

PROFESSIONAL INDEMNITY INSURANCE IN CONNECTION WITH THE PERFORMANCE OF PROFESSIONAL ACTIVITIES IN THE FIELD OF DIDACTIC, EDUCATIONAL OR TRAINING ACTIVITIES

SUBJECT AND SCOPE OF INSURANCE

§ 1

1. Under this clause, the insurance coverage includes the Insured's liability for losses caused to third parties in connection with the performance of professional activities in the field of didactic, educational, or training services.
2. The insurance covers the statutory liability of the Insured (arising from tort or improper performance of obligations) for bodily injury and property damage caused by negligence or gross negligence to third parties in connection with the performance of professional activities in the aforementioned fields.
3. For the purposes of this clause, a student, training participant, or collaborator of the Insured shall be considered a third party.
4. The insurance particularly covers bodily injury and property damage:
 - a) arising during theoretical classes, practical classes, laboratories, workshops, examinations, and consultations;
 - b) occurring during supervision of students, course participants, or youth (e.g., at the university, partner institutions, or in the field);
 - c) caused during business trips, conferences, training sessions, or professional internships;
 - d) related to the use of or damage to entrusted teaching materials, equipment, or educational aids;
 - e) to property entrusted to the Insured;
 - f) resulting from actions or omissions of persons for whom the Insured is responsible (e.g., interns, trainees, teaching assistants)
5. The territorial scope of the insurance provided under this clause covers the territory of the Republic of Poland.

LIMIT OF INDEMNITY

§ 2

The limit of indemnity is determined by the Policyholder and specified in the insurance document.

EXCLUSIONS OF LIABILITY BY COMPENSA TU S.A.

§ 3

1. Subject to the provisions of this clause and other exclusions specified in the General Terms And Conditions Of Insurance Of Civil Liability In Respect Of Performance Of Professional Activities (GTCI), Compensa TU S.A. shall not be liable for losses or claims:
 - 1) caused intentionally;
 - 2) consisting of pure financial loss;
 - 3) caused under the influence of alcohol, drugs, psychotropic substances, or other similar agents, unless their use did not affect the occurrence of the insured event;
 - 4) that are or should be covered by mandatory insurance system, even if the Insured failed to fulfill the insurance obligation;
 - 5) resulting from infringement of intellectual property rights;
 - 6) involving payment of any fines, penalties (including judicial or administrative), contractual obligations (including deposits and compensation for withdrawal from a contract), punitive damages, or public law liabilities;

- 7) involving destruction, damage, or loss of cash, securities, documents, data carriers, plans, jewelry, precious metals, collections (including historic or unique items), works of art, and any bank-issued payment cards;
- 8) resulting from the transmission of infectious diseases or HIV;
- 9) caused to the natural environment, directly or indirectly resulting from the emission, leakage, release, or other form of introduction of hazardous substances into air, soil, or water;
- 10) resulting from misleading advertising or announcements;
- 11) caused to items of scientific, artistic, historic, or collectible value;
- 12) resulting from normal wear and tear or use contrary to the intended purpose or manufacturer's instructions;
- 13) involving glass, terracotta, ceramics, or plastics;
- 14) involving vehicles, motorcycles, or their equipment, as well as items left inside them;
- 15) involving movable property under the custody, supervision, or control of the Insured, resulting from damage, destruction, or loss due to burglary or robbery;
- 16) if the Insured lacked legally required qualifications to perform the profession or conduct the activity, or was subject to a ban on holding a specific position, performing a specific profession, or conducting activities related to the upbringing, education, or care of minors, unless the lack of qualifications did not affect the occurrence of the damage; this exclusion does not apply to persons undergoing internships, training, or practical learning of specific activities or professions;
- 17) caused to a close relative of the Insured;
- 18) resulting from gradual effects of temperature, gases, vapors, moisture, smoke, soot, sewage, mold, vibrations, or noise;
- 19) related to the performance or proper performance of obligations and substitute performance;
- 20) arising from withdrawal from a contract, claims for reimbursement of costs incurred in anticipation or execution of a contract;
- 21) concerning infringement of personal rights other than life and health.

§ 4

Matters not regulated by this clause shall be governed by the provisions of the General Terms And Conditions Of Insurance Of Civil Liability In Respect Of Performance Of Professional Activities, approved by Resolution No. 1/07/2024 of the Management Board of Compensa TU S.A. Vienna Insurance Group dated July 1, 2024, effective from July 1, 2024 (GTCL), excluding § 5 of the GTCL.

In the event of a conflict between the provisions of this clause and the GTCL, the provisions of this clause shall prevail.