

## GENERAL TERMS AND CONDITIONS FOR ACCIDENT INSURANCE FOR DRIVERS AND PASSENGERS OF MOTOR VEHICLES

adopted by the Resolution of the Management Board  
of Powszechny Zakład Ubezpieczeń SA  
no. UZ/43/2009 dated February 9, 2009

### GENERAL PROVISIONS

- § 1. The general terms and conditions for accident insurance for drivers and passengers of motor vehicle (further referred to as "General Conditions") are applied to insurance contracts concluded by the Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as PZU SA, with individuals, legal persons or organizational entities with no legal personality.
- § 2. On the basis of these General Conditions, PZU SA provides insurance coverage to the driver and passengers of motor vehicle named on the insurance document, regarding the results of accidents tied to the traffic of motor vehicle.
- § 3.1. Additional provisions, or provisions different from those set forth in the general conditions for insurance, may be introduced to the insurance contract, subject to agreement with the Policyholder.
2. PZU SA is obliged to present to the Policyholder the differences between the provisions of the insurance contract and the General Conditions in written form before concluding the insurance contract. In case where PZU SA does not comply with that obligation, it cannot quote the difference unfavorable for the Policyholder or the Insured. This provision does not apply to insurance contracts concluded by way of negotiations.
- § 4. For matters not regulated by these general terms and conditions, the relevant provisions of the Civil Code and other provisions of the Polish law shall apply.

### DEFINITIONS

- § 5. The terms used in the General Conditions shall have the meaning specified below:
- 1) **the Policyholder** – an individual, legal entity or an organizational entity without legal personality, which concludes the insurance contract with PZU SA;
  - 2) **the Insured** – the driver and passengers of the vehicle, in a number specified in the registration document of the vehicle named on the insurance document;
  - 3) **the Beneficiary** – a person entitled by the Policyholder to receive the benefit in case of his/her death;
  - 4) **accident** – a sudden event caused by an external reason, tied to the traffic of a motor vehicle, which caused the insured to sustain, regardless of his//her will, permanent bodily injury, disturbance of health or died;
  - 5) **motor vehicle** (further referred to as the vehicle):
    - a) car, tractor, motorbike or trailer:
      - registered in the Republic of Poland pursuant to the regulations of Traffic Act,

- not registered, but subject to registration in the Republic of Poland pursuant to the regulations of Traffic Act, in case where the Policyholder has a permanent place of residence or business seat in the Republic of Poland,
  - registered in another state, in which PZU SA conducts insurance business, under the condition that the law of this state allows to select the Polish law as the law appropriate for the insurance contract,
  - registered in another member country of the European Union, in which PZU SA does not conduct insurance business, and purchased in that country if they are meant to be registered in the Republic of Poland, with the reservation that the insurance period in this case may not exceed 30 days from the date when its buyer assumed possession of the vehicle;
- b) slow-speed vehicle, as defined in the provisions of the Traffic Law;
  - c) other vehicles, possessed by units subordinate to the minister competent for national defense or by bodies and units which are supervised by or subordinate to the minister competent for internal affairs, propelled with an engine installed in the vehicle, powered by its own energy source, together with all types of towed equipment;
- 6) **accident** – a collision of the vehicle named in the insurance document with another vehicle, persons, animals or objects outside the vehicle, as well as an overturning of the vehicle;
  - 7) **vehicle traffic** – situations where the vehicle moves by force of its engine or by force of inertia;
  - 8) **entering the vehicle** – actions that must be performed by the driver or passengers from the moment of opening the door of the vehicle from the outside to the moment of finding themselves within the vehicle;
  - 9) **getting off the vehicle** – actions that must be performed by the driver or passengers from the moment of opening the door of the vehicle from the inside to the moment of finding themselves outside the vehicle;
  - 10) **repair of the vehicle** – a set of action that have to be performed by the driver or the passengers of the vehicle during the vehicle’s stopover, tied to damage of the vehicle or a road accident, meant to check the vehicle’s technical condition or removal of its failure;
  - 11) **unloading of the vehicle** – set of activities that have to be performed by the driver or the passengers of the vehicle in order to remove cargo elements from the vehicle;
  - 12) **loading of the vehicle** – set of activities that have to be performed by the driver or passengers of the vehicle in order to move cargo elements into the vehicle.

## **SUBJECT AND SCOPE OF INSURANCE**

- § 6. The subject of insurance includes permanent consequences of accidents, which arose during the insurance period with relation to vehicle’s traffic and:
1. during entering and getting off the vehicle;
  2. while staying inside the vehicle in case when the vehicle was stopped or parked during travel;
  3. during repair of the vehicle, performed en route;
  4. directly during loading and unloading of the vehicle, or a trailer connected with the vehicle.

- § 7. The insurance covers also permanent results of a myocardial infarction or a cerebral hemorrhage of the driver, occurring during the traffic of a motor vehicle.
- § 8. The insurance covers permanent results of accidents defined in § 6 and events defined in § 7, occurring within the territory of the Republic of Poland and outside its boundaries. The benefits are paid only in Polish zloty.

### **EXCLUSIONS OF LIABILITY**

- § 9.1. The liability of PZU SA does not cover the results of accidents, which arose:
- 1) with respect to the driver, while driving the vehicle:
    - a) if the driver did not hold the required license to drive the vehicle,
    - b) if in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction, if that state of intoxication or after substance abuse had an influence on the occurrence of the accident;
  - 2) with respect to the passenger – if in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction, if that state of intoxication or after substance abuse had an influence on the occurrence of the accident;
  - 3) with respect to the passenger, who consciously decided to ride with a driver who was in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction, if that state of intoxication or after substance abuse had an influence on the occurrence of the accident;
  - 4) with respect to the driver or the passengers:
    - a) caused purposefully or through gross negligence by the Insured, Policyholder, Beneficiary or another person entitled to use the vehicle or dispose of it;
    - b) as a result of poisoning caused by consumption of alcohol, use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction,
    - c) which arose as a result of participating in fights (with the exception of acting in necessary self-defense) and with relation to using the vehicle in order to commit or attempt a crime,
    - d) with relation to committed or attempted suicide,
    - e) as a result of acts of war, participation in strikes, riots, disturbances, protest actions, road blockades, acts of terrorism or sabotage,
    - f) during driving a vehicle used for driving lessons, unless this risk was covered by insurance upon the payment of an appropriately increased premium,
    - g) during racing and competition driving, as well as training for such events, unless this risk was covered by insurance upon the payment of an appropriately increased premium,
    - h) during riding a taxi or a vehicle used for gainful transport of persons, unless this risk was covered by insurance,
    - i) during riding a vehicle rented for a fee under business activity covering rental of vehicles, unless that risk was covered by insurance;

- 5) with respect to the driver, while driving the vehicle that was not registered or did not have a valid registration document or valid technical inspection certificate, if the given vehicle is subject to the requirement of registration or regular technical inspections, if the vehicle's technical condition had an influence on the occurrence of the accident.
2. The liability of PZU SA is excluded if the accident was the outcome of illnesses or health conditions of the Insured, existing at the time of the accident, subject to provisions of § 7.
3. For an appropriately increased premium, the insurance may cover losses arising:
  - 1) when driving a vehicle used for driving lessons;
  - 2) during motor races and competitive racing as well as during training for such races, provided that the organizers of the event confirmed the damage;
4. The liability of PZU SA does not cover compensation for endured pain, physical and moral suffering; nor does it cover compensation for incurred material damages including the loss, damage to or destruction of an object.
5. The state of intoxication, or state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction, as well as the authorization of the driver to drive the vehicle are evaluated on the basis of the law of the state in which the event occurred.

#### **SUM INSURED. TYPES AND AMOUNT OF BENEFITS**

- § 10.1. The sum insured is determined by PZU SA in agreement with the Policyholder, and ranges from 3,000.00 Polish zloty to 100,000.00 Polish zloty for every person insured.
2. In the course of the insurance, the Policyholder may change the sum insured or the scope of insurance, subject to the approval of PZU SA.
  3. The increase of the sum insured, or extension of the scope of insurance, causes the need to pay an additional premium.
  4. In case of accidents arising on the first day following the change of the sum insured or the scope of insurance, PZU SA is liable according to the previous terms of the insurance contract.
- § 11. The Insured is entitled to benefits in amount resulting from the insurance contract.
- § 12.1. The insurance covers the following benefits:
- 1) benefit for permanent disturbance of health, resulting from an accident or event covered by the insurance. If the Insured suffered a 100% permanent disturbance of health, PZU SA pays the benefit in the full amount of the sum insured; and in case of partial disturbance, a percentage of sum insured corresponding to the percentage of health disturbance suffered by the Insured;
  - 2) benefit for death caused by accident or an event covered by the insurance contract – 100% of the sum insured;
  - 3) refund of costs incurred for the purchase of prostheses and auxiliary materials, up to the amount of 10% of sum insured, but not more than 10,000.00 Polish zloty;

- 4) refund of costs incurred for the vocational retraining of disabled persons, up to the amount of 10% of sum insured, but not more than PLN 10,000.00 Polish zloty;
  - 5) refund of the costs of treatment of the results of accidents or events covered by the insurance contract, incurred within the territory of the Republic of Poland – up to 10% of the sum insured, but not more than 5,000.00 Polish zloty;
  - 6) refund of documented costs of transporting the corpse from the place of death to the place of burial in the Republic of Poland – in an amount up to 50% of the sum insured, but not more than 15,000.00 Polish zloty.
2. The costs of treatment are defined as the following costs, indispensable from the medical point of view:
    - 1) costs of medical consultations, treatment, outpatient procedures and surgeries, as well as costs of medical tests ordered by the doctor;
    - 2) costs of the purchase of the necessary medication and dressings ordered by the doctor;
    - 3) costs of hospital treatment;
    - 4) costs of transport from the location of the accident to the hospital or outpatient clinic.
  3. The costs defined in section 1 items 3, 4, 5 and 6 are subject to refund if they had been incurred as a result of an accident or event covered by the insurance contract; and have not been covered from health insurance, other insurance or another title and provided that they have been incurred within 2 years from the date of the accident or event covered by the contract.

The refund of these costs is made on the basis of original invoices and original proofs of payment, up to the amount of actual costs, but not more than the amount resulting from the insurance contract.
- §13. Regardless of benefits covered by the insurance contract, PZU SA refunds to the Insured the necessary and documented expenses incurred for domestic transport to doctors designated by PZU SA, or to clinical observation, as well as the costs of medical test commissioned by the adjudicating doctors of PZU SA, which are required to justify the claims.
- § 14. If the injured party was insured under several insurance contracts, the benefit for costs of medical treatment, transport of body, costs of purchasing prosthesis and auxiliary materials, as well as the costs of vocational retraining of disabled persons, are paid up to the amount of actual and documented costs, but the maximum amount is the amount of limits resulting from the concluded insurance contracts.

## **INSURANCE CONTRACT. THE INSURANCE PREMIUM**

- § 15.1. Conclusion of the insurance contract is confirmed by PZU SA with the insurance document.
2. The Policyholder is obliged to inform PZU SA of all circumstances known to him/her about which PZU SA asked in the offer form (application form) or in other correspondence preceding the conclusion of the insurance contract. If the Policyholder concludes the insurance contract through a representative, this obligation bears also upon the representative and includes also circumstances known to him/her. If PZU SA concluded the insurance contract despite lack of answers to some of the questions, the omitted circumstances are treated as irrelevant.
  3. During the course of the insurance contract, the Policyholder is obliged to inform PZU SA of changes to circumstances named in section 2. The Policyholder is obliged to notify PZU SA of the changes immediately after becoming aware of them.
  4. In the case of concluding the insurance contract for the benefit of a third party, the obligation described in sections 2 and 3 bear both upon the Policyholder and the Insured, unless the Insured was unaware of the contract concluded for his/her benefit.
  5. PZU SA is not liable for the consequences of circumstances which under breach of sections 2-4 were not communicated to it. If the breach of provisions of sections 2-4 occurred due to willful action, in case of doubts it is deemed that the insurance event provided for under the contract and its consequences are the result of circumstances described in the preceding sentence.
  6. In case of sale of the vehicle, the rights under the insurance contract may be assigned to its buyer. Assignment of the rights to the current owner of the vehicle, as its user under a leasing contract, lessee or borrower to whom the bank handed over the vehicle into use, does not require the approval of PZU SA. The seller or the buyer of the vehicle is obliged to notify PZU SA, at the latest on the date of the sale, of the assignment of rights under the insurance contract, delivering to PZU SA a document which confirms the assignment of these rights. PZU SA confirms in writing the transfer of rights under the insurance contract to the vehicle's buyer.
  7. Assignment of rights under the insurance contract to persons other than those specified in section 6 requires the approval of PZU SA.
  8. In case of transfer of rights under the insurance contract, the obligations of the seller are also transferred to the buyer of the vehicle, unless the parties agreed otherwise subject to the approval of PZU SA. Despite the transfer of rights, the seller is jointly and severally responsible together with the buyer for the payment of premium for the period until the vehicle was effectively transferred to the buyer.
  9. If the rights under the insurance contract were not transferred to the buyer of the vehicle, coverage expires at the time the ownership of the vehicle is transferred to the buyer.
- § 16.1. The insurance contract is concluded for a period of 12 months or for a shorter period (short-term insurance).
2. In the case of vehicles registered in another member country of the European Union, in which PZU SA does not conduct insurance business, and purchased in that country if they are meant to be registered in the Republic of

Poland, the insurance contract may be concluded for a 12-month period, provided that the vehicle is registered within the Republic of Poland within 30 days from the date when its buyer assumed possession of the vehicle. If the vehicle is not registered in the Republic of Poland within the time specified above, the insurance coverage expires at the end of this period.

§ 17. Unless otherwise agreed, the liability of PZU SA commences on the day following the conclusion of the insurance contract, but no earlier than the day following the payment of premium or premium installment.

§ 18. Insurance coverage expires:

- 1) upon the expiry of the insurance period, defined in the insurance document;
- 2) on the day of delivering to the Policyholder a statement of PZU SA on termination of the contract with immediate effect in case where PZU SA is liable before the payment of the premium or its first installment, and the premium or its first installment was not paid on time;
- 3) after 7 days from the day the Policyholder receives from PZU SA the notice to pay subsequent premium installment, sent after the due date of payment with information that lack of payment within 7 days from the date of receipt of this notice would cause expiry of liability;
- 4) on the day of delivering to the other party a statement on termination of insurance contract with immediate effect in the case described in § 22 section 8;
- 5) after 30 days from assuming ownership of the vehicle and not registering it in the Republic of Poland within the time specified above, in the case of contract which is described in § 16 section 2;
- 6) at the time of transfer of vehicle ownership, if the rights under the insurance contract were not transferred to the buyer of the vehicle;
- 7) on the date of withdrawal from insurance contract, or upon the expiry of notice period;
- 8) on the day the vehicle is removed from register.

§ 19.1. If the insurance contract is concluded for a period longer than 6 months, the Policyholder may withdraw from the contract with 30 days' notice; and in the case when the Policyholder is an entrepreneur, within 7 days from the date of concluding the contract.

2. Withdrawal from the contract does not relieve the Policyholder from the duty to pay the premium for the period during which PZU SA provided insurance coverage.

§ 20. The Policyholder may terminate the insurance contract at any time, with immediate effect.

§ 21.1. If the insurance contract expires before the end of period for which it was concluded, the Policyholder is entitled to refund of premium for the unused coverage period.

2. The unused coverage period is calculated from the next day following the expiry of coverage.

3. The premium subject to refund is determined in proportion to the unused period of insurance coverage.

4. PZU SA refunds the premium upon obtaining information on circumstances constituting the basis for expiry of coverage.

§ 22.1. The insurance premium is calculated for the period of liability of PZU SA.

2. The premium is payable as a single amount at the time of concluding the insurance contract, unless the insurance document provides for another manner and time for payment of premium.

3. The amount of premium and the date for its payment is set forth in the insurance document.
4. The premium is paid in cash or, subject to agreement with PZU SA, in non-cash form.
5. If the payment of premium or premium installment is made in the form of a bank transfer or postal money order, the date of payment is deemed to be the date when the full due amount defined in the policy is credited to the bank account of PZU SA.
6. The insurance premium is determined on the basis of the premium tariff applied on the day of concluding the insurance contract. The same tariff is applied in the case of concluding an additional insurance contract.
7. The level of premium is established depending on the sum insured, vehicle type, insurance period, form of use of the vehicle, and premium payment scheme.
8. In case of revealing circumstances which cause a significant change in the probability of insurance event, each of the parties may demand an appropriate change in premium amount, starting from the time when this circumstance occurred, but not earlier than from the start of the current insurance period. If such demand is submitted, the other party may terminate the insurance contract within 14 days, with immediate effect.

### **PROCEDURE IN THE EVENT OF ACCIDENT**

§ 23.1. In case of an accident, the Insured is obliged to:

- 1) attempt to alleviate the results of the accident by immediately seeking medical care and following the recommended treatment;
  - 2) notify the police immediately in case of sustaining injuries as a result of traffic accident;
  - 3) notify PZU SA of the accident immediately, but not later than within 7 days from its date;
  - 4) deliver to PZU SA documents necessary to establish the justification for the claim, and the amount of the benefit: a document which entitles him/her to drive the vehicle, medical documentation, original invoices, original proofs of payment and original proofs of applied treatment method and procedures;
  - 5) enable PZU SA to obtain information tied to circumstances of the accident, and specifically to obtain information from physicians who took care of the Insured both before and after the accident;
  - 6) upon the demand of PZU SA, to undergo examination by doctors designated by PZU SA, or clinical observation.
2. In case of death of the Insured, the Beneficiary is obliged to present a copy of the death certificate and a document which confirms his/her identity. In the case of lack of a named beneficiary – the family member who requests the benefit is also obliged to present appropriate official documents which confirm the relationship with the Insured.

§ 24. PZU SA reserves the right to verify the provided documentation and to seek opinion of specialist doctors.

### **DETERMINATION AND PAYMENT OF COMPENSATION**

- §25.1. The types and amounts of vested benefits are determined upon establishing that there exists a normal cause-and-effect relationship between the insurance accident and the death or permanent disturbance of health of the Insured.
2. Ascertainment of the cause-and-effect relationship described in section 1 and the degree (percentage) of permanent disturbance of health is done on the basis of delivered documents, listed in § 23, and the results of medical examinations.
- § 26. The degree of permanent disturbance of health should be determined upon full completion of treatment, taking into account the period of rehabilitation, but not earlier than after 3 months from the date of accident in case of injuries which required surgical treatment, and after 6 months from the date of accident in case of neurological injuries.
- In case of serious injuries which require a long period of treatment, the degree of permanent disturbance of health should be determined at the latest within the 24th month from the date of accident. A later change in the degree of permanent disturbance of health (improvement or worsening of the condition) does not constitute grounds to change the amount of the benefit.
- § 27. The degree of permanent disturbance of health is established by the adjudicating doctors of PZU SA, on the basis of examination or medical documentation and on the basis of tables applied by PZU SA, containing norms for the assessment of percentage values of permanent disturbance of health.
- § 28. When establishing the degree (percentage) of permanent disturbance of health, the type of work, occupation or actions performed by the insured are not taken into consideration.
- § 29. In case of loss or damage to an organ or system whose functions were impaired before the accident or event covered by the insurance contract due to illness or permanent disability, the degree (percentage) of permanent disturbance of health is determined as the difference between the degree (percentage) of permanent disturbance of the given organ or system after the accident or event covered by the insurance contract, and the degree (percentage) of disability which existed directly before the accident or event covered by the insurance contract.
- § 30. If due to the accident or event covered by the insurance contract the insured sustains more than one bodily injury, the amount of benefit tied to the permanent disturbance of health consists of the sum of benefits due for each bodily injury. This sum cannot be higher than the sum insured.
- § 31. The benefit for permanent disturbance of health or death of the insured is paid provided that the permanent disturbance of health or death occurred within 2 years from the date of the accident or event covered by the insurance contract.
- § 32. In case when the vehicle carried more persons than the number of seats stipulated in the vehicle's registration documents, the amount of benefits for each person is calculated on the basis of sum insured, determined as the ratio of the total sum insured for the number of persons equal to the number of seats stipulated in the vehicle's registration documents to the number of actually carried persons.
- § 33.1. Benefit resulting from the insurance contract is paid to the insured, and in case of his/her death, to the Beneficiary. The Insured is at any time entitled to designated, change or recall a beneficiary.
2. In case when the beneficiary is not designated, the benefit is payable to family members, in the following order:

- 1) spouse;
  - 2) children;
  - 3) parents,
  - 4) other relatives entitled to inheritance by force of the law.
3. In case of lack of an entitled beneficiary, PZU SA uses the benefit first to refund the documented costs of burial to the person who incurred them, unless these costs were covered by other insurance or another title.
- § 34. If PZU SA pays benefit for a permanent disturbance of health and next, within 2 years from the date of accident or event covered by insurance contract, the injured person dies as a result of the accident or event covered by insurance contract, PZU SA pays to the entitled person the death-related benefit only if it is higher than the compensation paid earlier to the entitled person, less the amount paid earlier.
- § 35. In case of death of the Insured not caused by the accident or event covered by the insurance, and before the Insured received compensation for permanent disturbance of health, PZU SA pays the benefit for the permanent disturbance to the heirs. If the permanent disturbance was not determined before the death of the Insured, the probable degree of permanent disturbance is assessed by the adjudicating doctors of PZU SA, on the basis of submitted medical documentation.
- § 36.1. PZU SA is obliged to effect the benefit within 30 days from the date of receiving notification of the accident or of an event covered by the insurance contract.
2. If within the time limit determined above it is not possible to clarify all circumstances needed to establish the liability of PZU SA or the amount of benefit, the benefit should be paid within 14 days from the date when clarification of such circumstances became possible with due diligence. However, the unquestioned portion of benefit should be paid by PZU SA within the timeframe defined in section 1.
3. PZU SA is obliged to:
- 1) within 7 days of receiving notification of accident, to inform the Policyholder, the Insured or the Beneficiary of that event, if they are not the persons making that notification, and to undertake actions meant to establish the actual conditions of the event, the justification for the reported claims and amount of indemnity; and also to inform the person putting forth the claim in writing or in another form that this person had approved, on what documents are necessary to establish the liability of PZU SA or the amount of indemnity, if this is necessary for the further course of the proceedings;
  - 2) in case of not paying the indemnity within dates specified in sections 1 and 2, to notify in writing the person reporting the claim on the reasons why his/her claims cannot be satisfied, in whole or in part, and also to pay the unquestioned portion of benefit;
  - 3) to inform the person putting forth the claim in writing on why the benefit is not vested, in whole or in part, citing the circumstances and legal basis justifying the complete or partial refusal to pay benefit. This information should also contain the instruction on the possibility to pursue the claims in court;
  - 4) to make available to persons, defined in item 1, information and documents which were collected in order to determine the liability of PZU SA or the amount of benefit. These persons may demand a written confirmation of the information provided by PZU SA and may make copies or photocopies of the

- claim documentation, together with confirmation of their compliance with the original by PZU SA;
- 5) upon demand of the Policyholder, the Insured or the Beneficiary, to make available any information it possesses, tied to the accident or event, and used as the basis to determine the liability of PZU SA and to determine the circumstances of the accidents and fortuitous events, as well as the amount of benefit.
  4. The Policyholder, the Insured or the Beneficiary are entitled to file a written complaint or grievance on the performance of the insurance contract by PZU SA. Subject to the provisions of section 5, the complaint or grievance should be addressed to the organizational unit supervising the unit to whose operations this complaint or grievance applies, or another entity designated by PZU SA. The complaint or grievance should be filed in written form, through the entity to whose operations the complaint applies.
  5. In the case of complaint or grievance regarding claims handling, the unit appropriate to consider them is the Claims Handling Center of PZU SA, appropriate for the location for claims handling.
  6. PZU SA provides replies to the complaints or grievances within 30 days of the date of receiving such complaint or grievance.
  7. The Policyholder, the Insured or the Beneficiary are entitled to file a written complaint to the Spokesman of the Insured.

#### **NOTICES AND STATEMENTS**

- § 37.1. Notices and statements made with relation to the insurance contract by the Policyholder, the Insured or PZU SA should be made in written form.
2. The Policyholder, the Insured or the Beneficiary is obliged to inform PZU SA of all changes to the address of residence and office. Otherwise, a letter from PZU SA sent to the last known address of residence or office of the Policyholder, the Insured or the Beneficiary is deemed effectively delivered.

#### **CLOSING PROVISIONS**

- § 38. Any action for claims resulting from the insurance contract may be instituted on the basis of general provisions, or at the court appropriate for the place of residence or business of the Policyholder, the Insured or the Beneficiary.
- § 39. These general terms and conditions for insurance apply to all insurance contracts where the period of insurance commences after May 31, 2009.