

Information on General Terms and Conditions of "OCHRONA EXTRA" insurance according to Section 17 of the Insurance and Reinsurance Act

Type of information	T&C clause number
1. Grounds for payment of insurance claims and other compensation.	Section 3
2. Limitations and exclusions of liability of the insurer providing grounds to refuse or reduce insurance claims and other payments.	Section 8

GENERAL TERMS AND CONDITIONS OF "OCHRONA EXTRA" INSURANCE

I. INTRODUCTORY PROVISIONS

SECTION 1

1. Pursuant to the T&Cs, AWP P&C S.A. Oddział w Polsce, hereinafter referred to as "Insurer", concludes insurance contracts with customers of X-KOM's sales network, who are natural or legal persons, or unincorporated entities, having legal capacity, hereinafter referred to as "Policyholders".
2. The T&Cs shall also apply to insurance contracts concluded by means of remote communications and with application of the provisions on rendering electronic services.

II. DEFINITIONS

SECTION 2

The following terms as used in the T&Cs shall have the following meanings:

1. **Failure** – preventing the intended use of the Device covered by the insurance, as specified in the Policy, caused by a sudden and unpredictable cessation of the proper operation of elements or components of the Device, resulting in interruption of its functions or its immobilization resulting from internal mechanical, electrical or electronic causes, which is not caused by human actions and does not result from using the Device against its operating manual.
2. **Purchase Price** – the gross amount (including VAT, if applicable) resulting from the proof of purchase of the Device. The purchase price of the Device shall not be lower than PLN 200 and not higher than PLN 26,000 except for "coffee makers" where the purchase price shall not be higher than PLN 20,000. In case of purchase of the Device as part of a promotional campaign, the purchase price shall be the price of the Device before the promotion. In case of purchase of the Device within a set, the purchase price for the given Device shall be the price at which, on the date of purchase of the Device within the set, each of the Devices included in the set can be purchased separately.
3. **Working Day** – any day of the week from Monday to Friday except for public holidays falling on such days.
4. **Manufacturer's Warranty** – the original warranty provided by the manufacturer, importer, authorized distributor or seller of the Device, which shall commence at the time of purchase of the Device and shall not exceed 48 months.
5. **Repair Costs** – labor costs and costs of spare parts used to repair the Device.
6. **Burglary** – theft of the covered Device from a residence or a vehicle of the Insured or the Device User with a permanent rigid roofing, after prior forcible removal of security devices or opening the entrance with the use of tools, leaving visible traces, or with the use of a forged or matched key or an original key, which came into the perpetrator's possession as a result of burglary into another room or as a result of Robbery.
7. **New Device** – a device of the same type and having the same technical parameters as the Device in relation to which the Insurance Event occurred, or if a device with the same parameters is not available, a device having similar, not worse technical parameters, whose value on the date of the Insurance Event is not higher than the Purchase Price of the Device.
8. **Third Party** – a person outside the insurance relationship who is not a Close Person.
9. **Close Persons** – spouse, children, stepchildren, adopted or fostered children, parents, adopters, siblings, stepfather, stepmother, parents-in-law, grandparents, grandchildren, sons-in-law and daughters-in-law of the Insured, persons cohabiting with the Insured – residing and running a household together with the Insured.
10. **Policy** – a document containing an individual number assigned by the Insurer, constituting a confirmation of concluding an insurance contract for the Device.
11. **Power Surge** – a sudden, brief increase in current voltage that exceeds the rated voltage for a particular Device, network or line.
12. **Accidental Damage** – mechanical damage to the Device caused by a sudden, unforeseeable event external to the Device or to the Device User, not caused by the Insured or the Device User, including damage resulting from a Power Surge or Flooding causing interruption of the function or malfunction of the Device, requiring repair, replacement of parts or the whole Device.
13. **Service Center** – a point of service and repair of the covered Device, designated by the Insurer and performing repairs to the covered Device at the Insurer's request.
14. **Robbery** – the taking of the covered Device by using or threatening to use physical violence against the Insured (or the Insured's Close Persons) or the Device User or leading the Insured (or the Insured's Close Persons) or the Device User to the state of unconsciousness or defenselessness.
15. **Seller's Warranty** – X-KOM's liability towards the buyer for physical and legal defects of the Device sold.
16. **Total Loss** – damage to the covered Device during the period of Insurer's liability as a result of Failure or Accidental Damage, which for technical reasons cannot be repaired or the repair is uneconomical (Repair Costs exceed the cost of purchasing a New Device), or the parts necessary for repair are not available, as well as loss of the Device during the period of Insurer's liability as a result of Burglary or Robbery.
17. **Insured** – the owner of the covered Device.
18. **Insurer** – AWP P&C S.A. Oddział w Polsce, with its registered office at ul. Konstruktorska 12, 02-673 Warszawa, listed in the register of entrepreneurs kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS No. 0000189340, acting on the basis of a permit granted by the French supervisory authority L'Autorité de Contrôle Prudentiel (ACP), Banque de France.
19. **Deductible** – the percentage amount by which the benefit is reduced.
20. **Device** – electronic equipment constituting household appliances, audiovisual equipment, consumer electronics, computer or photographic equipment purchased in the X-KOM sales network on the territory of the Republic of Poland as brand new equipment; also new equipment into which faulty or damaged equipment will be replaced under the Manufacturer's Warranty or Seller's Warranty; the list of product groups constitutes Attachment 1 to the T&Cs.
21. **Device User** – an individual authorized by the Insured to use the Device.
22. **X-KOM or Seller** – x-kom sp. z o.o. with its registered office at ul. Bojemskiego 25, 42-202 Częstochowa, listed in the register of entrepreneurs kept by the District Court in Częstochowa, 17th Commercial Division of the National Court Register, KRS: 0000429838, NIP [Tax Identification Number]: 9492107026.
23. **Flooding** – direct action of water or other liquids on the covered Device causing damage due to:
 - 1) leakage of water, steam or other liquids as a result of failure of the installation: water, sewage or central heating, located inside the premises or residential building;
 - 2) backflow of water or waste from a sewage system located inside or outside the premises or residential building;
 - 3) inadvertent flooding with water or another liquid by the Insured, Device User or Third Party;
 - 4) flooding with water from household appliances or fish tank, whether inside or outside the premises or residential building;
 - 5) inadvertently leaving open taps or other valves on a system inside or outside the premises or residential building.
24. **Insurance Event** – occurrence during the Insurer's liability period of any of the following: Failure, Accidental Damage, Burglary or Robbery. Insurance cover shall apply to Insurance Events occurring all over the world, whereby the Insurer, as part of the insurance benefit, shall provide transport within the territory of the Republic of Poland only.

III. SUBJECT MATTER AND INSURANCE COVERAGE

SECTION 3

1. The subject matter of insurance is the Device submitted for insurance.
2. The insurance contract can be concluded as part of one of 3 packages: "Failure", "Accidental Damage and Theft" or "Failure, Accidental Damage and Theft", to be selected by the Policyholder.
3. The insurance coverage, subject to other provisions of the T&Cs, includes:
 - 1) in the "Failure" package:
 - a) coverage, up to the sum insured, of the Repair Costs of the Device damaged in connection with the occurrence of a Failure,
 - b) in the case of Total Loss in connection with a Failure – delivery of insurance benefit up to the amount of the sum insured, in the form of providing the Insured with a New Device via the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs that would have to be incurred on the day of the Insurance Event in order to purchase at X-KOM a device of the same type as the Device which has suffered the Failure, with the same or similar, not worse, technical parameters;
 - 2) in the "Accidental Damage and Theft" package:
 - a) coverage, up to the sum insured, of the Repair Costs of the Device damaged in connection with the occurrence of Accidental Damage,
 - b) in case of Total Loss in connection with the occurrence of Accidental Damage, Burglary or Robbery – delivery of insurance benefit up to the sum insured, in the form of providing the Insured with a New Device via the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs which, as at the date of the Insurance Event, would have to be incurred in order to purchase at X-KOM a device of the same type as the Device that was Accidentally Damaged or lost as a result of Burglary or Robbery, having the same or similar, not worse, technical parameters, taking into account – for Devices from the "Phones, Smartphones" product group – the Insured's Deductible amounting to 10% of the Purchase Price of a New Device;
 - 3) in the "Failure, Accidental Damage and Theft" package:
 - a) coverage, up to the sum insured, of the Repair Costs of the Device damaged in connection with the occurrence of Failure or Accidental Damage,
 - b) in case of Total Loss in connection with the occurrence of Accidental Damage, Burglary or Robbery – delivery of insurance benefit up to the sum insured, in the form of providing the Insured with a New Device via the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs which, as at the date of the Insurance Event, would have to be incurred in order to purchase at X-KOM a device of the same type as the Device that suffered a Failure, was Accidentally Damaged or was lost as a result of Burglary or Robbery, having the same or similar, not worse, technical parameters, taking into account – in connection with Accidental Damage or loss due to Burglary or Robbery of Devices from the "Phones, Smartphones" product group – the Insured's Deductible amounting to 10% of the Purchase Price of a New Device.
4. "Ochrona eXtra" insurance is not a guarantee as defined in Section 577.1 of the Civil Code.
5. The insurance does not exclude the rights under Sections 577-581 of the Civil Code nor does it exclude the warranty rights under Sections 556-576 of the Civil Code.

IV. INSURANCE CONTRACT

SECTION 4

1. The insurance contract is concluded for a definite period of time. The insurance contract shall be deemed to have been concluded on the day the request for conclusion of the insurance contract is submitted by the Policyholder. If the request for conclusion of the insurance contract is submitted electronically, the insurance contract shall be concluded after the Policyholder has read and accepted the terms and conditions of electronic services.
2. The insurance contract may be concluded:
 - 1) in "Accidental Damage and Theft" and "Failure, Accidental Damage and Theft" packages – not later than within 3 days from the date of purchase of the Device and if the insurance contract is concluded by means of remote communications, not later than within 7 days from the date of purchase of the Device;
 - 2) in case of the "Failure" package – not later than within 90 days from the date of purchase of the Device and if the insurance contract is concluded by means of remote communications, no later than within 90 days from the date of purchase of the Device.

SECTION 5

1. The Policyholder may withdraw from the insurance contract for convenience by submitting a statement of withdrawal from the insurance contract to the Insurer within the following time limits:
 - 1) 30 days from the day of conclusion of the insurance contract or 30 days from the day of informing the Policyholder about the conclusion of the insurance contract, if the insurance contract was concluded by means of remote communications – if the Policyholder is a natural person and conclusion of the insurance contract is a legal transaction not directly connected with a commercial or professional activity of the Policyholder;
 - 2) 7 days from the day of concluding the insurance contract – if the Policyholder is an entrepreneur.
2. A statement of withdrawal from the insurance contract may be submitted in the following manner:
 - 1) in writing delivered or sent to the Insurer or to X-KOM;
 - 2) in electronic form sent by e-mail to the Insurer; if no e-mail address of the Policyholder was provided when concluding the insurance contract, instructions to withdraw from the insurance contract by e-mail may be submitted only after an earlier registration of the Policyholder's e-mail address with the Insurer by telephone.
3. The Policyholder may at any time give notice of termination of the insurance contract to the Insurer. The insurance contract shall be terminated as of the day following the day of submitting the notice of termination of the insurance contract.
4. Notice of termination of the insurance contract may be given as follows:
 - 1) in electronic form sent by e-mail to the Insurer; if no e-mail address of the Policyholder was provided when concluding the insurance contract, instructions to terminate the insurance contract by e-mail may be submitted only after an earlier registration of the Policyholder's e-mail address with the Insurer by telephone;
 - 2) in writing delivered or sent to the Insurer or to X-KOM.
5. Termination of the insurance contract shall not release the Policyholder from the obligation to pay premium for the period in which the Insurer provided the insurance cover.

V. PERIOD OF INSURANCE AND PERIOD OF LIABILITY

SECTION 6

1. The insurance period starts from the date of the insurance contract and lasts no longer than 5 years.
2. The period of liability in the "Failure" package begins on the first day after the expiration of the Manufacturer's Warranty if the premium has been paid and may continue for a period selected by the Policyholder: 12 months, 24 months (if the Manufacturer's Warranty period is not longer than 36 months) or 36 months (if the Manufacturer's Warranty period is not longer than 24 months).
3. The period of liability in the "Accidental Damage and Theft" package shall commence from the date of conclusion of the insurance contract, but not earlier than the date of payment of the premium and may continue for a period selected by the Policyholder: 12, 24 or 36 months, with the selected period of liability being the same for the risk of Accidental Damage and the risk of Burglary or Robbery.
4. The period of liability in the "Failure, Accidental Damage and Theft" package begins:
 - 1) in respect of Failure – on the first day after the expiry of the Manufacturer's Warranty if the premium has been paid and may continue for a period selected by the Policyholder: 12 months, 24 months (if the Manufacturer's Warranty period is not longer than 36 months) or 36 months (if the Manufacturer's Warranty period is not longer than 24 months);
 - 2) in respect of Accidental Damage and Burglary and Robbery – from the date of conclusion of the insurance contract and may last:
 - a) 24 months if the Insurer's period of liability in respect of the Failure is 12 months;
 - b) 36 months if the Insurer's period of liability in respect of the Failure is 12 months or 24 months;
 - c) 48 months if the Insurer's period of liability in respect of the Failure is 24 months;
 - d) 60 months if the Insurer's period of liability in respect of the Failure is 36 months;
 but not earlier than the date the premium is paid.
5. In the event that a given Device is covered by more than one Manufacturer's Warranty, the period of liability with respect to Failure shall commence on the first day following the expiry of the shortest of the Manufacturer's Warranty periods.
6. In case of replacement of the insured Device with a new one under the Manufacturer's Warranty or Seller's Warranty, insurance cover up to the sum insured is provided for the new Device on condition that the Insurer is notified in writing within 30 days from the replacement date about the replacement of the Device specifying the details of the new Device (type, manufacturer/brand, model) and the length of the Manufacturer's Warranty for the new Device and providing the Insurer with a scan (by e-mail to: xkom@mondial-assistance.pl) or a photocopy (by mail to the Insurer's address) of the replacement confirmation for the new Device issued by the Manufacturer or the Seller. In such case:
 - 1) in respect of Failure, it is assumed that the Manufacturer's Warranty shall commence on the date of replacement of the Device with a new one and the period of liability with regard to the new Device shall commence in accordance with the provisions of Subsections 2 and 4;
 - 2) in respect of Accidental Damage and Burglary or Robbery, the period of liability shall not change and shall continue in accordance with the Policy.
7. In case of disposal of the covered Device, the rights of the Insured shall be transferred to the purchaser of the Device if the seller together with the Device provides the purchaser with the Policy, original or a photocopy of the proof of purchase of the given Device in the X-KOM sales network and the warranty book of the Device, if the manufacturer had included the warranty book with the Device.

SECTION 7

Insurance cover for the covered Device will end:

- 1) at the end of the last day of the insurance period;
- 2) upon expiration of the last day of the period of liability for the coverage for which the period of liability has ended;
- 3) on the date the insured Device is totally destroyed or lost, or seized in the course of enforcement proceedings;
- 4) on the day of delivery of the insurance benefit by the Insurer, in the form of providing the Insured with a New Device or a voucher for purchases at X-KOM;
- 5) as of the date of termination of the insurance contract in accordance with Section 5.3;
- 6) as of the date of withdrawal from the insurance contract in accordance with Section 5.1;
- 7) on the day of replacement of the insured Device with a new Device under Manufacturer's Warranty or Seller's Warranty without notifying the Insurer in accordance with Section 6.6;
- 8) from the date of loss of the Manufacturer's Warranty before its expiry date – in respect of Failure;
- 9) on the date of withdrawal by the Policyholder from the contract of purchase of the insured Device; whichever occurs first.

VI. EXCLUSIONS AND LIMITATIONS OF LIABILITY

SECTION 8

1. Insurance coverage does not include losses in respect of Devices:
 - 1) within the Manufacturer's Warranty period – in respect of Failures; the insurance coverage shall also not cover losses resulting from Failures in individual components or sub-assemblies of the Device if they are still covered by the Manufacturer's Warranty;
 - 2) used for tests, trials or other types of experiments;
 - 3) modified by the Insured from the original manufacturer's specifications and the manufacturer's operating manual, unless it did not affect the loss.
2. The Insurer shall not be liable for losses in respect of the Device arising:
 - 1) as a result of loss of or damage to accessories such as headset, modem, antenna, cables, charger, batteries, device remote controllers, plugs, game controllers, headphones (as long as they are not the subject matter of insurance), glasses, transmitters, carrying handles, memory cards, portable storage media;
 - 2) as a result of vandalism, which is defined as the intentional destruction of or damage to the Device by a Third Party or a Close Person;
 - 3) as a result of fire or other elements (earthquake, hurricane, storm, flood);
 - 4) as a result of connecting the Device to electrical, gas, water and sewage, air conditioning, telecommunications, lightning protection, Internet or alarm systems by an unauthorized person, if the manufacturer recommends connection of the Device by a person with appropriate qualifications;
 - 5) as a result of disruption in the operation of the electrical (not applicable to Power Surge), gas, water and sewage, air conditioning, telecommunications, lightning protection, Internet or alarm systems;
 - 6) during installation or disassembly of the Device;
 - 7) during repair of the Device carried out by an unauthorized person or an unauthorized repair center, or if the repair is causally related to such repair;
 - 8) as a result of using the Device against the operating manual or as a result of failure to maintain the Device according to the operating manual;
 - 9) as a result of maintenance not carried out in accordance with the manufacturer's instructions and recommendations, the use of maintenance products other than those recommended by the manufacturer, or the use of maintenance products in a manner inconsistent with their intended use;
 - 10) as a result of a computer virus or use of the Device with software other than that supplied by the manufacturer or incorrectly installed software or operating system and/or lack of updating or missing software;
 - 11) as a result of using additional equipment other than that recommended by the manufacturer;
 - 12) as a result of acts of war, martial law, state of emergency, nuclear explosion, riots, civil unrest, strikes, lockouts, acts of terrorism and sabotage, confiscation, nationalization, detention or seizure of Device by the authorities;
 - 13) as a result of nuclear energy or radioactive contamination;

- 14) as a result of normal wear and tear of the Device, which is understood as a gradual deterioration of the condition of the covered Device or its components resulting from operation in accordance with the manufacturer's operating manual;
- 15) due to rust, corrosion, oxidation, dust; unless it had no effect on the loss.
3. Insurance cover is not provided for the losses:
- 1) involving loss of or damage to accessories;
 - 2) that was not covered under the Manufacturer's Warranty or was excluded from liability under the Manufacturer's Warranty – in respect of Failure;
 - 3) for which the manufacturer or the repair center is responsible by law or under contract;
 - 4) caused by insects and rodents;
 - 5) resulting from failure to perform maintenance or periodical inspections, if recommended by the manufacturer of the Device;
 - 6) resulting from the impact of external factors on the Device, such as heat, chemicals, moisture, excessive pressure, radiation, vibration, explosion and improper ventilation unless insurance has been taken out to cover this;
 - 7) caused during transportation of the Device sent by mail carriers, couriers and other service providers involved in the transportation of parcels, subject to Sections 13.1 and 13.5;
 - 8) caused by defects or faults revealed and known to the Policyholder prior to the conclusion of the insurance contract and connected with the loss;
 - 9) resulting from a manufacturing defect or design defect as determined by the manufacturer, importer or distributor, or which results in a product recall;
 - 10) resulting from Burglary of a vehicle, if the lost Device was left in the vehicle in a visible place; unless it had no effect on the loss.
4. In addition, insurance cover does not include:
- 1) items that wear out or require periodic replacement, such as: tubes and hoses, lamps, bulbs, fuses, sealing tape, gaskets, print heads, toners, cartridges, batteries, rechargeable batteries, vacuum cleaner bags, belts, brushes, glass components, external power cords, plugs, rain covers, filters, inks, cartridges, tapes, chargers, batteries, cases and bags, connecting cables, additional cards, manufacturer-defined consumables;
 - 2) accessories and fittings such as: paint coatings, locks, handles, door stops, all-ceramic elements (not applicable to the hob);
 - 3) damage involving loss of data or software on the Device;
 - 4) damage caused by computer software or anti-virus protection;
 - 5) any damage resulting from the use of consumables that are inappropriate for the Device or not suitable for the Device;
 - 6) all kinds of aesthetic damage, dents, scratches, discoloration and others that do not affect the functioning of the Device;
 - 7) defects resulting from defective pixels less than or equal to the number allowed under ISO 13406-2, 2001;
 - 8) failures caused by phosphor burn-in in displays due to failure to use an energy saving screen saver;
 - 9) defects of plasma TVs resulting from phosphor burn-in (so-called "picture fading");
 - 10) losses occurring prior to the date of commencement of insurance cover or for reasons occurring prior to the commencement of insurance cover.
5. Insurance coverage does not include indirect losses of any kind resulting from damage to or loss of the Device and inability to use the Device.
6. The Insurer may accordingly reduce the benefit for losses resulting from Burglary or Robbery if the event is not reported to the police within 48 hours of occurrence or becoming aware of its occurrence, and in the absence of documents confirming this report. The Insurer may reduce the insurance benefit provided that the breach occurred as a result of willful misconduct or gross negligence and contributed to increasing the loss or made it impossible for the Insurer to determine the circumstances and results of the Insurance Event. The Insurer may also accordingly reduce the insurance benefit if the Insured, either willfully or through gross negligence, has failed to fulfill the obligation referred to in Section 12.1, item 1) and such non-compliance has contributed to increasing the loss or has prevented the Insurer from determining the circumstances and consequences of the Insurance Event.
7. The insurance does not cover the costs of:
- 1) transportation of the Device to the Service Center and from the Service Center to the Insured, if the Insurer has not confirmed the validity of the insurance cover at the time of the claim, or the Insurer has determined at a prior attempt to repair the Device that there is no basis for a claim under the terms of the insurance;
 - 2) recovery and reinstallation of databases, files, software, lost as a result of the loss;
 - 3) assembly, installation or disassembly of covered Device except for assembly, installation or disassembly by a Service Center representative for the equipment being repaired in connection with the loss.
8. The Insurer is not liable:
- 1) for losses caused intentionally by the Insured or the Insured's Close Persons, as well as for losses resulting from the gross negligence of the Insured, and also caused by the Insured or a person with whom the Insured is living in the same household in connection with drunkenness or under the influence of alcohol, drugs or other intoxicants, psychotropic substances, substitute drugs or new psychoactive substances within the meaning of the law, except when the consumption of these substances was for medical purposes and after a doctor's prescription;
 - 2) for losses resulting from Burglary or Robbery by Close Persons;
 - 3) for losses incurred during air or coach transport if the Device was not transported as hand luggage;
 - 4) if the Insured is unable to produce the damaged Device or its remains;
 - 5) if the circumstances of the Insured Event are not known;
 - 6) if a claim is based on false or falsified documents or false means or contrivances were used to obtain compensation.
9. Failure to carry out warranty servicing at the repair center as advised in the operating manual, warranty booklet or service booklet may result in the loss of insurance entitlements and in the Insurer not being liable in respect of a Failure, unless this did not affect the occurrence of the Insurance Event.
- ## VII. SUM INSURED
- ### SECTION 9
1. The sum insured in respect of Failure shall be the upper limit of the Insurer's liability for each Insurance Event of Failure and shall be equal to the Purchase Price.
 2. The sum insured in respect of Accidental Damage shall be the upper limit of the Insurer's liability for each Insurance Event of Accidental Damage and shall be equal to the Purchase Price.
 3. The sum insured in respect of Burglary and Robbery shall be the upper limit of the Insurer's liability per single Insurance Event of Burglary or Robbery and shall be equal to the Purchase Price.
 4. The sums insured in respect of Failure and Accidental Damage shall not be reduced by the amount of insurance benefits delivered.
- ## VIII. INSURANCE PREMIUM
- ### SECTION 10
1. The Policyholder is obliged to pay the insurance premium. The insurance premium is payable once for the whole period of the Insurer's liability.
 2. The insurance premium should be paid on the date of the insurance contract, unless a different date for payment of the insurance premium is indicated in the Policy.
 3. The amount of the insurance premium depends on the selected package, the Purchase Price, and the length of insurance cover, and is calculated in accordance with the Insurer's premium rates applicable on the date of the insurance contract conclusion.

4. Failure to pay the insurance premium in accordance with Subsection 2 or payment of the insurance premium in a lower amount than indicated in the Policy shall result in:
 - 1) respect of Failure, insurance cover will not commence;
 - 2) respect of Accidental Damage and Burglary or Robbery:
 - a) if the deadline for payment of the insurance premium fell before the start of the insurance cover – the insurance cover will not begin,
 - b) if the deadline for premium payment falls after the start of insurance cover – the Insurer may terminate the insurance contract with immediate effect by means of electronic communication. In cases referred to in items 1 and 2 a) the insurance contract shall be terminated upon expiration of the deadline for payment of the insurance premium.
5. If the Policyholder withdraws from the insurance contract, the Insurer will reimburse the insurance premium to the Policyholder.
6. In cases of expiration of insurance cover before the end of the period for which the insurance contract was concluded, as referred to in Section 7 (3), (5), (6), (7), (8), (9), the Policyholder shall be entitled to reimbursement of insurance premium for the unused period of insurance cover.
7. The Insurer shall have the right to require the Policyholder to pay the insurance premium for the period during which the Insurer provided insurance cover.
8. The amount of insurance premium depends on the selected option, type of Device, Purchase Price, and the length of insurance cover, and is calculated in accordance with the Insurer's premium rates applicable on the date of insurance contract conclusion. The amount of premium due under the insurance contract shall not exceed the equivalent in PLN of EUR 600.00 (converted into PLN according to the average exchange rate of EUR published by the National Bank of Poland in the exchange rate table no. 1 each year), calculated proportionately on an annual basis.

IX. OBLIGATIONS AND RIGHTS OF THE POLICYHOLDER AND THE INSURED

SECTION 11

1. The Insured shall notify the Insurer of claims related to the insurance cover for the Device in accordance with Section 12.1, item 1).
2. The Insured should:
 - 1) perform inspection and maintenance activities in accordance with the Device manufacturer's recommendations, included in the operating manual or warranty booklet of the Device,
 - 2) immediately turn off the Device and follow the instructions included in the operating manual or in the warranty booklet of the Device in case any of the warning, signaling or control and measurement elements of the Device indicate any failures or irregularities.
3. In case of occurrence of an Insurance Event, the Insured shall use all available means to save the subject matter of insurance and to reduce the size of the loss or at least to prevent its intensification.
4. If the Insured willfully, or as a result of gross negligence, fails to comply with the provisions of Subsection 3, the Insurer shall be free from liability for additional losses arising therefrom.
5. In case of replacement of the Device with a new one under the Manufacturer's Warranty or Seller's Warranty, the Policyholder or Insured shall notify the Insurer about the replacement of the Device and provide details of the new Device referred to in Section 6.6 and in the manner specified therein.
6. In case of "Accidental Damage and Theft" and "Failure, Accidental Damage and Theft" packages, the Insured is obliged to duly protect the property against Burglary and Robbery.

X. PROCEDURE IN CASE OF OCCURRENCE OF AN INSURANCE EVENT

SECTION 12

1. In case of occurrence of an Insurance Event, the Insured, wishing to obtain the insurance benefit, should:
 - 1) promptly notify the Insurer of the occurrence of an Insurance Event, but not later than within 5 business days from the day of such occurrence or from becoming aware of the occurrence of the Insurance Event:
 - a) by contacting the Insurer by telephone at 22 563 11 54 or 22 383 21 54, or
 - b) by contacting the Insurer by e-mail at: xkom@mondial-assistance.pl, providing the circumstances of the Insurance Event and occurrence of loss;
 - 2) in the event of Failure or Accidental Damage, after a claim has been made in accordance with item 1),
 - a) send a scan of the proof of purchase of the Device to the Insurer at xkom@mondial-assistance.pl,
 - b) after obtaining confirmation from the Insurer of the validity of the insurance and the legitimacy of grounds for the claim under the insurance terms and conditions – make the damaged Device available to the Insurer (in factory packaging or other packaging ensuring safety during transportation together with accessories and connecting cables attached to the Device by the manufacturer) at an agreed time for transportation to the Service Center, and if the repair of the Device is carried out in the place where the Device is located – make the damaged Device available to a representative of the Service Center at a time agreed with the Service Center for repair,
 - 3) in the event of loss due to Burglary or Robbery:
 - a) within 48 hours from the occurrence of the event or from becoming aware of such occurrence, notify the police about the event and obtain written confirmation of such report containing the type, brand and model of the lost Device, and in case of GSM equipment also the IMEI and description of circumstances of the event,
 - b) send a scan to the Insurer at xkom@mondial-assistance.pl:
 - a. proof of purchase of the Device and
 - b. confirmation of reporting the incident to the police.
- Proof of purchase of the Device shall show legibly the name of the seller, date of purchase and purchase price.
2. In connection with the claim, the following information shall be provided to the Insurer:
 - 1) name, mailing address, telephone number and/or e-mail address of the Insured,
 - 2) Policy number,
 - 3) type, brand/manufacturer, IMEI model of the covered Device in relation to which the Insurance Event occurred,
 - 4) the address for receiving the Device for repair and the address for returning the Device after repair, or the address where a Service Center representative will be able to repair the Device if the repair is carried out in the location of the Device,
 - 5) description of circumstances of the Insurance Event and occurrence of loss,
 - 6) other information and documents requested by the Insurer's consultant, if they are necessary to determine circumstances of the loss, the legitimacy and amount of the claim, and delivery of insurance benefits.
 3. In the event of Failure or Accidental Damage, the Insured shall not make any alterations or commence repairs to the Device without the Insurer's consent.
 4. Attempts to repair the Device by the Service Center in connection with Failure or Accidental Damage shall be made after submitting a claim in the manner specified in Subsection 1, item 1) and fulfilling the remaining obligations referred to in Subsections 1-2.
 5. If the Device damaged due to Failure or Accidental Damage is to be sent for repair to a Service Center, the damaged Device shall be collected by a courier within 48 hours from receipt of a report of the occurrence of Insurance Event and confirmation of validity of a claim as at the date of the Insurance Event, unless:
 - 1) the address for collection of the damaged Device was not confirmed by the Insured when making a claim or the address provided is incorrect,
 - 2) at the address provided by the Insured upon filing the claim and at the agreed collection time the courier found no one and/or could not collect the shipment (damaged Device),

- 3) the claim was filed on a Friday or on the day before a public holiday or on a public holiday,
 - 4) another date has been agreed with the person filing the claim for receipt of the damaged Device.
6. Before delivering the Device to the courier, the Insured shall secure the data stored on the Device, if possible.
 7. Providing untrue or incomplete information by the person making a claim for payment of the insurance benefit may constitute the basis for refusal to execute the claim if it affected the determination of circumstances of the Insurance Event, liability of the Insurer, or was aimed at extorting the insurance benefit.

XI. REPAIR OF DEVICE AND DETERMINATION OF DAMAGES

SECTION 13

1. If the repair of the Device damaged due to Failure or Accidental Damage is carried out at a Service Center, the Insurer shall be liable for loss of or damage to the Device from the time the Device is collected by courier to the time it is handed over to the Service Center, unless the damage to the Device occurs for reasons attributable to the Insured. The Insured shall not bear the costs of delivering the Device damaged in the course of Failure or Accidental Damage to the Service Center in the Republic of Poland.
2. During repair of the Device damaged due to Failure or Accidental Damage at the Service Center, the Insured shall have the opportunity to check the status of the claim being settled by calling the Insurer.
3. Repair of the Device damaged as a result of Accidental Damage and remaining within the Manufacturer's Warranty period shall be carried out only at Service Centers authorized by the given manufacturer, in order to prevent the loss of the Manufacturer's Warranty.
4. The Service Center will use original or compatible parts to repair the Device damaged by Failure or Accidental Damage.
5. Subject to other provisions of these T&Cs, the Service Center shall return the Device to a usable condition by restoring it to the technical condition that had existed before the Insurance Event occurred.
6. Return of the Device delivered to the Service Center for repair or provision of a New Device shall be made to the address indicated in the claim. The Insurer shall be liable for loss of or damage to the Device until it is returned to the Insured, unless the damage to the Device occurs for reasons attributable to the Insured. The Insured shall not bear the costs of shipping the Device from the Service Center to the Insured in Poland. The Insured shall not bear the cost of delivering the New Device to the Insured in Poland.
7. Date of delivery of the insurance benefit:
 - 1) 20 Working Days for Devices in the following product groups:
 - a) Photo, video cameras, video recorders,
 - b) TV, DVD, Hi-Fi, audio,
 - c) "Dry" household appliances,
 - d) "Wet" household appliances,
 - e) Coffee makers, as counted from the date of delivery of the Device to the Service Center.

If the deadline for the delivery of insurance benefit in connection with Failure or Accidental Damage should exceed 20 working days from the date of delivery of the Device to the Service Center or from the date of making the Device available to the representative of the Service Center for repair at the place where the Device is located, the Insurer shall, 2 days before the expiry of the deadline referred to above, contact the Insured by phone and, if the Insured cannot be contacted by phone, shall contact them by e-mail or post and inform about the impossibility of meeting the deadline for the delivery of the insurance benefit in accordance with the T&Cs, specifying the reasons for the extension of the deadline for the delivery of the insurance benefit and the new extended deadline for the delivery of the insurance benefit. If the Insured does not agree to a longer period of delivery of insurance benefit, the Insurer shall deliver the insurance benefit up to the amount of the sum insured, in the form of providing the Insured with a New Device purchased

- through the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs that would have to be incurred on the day of the Insurance Event in order to purchase at X-KOM a device of the same type as the damaged Device, with the same or similar, not worse, technical parameters.
- 2) 10 Working Days for Devices from the following product groups:
 - a) Desktop computers, components, peripherals,
 - b) Laptops, notebooks, ultrabooks, tablets,
 - c) Phones, smartphones

as counted from the date of delivery of the Device to the Service Center. If the deadline for the delivery of insurance benefit in connection with Failure or Accidental Damage should exceed 10 working days from the date of delivery of the Device to the Service Center or from the date of making the Device available to the representative of the Service Center for repair at the place where the Device is located, the Insurer shall, 2 days before the expiry of the deadline referred to above, contact the Insured by phone and, if the Insured cannot be contacted by phone, shall contact them by e-mail or post and inform about the impossibility of meeting the deadline for the delivery of the insurance benefit in accordance with the T&Cs, specifying the reasons for the extension of the deadline for the delivery of the insurance benefit and the new extended deadline for the delivery of the insurance benefit. If the Insured does not agree to a longer period of delivery of insurance benefit, the Insurer shall deliver the insurance benefit up to the amount of the sum insured, in the form of providing the Insured with a New Device purchased through the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs that would have to be incurred on the day of the Insurance Event in order to purchase at X-KOM a device of the same type as the damaged Device, with the same or similar, not worse, technical parameters.
 8. If the repair of the Device damaged due to Failure or Accidental Damage proves to be impossible, uneconomical (the cost of repair exceeds the cost of purchasing a New Device), or if parts necessary for the repair are not available, the Insurer, in consultation with the Service Center, may decide that a Total Loss has occurred and deliver the insurance benefit in accordance with Subsection 10.
 9. The amount of damages in connection with the occurrence of an Insurance Event is determined by the Insurer on the basis of:
 - 1) costs of expert evaluation,
 - 2) Repair Costs of the Device or costs of the insurance benefit in the form of providing a New Device or a voucher for purchases at X-KOM,
 - 3) costs of transportation of the Device to the Service Center and the costs of transportation of the Device from the Service Center to the Insured, if the repair is performed at a Service Center, or the costs of travel by a representative of the Service Center if the repair is performed at the Insured's place of business.
 10. In the case of Total Loss, the Insurer shall deliver the insurance benefit up to the sum insured in the form of providing the Insured with a New Device purchased through the X-KOM sales network, and if this is not possible, in the form of providing the Insured with a voucher for purchases in the X-KOM network, with a value corresponding to the costs that would have to be incurred on the day of the Insurance Event in order to purchase at X-KOM a device of the same type as the Device that was damaged or lost, with the same or similar, not worse, technical parameters.
 11. Upon delivery of the insurance benefit by the Insurer in the form of providing a New Device to the Insured or in the form of a voucher for purchases at X-KOM, the ownership of the damaged or lost Device shall pass to the Insurer.

XII. TERRITORIAL SCOPE OF INSURANCE COVER

SECTION 14

Insurance cover is provided for Insurance Events occurring anywhere in the world.

XIII. SUBROGATION

SECTION 15

1. On the day of delivery of the insurance benefit, the Insured's claim against the person liable for the loss is transferred to the Insurer up to the amount of the insurance benefit delivered. Claims of the Insured against a person for whom the Insured is responsible or with whom the Insured is living in the same household shall not be transferred to the Insurer, unless the person caused the loss intentionally.
2. The Insured shall provide the Insurer with all assistance in pursuing recourse claims, including providing relevant documents and necessary information.
3. If the insurance benefit delivered by the Insurer has covered only a part of the loss, the Insured shall have a priority of satisfaction of claims against the person liable for the loss before the Insurer's recourse claims as regards the remaining part.

XIV. FINAL PROVISIONS

SECTION 16

1. All notices and statements of the Insurer, the Policyholder, the Insured and the beneficiary under the insurance contract or their heirs, except the notification of the event, should be submitted in writing with a receipt confirmation or sent by registered mail.
2. The Insurer, the Insured, the beneficiary under the insurance contract or their heirs may submit complaints related to the conclusion or performance of the insurance contract to the Insurer in the following forms:
 - 1) orally – by phone at: +48 22 522 26 40 (available Monday to Friday, on Working Days from 8:00 a.m. to 4:00 p.m.), or in person at the Insurer's head office;
 - 2) in writing – by mail to the Insurer's postal address: ul. Konstruktorska 12, 02-673 Warszawa, or in person at the Insurer's head office;
 - 3) electronically – via email to: reklamacje@mondial-assistance.pl.
3. The Insurer will consider complaints related to the conclusion or performance of the insurance contract immediately, but no later than within 30 days of receipt. In particularly complicated cases, the deadline for complaint consideration may be extended to 60 days; the person filing the complaint will be informed in writing about the extended deadline for complaint consideration and the reasons for it.
4. The response to the complaint shall be provided in writing via regular mail. Upon request of the person filing the complaint, the response may be sent by e-mail.
5. The person filing the complaint shall have the right to appeal against the received response to the complaint by filing a request for reconsideration of the case in writing or electronically within 30 days from the receipt thereof with the Director of AWP P&C S.A. Oddział w Polsce. The appeal shall be answered in writing promptly, but not later than 30 days after receipt, and shall be sent in accordance with Subsection 4.
6. A natural person entitled under the insurance contract, who files a complaint, has the right to submit a request for the case to be examined by the Financial Ombudsman, if their claims are not accepted under the above procedure for handling complaints.
7. A natural person who files a complaint and is a beneficiary under the insurance contract has the right, in the event that their claims are not accepted under the above-mentioned complaint handling procedure, to apply to the Financial Ombudsman to initiate proceedings for out-of-court resolution of disputes between the customer and the financial market entity, as referred to in the Act of 5 August 2015 on Handling of Complaints by Financial Market Entities and on the Financial Ombudsman. The Financial Ombudsman is authorized to conduct proceedings in respect of out-of-court resolution of consumer disputes, as referred to in the Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes. Detailed information is available at: www.rf.gov.pl.

Financial Ombudsman Office

Al. Jerozolimskie 87
 02-001 Warszawa
 phone: +48 22 333 73 26 – Reception
 +48 22 333 73 27 – Reception
 fax: +48 22 333 73 29
www.rf.gov.pl

8. AWP will not provide insurance cover, nor will AWP be obliged to pay any damages or provide any material benefit in respect of the cover provided, if the payment of any damages or another material benefit may expose AWP to any sanction, prohibition or restriction imposed under any resolution of the United Nations or any trade or economic sanction, law or regulation of the European Union, the United Kingdom, the laws of Poland or the United States of America.
9. With the consent of both parties, provisions additional to or different from those set out in these T&Cs may be introduced into the insurance contract.
10. Any changes to the insurance contract must be made in writing, otherwise being null and void.
11. Any matters not provided for herein shall be subject to the provisions of the Civil Code, Insurance and Reinsurance Act, and generally applicable laws within the scope of the insurance contract.
12. These T&Cs are governed by Polish law.
13. The language used in relations between the Insurer, the Policyholder, the beneficiaries of the insurance contract or their heirs shall be Polish.
14. Disputes arising from the insurance contract can be resolved through litigation by filing a lawsuit with a common court. The defendant should be the Insurer.
15. An action for a claim under the insurance contract may be brought in accordance with general jurisdiction laws or before a court having jurisdiction over the place of residence or registered office of the Policyholder or the beneficiary under the insurance contract.
16. An action for a claim under the insurance contract may be brought in accordance with general jurisdiction laws or before a court having jurisdiction over the place of residence of the heir entitled under the insurance contract.
17. In case of disputes concerning contractual obligations arising from contracts concluded via a website or other electronic means between AWP P&C S.A. Oddział w Polsce and consumers, it is possible to use the online dispute resolution system – ODR platform. To do so, the consumer should fill out an electronic complaint form available at <http://ec.europa.eu/consumers/odr/>.
18. These T&Cs were adopted by the Insurer's resolution No. U/032/2021 dated 18 May 2021 and come into force on 18 May 2021.



Tomasz Frączek
Branch Director

Appendix 1 to the T&Cs of "Ochrona eXtra" insurance – product groups:

1. PHOTO, VIDEO CAMERAS, VIDEO RECORDERS (including GPS devices)
2. DESKTOP COMPUTERS, COMPONENTS*, PERIPHERALS (including: AOI, displays, projectors, printers, scanners, all-in-one devices, consoles)
3. LAPTOPS, NOTEBOOKS, ULTRABOOKS, TABLETS** (including: gaming laptops, 2-in-1 laptops, graphics tablets, e-book readers)
4. PHONES, SMARTPHONES (including: smartwatches)
5. TV, DVD, HI-FI, AUDIO (including: TV sets, home cinema, car audio, multimedia players)
6. "DRY" HOUSEHOLD APPLIANCES (including: stoves, ovens, refrigerators, freezers, hoods, microwaves, hobs, small appliances)
7. "WET" HOUSEHOLD APPLIANCES (including: washing machines, dishwashers, dryers, washer-driers)
8. COFFEE MAKERS

* excluding hardware components: graphics cards, processors, music cards sold separately as an accessory or spare part

** excluding Device from the following manufacturers: Goclever, Kiano, Lark, MyPhone, Prestigio, Overmax, NavRoad, Modecom, Haier, Kruger & Matz

Privacy policy
Privacy principles

AWP P&C Spółka Akcyjna Oddział w Polsce (“we”, “us”, “our”), is a licensed French insurer operating in Poland in the form of a branch office. This privacy policy explains how and what type of personal data will be collected, for what purposes it will be collected, and to whom it will be shared/disclosed. Please read the following information carefully.

1. Who is the data controller?

A data controller is the entity that decides on the processing of personal data and is responsible for its storage and use. AWP P&C Spółka Akcyjna Oddział w Polsce is the data controller.

2. What personal data will be collected?

We will collect and process different types of your personal data, as listed below:

- Surname (including family surname), first name(s)
- Parents' names
- PESEL number
- Permanent residence address / domicile
- Date of birth
- Gender
- Number, date of issue, expiration date, issuing authority and type of identity document
- Telephone numbers
- E-mail address
- Driving license information (category, date of issue, expiration date, document number)
- Credit/debit card and bank account information
- Vehicle registration number
- Vehicle identification number (VIN)
- Policy number
- Data concerning the insurance contract concluded
- Employer details and employment status
- Citizenship
- Information about business activities
- Data obtained in the course of filing and settling an insurance claim

Depending on your contract or loss, we will only ask for the data necessary for your specific case. We will also collect and process your sensitive personal data, i.e. health data and data from death certificates.

3. How will we obtain and use your personal data?

We will process personal data provided to us by you or received by us without your involvement (i.e. from medical facilities, from your employer, from the National Health Fund) as explained and listed below:

Purpose of processing	Do we need your consent?	Legal basis for processing
Contract management, including insurance contract (e.g. premium specification, insurance risk assessment, settlement of claims, handling complaints)	No (except where the data relates to a medical condition and where you are not our customer and we have no other basis for processing your data)	Article 6(1)(b) and (c) of the GDPR*, Article 9(2)(a) of the GDPR*, Article 9(2)(g) in connection with Article 41(1) of the Insurance and Reinsurance Act
To inform you, or enable AWP Group companies and selected third parties to inform you, of products and services that we think may be of interest to you, in accordance with your preferences for receiving marketing information. You can change these preferences at any time. If you change your decision regarding the preferences indicated above, including withdrawing your consent to any of the above items, notify us by clicking on the “Unsubscribe” link in any marketing e-mail, or by contacting us as described in item 9 below.	Yes	Article 6(1)(a) of the GDPR*, Article 6(1)(f) of the GDPR* (our legitimate interest is direct marketing of our products and services)
Fulfilling obligations (e.g. tax, accounting, administrative) under the law	No	Article 6(1)(c) of the GDPR*
To spread risk through reinsurance or co-insurance	No	Article 6(1)(f) of the GDPR* (our legitimate interest is to reduce insurance risk)

Purpose of processing	Do we need your consent?	Legal basis for processing
To mitigate the risk of economic sanctions by verifying and applying other appropriate measures to verify that the insured customer or risk is not subject to any restrictions and that the contract does not violate any economic sanctions, by periodically auditing the insured and customers and, at the claim settlement stage, by conducting an analysis of the existence of financial sanctions with respect to the insured and, where applicable, the beneficiary prior to the payment of damages or benefits	No	Article 6(1)(c) of the GDPR*
In order to prevent insurance crimes	No	Article 6(1)(f) of the GDPR* (our legitimate interest is to prevent insurance crime and defend against fraud)
In order to analyze customer satisfaction	No	Article 6(1)(f) of the GDPR* (our legitimate interest is to investigate the quality of the services we provide and our customers' satisfaction with those services)
To establish, investigate and defend against claims	No	Article 6(1)(f) of the GDPR* (our legitimate interest is the ability to establish, investigate and defend against possible claims)

We do not require your explicit consent for the purposes set out above (except in certain situations where you provide data related to your health or you are not our customer), as the data is processed for the purpose of performing an insurance contract or complying with legal obligations.

We will require your personal data if you wish to purchase our products and services or if you wish to settle a claim. If you choose not to provide us with this information, we may not be able to provide you with the products and services you request or which you are interested in, or to tailor our offerings to your individual needs, or to settle a claim that you have made.

For insurance offers where an electronic premium calculator is used (e.g. on a dedicated website), we will also make decisions about you by automated means, i.e. without human intervention. The factors we will consider include health status and the destination country of travel.

We will use so-called profiling when making this decision. This means that we will evaluate the information you provide (e.g. health status, date of birth, length and purpose of stay) and assign it to appropriate profiles created from the statistical data we have.

In connection with automated decision-making, you have the right to challenge the decision, to obtain reasons for the decision, to provide us with your own position, or to have your situation analyzed and a decision made by a member of our staff.

4. Who will have access to personal data?

We will ensure that your personal data is processed in a manner consistent with the purposes indicated above.

For the purposes indicated above, your personal data may be disclosed to the following third party data controllers: public authorities, other AWP Group companies, other insurers, co-insurers, reinsurers, insurance brokers and agents and banks.

For the purposes indicated above, we may also share your personal data with the following entities that process data on our behalf: other AWP Group companies, technical consultants, specialists, lawyers, claims adjusters, service technicians, doctors and other subcontractors providing services to AWP for the purpose of carrying out activities (submitting claims, IT support, postal services, document management, claim settlement, contract performance through the provision of services to an eligible person) and advertising service providers and networks for the purpose of sending you marketing information as permitted by national law, in accordance with your communication preferences. We will not share your personal data with unrelated third parties for their own marketing purposes without your consent.

In addition, we may share your personal data in the following cases:

- in the event of a planned or actual reorganization, merger, sale, joint venture, assignment, divestiture or other disposition of all or any portion of our business, assets or stock (including as part of a bankruptcy or similar proceeding); or
- to comply with a legal obligation, including towards the relevant ombudsman, if you make a complaint about a product or service we have sold to you.

AWP P&C Oddział w Polsce
ul. Konstruktorska 12
02-673 Warszawa
Phone: +48 22 522 28 00
Fax: +48 22 522 28 01
e-mail: sekretariat.pl@allianz.com

Registered in the District Court for the Capital City of Warsaw
13th Commercial Division, National Court Register
under number: KRS No. 0000189340,
NIP [tax identification number]: 107-00-00-164
REGON [business entity statistical number]: 015647690

Share capital of the parent company
EUR 17,287,285 – paid up in full
PL 02 1240 1053 1111 0010 0140 7382
Bank Polska Kasa Opieki S.A. Branch
Director Tomasz Frączek



5. Where will personal data be processed?

Your personal data may be processed within or outside the European Economic Area (EEA) by the entities identified in item 4, subject to contractual restrictions on confidentiality and information security, in accordance with applicable data protection laws. We will not disclose your personal data to anyone who is not authorized to process it.

The transfer of your personal data for processing by another company in the Group of which AWP is a member, outside the EEA, will in each case take place in accordance with approved binding corporate rules that ensure adequate protection of personal data and are legally binding for all companies in the Group. In the event that the Group's binding corporate rules (BCR) do not apply, we will take reasonable steps to ensure that your personal data transferred outside the EEA is adequately protected to the same level as is provided within the EEA. If you are interested in the safeguards we apply when transferring data outside the EEA (e.g. standard contractual clauses), please contact us as described in item 9.

6. What rights do you have with respect to your personal data?

To the extent permitted by applicable law, you have the right to:

- access your personal data in our possession and know the origin of that data, the purposes for which it is processed, as well as information about the data controller(s), processor(s) and entities to whom it may be disclosed;
- withdraw your consent at any time where your personal data is processed on the basis of consent;
- update or rectify your personal data so that it is always correct;
- erase your personal data from our records if it is no longer needed for the purposes indicated above;
- request that we restrict the processing of your personal data in certain circumstances, such as when you contest the accuracy of your personal data, for a period of time to allow us to verify the accuracy of the personal data;
- obtain your personal data in electronic format for your own use or for the new insurer; and
- lodge a complaint with us or with the relevant data protection authority. In Poland, this authority is the President of the Office for Personal Data Protection.

You may exercise these rights by contacting us as described in item 9 with your name, e-mail address and the subject of your request. You may also submit a data access request by completing the Data Access Request Form available on the website: <https://www.mondial-assistance.pl/biznes/awp.aspx>.

7. How can I object to the processing of my personal data?

Where permitted by applicable law, you have the right to object to our processing of your personal data or to request that we cease processing (including for direct marketing purposes). Upon receipt of such request, we will cease further processing of your personal data unless permitted by applicable law.

Likewise, you may exercise other rights indicated in item 6.

8. How long do we keep your personal data?

We will retain your personal data for 6 years from the date of termination or cancellation of the contract or insurance relationship or the date of completion of the claim settlement procedure or processing of your complaint. The 6-year period results from the Polish statute of limitations on claims and the need to archive documents in accordance with the Accounting Act.

We will not keep your personal data longer than necessary, and will only keep it for the purposes for which we obtained it.

9. How can you contact us?

If you have any questions about how we use your personal data, you can contact us by mail at:

AWP P&C Spółka Akcyjna Oddział w Polsce
ul. Konstruktorska 12
02-673 Warszawa

We have appointed a Data Protection Officer, who is Mrs. Katarzyna Kosińska. The officer may be contacted by e-mail or mail at the following addresses:

Data Protection Officer
AWP P&C Spółka Akcyjna Oddział w Polsce
ul. Konstruktorska 12
02-673 Warszawa
E-mail: iadopl@mondial-assistance.pl

You may also contact us using the Data Access Request Form available at: <https://www.mondial-assistance.pl/biznes/awp.aspx>.

10. How often do we update our privacy policy?

This privacy policy is reviewed and updated regularly. We will ensure that an up-to-date version is always available on our website: <https://www.mondial-assistance.pl/biznes/awp.aspx> and we will personally inform you of any important changes that may affect you. This privacy policy was last updated on 1 January 2021.

*GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the EU L 119 of 4 May 2016, p. 1 and Official Journal of the EU L 127 of 23 May 2018, p. 2)

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Registered in the District Court for the Capital City of Warsaw
13th Commercial Division, National Court Register
under number: KRS No. 0000189340,
NIP [tax identification number]: 107-00-00-164
REGON [business entity statistical number]: 015647690

Share capital of the parent company
EUR 17,287,285 – paid up in full
PL 02 1240 1053 1111 0010 0140 7382
Bank Polska Kasa Opieki S.A. Branch
Director Tomasz Frączek



