined in the Act on social insurance due to accidents at work and occupational diseases shall be included in the scope of insurance cover.
2. Insurance cover shall also include property damage suffered by employees of the Insured Party.
3. Insurance cover shall also include pure financial losses suffered by employees of the Insured Party as a result of a breach of the regulations on the protection of personal data.
4. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) due to emergence of occupational diseases;
  - 2) based on recourse claims of any institution obliged to pay benefits due to accidents at work and benefits payable to the claimant on the basis of the provisions of the Act on social insurance due to accidents at work and occupational diseases;
  - 3) in pecuniary values;
  - 4) in items left in vehicles.
5. Insurance cover shall not include the liability of the Insured Party subcontractors for losses suffered by its employees.
6. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## **Clause no. 4**

### **Inclusion of liability for losses arising directly or indirectly from emission, leakage, release or any other form of penetration of any hazardous substances into air, water or soil**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include civil liability of the Insured Party for:
  - 1) bodily injury and property damage arising directly or indirectly from emission, leakage or any other form of penetration of any hazardous substances into the air, water or soil;
  - 2) costs of removal, neutralization or treatment of ground or water aimed at elimination of pollutants, suffered by third parties.
2. Insurance cover shall be granted on the basis of this clause if the losses and costs are caused by a sudden, identifiable, unforeseen, single, unintended accident, departing from normal operation of the plant, which occurred entirely at a given time and

place and which was discovered within 72 hours since its occurrence.

3. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) constituting costs of survey or monitoring of, or control over, environmental pollution and environmentally harmful substances;
  - 2) constituting costs of removal of environmentally harmful substances from real estate owned, possessed, leased or otherwise controlled by the Insured Party. This exclusion shall not apply in cases where these costs were purposeful for the mitigation of losses covered under this clause;
  - 3) caused by underground operations and by extraction, damage to or destruction of underground substances (e.g. crude oil, gas).
4. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 5**

##### **Inclusion of liability for losses in movables under care, supervision or control of the Insured Party or subject to processing, cleaning, repair, servicing, packaging or other tasks performed as part of services rendered by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include civil liability of the Insured Party for losses in movables:
  - 1) under the care, supervision or control of the Insured Party, which occurred as a result of damage to such property, destruction and loss due to breaking and entering or robbery;
  - 2) subject to processing, cleaning, repair, servicing, packaging or other tasks performed as part of services rendered by the Insured Party, which occurred in the course of these tasks. Compensa liability shall start at the time of receipt of the items and continue to apply until the time of their release. In the case of any doubts as to whether, pursuant to the provisions of the agreement concluded between the Policyholder and the claimant, the entire item or merely its part is subject to processing, cleaning, repair, servicing, packaging or other tasks.
2. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) in items of scientific, artistic, historic, collector's value,
  - 2) in pecuniary values and documents of any kind,

- 3) in items used by the Insured Party on the basis of lease, rental, lending, leasing or similar agreements,
  - 4) in vehicles or their equipment, as well as items left in vehicles,
  - 5) consisting in loss, substitution, shortages of goods, as well as losses resulting from making false statements, misleading representations, fraud, extortion, blackmail, embezzlement, destruction, removal, concealing, modification or forging of documents.
3. In the case of loss of items as a result of breaking and entering or robbery, the Insured Party shall immediately, no later than within 48 hours, notify the Police of the insurance event, as otherwise payment of the compensation may be denied or limited.
  4. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.
  5. Compensa shall not be held liable for losses caused intentionally by employees of the Insured Party.

#### **Clause no. 5a**

##### **Inclusion of liability for losses in motor vehicles and motorcycles under the care, supervision or control of the Insured Party or subject to processing, cleaning, repair, servicing or other tasks performed as part of services rendered by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include civil liability of the Insured Party for losses in motor vehicles, motorcycles and the manufacturers equipment:
  - 1) under the care, supervision or control of the Insured Party, which occurred as a result of damage to such property, destruction and loss of such property due to breaking and entering or robbery. The insurance cover extends to the Insured Party civil liability, provided that said Insured Party keeps documentation confirming the fact of acceptance and release of a vehicle, and the vehicles are located in a fenced area, well-lit at night, with 24h security, and equipped with devices blocking entrance and exit, which prevents the vehicle from leaving the car park without the security guard knowledge;
  - 2) subject to processing, cleaning, repair, servicing or other tasks performed as part of services rendered by the Insured Party, which occurred in the course of these tasks. Compensa liability shall start at the time of receipt of the items and continue to apply until the time of their release. In the case of any doubts as to whether, pursuant to the provisions of the agreement concluded between the Policyholder and the claimant, the entire item or merely its part is subject to pro-

- cessing, cleaning, repair, servicing or other tasks, the object of these tasks shall constitute a structurally or functionally separable part of the item subjected to processing, cleaning, repair, servicing or other tasks.
2. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
    - 1) in vehicles of scientific, artistic, historic, collector's value,
    - 2) in pecuniary values and other items left in vehicles referred to in sec. 1;
    - 3) in vehicles used by the Insured Party on the basis of lease, rental, lending, leasing or similar agreements;
    - 4) consisting in loss, substitution, shortages of goods, as well as damages resulting from making false statements, misleading representations, fraud, extortion, blackmail, embezzlement, destruction, removal, concealing, modification or forging of documents.
  3. In the case of loss of items as a result of breaking and entering or robbery, the Insured Party shall immediately, no later than within 48 hours, notify the police of the insurance event, as otherwise payment of the compensation may be denied or limited.
  4. The liability of Compensa for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.
  5. Compensa shall not be held liable for losses caused intentionally by employees of the Insured Party.

#### **Clause no. 6**

##### **Inclusion of liability for losses resulting in claims between the Insured Parties on the basis of the same insurance agreement (cross liability)**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include liability of the Insured Party for property damage and bodily injuries, resulting in claims between the parties insured on the basis of the same insurance agreement.
2. Unless agreed otherwise, insurance shall cover only the claims between the Insured Parties set forth in the insurance document.
3. Subject to the exclusions of liability referred to in § 5 of the GTC, the insurance cover does not extend to cross claims between those Insured Parties for any loss to property used by the Insured Party on the basis of lease, rental, lending, leasing or similar agreements and under care, supervision or control of the Insured Party or subject to processing, cleaning, repair, servicing, packaging or other tasks performed as part of services rendered by the Insured Party.

4. Compensa shall not be held liable for any losses suffered by the employer and caused by employees, regardless of the legal form of employment.
5. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 7**

##### **Inclusion of civil liability for losses suffered by the final producer due to defects in products delivered by the Insured Party.**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include civil liability of the Insured Party for losses suffered by the final producer due to defects in the products delivered by the Insured Party, as long as the Insured Party product liability has been included.
2. The scope of insurance shall include only losses consisting in:
  - 1) costs of manufacturing of the final product, excluding the amount equivalent to the price of the products delivered by the Insured Party;
  - 2) additional costs borne to eliminate the losses in the final product or restoring it to the condition compliant with the legal or market requirements, whereas Compensa shall not cover the amount based on the ratio of the price of the products delivered by the Insured Party to the sale price of the final product;
  - 3) reduction of revenues due to the need to lower the price of the processed final product, whereas Compensa shall not cover the amount equivalent to the ratio of the price paid for the product delivered by the Insured Party to the price for which the processed product could be sold, had the product delivered by the Insured Party been defect-free. The compensation is awarded in lieu of the costs referred to in item 1).
3. If it is possible to modify the condition of the processed final product to enable its sale by means of an economically viable corrective process, Compensa shall cover the costs of such process, whereas Compensa shall reduce the compensation amount by the amount equivalent to the ratio of the price paid for the product delivered by the Insured Party to the price for which the modified product can be sold.
4. Insurance cover does not include:
  - 1) expected profit, which has not been realized;
  - 2) losses resulting from delays of any kind;
  - 3) costs borne for removal, disassembly or uncovering of defective products, as well as assembly, fixing or placement of a defect-free product;
  - 4) indirect losses other than specified in sec. 2.
5. The moment of loss occurrence is considered to be the time of combining, mixing or processing for the

first time of the defective product of the Insured Party with other products.

6. To the extent subject to this Clause, exclusion from the scope of insurance of claims based on the legal provisions concerning statutory warranty and guarantee (§ 5 sec. 1 item 40 of the GTC) shall not apply.
7. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 8

### **Inclusion of liability for losses suffered by third parties due to defects in products manufactured, processed or redeveloped using machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for losses suffered by third parties due to defects in products manufactured, processed or modified using machines, equipment (including control, measurement, and automation devices, as well as moulds and tools) and their parts produced, delivered, assembled or maintained by the Insured Party, as long as Insured Party product liability has been included.
2. The scope of insurance shall include only losses consisting in:
  - 1) losses suffered by third parties, consisting in reduction or loss of value  
of items produced, processed or modified using machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party;
  - 2) costs borne by third parties for manufacturing of products which turned out to be defective due to the use of machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party;
  - 3) costs borne by third parties for the purpose of removal, by means of an economically viable corrective process, of defects in items produced using machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party;
  - 4) costs being the difference between the costs borne by third parties for the purpose of manufacturing of products that turned out to be defective due to the use of machines, equipment or their parts produced, delivered, assembled or maintained by the Insured Party and the selling price of these products, if sale is possible only at a price lower than the manufacturing costs.
3. Insurance cover does not include in particular:
  - 1) expected profit which has not been realized;
  - 2) losses resulting from delays of any kind;

- 3) costs borne for removal, disassembly or uncovering of defective products, as well as assembly, fixing or placement of a defect-free product;
- 4) indirect losses other than specified in sec. 2.
4. The moment of loss occurrence is considered to be the time of production, processing or modification of the item for the first time.
5. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 9

### **Inclusion of liability for losses suffered by third parties in connection with the necessity to remove, disassemble or uncover defective products and to assemble, fix or place a defect-free product**

1. Subject to other provisions of the GTC, not amended by this clause, following the request of the Policyholder the insurance cover shall include the Insured Party civil liability for losses suffered by third parties in connection with the necessity to remove, disassemble or uncover defective products for the first time and to assemble, fix or place a defect-free product, as long as Insured Party product liability has been included.
2. The scope of insurance shall include only losses consisting of costs borne by third parties for the purpose of:
  - 1) removal or disassembly of a defective product, excluding the costs of searching for the defective product;
  - 2) assembly, fixing or placement of defect-free products, excluding the costs of purchase of such products.
3. If disassembly of a defective product is not possible, economically viable or reasonably justifiable, insurance cover shall include the costs of alternative measures, however, not exceeding the costs of replacement of the defective product. Within the alternative proceedings, instead of replacement of the defective product, another appropriate measure is applied to prevent the consequences of the defect.
4. Compensa shall not be liable, to the extent specified in this clause, for losses for which its liability is excluded on the basis of other provisions of the GTC and additionally for losses and damages:
  - 1) occurring in cases where the Insured Party has installed or assembled the defective product or ordered its assembly or installation in their own name and on their own account. This exclusion shall not apply in cases where the Insured Party has demonstrated that the necessity to disassemble the product is due to a reason other than defective assembly or installation. In economically viable cases and with the consent of Compensa (as long as the necessity to disassem-

- ble the product is due to a reason other than defective assembly or installation), the insurance cover also includes the costs incurred by the claimant if he ordered the Insured Party to perform the activities described in sec. 2 above. The insurance cover includes only costs of labour excluding profits, determined on the basis of the cost estimate verified by Compensa and confirmed with a VAT invoice;
- 2) associated with the purchase of a defect-free product, including the customs and costs of transport to the claimant;
  - 3) emerging in cases where the defective product constitutes a component of motor vehicles, floating devices and vessels, aircraft and spacecraft, unless the Insured Party did not know and, despite due diligence being exercised, could not have known that his products were used for such purposes.
5. Insurance cover shall not apply to consequential losses - in particular production downtime and inability of a third party to perform their contractual obligations.
  6. To the extent subject to this Clause, exclusion from the scope of insurance of claims based on the legal provisions concerning statutory warranty and guarantee (§ 5 sec. 1 item 40 of the GTC) shall not apply.
  7. The moment of loss occurrence is considered to be the time of the first assembly of the defective product.
  8. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 10

### **Inclusion of liability for losses suffered by the final producer, resulting from defects in labels and packaging made by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for losses suffered by the final producer due to defects in labels, packaging, and codes of the European Article Number (EAN) system made by the Insured Party, as long as Insured Party product liability has been included.
2. The insurance covers only the following costs and/or damages:
  - a) costs of identifying and sorting out defective products;
  - b) costs of re-labelling of the defective products;
  - c) costs of repackaging or re-pouring products already packed;
  - d) damages arising out of damage to, or destruction of, any packed products and as a consequence of the costs of package incurred previously for the products, except for the payment for defective packaging delivered by the Insured

Party incurred where repacking or re-pouring is not economically viable.

3. The insurance shall in no case cover the costs of additional supplies of labels, packaging, codes and costs of their transport.
4. The insurance shall not cover consequential losses such as discontinuance of usage or production downtime, in particular where they result from non-performance by the claimant of its contractual obligations.
5. Insurance cover does not include:
  - a) losses resulting from manufacturing or copying of the master film (bar code on a film) by the Insured Party;
  - b) losses occurring, when, due to its insufficient size, insufficient contrast between the fair zone and bar codes, inappropriate basic material or inappropriate location, the bar code is not readable for cash registers scanners.
6. In the case of losses covered by this clause, the moment of loss occurrence is considered to be the time when the defective packaging, label or bar code was used for the first time in the production process.
7. To the extent subject to this Clause, exclusion from the scope of insurance of claims based on the legal provisions concerning statutory warranty and guarantee (§ 5 sec. 1 item 40 of the GTC) shall not apply.
8. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 11

### **Inclusion of liability for losses caused by energy supplied or produced and losses resulting from failure to supply energy or supply of energy whose parameters are different from the agreed ones**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for bodily injury and property damage caused by energy supplied or produced and for bodily injury and property damage resulting from failure to supply energy or supply of energy whose parameters are different from the agreed ones.
2. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 12

### **Inclusion of liability for pure financial losses**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for pure financial losses.

2. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) resulting from product and services performed liability;
  - 2) caused by constant emissions (e.g. noise, smell, vibrations);
  - 3) caused in connection with an activity in the field of design, consulting, supervision of construction or assembly, consisting in particular in control or issuing opinions;
  - 4) resulting from activities associated with financial, credit, insurance or leasing transactions, trade of real estate;
  - 5) resulting from cash register keeping and any payments, abuse of trust or misappropriation;
  - 6) resulting from loss of money, passbooks, documents, and securities;
  - 7) resulting from a failure to meet deadlines, preliminary cost estimates, and other cost estimates;
  - 8) resulting from software errors, defective software installation, rationalization, automation;
  - 9) resulting from violation of the legal provisions on the protection of personal data or violation of copyrights and license rights, unfair competition, and anti-trust laws;
  - 10) resulting from advertising activity;
  - 11) associated with employment relationship or employment based on a civil law contract, including in violation of employee rights;
  - 12) arising in connection with the performance of the function of a member of the governing bodies in a company;
  - 13) arising in connection with agency and organization of travel and tourism;
  - 14) associated with failure to supply energy;
  - 15) associated with the necessity to pay liquidated damages and other penalties;
  - 16) arising as a result of providing advice, recommendations or instructions to entities affiliated by capital, as well as caused as result of mistakes in supervisory tasks or failure to perform supervisory tasks in relation to these entities.
3. The moment of loss occurrence is considered to be the time of the first documented acknowledgement by a third party of a pure financial loss, even if its cause or scale could not have been determined at the time of the occurrence of the loss.
4. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 13**

##### **Inclusion of liability for losses resulting from demolition or dismantling works**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder

request, the insurance cover shall include the Insured Party civil liability for losses resulting from demolition or dismantling works.

2. Subject to the exclusions of liability referred to in § 5 of the GTC, Compensa shall not be held liable for losses caused in connection with demolition works within the area of the radius of no more than the height of the structure subject to demolition, and with reference to demolition and dismantling works conducted using explosives – within the area of the radius not exceeding 100 m.
3. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 14**

##### **Inclusion of liability for losses consisting in loss or destruction of documents entrusted to the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for losses consisting in a loss or destruction of documents entrusted to the Insured Party in connection with the activity of the Insured Party subject to insurance cover.
2. Insurance cover shall include exclusively the actual costs of recovery of the documents entrusted to the Insured Party. Other losses and damages resulting from the loss or destruction of documents are not subject to insurance cover.
3. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 15**

##### **Inclusion of liability for losses caused to lessees by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for losses caused to third parties who have leased real estate or its elements from the Insured Party.
2. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

#### **Clause no. 16**

##### **Inclusion of liability for losses arising in connection with the organization of events by the Insured Party**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party civil liability for bodily injury or property damage arising in connection with the organization of events by the Insured Party.

2. The insurance does not apply to organization of events within the meaning of the Act on the security of group events subject to compulsory third party liability insurance in the indicated scope.
3. Subject to the exclusions of liability referred to in 5 of the GTC, Compensa shall not be held liable for the following losses:
  - 1) caused in connection with the event not taking place;
  - 2) caused by employees and representatives of the Police, Fire Brigade, and health services;
  - 3) caused by the organization of races;
  - 4) caused by performers participating in the event, contestants, and judges;
  - 5) occurring outside of the event venue;
  - 6) in turf or any other surface;
  - 7) caused under the influence of alcohol or in a state of intoxication, or by persons acting under the influence of narcotic substances, intoxicants or psychotropic drugs.
4. The Insured Party is obliged to carry out the event in accordance with applicable legal provisions, in particular those concerning life and health protection, fire protection, construction law, and technical supervision.
5. Compensa liability for losses subject to insurance cover on the basis of this Clause shall be limited to the amount of the sublimit specified in the insurance document.

statutory civil liability for losses caused by subcontractors acting for and on behalf of the Insured Party to the extent subject to insurance.

2. In the case of payment of compensation, the Insurer waives the right of recourse to the subcontractor.
3. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 17

### **Inclusion of the Insured Party liability for losses caused by subcontractors acting for and on behalf of the Insured Party (with the right of recourse)**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party statutory civil liability for losses caused by subcontractors acting for and on behalf of the Insured Party to the extent subject to insurance.
2. In the case of payment of compensation, the Insurer shall retain the right of recourse to the subcontractor.
3. Compensa liability for losses subject to insurance cover on the basis of this clause shall be limited to the amount of the sublimit specified in the insurance document.

## Clause no. 17a

### **Inclusion of the Insured Party liability for losses caused by subcontractors acting for and on behalf of the Insured Party (without the right of recourse)**

1. Subject to other provisions of the GTC, not amended by this clause, following the Policyholder request, the insurance cover shall include the Insured Party



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