# Liability Protect

GENERAL TERMS AND CONDITIONS OF THIRD PARTY LIABILITY INSURANCE FOR BUSINESS OPERATIONS AND PROPERTY

COLONNADE
A FAIRFAX COMPANY

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## Information note

1. Information regarding the conditions for payment of indemnity is included in the following parts of the insurance conditions:
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   § 10:
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   Endorsement No. 2 – Employer's Civil Liability– sec. 1, sec. 3, sec. 4
   Endorsement No. 3 – Environmental pollution – sec. 1–3
   Endorsement No. 4 – Pure Financial Losses
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2. Information on the limitations and exclusions from the insurance company's liability entitling it to refuse or limit the payment of indemnity is contained in the following parts of the insurance terms and conditions:
   § 2 sec. 1 p. 5) lit. g) and p. 8), § 2 sec. 3, § 3 sec. 2, § 4 sec. 1, § 5 sec. 2–4, § 6, § 7 sec. 4–6, § 8 sec. 2, sec. 6 and sec. 7, § 9 sec. 7, sec. 8 and sec. 10
   § 10:
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**COLONNADE INSURANCE SOCIETE ANONYME ODDZIAŁ W POLSCE**

# GENERAL TERMS AND CONDITIONS OF THIRD PARTY LIABILITY INSURANCE FOR BUSINESS OPERATIONS AND PROPERTY

approved by the Director of Colonnade Insurance Société Anonyme Branch in Poland on 6th July 2026 applicable to any Insurance Contract concluded on and after 7th July 2026.

## § 1. Definitions

Whenever the terms listed below are used in the Insurance Contract or in declarations made in connection therewith, they shall have the following meanings unless otherwise stated in the Insurance Contract:

1) **Act of Terrorism** means the act of violence or the threat of violence in order to attain goals that are religious, ideological, ethnic or similar in nature through instilling fear among any group of people, commit-ted both by those acting in collaboration with any organization or government, or independently of them.
2) **Colonnade** means Colonnade Insurance S.A., a company incorporated in Luxembourg under number B 61605, having its central head-quarters at the following address: 1, rue Jean Piret, L-2350 Luxem-burg, operating in Poland through Colonnade Insurance Société Anonyme, Branch in Poland, registered with the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register (KRS) under KRS No 0000678377, Tax ID No (NIP) 1070038451, having its registered office at ul. Prosta 67, 00-838 Warsaw.
3) **Pure Financial Loss** means a financial loss other than Bodily Injury or Property Damage. A loss of property shall not be considered a Pure Financial Loss.
4) **Deductible** means an amount or a percentage specified in the Policy by which the value of indemnity payable by Colonnade is reduced each time.

   Unless the Parties to the Insurance Contract otherwise agree:

   a) Deductible shall apply only to Property Damages and Pure Financial Losses;
   b) Deductible shall apply to each Event;
   c) Deductible shall not apply to Legal Assistance Costs.

   If under the provisions of the Insurance Contract, Colonnade may reduce indemnity payment by different Deductibles, the higher Deductible shall apply.
5) **Legal Assistance Costs** means any necessary and justified costs incurred by the Insured, with the prior consent of Colonnade, resulting from the proceedings against the Insured regarding the liability of the Insured for the Loss that is the subject of protection in the Insurance Contract:

   a) remuneration of legal representatives selected by the Insured, other than the Insured's employees;
   b) court costs of all instances;
   c) the costs incurred in reaching and executing a settlement agreement;
   d) the costs of expert opinions, appraisers or experts and the costs of translating documents necessary to defend the legal interests of the Insured;
   e) costs incurred by the opposing party in connection with its defence, provided that the Insured is obligated to cover them based on a final court decision;
   f) costs of travel of the Insured's employees to the court and the return trip to the Insured's registered office, if their appearance before the court as a party, witness, suspect, accused, or defendant is necessary.

   Legal Assistance Costs also include costs incurred by the Insured or Employees of the Insured in criminal or administrative proceedings, provided that these proceedings are conducted with a view to establish the liability of the Insured for Loss or the amount of Loss covered by insurance.

   If the liability of the Insured is established in proceedings before an arbitration court, the costs related to the participation of the Insured in such proceedings shall be covered to the extent and up to the amount specified in the provisions on court costs incurred in proceedings before common courts.
6) **Insurance Period** is the period specified in the Policy.
7) **Third Party** means persons other than Colonnade, the Policyholder and the Insured.

**8)** **GTC** mean these general terms and conditions of insurance.

**9)** **Sublimit** means the upper limit of Colonnade's liability in relation to the types of risks or damage specified in the Insurance Contract, in respect of one or all Events during the Insurance Period.

**10)** **Policy** means a document (together with annexes and any endorsements changing its original content) issued by Colonnade and confirming the conclusion of the Insurance Contract and its terms and conditions.

**11)** **Employee** means a natural person employed by the Insured under an employment contract, appointment, election, nomination or cooperative employment contract (including persons employed as replacements).

Employees also include the following natural persons:

**a)** apprentices, volunteers and trainees;

**b)** persons cooperating with the Insured under service contracts, contracts for specific work or any other civil law contract of a similar nature, including those carrying out activities for the benefit of the Insured beyond the scope of their obligations resulting from the employment contract (e.g. on the basis of a management contract), including on the basis of self-employment;

**c)** those employed by temporary employment agencies, assigned to perform work for the benefit of the Insured;

**d)** persons carrying out work for the benefit of the Insured in connection with any rental of the machinery or equipment by the Insured, which is necessary to perform the Insured Business, provided that such persons are made available under a rental contract for machinery or equipment;

**e)** persons undergoing the recruitment process;

performing activities under the supervision and on behalf of the Insured, provided that the activities performed by the above-mentioned persons were related to the Insured Business, but only if the above-mentioned persons were obligated to carry out the Insured's instructions or orders.

Persons employed by the Insured who, at the time of the Event, were not acting as Employees (i.e., were not performing activities under the supervision and on behalf of the Insured, in connection with the Insured Business, and were not obligated to carry out the Insured's instructions or orders) shall be considered Third Parties.

**12)** **Product** means a movable property, even if combined with another property, marketed as part of the Insured Business, over which the Insured has intentionally lost permanent or temporary effective control, and for which the Insured is liable for its manufacture, sale, delivery, distribution, leasing, repair, servicing, installation, supervision, cleaning, adjustment, processing, or alteration.

Product also means its individual or collective packaging, provided that the Product was packaged by the Insured or under their supervision, as well as labels and instructions accompanying the Product.

Product also means electricity or heat, gas, water and steam, and animals. For the purposes of GTC, the following are not considered products:

**a)** natural resources;

**b)** human blood, plasma, blood derivatives and internal organs;

**c)** intellectual property rights.

**13)** **Advertising** means publicly communicated content intended to promote a business or Product.

**14)** **Representatives of the Insured**:

**a)** members of the management board, supervisory board, or other management or supervisory bodies;

**b)** general partners,

**c)** partners,

**d)** shareholders,

**e)** proxies,

but only if they are authorized to represent the Insured other than a natural person.

**15)** **Substance** means smoke, fumes, soot, exhausted gases, chemicals, liquids, gases, waste, toxins or other agents capable of causing contamination or contamination.

**16)** **Indemnity Limit** means the upper limit of Colonnade's liability in respect of one or all Events occurring during the Insurance Period.

**17)** **Loss** means Bodily Injury, Property Damage, and in the case of extension of the scope of protection also Pure Financial Loss.

**18)** **Bodily Injury** means non-financial or financial damage resulting from death, bodily injury or health disorder, including the resulting lost profits and harm resulting in the obligation to pay indemnity.

19) **Property Damage** means property damage resulting from damage to or destruction of property. Property Damage also includes consequential losses, including loss of profits, incurred by the Third Party as a result of such damage to or destruction of property.

    Property Damage also covers property damage in connection with the death or bodily injury of an animal.

20) **Policyholder** means the person concluding an Insurance Contract with Colonnade and obliged to pay the premium.

21) **Insured Business** means the business activity conducted by the Insured, as specified in the Insurance Contract. Unless the parties to the Insurance Contract agree otherwise, Insured Business also covers:
    a) real estate in the possession of the Insured, including any possession under a lease, tenancy, usufruct agreement, or other similar civil contract, and activities related to its maintenance, including ongoing repairs, renovations, adaptations, or modernizations of the building, which do not constitute construction work within the meaning of the Building Law;
    b) participation in exhibitions, fairs, or conferences;
    c) organization of events other than mass events within the meaning of the Mass Event Safety Act unless this is the main scope of the Insured's business activity, unless otherwise stated in the Policy;
    d) business trips undertaken by Employees within the scope of Damage caused in the course of performing their duties;
    e) social, cultural, educational, recreational, sporting activities, and any other similar manifestations of non-profit activity;
    f) rental of real estate to Third Parties, including subletting of real estate rented by the Insured;
    g) use and operation of construction equipment, in particular pneumatic hammers, pile drivers, or other devices and machines with similar functions;
    h) storage of waste in connection with the Insured's activities specified in the Insurance Contract.

22) **Insured** means the person indicated in the Policy for whose benefit the Insurance Contract was concluded.

23) **Insurance Contract** means the contract concluded on the basis of GTC, confirmed by the Policy.

24) **Monetary Values** means domestic or foreign currency, securities, checks, bills of exchange, other documents replacing cash in circulation, payment cards, credit and debit cards, as well as gold, silver, platinum and other platinum group metals, precious stones and pearls and articles made of these materials.

25) **War** means a conflict or hostile action involving the use of military force, weapons, conventional or unconventional warfare tools, cyber operations, or other coercive measures, regardless of whether such conflict or hostile action has been formally declared or not, regardless of where it takes place and where its effects occur, regardless of whether Polish armed forces are involved, conducted by a sovereign state, a state entity, or any person or organization on its behalf, for economic, territorial, nationalist, political, racial, religious, or other purposes. The definition also includes internal conflicts such as civil war, revolution, coup, insurrection, rebellion, mutiny, internal use of military force, or usurpation of governmental or military authority.

26) **Event** means the occurrence of a Third Party's Loss covered by insurance for which the Insured is liable.

## § 2. Subject and scope of insurance, territorial scope and jurisdiction

**1. Subject and scope of insurance**

1) Colonnade provides insurance coverage for civil liability of the Insured to the extent specified by law for Losses to Third Parties related to the conduct of the Insured Business and the ownership of Property used to conduct the Insured Business.
2) Colonnade provides civil liability insurance coverage to the Insured for Events occurring during the Insurance Period.
3) A Bodily Injury is deemed to have occurred at the time the injured party suffered a bodily injury, health impairment, or passed away. In the event of doubt as to the time of occurrence of the Bodily Injury, it is deemed to have occurred at the time the injured party first consulted a doctor due to the occurrence of symptoms that gave rise to a claim against the Insured.
4) The **Serial Loss Clause** means that in the event of two or more Losses/Defects occurring due to the same cause, for example as a result of the same design error or the introduction to the market a series of Products with the same defect, they are treated as one Event, and the time of its occurrence is deemed to be the date of occurrence of the first Loss, regardless of the date and place of actual occurrence of these Losses/Defects and the number of injured persons.

Insurance coverage applies to all Losses/Defects in such a series, provided the first Loss occurs during the Insurance Period. For such an Event, the Deductible is deducted only once, regardless of the number of claimants. If the Insurance Contract concluded under these GTC is a continuation of a previous contract or contracts concluded with Colonnade, then, provided there has been no interruption in subsequent insurance periods, the beginning of the insurance period specified in the contract during which the first Loss occurred, of which the Insurance Contract is a continuation, shall be deemed the beginning of the insurance period specified in the contract during which the first loss occurred, provided that all previous contracts were concluded with Colonnade.

**5)** Unless the Insurance Contract provides otherwise, Colonnade covers the third-party liability of the Insured for the Losses

- **a)** resulting from the liability of the Insured for tortious acts (tort civil liability) and liability for the Insured's failure to perform or improper performance of an obligation (contractual civil liability), as well as civil liability in the event of a combination of claims;
- **b)** resulting from defective service, even after it has been completed and accepted by the ordering party;
- **c)** caused in connection with the introduction of a Product into market or as a result of delivering a Product other than agreed;
- **d)** caused as a result of gross negligence;
- **e)** resulting from cross civil liability between the Insureds; insurance benefits are paid as if each Insured was covered by a separate Insurance Contract, up to the Indemnity Limit and the Sublimit specified in the Policy; the Indemnity Limit and Sublimit are common to all Insureds;
- **f)** caused to Third Parties by subcontractors and further subcontractors within the scope of activities commissioned to them by the Insured, if the Insured is liable for such Losses;
- **g)** caused by the use of motor vehicles whose owners are subject to compulsory third-party liability insurance, but only to the extent that the given type of damage is not covered by compulsory third-party liability insurance;

  The Insurance Contract does not provide coverage in excess of the minimum indemnity limits specified by law for the types of losses covered by compulsory third-party liability insurance;

  Any Losses caused by vehicles whose owners are not subject to compulsory third-party liability insurance is covered by the Insurance Contract.
- **h)** caused by malfunctioning water, sewage, central heating, gas, and electrical systems;
- **i)** caused to rented real estate.

**6) Legal Assistance Costs**

Colonnade is obligated to pay the Legal Assistance Costs, which are covered within the Indemnity Limit or the Sublimit applicable to the specific Event.

If the liability of the Insured is established in arbitration proceedings, the costs associated with the Insured's participation in such proceedings are covered to the extent and up to the amount (but always within the Indemnity Limit or the relevant Sublimit) resulting from the provisions on court costs incurred before common courts.

**7) Recourse contractual penalties**

Colonnade, contrary to the provisions of point 10) of clause 4, also provides insurance coverage for the Insured's statutory civil liability for recourse claims against them for contractual penalties that Third Parties were obligated to pay as a result of an Event for which the Insured is responsible and which is covered by the Insurance Contract. Contractual penalties subject to recourse are covered by Colonnade within the Indemnity Limit or the Sublimit applicable to a specific Event.

**8) Court Deposit Clause**

Colonnade shall also cover the costs of the Insured's execution of an interim court order securing a claim for damages related to an Event occurring during the Insurance Period, including by depositing a sum of money into a court deposit account, in proportion to the Insurer's share of the indemnity benefit. If the security for the claim is released, in particular if the deposit is returned, the Insured is obligated to immediately reimburse Colonnade for the recovered costs to the extent previously paid by Colonnade. Unless otherwise agreed, payments under this coverage are made up to the Sublimit of PLN 500,000 for any and all events during the Insurance Period, but not more than the Indemnity Limit.

**2. Territorial scope and jurisdiction**

Unless otherwise stated in the Insurance Contract, insurance coverage covers civil liability for damages occurring anywhere in the world, excluding the United States of America and its dependent territories, and Canada. Insurance coverage covers claims brought:

1) under the law of any country, except the United States of America, its dependent territories, and Canada;
2) before a court or governmental authority of any country, except the United States of America, its dependent territories, and Canada.

Liability for damages caused by Employees while traveling on business or while performing their duties is covered worldwide and may be brought under the law of any country. With respect to damages caused within the United States of America, its dependent territories and Canada, the provisions of Endorsement No 1 apply, without the need for confirmation in the Policy.

**3. Sanctions and non-infringement clause**

1) Colonnade shall not provide coverage or be obligated to pay any indemnity or benefit under the Insurance Policy to the extent that providing such coverage, paying such indemnity or benefit would subject Colonnade to a sanction, prohibition, or restriction under any United Nations resolution or the laws of the European Union, Luxembourg, Poland, the United Kingdom, Canada or the United States of America relating to trade and economic sanctions.
2) In addition, Colonnade does not provide any coverage to any entity or person if providing such coverage would constitute a violation of any other applicable law or regulation.

## § 3. Insurance Contract

1. The Policyholder is obligated to notify Colonnade of all circumstances known to them, about which Colonnade inquires in writing before concluding the Insurance Contract. If the Policyholder concludes the Insurance Contract through a representative, this obligation also rests with the representative and covers circumstances known to them. During the Insurance Period, the Policyholder is obligated to notify Colonnade of any changes in these circumstances immediately upon becoming aware of such changes. In the case of an Insurance Contract concluded on behalf of another person, the above obligations of the Policyholder also rest with the Insured, unless the Insured is unaware of them. If the above obligation rests with an Insured other than the Policyholder, the Insured is obligated to provide Colonnade with information known to the Insured but not to the Policyholder.
2. Colonnade is not liable for the consequences of circumstances not disclosed to it in violation of section 1. 1. If the breach of this obligation is due to willful misconduct, in case of doubt, the Event and its consequences are deemed to be the result of the circumstances referred to in section 1.
3. Colonnade concludes Insurance Contracts with entrepreneurs.
4. Colonnade may also raise a claim affecting Colonnade's liability against the Insured. The Insured is entitled to demand the due indemnity directly from Colonnade.
5. Whenever Colonnade is obligated to cover costs under the Insurance Contract, such costs shall be covered to the extent that their incurrence is economically justified and results from the applicable regulations.

## § 4. Rights and obligations under the Insurance Contract

1. During the term of the Insurance Contract, the Insured is obligated to remove the risks requested by Colonnade in the recommendations contained in the Policy.

   If the Insured fails to fulfil the obligations specified in this section, Colonnade may refuse to pay indemnity or limit its amount, unless the failure to fulfil the obligations did not increase the probability of the Loss or its extent.
2. In the event that any circumstances are revealed that significantly increase or decrease the probability of the Event, each party to the Insurance Contract may request a change in the premium amount, starting from the time the circumstance occurred.

## § 5. Benefits provided by Colonnade

**1.** Within the Indemnity Limit specified in the Policy, Colonnade is obliged to:

**1)** examining the validity of the claim made against the Insured, within the limits resulting from the scope of insurance coverage provided under the concluded Insurance Contract;

**2)** paying indemnity, within the limits of the Insured's statutory liability and within the limits resulting from the scope of insurance coverage provided under the concluded Insurance Contract;

**3)** reimbursement of the costs of measures taken by the Insured after the Event to reduce the extent of the insured Loss, if such measures were justified, even if they proved ineffective;

**4)** incurring the costs of hiring experts appointed by Colonnade or with its consent to determine the facts of the Event, the validity of the claims submitted, and the amount of the benefit.

**2.** The total of Colonnade's benefits, referred to in section 1, incurred in connection with an Event covered by insurance or all Events covered by insurance during the Insurance Period, may not exceed the Indemnity Limit. Each benefit paid by Colonnade reduces the Indemnity Limit.

**3.** The Indemnity Limit is reduced by the amounts of benefits provided by Colonnade, including benefits that reduce the Sublimit and Legal Assistance Costs incurred. The Indemnity Limit is specified in each Policy. Exhaustion of the Indemnity Limit terminates Colonnade's liability. The Indemnity Limits established for subsequent Insurance Periods do not accumulate. With Colonnade's consent and subject to payment of an additional premium, the Indemnity Limit reduced due to the payment of a benefit may be restored during the Insurance Period.

**4.** The Sublimit is set within the Indemnity Limit. The Sublimit is reduced by the benefits provided. Payments that reduce the Sublimit also reduce the Indemnity Limit. Exhaustion of the Sublimit for a specific risk or type of damage terminates Colonnade's liability for that risk or type of loss.

If the same Event is covered under more than one scope of coverage or clause that may apply independently of each other, Colonnade's liability is limited to one scope or clause – with the highest Sublimit.

If coverage for an Event requires the combined application of more than one scope of coverage or clause, Colonnade's liability is limited to the lowest Sublimit among the applicable scopes or clauses. Jointly applied scopes or clauses are considered to be those that do not cover a given Event on their own, but only their combined application leads to coverage for it.

## § 6. Insurance coverage restrictions

**1.** Colonnade does not provide insurance cover for claims specified as follows:

**1)** **asbestos** – resulting from the exposure to asbestos regardless of its form; however, this exclusion does not apply to Bodily Injury caused by substances containing asbestos, where the cause of the Injury is not related to the presence of asbestos;

**2)** **tobacco, nicotine** – resulting from the active or passive consumption or use of tobacco and nicotine products, as well as e-cigarettes with and without nicotine, manufactured, distributed, sold, or supplied by the Insured;

**3)** **substances hazardous to health** – related to the exposure to the following substances:

**a)** polychlorinated biphenyls (PCBs),

**b)** genetically modified organisms (GMOs),

**c)** formaldehyde,

**d)** silicon or silicon-derived chemical compounds, including quartz dust or quartz fibres,

**e)** dioxins;

**4)** **war** – resulting from losses arising from, as a result of, in consequence of, or in connection with war, martial law, riots, civil unrest, strikes, as well as confiscation, nationalization, requisition, or destruction of or damage to property based on decisions of governmental, public, or local authorities;

**5)** **non-statutory liability** – to the extent that the Insured's obligation to cover such losses exceeds the scope specified by law; coverage also does not cover claims relating to liabilities for which the Insured is liable as a result of a contractual assumption of a Third Party's civil liability;

**6)** **contractual penalties** – arising from contractual penalties or lump-sum indemnity (i.e., regardless of the actual value of the loss) that the Insured is obligated to pay;

7) **penalties, fines and punitive damages** – in respect of fines, administrative or judicial penalties, penal measures, or penal compensatory measures of a monetary nature in the form of an obligation to repair damage or in the form of an obligation to compensate for harm suffered (unless such indemnity is part of the Bodily Injury Insurance Contract), exemplary damages, or similar monetary benefits, punitive damages (punitive damages), in particular those referred to as: punitive damages, exemplary damages, and vindicative damages;
8) **performance of an obligation, warranty, guarantee** – for the performance or proper performance of an obligation and for substitute performance, as well as claims arising from warranty provisions, non-conformity of goods with the contract, or quality guarantees;
9) **wilfulness** – for Losses caused intentionally by the Insured's Representatives and the Insured as an individual conducting business activity or their proxy; marketing a Product or providing a service despite being aware of its defects is considered intentional;
10) **personal rights/unfair practices** – for Losses resulting from hostility, harassment, unequal treatment, stalking, or discrimination on any grounds, slander, slander, defamation, or libel;
11) **intellectual property rights and competition protection** – resulting from the infringement of copyrights, industrial property rights, apparents, trademarks and trade names, licenses, and unfair competition regulations;
12) **personal data** – resulting from the violation of personal data protection regulations;
13) **losses covered by compulsory insurance** – for losses:

    a) that are subject to compulsory insurance required by the law of any country;

    b) if a state administration body or other institution is obligated to provide indemnity for such losses due to the Insured's failure to comply with the insurance obligation;

    however, Colonnade is liable for the losses referred to above, provided that the injured party has filed a claim against the Insured who is liable for the loss and who is not covered by the compulsory insurance system;

    the provisions contained in this section also apply to claims exceeding the sums insured specified in the regulations on compulsory insurance;
14) **losses caused in connection with the performance of professional activities**:
    a) for damage resulting from the performance of activities for Third Parties in the following professions (does not apply to office activities):
       - architect, civil engineer, construction or technical designer, contract engineer, urban planner, surveyor, geologist, person authorized to prepare energy performance certificates; occupational health and safety expert, fire protection expert, and person performing independent functions in the construction industry; – software designer, IT system administrator, IT advisor or consultant,
       - attorney, legal counsel, notary, court bailiff, apparent attorney, tax advisor, restructuring advisor (trustee, court supervisor, administrator), court expert,
       - physician, nurse, midwife, rehabilitation therapist, physiotherapist, medical technician, paramedic, veterinarian, veterinary technician, medical physicist, psychologist, psychotherapist, beautician, cosmetologist, pharmacist,
       - real estate manager, property appraiser, real estate agent, transaction intermediary,
       - insurance or reinsurance broker, insurance agent, accountant, auditor, certified accountant, financial advisor, credit advisor, investment advisor, business advisor, Data Protection Inspector,
       - teacher, instructor, translator, detective, employee of a public administration body;
    b) the exclusion specified in letter a) does not apply to design activities that are part of the Product manufacturing process, if they do not constitute a separate service, with the exclusion of damage to the Product; the exclusion also does not apply if the design activities were part of the service of erecting a building structure performed by the Insured, with the exclusion of damage to the service;
15) **nuclear or radioactive contamination, electromagnetic fields** – resulting from ionizing radiation or the effects of nuclear energy or nuclear fuel, as well as nuclear waste resulting from the use of nuclear fuel, radioactive contamination, explosion of any substance with radioactive properties, laser or maser radiation, or the effects of electromagnetic or magnetic fields;

16) **medical activities** – resulting from the provision of medical services, providing medical advice, performing medical procedures, performing invasive procedures, in particular those involving the disruption of human tissue or skin, conducting any medical research, clinical trials, and providing rehabilitation services;
17) **medical products** – resulting from damage caused by Medicinal products within the meaning of the Act of 6 September 2001 – Pharmaceutical Law, or by medical devices within the meaning of the Act of 20 May 2010 on Medical Devices;
18) **HIV, BSE, TSE, and damage to the genetic code** – for indemnity for Losses caused by the HIV, BSE, or TSE viruses (causing spongiform encephalopathy) and their mutations, as well as damage resulting from damage to the genetic code;
19) **mining damage** – arising from liability under the provisions of geological and mining law, in particular in connection with the operation of a mine or mining plant;
20) **flooding by standing or flowing water** – resulting from flooding by standing or flowing water;
   however, this exclusion does not apply to damage caused by flooding from water supply, central heating, air conditioning, sewage, or technological installations or devices;
21) **environmental liability** – for indemnity for Loss to the extent to which the Insured is responsible for indemnity under the provisions incorporating Directive 2004/35/EC 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 into local law and under the provisions of the Act of 13 April 2007 on the prevention and remedying of environmental damage; if a jurisdiction other than the countries that have incorporated the above-mentioned Directive applies to a given Damage, the assessment of Colonnade's liability is made as if the provisions of the Directive applied to the liability of the Insured;
22) **explosive materials or pyrotechnics** – resulting from the production, possession, use, transport, storage, sale, or marketing of explosives or pyrotechnics, ammunition, or fireworks; the exclusion does not apply to the possession and use of fireworks or fireworks in connection with the organization of displays for one's own needs, unless this is part of services provided to Third Parties;
23) **aviation, space and marine activities** – resulting from the construction, operation, use, servicing, repair, cleaning, overhaul, maintenance, refuelling, loading, unloading, and handling of aircraft, space objects, or vessels, as well as from the ownership, possession, management, or operation of airports, airstrips, seaports, the service of air or marine carriers, users of aircraft, space objects, or vessels;
24) **damage to aircraft, space objects, and vessels** – for indemnity for Losses to aircraft, space objects, or vessels;
25) **products used in aircraft, space objects, and vessels** – resulting from Damage caused by Products used or installed in aircraft, space objects, or vessels;
26) **offshore activities** – relating to any activity of the Insured conducted offshore, in particular related to the ownership or operation of offshore platforms or offshore extraction facilities, including travel from, between, and return from the above-mentioned locations, as well as any activity conducted on any structures, platforms, installations, or devices intended for use offshore;
27) **monetary values, works of art** – for indemnity for Losses to Monetary Values, archival, philatelic, numismatic collections, works of art and jewellery, or property of an antique, artistic, or unique nature;
28) **loss in product** – for indemnity for Losses to the Product; this exclusion does not apply to Property Damage to the Product resulting from a cause other than a defect of the Product;
29) **loss in service** – for indemnity for Losses to a service performed; this exclusion does not apply to Property Damage caused to a non-defective service performed and accepted by the client by another non-defective service performed and accepted by the client; service acceptance is understood as partial or final acceptance of works by the ordering party;
   Colonnade does not provide insurance coverage for claims for indemnity for Losses to real estate or parts thereof that were designed, constructed, built, tested or sold by the Insured or on their behalf, or by a person for whom they are responsible, or for whom they provided construction management, investor supervision, consulting engineering, contract engineering, or contract management services; this exclusion does not apply to Property Damage caused to a non-defective real estate or part thereof by another defective real estate or part thereof;

30) **apparent defect and lack of certification** – for indemnity for Losses caused by a Product or service with an apparent defect that was placed on the market or provided with information about this defect, or that did not have a valid certificate authorizing the Product to be placed on the market, provided that such a certificate is required under the regulations of the country where the Product was placed on the market; this exclusion does not apply to Damage caused by such a Product or service if such a defect was not the cause of the Damage or if the occurrence of the Damage was unrelated to a parameter subject to certification;
31) **per- and polyfluoroalkyl substances (PFAS)** – for losses, liabilities, Damage, costs, expenses, or any other amounts, regardless of any other cause occurring simultaneously or in any sequence, caused by PFAS; For the purposes of this exclusion, losses, liabilities, Damages, costs, expenses, or any other amounts also include any costs associated with cleaning up, detoxifying, removing, monitoring, containing, investigating, or otherwise responding to the effects of PFAS or assessing such effects.

    PFAS means any organic molecule, salt, free radical, or ion whose composition contains at least one of the following:

    – perfluorinated methyl group (-CF3) or

    – perfluorinated methylene group (-CF2);
32) **cross liability of unnamed Insureds** – for indemnity for Losses caused by an Insured not identified by name in the Policy to another Insured not identified by name in the Policy;
33) **transport, forwarding** – for indemnity for Losses resulting from the performance, non-performance, or improper performance of a transport or forwarding contract;
34) **cargo** – for indemnity for Losses to property subject to loading or unloading;
35) **IT damage, data transfer, internet** – for indemnity for Losses, lost profits, or other losses resulting from the lack or malfunction of software, its damage, the delivery of software that is inconsistent with the order, the lack or malfunction of the internet or data transmission, as well as those related to malware, cyberattacks, and those resulting from the storage, processing, delivery, loss, damage, destruction, or lack of access to data, even if such lack or malfunction of software, its damage, the lack or malfunction of the internet or data transmission, as well as the loss, damage, destruction, or lack of access to data are a consequence of Property Damage or Pure Financial Loss; the exclusion does not apply if the software constituted an integral part of the Product and led to Damage as a result of the physical impact of such Product.
36) **deductible** – not exceeding the amount of the established Deductible; if the value of the Loss does not exceed the amount of the established Deductible, Colonnade is free from liability and is not obliged to provide any insurance benefits;
37) **consequential losses following a loss not covered by insurance** – due to lost profits or other losses resulting from an Event not covered by insurance under the Insurance Contract.

2. Unless the scope of insurance cover has been extended by including additional clauses in the Insurance Contract indicated in § 10 or has been otherwise regulated in individual additional provisions to the Insurance Contract, Colonnade shall not be liable for claims:
    1) **the United States of America and Canada** – for indemnity for Losses occurring in the United States of America or its dependent territories or Canada; as well as claims asserted under substantive law or before a court or state authority of the United States of America or its dependent territories or Canada, regardless of where the Damage occurred;
    2) **Employer's Civil Liability** – for the civil liability of the Insured, which the Insured bears to the extent specified by law, if, in connection with the conduct of the Insured Business, the Employer is obligated to compensate for Loss caused to the Employee;
    3) **environmental pollution** – for indemnity for Losses resulting from leakage, emission, volatilization, or other release of a Substance into water, land, or air;
    4) **pure financial losses** – for indemnity for Pure Financial Losses;
    5) **rented property** – for indemnity for Losses to movable property used by the Insured under a rental, lease, leasing, lending agreement, or similar civil law contract;
    6) **property under control and in custody** – for indemnity for Losses to movable property transferred to the Insured for storage, in their custody, or under their control;
    7) **property subject to services** – for indemnity for Losses to movable property transferred to the Insured for processing, cleaning, repair, or other similar services;

8) **product blending, mixing and processing** – for indemnity for Losses if, as a result of blending or mixing the Product with other items (in a manner that prevents their separation for economic reasons or due to their physical properties), or as a result of its processing or treatment, a defective product is created; however, insurance coverage covers Bodily Injury and Property Damage caused by such a defective product;
9) **mantling and dismantling** – for reimbursement of costs incurred in connection with the removal, disassembly, removal, exposure, or cleaning of defective Products and their replacement by mounting, positioning, or securing defect-free Products;
10) **defectiveness of machinery** – for indemnity for Losses caused by the defect of items manufactured, processed, or treated using machinery, equipment, or parts thereof, manufactured, delivered, installed, repaired, or maintained by the Insured; This exclusion does not apply to Bodily Injury or Property Damage caused to property not covered by the above-mentioned activities;
11) **advertising activities** – for indemnity for Losses caused by Advertising;
12) **failure in energy, gas, water, steam supply** – for indemnity for Losses resulting from failure to supply electricity or heat, gas, water, steam, or the supply of such media with incorrect parameters; provided that the Insured conducts activities related to the production or distribution of the above-mentioned media;
13) **vibrations, subsidence** – for Property Damage or Pure Financial Losses resulting from vibrations or shocks, weakening of the load-bearing elements of a building or structure, or subsidence or weakening of the load-bearing capacity of the ground;
14) **gradual impact** – for indemnity for Losses resulting from other than the sudden and unexpected impact of noise, temperature, water, gases, vapours, smoke, soot, dust, bacteria, viruses, fungi, or insects;
15) **act of terrorism** – for indemnity for Losses related to Acts of Terrorism;
16) **product recal**l – for reimbursement of costs associated with the withdrawal of a Product or part thereof from the market, regardless of the reason and procedure for the withdrawal ad of whether the Product is responsible for the Loss or not.

## § 7. Premium, Insurance period, Contract Termination

1. Unless Colonnade and the Policyholder agree otherwise:
   1) the Insurance Contract is concluded for a period of one year;
   2) the dates designating the beginning and end of the Insurance Period are specified in the Policy;
   3) the insurance coverage begins at 00:00 on the first day of the Insurance Period and ends at 23:59 on the last day of the Insurance Period;
   4) the premium is payable on the date or dates specified in the Policy.
2. The premium is determined based on an individual risk assessment, taking into account:
   1) the agreed amount of the Indemnity Limit, Sublimits and Deductibles;
   2) the subject and scope of Colonnade's liability under the Insurance Contract;
   3) the specific nature of the risk, which is determined by the type and scale of the Insured Business, the location and technical condition of the property in the Insured's possession, the security measures used by the Insured, and the security procedures used by the Insured;
   4) the claims history, turnover and employment with the Insured, and the duration of Colonnade's liability.
3. If the Insurance Contract is concluded for a period longer than 6 months, the Policyholder may withdraw from the Insurance Contract within 30 days of its conclusion, or if the Policyholder is an entrepreneur, within 7 days of the contract conclusion date. Withdrawal does not release the Policyholder from the obligation to pay the premium for the period during which Colonnade provided insurance coverage.
4. If the premium or its first instalment is due before the start of the Insurance Period and the premium or its first instalment is not paid, insurance coverage does not commence, and the Insurance Contract expires.
5. Colonnade may terminate the Insurance Contract:
   1) due to a delay in payment of the premium, as follows:
      a) if Colonnade was liable before the premium or its first instalment was paid, and the premium or its first instalment was not paid on time, Colonnade may terminate the Insurance Contract with immediate effect and demand payment of the premium for the period during which it was liable; if the Insurance Contract is not terminated, it expires at the end of the period for which the unpaid premium was due,

**b)** if the premium is payable in instalments and the Policyholder fails to pay the second or subsequent instalment of the premium on time, Colonnade shall request the Policyholder in writing to pay the overdue premium within an additional period, not shorter than 7 days from receipt of the request, informing the Policyholder that failure to pay the premium within this period shall mean the termination of Colonnade's liability; upon the ineffective expiry of this additional period, Colonnade's liability ceases;

**2)** if the Policyholder requests a premium reduction due to a reduced probability of an Event (i.e., in the circumstances described in § 4, sec. 2) – within 14 days of receiving such a request, with immediate effect;

**3)** with a 30-day notice period, for the following important reasons:

**a)** gross or willful breach by the Policyholder or the Insured of their obligations under the Insurance Contract,

**b)** fraud or attempted fraud by the Policyholder or the Insured to obtain benefits under Insurance Contracts concluded with Colonnade,

**c)** provision of false information by the Policyholder or the Insured to Colonnade when concluding the Insurance Contract,

**d)** in the case that Colonnade is prevented from the inspection of the property or refused to assist in the inspection.

**6.** The Insurance Contract expires, and Colonnade's liability ceases, when the Indemnity Limit is exhausted following Colonnade's payment of the benefits provided for in the Insurance Contract.

**7.** If Colonnade requests an increase in the premium due to an increased probability of an Event (i.e., in the circumstances described in § 4, sec. 2), the Policyholder may terminate the Insurance Contract with immediate effect within 14 days of receiving such request.

**8.** The Insurance Contract termination must be in written form, otherwise it is null and void.

## § 8. Obligation of the Parties on the occurrence of an Event

**1.** Does an Event occur or the Policyholder become aware of a Third Party filing a claim against them in connection with the Event, the Policyholder is obligated to notify Colonnade immediately, but no later than 7 days after the Event occurs or they become aware of it, or they become aware of a Third Party filing a claim, whichever is earlier.

If the Insurance Contract is concluded on the Insured's behalf, the obligation specified in the preceding sentence shall be borne by the Insured, unless the Insured was unaware of the conclusion of the contract on their behalf.

**2.** In the event of a breach of the obligations specified in section 1 due to willful misconduct or gross negligence, Colonnade may reduce the benefit accordingly if the breach contributed to the increase in the Loss or prevented Colonnade from determining the circumstances and consequences of the Event.

**3.** Failure to notify Colonnade of an Event shall not result in any consequences if Colonnade receives information about the circumstances that should have been communicated to it within the notification period.

**4.** If an Event occurs, the Policyholder and the Insured are obligated to:

**1)** use available means to reduce its extent or prevent the occurrence of another Event;

**2)** secure the possibility of pursuing claims for damages against the persons responsible for the Damage and provide Colonnade with all necessary assistance in pursuing the claim against the person responsible for the Damage, including, in particular, collecting and providing Colonnade with documents ensuring the possibility of effectively enforcing recourse claims;

**3)** notify law enforcement authorities if there are grounds to suspect that the Event resulted from a prohibited act;

**4)** provide Colonnade with explanations and all assistance necessary to determine the facts of the Event, the validity of the claims filed, and the amount of the benefit, including, in particular, enabling an inspection of the Event site and providing all data, information, and evidence in the case, as well as enabling the performance of other activities necessary for the above-mentioned purpose;

**5)** promptly send Colonnade copies of all letters, rulings, and deeds related to the Event, including, in particular, providing court decisions and judgments within a timeframe that shall allow Colonnade to take a position regarding the filing of an appeal.

**5.** The Insured is obligated to ensure the integrity of the factual state of the Event site for the purposes of determining its circumstances, unless:

**1)** this is not possible due to the need to secure property remaining after the damage, mitigate the damage, or prevent increase in its extent;

2) it is required for safety reasons;
3) a different obligation results from generally applicable legal provisions, administrative decisions, or court rulings;
4) it may result in the suspension or disruption of the Insured Business;
5) Colonnade agrees to waive such security.

6. If the Policyholder or Insured intentionally or through gross negligence fails to implement the measures specified in section 4, point 1, Colonnade shall be free from liability for any resulting damage.
7. The Insured's admission of liability, the conclusion of a settlement with a Third Party, or the payment of indemnity shall in each case require the Insured's prior consent from Colonnade. Failure to obtain such consent means that the above-mentioned actions by the Insured shall not affect Colonnade's liability under the Insurance Contract.

## § 9. Payment of indemnity

1. Upon receiving notification of an Event, Colonnade shall, within 7 days of receiving such notification, inform the Policyholder or the Insured Person, if they are not the persons submitting the notification, and shall initiate proceedings to determine the facts of the Event, the validity of the claims submitted, and the amount of the benefit. It shall also inform the claimant in writing or in another manner to which they have consented, what documents are required to determine Colonnade's liability or the amount of the benefit, if this is necessary to continue the proceedings.
2. Colonnade shall pay the benefit based on an accepted claim, settlement, or final court judgment.
3. Colonnade is obligated to pay the benefit within 30 days of receiving notification of the Event.
4. If it proves impossible to clarify the circumstances necessary to establish Colonnade's liability or the amount of the benefit within the above deadline, the benefit shall be paid within 14 days from the date on which, with due diligence, such clarification was possible. However, Colonnade shall pay the undisputed portion of the benefit within the time specified in section 3.
5. If Colonnade fails to pay the benefit within the time specified in section 3, it shall notify the Insured or the claimant in writing of the reasons for its inability to satisfy their claims in whole or in part.
6. If the benefit is not payable or is payable in an amount different than specified in the submitted claim, Colonnade shall notify the Insured or the claimant in writing, specifying the circumstances and legal basis justifying the total or partial refusal to pay the benefit.
7. Unless the parties to the Insurance Contract agree otherwise, the amount of indemnity due shall be reduced each time by the Deductible specified in the Policy. If the value of the Loss does not exceed the amount of the Deductible, Colonnade is free from liability and is not obligated to provide any insurance benefits.
8. If Colonnade determines that the sum of benefits for the Event exceeds the Indemnity Limit or that further defence of the claim is futile, Colonnade may pay the injured party a benefit in the amount of the Indemnity Limit (after deducting previous benefits and the Deductible) or in an amount corresponding to the amount of the claim. In the event of such payment, the Benefits provided by Colonnade is free from the obligation to pay further benefits for that Event.
9. If the Insured disagrees with Colonnade's decision regarding the benefit and thereby prevents the satisfaction of the claim, Colonnade shall not be liable for the resulting interest and additional costs if it has previously notified the Insured.
10. If the Insured waives their rights against Third Parties responsible for the Loss, Colonnade may demand from the Insured the reimbursement of benefits paid for that Loss to the extent that the Insured's waiver of those rights contributed to the impossibility of pursuing recourse claims against Third Parties responsible for the Loss.

## § 10. Additional clauses

The provisions of additional clauses shall apply to the Insurance Contract only if this results from the content of the Policy or another document issued by Colonnade, and to the extent indicated therein.

## Endorsement No. 1 – The United States of America and Canada

**1.** Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6, sec. 2, item 1) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for losses occurring in the territory of the United States of America or its dependent territories or Canada, and also covers claims asserted:
   **1)** based on the substantive law of the United States of America or its dependent territories or Canada; or
   **2)** before a court or state authority of the United States of America or its dependent territories or Canada, regardless of the place where the loss occurred.

**2.** In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability for claims is additionally excluded from insurance coverage:
   **1)** against organizational units of the Insured having their registered office or conducting business in the territory of the United States of America or its dependent territories or Canada;
   **2)** for contractual penalties (liquidated damages), punitive or exemplary damages, administrative penalties, as well as court penalties and pecuniary penalties;
   **3)** arising in connection with the ownership, rental, or lease of any real estate, including premises and buildings;
   **4)** related to accidents at work or occupational diseases of Employees; this exclusion does not apply to accidents at work occurring during Employees' business trips, including participation in trade fairs (excluding manual labour or work involving permanent delegation to work in this area), provided that the claim is brought before a Polish court and based on Polish law;
   **5)** resulting from the withdrawal of the Product from the market;
   **6)** resulting from environmental pollution of any kind;
   **7)** resulting from Losses caused by Advertising.

## Endorsement No. 2 – Employer's Civil Liability

**1.** Subject to the remaining provisions of the GTC (including exclusions), contrary to § 6 sec. 2 item 2) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability, which the Insured bears to the extent specified by law, if, in connection with the conduct of the Insured Business, the Insured is obligated to compensate the Employee for:
   **1)** Bodily Injury resulting from an accident at work, within the meaning of the Act of 30 October 2002 on social insurance for accidents at work and occupational diseases; coverage also covers the liability of the Insured for Damage to a Third Party, in particular a family member of the Employee, incurred as a result of the Employee's death;
   **2)** Property Damage suffered by the Employee;
   **3)** Pure Financial Loss, suffered by the Employee as a result of a breach of personal data protection regulations – the exclusion specified in § 6 sec. 1 item 12) of the GTC does not apply to the above-described scope.

**2.** In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability is additionally excluded from insurance coverage for claims:
   **1)** for occupational diseases;
   **2)** any public entities obligated to pay benefits in the event of an accident at work;
   **3)** for the Insured's obligations to Employees within the scope regulated by the provisions of the Act of 30 October 2002 on social insurance for accidents at work and occupational diseases.

**3.** In the case of Events occurring outside of Poland, if the liability of the Insured is pursued under non-Polish law, insurance coverage is provided only to the extent that the claim is not covered by mandatory employer's civil liability insurance (regardless of whether a mandatory Insurance Contract was concluded), which the Insured was obligated to conclude when posting the Employee to work outside of Poland.

**4.** The scope of insurance also covers the statutory civil liability of the Insured, which he bears to the extent specified by law, if in connection with conducting business activity he is obliged to compensate for the Damage suffered by his Employee on the way to or from work or on the premises belonging to or owned by the Insured (together with the adjacent premises) or on another premises, the maintenance of which is the responsibility of the Insured.

## Endorsement No. 3 – Environmental pollution

**1.** Without prejudice to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 3) of the GTC, Colonnade covers the third party liability of the Insured to the extent specified by law, if in connection with the conduct of the Insured Business he is obliged to compensate for Property Damage or Bodily Injury caused to a Third Party, resulting from leakage, emission, volatilization or other form of release of the Substance into water, soil or air.

**2.** Additionally, insurance coverage covers the Insured's civil liability to Third Parties for costs incurred by them in neutralizing or removing the Substance.

**3.** Insurance coverage is provided provided that:
   **1)** the release of the Substance causing the covered Property Damage or Bodily Injury occurred as a result of a

sudden, accidental, and unforeseeable event, even if the Insured exercised due diligence in conducting the Insured Business, and was neither expected nor intended by the Insured;

2) the onset of the release of the Substance causing the covered Property Damage or Bodily Injury occurred during the Insurance Period or, in the case of renewal of an Insurance Contract previously concluded with Colonnade, no earlier than 100 days prior to the Period of Insurance.

4. In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability is additionally excluded from insurance coverage for:
   1) the costs of neutralizing or removing the Substance from real estate owned by the Insured, unless this was done to mitigate damages to Third Parties or the costs defined in section 2;
   2) fines, administrative or judicial penalties, monetary punitive measures in the form of an obligation to repair damage or indemnity for harm suffered, contractual penalties resulting from the release of the Substance;
   3) the consequences of the release of the Substance occurring in the United States of America or its dependent territories or Canada.

## Endorsement No. 4 – Pure Financial Losses

Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6, sec. 2, item 4) of the GTC, Colonnade provides coverage for the Insured's civil liability for Pure Financial Losses, including those resulting from the inability to use the property, other than:

1) resulting from exceeding deadlines or cost estimates;
2) resulting from the performance of functions in the management of companies or other organizational units;
3) resulting from activities related to monetary transactions, transactions under loan, insurance, or leasing agreements, real estate transactions, and resulting from any type of payment or cash management, breach of trust or misappropriation;
4) resulting from the failure of the Insured or Employee to maintain the property;
5) caused by a Product or service;
6) resulting from any type of emission, noise, odour, sound, or light;
7) arising in connection with the conduct of consulting, design, construction or assembly activities, activities involving inspection or supervision, as well as intermediation of any kind;
8) resulting from defamation, slander, plagiarism, advertising, infringement of copyright or intellectual property rights, infringement of apparent rights, competition and consumer protection law, antitrust law, infringement of the right to privacy of any natural person, as well as regulations governing the protection of personal data, and resulting from the infringement of personal rights;
9) arising from the loss of any item;
10) related to the need to pay contractual penalties, fines, public dues, reimbursement of the price paid for the Product or part thereof or for a service provided;
11) arising from claims of entities belonging to the same capital group as Insured, within the meaning of the Accounting Act.

## Endorsement No. 5 – Rented Property

1. Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 5) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Property Damage to movable property used by the Insured under a rental, lease, leasing, lending agreement, or other similar agreement to perform the Insured Business.
2. In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability for Property Damage to motor vehicles, mopeds, trailers and semi-trailers, rail vehicles and self-propelled machinery, their equipment, and items left in such vehicles is additionally excluded from insurance coverage.

## Endorsement No. 6 – Property in care, custody and control

**1.** Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 6) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Property Damage to movable property transferred to the Insured for safekeeping, held in the custody or under the control of the Insured.

**2.** With respect to the risk covered by this clause, the definition of Property Damage is extended to include financial damage resulting from the loss of property.

**3.** In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability for Property Damage to:

**1)** motor vehicles, mopeds, trailers and semi-trailers, rail vehicles and self-propelled machinery, their equipment, and property left in such vehicles;

**2)** to movable property used by the Insured under a rental, lease, leasing, lending agreement, or other similar agreement;

**3)** to movable property belonging to Third Parties if it was transferred to the Insured for processing, cleaning, repair, or other similar services;

**4)** consisting of loss, substitution, inventory shortages, delivery of property to an unauthorized person, or mistaken delivery of property, as well as damage resulting from false certification, fraud, extortion, blackmail, misappropriation, misappropriation, theft by the Employee or the Employee's intentional facilitation of theft, destruction, removal, concealment, alteration, or forgery of documents or identification marks, or misleading information

are additionally excluded from insurance coverage.

**4.** In the event of theft of property, the Insured is obligated to immediately notify the police of the incident. In the event of a breach of the above obligation, Colonnade may reduce the benefit accordingly if the breach contributed to the increase in the Damage or made it impossible to determine the circumstances and consequences of the Event.

## Endorsement No. 7 – Property subject to services

**1.** Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 7) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Property Damage to movable property if it was transferred to the Insured for processing, cleaning, repair, or other similar services, arising during the performance of such services, or if it was stored by the Insured in connection with the services described above.

**2.** With respect to the risk covered by this clause, the definition of Property Damage is extended to include financial damage resulting from the loss of property.

**3.** In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability for Damage:

**1)** to motor vehicles, mopeds, trailers and semi-trailers, rail vehicles and self-propelled machinery, their equipment, and property left in these vehicles

**2)** to movable property transferred to the Insured for safekeeping, held in the Insured's custody or under their control;

**3)** to movable property used by the Insured under a rental, lease, lending, or other similar agreement;

**4)** consisting of loss, substitution, inventory shortages, delivery of property to an unauthorized person, or mistaken delivery of property, as well as damage resulting from false certification, fraud, extortion, blackmail, misappropriation, misappropriation, theft by the Employee or the intentional facilitation of the theft by the Employee, destruction, removal, concealment, alteration, or forgery of documents or identification marks, or misleading information

are additionally excluded from insurance coverage.

**4.** In the event of theft of property, the Insured is obligated to immediately notify the police of the incident. In the event of a breach of the above obligation, Colonnade may reduce the benefit accordingly if the breach contributed to the increase in the Damage or made it impossible to determine the circumstances and consequences of the incident.

## Endorsement No. 8 – Product blending, mixing and processing

**1.** Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 8) of the GTC and to the extent resulting from sec. 2 of this clause, Colonnade provides insurance coverage for the Insured's civil liability for Losses incurred by Third Parties as a result of:

**1)** in the case of blending or mixing the Product with other items – defective products of Third Parties (hereinafter referred to as final products), arising as a result of blending or mixing the Product with other items that cannot be separated for economic reasons (i.e., if the cost of separating them would exceed the cost of producing the final product) or due to their physical properties, or

  2) in the case of processing the Product – defects in Third Party products (hereinafter referred to as final products), arising as a result of processing or treatment the defective Product, if it has not been combined or mixed with other items.

2. Insurance coverage is limited solely to Losses incurred by Third Parties, consisting of:
   1) damage or destruction of the items connected or mixed with the Product (does not apply to processing or machining of the Product);
   2) costs incurred in manufacturing the final product, excluding the costs of purchasing defective Products;
   3) costs of storage for a period of up to 12 months or disposal of the final product;
   4) costs of sorting or identifying Products or final products, as well as repacking them, if necessary, in connection with such sorting or identification;
   5) costs incurred to remove defects in the final products in order to bring them to a condition that meets legal or market requirements; however, Colonnade is not liable for these costs in the proportion corresponding to the ratio of the purchase cost of the Product to the sales price that could reasonably be expected for a defect-free final product;
   6) losses incurred due to the fact that the final product cannot be sold or can only be sold at a reduced price, provided that Colonnade is not liable for losses in the proportion corresponding to the ratio of the purchase price of the Product to the selling price that could reasonably be expected for a defect-free final product;
   7) costs of re-preparing the production line or part thereof to resume production due to the need to suspend production directly as a result of the production process using the defective Product.
3. Within the scope of this clause, the exclusion of claims arising from warranty provisions or non-conformity of goods with the contract, specified in § 6 sec. 1 item 8) of the GTC, does not apply.
4. In addition to the exclusions specified in the GTC, when applying this clause, the civil liability of the Insured is additionally excluded from insurance coverage for:
   1) any Damage, costs, or losses other than those expressly listed in sec. 2;
   2) Damage resulting from delays of any kind;
   3) loss of anticipated profits that were not achieved, subject to section 2, Point 6;
   4) costs incurred in removing, dismantling, removing, exposing, or cleaning defective Products and reassembling, repositioning, or securing a non-defective Product;
   5) Damage caused to entities belonging to the same capital group as the Insured, within the meaning of the Accounting Act.
5. With respect to insurance coverage under this clause, an Event is deemed to occur at the time the Product is combined, mixed with other items, or processed or treated for the first time.

## Endorsement No. 9 – Mantling and dismantling

1. Subject to the remaining provisions of the GTC (including exclusions), and contrary to the provisions of § 6, sec. 2, item 9) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for costs incurred by Third Parties resulting from the need to remove defective Products and replace them by installing Products free of defects, provided that such removal and replacement of the defective Product is possible and economically justified.
2. Insurance coverage is limited solely to:
   1) costs incurred by a Third Party to remove, disassemble, remove, expose, or clean the defective Product;
   2) costs incurred by a Third Party to install, place, or secure a defect-free Product or a defect-free Product from a supplier other than the Insured;
   3) costs incurred by a Third Party to locate the defective Product;
   4) the costs incurred by a Third Party for re-transporting a defect-free Product or a defect-free Product from a supplier other than the Insured, reduced by the cost of the original Product transport.
3. Within the scope of this clause, the limitations on the scope of coverage resulting from the provisions on warranty or non-conformity of goods with the contract, as specified in § 6, sec. 1, item 8) of the GTC, do not apply.
4. Insurance coverage only covers costs caused by a Product introduced into the market no earlier than 5 years before the date of incorporation of this clause into the Insurance Contract.
5. In addition to the exclusions specified in the GTC, when applying this clause, the civil liability of the Insured is additionally excluded from insurance coverage for:
   1) any Damage, costs, or losses other than those expressly listed in sec. 2;
   2) Damage resulting from delays of any kind;
   3) lost profits that the injured Third Party could have obtained if the Product were not defective;

4) Claims for costs incurred when the Insured installed the defective Product itself or when it was installed on its behalf, at its expense, or under its supervision, provided that the exclusion does not apply to cases where the necessity to incur the costs specified in section 2 results from a reason other than defective installation or supervision;
5) Damage caused to entities belonging to the same capital group as the Insured, within the meaning of the Accounting Act;
6) Claims for costs incurred in relation to Products that are components of motor vehicles, rail vehicles, aircraft, or vessels, provided that these Products, at the time of delivery by the Insured or a person acting on its behalf, were expressly intended for installation in motor vehicles, rail vehicles, aircraft, or vessels.

6. To the extent that the injured Third Party could successfully claim payment of the costs described in this clause from the Insured, the insurance coverage covers the costs of other appropriate replacement activities, including the costs of repairing the defective Product, if these are economically reasonable. In such a case, Colonnade's liability is limited to the amount that would be necessary to cover the costs indicated in section 2.
7. With respect to the insurance coverage under this clause, the Event is deemed to have occurred at the time the defective Product is first installed, placed, or secured.

## Endorsement No. 10 – Machinery clause

1. Subject to the remaining provisions of the GTC (including exclusions), and contrary to the provisions of § 6 sec. 2 item 10) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Losses incurred by Third Parties as a result of defects in items manufactured, processed, or processed by machines, devices, or parts thereof manufactured, delivered, installed, repaired, or maintained by the Insured.
2. Insurance coverage is limited solely to:
   1) damage or destruction of items manufactured, processed, or processed by these machines, devices, or parts thereof;
   2) losses resulting from a reduction or loss of value of items manufactured, processed, or processed by these machines, devices, or parts thereof;
   3) costs incurred to produce, process, or process items by these machines, devices, or parts thereof;
   4) costs incurred to remedy defects in items manufactured, processed, or worked on by these machines, devices, or parts thereof, in order to bring them to a condition that meets legal or market requirements;
   5) costs necessary to locate and sort items free of defects;
   6) costs of storage for a period of up to 12 months or disposal of defective items manufactured, processed, or worked on by these machines, devices, or parts thereof;
   7) costs of cleaning or calibrating a production line whose operation was halted directly as a result of the use of these machines, devices, or parts thereof; however, Colonnade does not cover the costs of such calibration corresponding to the costs of the initial calibration performed by the Insured.
3. In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability is additionally excluded from insurance coverage for:
   1) any Damage, costs, or losses other than those expressly listed in section 2;
   2) Damage resulting from delays of any kind;
   3) anticipated profits that were not achieved, subject to section 2, point 2;
   4) costs incurred in removing, dismantling, removing, exposing, and cleaning defective Products and reassembling, repositioning, or securing a non-defective Product;
   5) Damage caused to entities belonging to the same capital group as the Insured, within the meaning of the Accounting Act.
4. The moment of occurrence of the Event within the meaning of this clause shall be deemed to be the moment of production, processing or treatment of the item for the first time by machines, devices or their parts manufactured, delivered, installed, repaired or maintained by the Insured.

## Endorsement No. 11 – Advertising

1. Without prejudice to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 11) of the GTC and item 8 of clause no. 4, Colonnade provides insurance cover for the civil liability of the Insured if, in connection with the Advertisement of the Insured Business or Product, the Insured is obliged to compensate for Property Damage, Bodily Injury or Pure Financial Loss caused by the Advertisement as a result of unintentional and unforeseeable:

   1) defamation, slander, or plagiarism, or
   2) infringement of copyright or intellectual property rights, except for apparent infringement, or
   3) an act of unfair competition or misappropriation of another person's idea, or
   4) violation of the right to privacy of any natural person.
2. In addition to the exclusions specified in the GTC, when applying this clause, the Insured's civil liability for claims for indemnity for Losses caused by Advertising is additionally excluded from insurance coverage:
   1) as a result of non-performance or improper performance of the contract, except for misappropriation of the idea of a Third Party with whom the Insured has entered into an agreement;
   2) arising out of or unrelated to the Advertising of the Insured Business or Products;
   3) in connection with an incorrect description or pricing of a Product or services provided or offered by the Insured;
   4) arising from or resulting from the fact that the advertised Insured Business, the Insured's service, or the Product does not have the features or properties claimed by Advertising;
   5) which was first made public in any form before the conclusion of the Insurance Agreement; provided that this exclusion does not apply if the Advertisement was first made public during the term of a previous insurance agreement with Colonnade, provided that immediately after the termination of that previous agreement, a subsequent insurance agreement or agreements were concluded in such a way that, until the conclusion of the Insurance Agreement, there were no interruptions in the periods of insurance provided by Colonnade, and all such agreements had the same scope of coverage;
   6) caused by comparative advertising;
   7) caused by Advertising broadcast in the United States of America or its dependent territories or in Canada, as well as claims asserted under the law or before the courts of the United States of America or its dependent territories or Canada;
   8) if the Insured Business involves the creation of Advertisements for Third Parties.

## Endorsement No. 12 – Failure to supply

Without prejudice to the remaining provisions of GTC (including exclusions), other than stipulated in § 6 sec. 2 point 12) GTC, Colonnade covers the Insured's civil liability for Property Damage or Bodily Injury resulting from failure to supply electricity or heat, gas, water, steam or the supply of such media with incorrect parameters.

## Endorsement No. 13 – Vibration clause

1. Subject to the remaining provisions of the GTC (including exclusions), and contrary to the provisions of § 6 sec. 2 item 13) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Property Damage resulting from vibrations or shocks, weakening of the load-bearing elements of a building or structure, subsidence, or weakening of the bearing capacity of the ground.
2. If Property Damage resulted from construction work carried out by the Insured, insurance coverage exists provided that:
   1) in the period preceding the commencement of construction work, the technical condition of the damaged or destroyed building or structure was determined to be good and all appropriate protective measures were implemented;
   2) before the commencement of construction work, the Insured prepared a report confirming the technical condition of the damaged or destroyed building or structure, to the extent required by regulations and good construction practice, taking into account the type of hazard, the type and condition of the property at risk, and the method and scope of the construction work.
3. Insurance coverage does not cover:
   1) Property Damage to real estate not resulting from a construction disaster within the meaning of the Construction Law;
   2) Property Damage to real estate directly adjacent to the construction site that was not inventoried before construction work commenced, and such an inventory should have been expected, taking into account industry best practices;
   3) Property Damage consisting of surface damage, i.e., damage that neither impairs the stability of the property nor poses a threat to its users;
   4) Property Damage that could reasonably have been foreseen due to the type of work and construction methods used.

4. In connection with the provisions of sec. 2 point 2) and sec. 3 point 2) of the clause, failure to prepare a report confirming the technical condition of the building or structure shall not constitute a circumstance excluding Colonnade's liability if the Insured has taken all necessary steps to prepare it, but this proved impossible for reasons beyond its control.

## Endorsement No. 14 – Gradual impact

Subject to the remaining provisions of the GTC (including exclusions), and contrary to § 6 sec. 2 item 14) of the GTC, Colonnade provides coverage for the Insured's civil liability for Property Damage or Bodily Injury resulting from effects other than sudden and unexpected of noise, temperature, water, gases, vapours, smoke, soot, dust, bacteria, viruses, fungi, or insects.

The restrictions on the scope of coverage described in § 6 sec. 1 item 21) and § 2 item 3) of the GTC remain in effect.

## Endorsement No. 15 – Acts of terrorism

Without prejudice to the remaining provisions of the GTC (including exclusions), and contrary to the provisions of § 6 sec. 2 item 15) of the GTC, Colonnade covers the third-party liability of the Insured for Bodily Injury or Property Damage resulting from Acts of Terrorism.

## Endorsement No. 16 – Parking clause

1. Subject to the remaining provisions of the GTC (including exclusions), contrary to the provisions of § 6 sec. 2 item 6) of the GTC, Colonnade provides insurance coverage for the Insured's civil liability for Property Damage to motor vehicles, mopeds, trailers, semi-trailers, and self-propelled machines (hereinafter referred to as Vehicles) transferred to the Insured for storage, and in the custody or control of the Insured.
2. For the purposes of this clause, the definition of Property Damage in § 1 of the GTC shall read as follows: "Property Damage means property damage resulting from damage to, destruction of, or loss of property. Property Damage also includes loss of profits that a Third Party could have obtained if the property had not been damaged or destroyed."
3. Insurance coverage for loss of property is deemed provided provided that the Vehicles are stored in a parking lot and the parking lot has the following security measures:
   1) constant physical supervision;
   2) 24-hour monitoring enabling viewing of the Vehicle's parking location and subsequent playback of camera recordings;
   3) parking lot lighting;
   4) the parking lot is permanently closed and secured with a permanent fence.
4. Insurance coverage does not cover:
   1) Damage to items left in the Vehicles;
   2) Damage to Vehicles used by the Insured under a rental, lease, use, leasing, or other agreement for the use of third-party property;
   3) Damage to Vehicles during the performance of services other than parking.
5. In the event of loss or theft of the Vehicle or any part thereof, the Insured is obligated to notify the police immediately, no later than 24 hours after learning of the incident. In the event of a breach of this obligation, Colonnade may reduce the benefit accordingly if the breach contributed to the increase in the Loss or prevented the determination of the circumstances and consequences of the accident.

## Endorsement No. 17 – Product recall costs clause

1. Subject to the remaining provisions of the GTC (including exclusions), and contrary to § 6 sec. 2 item 16) of the GTC, insurance coverage is extended to include claims related to Recall Costs incurred as a result of a Product Recall from the Market, resulting from the Product being deemed unsafe.
2. Under this clause, a Product is deemed unsafe if:
   1) it has caused, or there is a reasonable probability of causing, bodily injury, health impairment, or death to any person;
   2) it has caused, or there is a reasonable probability of causing, damage to or destruction of property.
3. Insurance coverage covers a Product Recall from the Market that occurred during the Insurance Period and was reported to Colonnade in documentary form during the Insurance Period or within 30 days of its end.
4. Insurance coverage only covers Recall Costs relating to activities performed within 12 months of the commencement of the Product Recall from the Market.

**5.** Insurance coverage applies only to the Product that was reported to Colonnade prior to the conclusion of the Insurance Contract. Product Recall Costs that were not reported to Colonnade prior to the conclusion of the Insurance Contract shall be covered provided that:

**1)** the Product Recall Report is submitted to Colonnade in documentary form at least 30 days before it is introduced to the market, and

**2)** the Insured did not know, and despite exercising due diligence, could not have known, on the date of reporting to Colonnade that the Product might be dangerous, and

**3)** Colonnade has agreed in documentary form to include the Product Recall Costs for the reported Product in the insurance coverage, provided that Colonnade reserves the right to make changes to the Insurance Contract, including the premium. Coverage for Product Recall Costs that were not reported prior to the conclusion of the contract shall be subject to the Policyholder's acceptance of the changes proposed by Colonnade.

**6.** The term of Product also means an item manufactured by a Third Party containing the Product.

**7.** The Deductible does not apply to Product Recall Costs for consultation and advisory costs.

**8.** Solely within the scope of insurance coverage specified in this clause, the terms indicated below have the following meanings:

**1)** **Recall Costs** mean the following reasonable and necessary costs and expenses incurred by the Insured or a Third Party directly and exclusively as a result of a Product Recall:

**a)** costs of shipping or transporting the Product from its purchasers, distributors, or users,

**b)** costs of transport, accommodation, and meals for persons involved in the Product Recall,

**c)** costs of any advertising and correspondence,

**d)** costs of remuneration for additional employees,

**e)** costs of overtime pay,

**f)** costs of storage, rental, or adaptation of additional storage space for a period of up to 12 months,

**g)** costs of disposing of unused packaging and marketing materials intended for points of sale relating to the recalled Product, provided that such packaging or materials cannot be used or reused,

**h)** costs of destruction or disposal of the Product, including special methods not normally used for destruction. or waste disposal, if the need for their use results from the specific nature of the withdrawn Product,

**i)** costs of sorting and repackaging the Products,

**j)** costs of remuneration for consultants and advisors (including those related to protecting the Insured's image and the costs of performing appropriate tests), incurred with the prior written consent of Colonnade,

**k)** costs of monitoring the course and effectiveness of activities;

**2)** **Product Recall from the Market** means a request by the Insured or a Third Party to purchasers, distributors, or users of Products to return them or forward them to designated entities for inspection, repair, or replacement. Product Recall from the Market also includes the issuance of warnings by the aforementioned persons about the dangers of the Product, if, under the law, such a warning is sufficient to avoid physical withdrawal of the Product. The moment of the Product Recall from the Market is deemed to be the moment of the first public notice issued by the Insured, a public administration body, or a Third Party in documentary, electronic, radio, or television form. Product Recall from the Market includes a Government Recall.

**3)** **Government Recall** means any withdrawal of a Product from the market where:

**a)** the withdrawal has been ordered by a competent public administration body; or

**b)** all conditions necessary for issuing a withdrawal order have been met in the proceedings pending before the competent public administration body, despite the lack of a final administrative decision.

**9.** In the application of this clause, Colonnade's liability for any costs, losses, or claims resulting from:

**1)** Withdrawal of a Product from the Market resulting from:

**a)** bioengineering, genetic engineering, or genetic modification to which any Product has been subjected,

**b)** hormonal treatment to which any Product has been subjected,

**c)** irradiation to which any Product has been subjected,

**d)** carcinogenic substances, regardless of whether these substances also cause other non-carcinogenic effects,

**e)** exposure to asbestos or lead,

- **f)** defects or irregularities in the production, preparation, or manufacture of the Product, of which the Insured was aware before the Insurance Period or of which the Insured could have become aware with due diligence,
- **g)** malfunction of the Product as a result of use other than its intended purpose or any breach of the warranty or operating instructions,
- **h)** expiry of the Product's expiration or use-by date,
- **i)** a ban on its production, distribution, or sale, or a declaration by a public authority that it is dangerous, issued before the beginning of the Insurance Period,
- **j)** intentional adverse interference with the Product, meaning any type of actual, alleged, or threatened, intended, malicious, or unlawful alteration or contamination of the Product, intended to render the Product unfit for use or consumption or to create a danger associated with the use or consumption of the Product, or to create such an impression in the public,
- **k)** deterioration, decomposition, or changes in the chemical structure, including in particular any combination or interaction between components, This exclusion does not apply if deterioration, decomposition, or a change in chemical structure occurred as a direct consequence of an unintentional error or omission in the manufacturing process of the Product;

**2)** failure by persons other than the Insured to follow the instructions for storage, use, or consumption of the Product specified by the Insured;

**3)** intentional violation by the Insured's Representatives or the Product's distributor of applicable regulations or good market practices to which the Insured and the distributor are obligated;

**4)** changes in legal regulations or individual consumer assessments regarding the safety of the Product or its components;

**5)** Product Recall by one Insured from another Insured;

**6)** Product Recall introduced to the market more than 3 years before the beginning of the Insurance Period;

**7)** reasons other than those listed in the definition of Recall Costs.

**10.** In addition to the provisions of GTC unchanged by this clause, the following additional conditions apply to the coverage resulting from this clause:

**1)** Obligations of the Insured in the event of a Product Recall:

- **a)** the Insured shall immediately, but no later than 7 days after the occurrence or receipt of information about the Product Recall, provide Colonnade with written notice describing the time, place, and circumstances of the event, as well as the estimated Recall Costs. The Insured shall immediately take all reasonable steps to minimize the costs and losses associated with the Product Recall.
- **b)** the Insured shall cooperate with Colonnade and, at its request, provide support in pursuing claims from persons who may be liable to the Insured for the Recall Costs incurred;

**2)** Recall Costs incurred by Third Parties are covered, provided that the Insured is obligated to reimburse them under applicable law. Colonnade shall compensate Third Party Recall Costs only up to the amount that the Insured would have incurred if it had conducted the Recall itself.

## § 11. Final provisions

**1.** Any changes to the Insurance Contract may only be made in written form, otherwise being null and void.

**2.** Transfer of rights and obligations under the Insurance Contract requires the consent of Colonnade.

**3.** The law applicable to the Insurance Contract is Polish law.

**4.** Actions for claims arising from the Insurance Contract may be brought in accordance with the provisions of general jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the Insurance Contract, as well as before the court having jurisdiction over the heirs of the Insured or the beneficiary under the Insurance Contract.

## § 12. Complaint handling

**1.** Colonnade makes every effort to ensure that the services offered, including decisions regarding claims, are of the highest quality and in accordance with the concluded Insurance Contracts and applicable law.

**2.** If the Policyholder/Insured or the beneficiary of the Insurance Agreement does not agree with the decision made by Colonnade, he or she has the right to ask Colonnade to reconsider the claim or to resolve the dispute amicably.

**3.** If Policyholder/Insured natural persons or persons entitled under an Insurance Contract would like to report Colonnade Advertising activities, they should do so:

**1)** in paper form to the Colonnade address: ul. Prosta 67, 00-838 Warszawa, or

**2)** in electronic form to the e-mail address reklamacje@colonnade.pl or to the electronic delivery address AE:PL-60996-58497-FSEAB-16, or

**3)** orally: by phone at 22 528 51 00 or for the record during a visit to the Colonnade headquarters.

**4.** Complaints are considered immediately, but no later than 30 days from their receipt, and in particularly complex cases - within 60 days from their receipt. The date of the response is considered to be the date it was sent.

**5.** If, in particularly complex cases, Colonnade is unable to respond to Advertising activity within 30 days, it shall inform:

**1)** what are the reasons for the delay;

**2)** what circumstances must be established to consider the case;

**3)** what shall be the new response deadline.

**6.** Colonnade shall respond to Advertising activity in writing:

**1)** in electronic form - if the Advertising activity was submitted in writing in electronic form, unless the person reporting the Advertising activity requested a response in writing in paper form;

**2)** in paper form - if the Advertising activity was submitted in writing in paper form, unless the person reporting the Advertising activity requested a response in writing in electronic form;

**3)** in paper or electronic form, in accordance with the request of the applicant - if the Advertising activity was submitted orally.

**7.** In addition, complaints may be submitted to:

**1)** Financial Ombudsman;

**2)** the Polish Financial Supervision Authority, which supervises the activities of the Insurer in Poland;

**3)** Municipal and District Consumer Ombudsmen.

**8.** If the claim or advertising activity is not accepted, the Insured, the Policyholder, the beneficiary, the person entitled under the Insurance Agreement, as well as the heir with a legal interest in determining liability or fulfilling the benefit under the Insurance Agreement has the right to apply to the Financial Ombudsman to consider the case or conduct proceedings for out-of-court resolution of the dispute between the client and the financial market entity; details can be found at: http://www.rf.gov.pl.

**9.** Notwithstanding the provisions of this paragraph, the Policyholder/Insured Person or any other person entitled to benefits has the right to go to court to pursue his or her claims.

# Principles of personal data processing

The personal data controller is Colonnade Insurance S.A., operating in Poland through Colonnade Insurance Société Anonyme, Branch in Poland, ul. Prosta 67, 00-838 Warsaw (hereinafter referred to as Colonnade or the Controller). The legal basis and purpose of processing basic personal data is to take steps prior to entering into a contract and to conclude and perform the contract. If personal data of other individuals are obtained from the policyholder or another person contacting the Controller, the legally justified purpose of processing such data is the performance of the contract, which constitutes the legal basis for processing. Data concerning the health of the Insured or persons entitled under the Insurance Contract, contained in Insurance Contracts or declarations submitted before entering into the Insurance Contract, may be processed for the purpose of assessing insurance risk or performing the Insurance Contract, to the extent necessary given the purpose and type of insurance, and the legal basis for their processing is the insurance company's authorization under the Insurance and Reinsurance Activity Act. In other cases, health data may be processed on the basis of and for the purpose of establishing, pursuing, or defending against claims.

Personal data may also be processed to fulfil the Controller's legal obligations, and the necessity for processing always arises from legal provisions (concerning insurance activities, processing advertising activities, tax and accounting matters, statistical and actuarial obligations, and consumer protection). They may also be processed for purposes arising from the Controller's legitimate interests (i.e., reducing insurance risk through reinsurance, preventing damage to the Controller by counteracting insurance fraud, conducting direct marketing of its own products through analytical activities and contacting the data subject, ensuring compliance with international sanctions through analysis, as well as pursuing or defending against claims arising from the Controller's activities, including taking the necessary steps to secure them).

Personal data may be disclosed to other entities only in connection with the implementation of the above-mentioned purposes and on the basis of a written agreement (including IT service providers, insurance intermediaries, claims adjusters, debt collectors, marketing agencies) or in connection with the Controller's legitimate purpose (including insurance companies, reinsurers, payment institutions, or entities providing services directly to the data subject).

Depending on the purpose, personal data are always processed for no longer than the limitation period for claims or legal provisions. Personal data may be transferred by Colonnade to third countries (outside the European Economic Area) only in situations specified by law, in particular when conditions ensuring an adequate level of personal data security are met. Personal data may be transferred, among others, on the basis of standard data protection clauses adopted by the European Commission, based on a European Commission decision establishing an adequate level of protection in accordance with Art. 45 GDPR or the "EU-US Data Privacy Framework," which means that appropriate measures for the protection and security of personal data required by European regulations have been implemented.

In other cases of personal data being transferred outside the European Economic Area, this information shall be provided in the clause regarding the principles of their processing. The data subject has the right to request access to, rectification, erasure, or restriction of processing of personal data, or the right to object to processing, the right to data portability, and the right to lodge a complaint with the supervisory authority responsible for personal data protection (both in Poland and Luxembourg), as well as the right to withdraw consent. Providing personal data is necessary to conclude and perform the contract and to fulfil Colonnade's legal obligations. Without providing personal data, it is not possible to conclude the contract. Providing a telephone number is voluntary, as is an email address, unless it is required for the delivery of insurance documentation. However, direct marketing by email or telephone shall not be possible without prior consent. Consent may be withdrawn at any time in the manner indicated below, without affecting the lawfulness of processing based on consent before its withdrawal.

You can contact the Controller by writing to the Colonnade Branch, by calling +48 22 276 26 00, or by sending an email to info@colonnade.pl. For all matters concerning the processing of personal data, in particular the exercise of rights related to data processing, objections, or data transfer outside the EEA, you can contact the Data Protection Officer at Colonnade (dpo@colonnade.pl) or by sending a letter to the Colonnade Branch.

*This document contains an English translation of the original text of the general terms and conditions of insurance and does not replace it. All the provisions set out below are provided solely as an English translation. In the event of any discrepancies, the Polish version shall prevail.*

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