

Regulations

REGULATIONS FOR CONCLUDING INSURANCE CONTRACTS AND PROVIDING SERVICES BY ELECTRONIC MEANS ON THE SALES WEBSITE OF WIENER

§ 1

1. These "Regulations for concluding insurance contracts and providing services by electronic means on the Sales Website of Wiener TU S.A. Vienna Insurance Group (hereinafter referred to as the "Regulations"), issued pursuant to Article 8.1 (1) of the Act on the Provision of Services by Electronic Means, specifies the types and scope of services provided by Wiener TU S.A. Vienna Insurance Group with its registered office in Warsaw, ul. Wołoska 22a, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register, under KRS number 0000033882, NIP (Tax Identification Number) 524-030-23-93 and REGON (National Business Registry Number) 010594552 (hereinafter referred to as "Wiener"), via the website (hereinafter referred to as the "Website") used for the sale of insurance products of Wiener TU S.A. Vienna Insurance Group, and sets forth the terms and conditions for the conclusion and termination of Insurance Contract and the complaint procedure.
2. The Regulations are available on the website at <https://sprzedaz.wiener.pl/dlaobcokrajowca>
3. Wiener TU S.A. Vienna Insurance Group provides Services in accordance with the Regulations.
4. The User using the Website consents to the provision of Services in accordance with the Regulations, which is tantamount to the acceptance of the contents of the Regulations which, apart from the GTCI, form an integral part of the Insurance Contract concluded via the Website
5. The User is under an obligation to comply with the provisions of the Regulations and detailed instructions published on the website at <https://sprzedaz.wiener.pl/dlaobcokrajowca>

§ 2

Definitions

Electronic address (e-mail address) – e-mail address provided by the User when concluding the Insurance Contract, to which Wiener TU S.A. Vienna Insurance Group shall send the Policy.

Cookies – small text files ("cookies") saved by the User's browser on a computer hard drive which may be used by Wiener TU S.A. Vienna Insurance Group to identify the User and for other purposes indicated in the Cookies Policy.

Personal data – all information regarding an identified or identifiable natural person. Detailed information on the processing of personal data obtained via the Website can be found in the Cookies Policy.

Calculation – calculation of the insurance premium on the basis of data provided by the User.

Offer – an individual insurance offer prepared by Wiener TU S.A. Vienna Insurance Group via the Website for the User on the basis of data provided by the User, containing the Calculation.

GTCI (General Terms and Conditions of Insurance) – a draft contract issued by the Insurer, forming an integral part of the Insurance Contract, regulating the conclusion and performance of the Insurance Contract, the rights and obligations of parties thereto, and the way in which the benefit is paid out by the Insurer.

Policy – a document provided to the Policyholder by Wiener TU S.A. Vienna Insurance Group (after the insurance premium is paid, prior to the commencement of insurance coverage), confirming the conclusion of the Insurance Contract and specifying detailed data concerning the Insurance Contract, including parties to the Insurance Contract, insurance period, subject and scope of Insurance.

Policyholder – a natural person, legal person, or organisational unit without legal personality that concludes the Insurance Contract via the Website and is under an obligation to pay the insurance premium.

Insured Person – a natural person whose life, health or property is covered under the Insurance Contract.

Contract – a Service agreement concluded between the User and Wiener TU S.A. Vienna Insurance Group on the condition of acceptance of the Regulations by the User.

Services – services provided electronically by Wiener TU S.A. Vienna Insurance Group, enabling the User, as the Policyholder, to conclude the Insurance Contract electronically, on the basis of the GTCI and the Regulations available at <https://sprzedaz.wiener.pl/dlaobcokrajowca>

User – a natural person who has full capacity to perform legal acts or a representative of a legal person or an organisational unit without legal personality, who has accepted the Regulations and uses the Website.

§ 3

Rules for the provision of Services via the Website

1. General provisions

- 1.1. Only users who are adults and have full capacity to perform legal acts may use the website
- 1.2. A detailed description of the insurance coverage for a specific subject of insurance and the rights and obligations of the parties to the Insurance Contract are included in the GTCI.
- 1.3. The GTCI are made available on the Website in a manner enabling the Insured Person to download them, retain them and view them in the ordinary course of activities, in accordance with Article 384 § 4 of the Polish Civil Code, or delivered to the User free of charge at their request prior to the conclusion of the insurance contract at the individual e-mail address indicated by the User.
- 1.4. The Service Agreement is concluded by the User making use of functionalities of the Website. The Service Agreement is terminated by discontinuing the use of the Website.
- 1.5. As a prerequisite, it is necessary to accept the Regulations in order to use services offered via the Website. As regards access to the Regulations, the provisions of clause 1.3 shall apply accordingly.

2. Use of the Website

- 2.1. The Website is available 24 hours a day. The Website is free and accessible to all Internet users.
- 2.2. An e-mail address is required in order to conclude a distance contract.
- 2.3. The Website may be used if JavaScript and cookies are enabled in the User's web browser
- 2.4. The Website is protected by an encrypted connection using the https protocol. The transfer of personal data and authorisation process takes place via a secure 128-bit SSL protocol.
- 2.5. Proper display of the Website and smooth use of the Services is possible provided that the system and the User's software meet the following minimum requirements:
 - use of Internet Explorer 9 (and newer versions), Mozilla Firefox, Google Chrome web browsers;
 - in order to display certain elements, it may be necessary to use browser extensions or Flash 6 (or newer version) software, Quicktime, Acrobat Reader;
 - The Website is optimised for a minimum resolution of 1024x768
 - The User may discontinue using the Website at any time

3. Rules for the conclusion of the Insurance Contract

The insurance contract is concluded on the basis of:

- 3.1. the Regulations;
- 3.2. the GTCI;
- 3.3. Application for entry into the Insurance Contract submitted by the User;
- 3.4. Offer (within the meaning of the definition included in § 2).

4. Calculation

- 4.1. The insurance premium is calculated on the basis of data provided by the User.
- 4.2. Drawing up the Calculation is not tantamount to the conclusion of the Insurance Contract or the User undertaking an obligation to conclude the said Contract.
- 4.3. Any change in the facts or modification of data used in the Calculation results in the need to perform the Calculation once again. The Website Software automatically performs the Calculation saved at each attempt to edit it, presenting its current value as at the date when the Calculation is edited.

5. Offer

- 5.1. The offer contains a proposal of terms and conditions of the Insurance Contract, including information on the amount of the premium.
- 5.2. Failure to pay the premium within the time limit indicated in the Offer is tantamount to the withdrawal by the Policyholder from the Insurance Contract.

6. Payment method

- 6.1. The User submits a declaration regarding the choice of insurance premium payment method. In order to make the payment, the User may select a transaction via the PayU payment system.
- 6.2. In order to make the payment, the User is redirected to PayU's website where the transaction is authorised.
- 6.3. The User may choose the following forms of payment for insurance handled by PayU:
 - payment using the following cards: Visa, MasterCard, Maestro, Visa Electron, MasterCard Electronic;
 - payment by electronic transfer (ePrzelew), available on a website dedicated to handling PayU payments;
- 6.4. After the payment is made via PayU, the User is redirected to the Website where information about the transaction status is displayed (information about the success or failure of the transaction).

7. Withdrawal from the Insurance Contract by the Policyholder who is a consumer, reimbursement of the insurance premium

- 7.1. The User who is a consumer has the right to withdraw from the Insurance Contract concluded at a distance without stating a reason and without additional costs by submitting a written statement within 30 days from the day on which they are informed about the conclusion of the Insurance Contract or from the day on which information referred to in Article 39.1 of the Act of 30 May 2014 on Consumer Rights is confirmed, if it falls on a later day.
- 7.2. If the Policyholder withdraws from the Insurance Contract, the Insurance Contract shall be deemed as not concluded and the Policyholder shall be released from any and all obligations. What has been provided by the parties shall be returned in the unaltered state, unless the alteration was necessary within the limits of ordinary management, within 30 days:
 - 1) from the day of withdrawal from the Insurance Contract - in relation to performances of the Policyholder, or
 - 2) from the day of receipt of a statement on withdrawal from the Insurance Contract - in relation to performances of Wiener TU S.A. Vienna Insurance Group.
- 7.3. The Policyholder who is a consumer is not be entitled to withdraw from the Insurance Contract in relation to Insurance Contracts:
 - 1) fully performed at the request of the Policyholder before the expiry of the 30-day period for withdrawal from the Insurance Contract;
 - 2) concerning travel, luggage or other similar contracts, if they have been concluded for a period shorter than 30 days.

- 7.4. If Wiener TU S.A. Vienna Insurance Group commenced providing insurance coverage with the consent of the Policyholder before the lapse of the 30-day period for withdrawal from this contract, the Policyholder is under an obligation to pay a part of the insurance premium due for insurance coverage provided by Wiener TU S.A. Vienna Insurance Group until the withdrawal date.
- 7.5. If the Insurance Contract is made for a period longer than 6 months, the Policyholder who is an entrepreneur has the right to withdraw from the Insurance Contract within 7 days of its conclusion.
- 7.6. In the event of withdrawal from the Insurance Contract paid for by a card, the premium due shall be returned directly to the card account or the account indicated by the Customer.
- 7.7. A statement on the withdrawal from the Insurance Contract shall be sent by the Policyholder to the following address: Wiener TU S.A. Vienna Insurance Group, Biuro Obsługi Klienta, ul. Wołoska 22a, 02-675 Warsaw.

8. Complaints

8.1. A complaint concerning the conclusion or performance of the insurance contract may be lodged by the Policyholder, Insured Person or Beneficiary under this contract.

8.2. A complaint may be lodged:

- 1) in writing – to the address of the selected unit of Wiener TU S.A. Vienna Insurance Group or in person;
- 2) electronically – via a complaint form available at the website of Wiener TU S.A. Vienna Insurance Group;
- 3) verbally (in person for the record or on the phone).

8.3. The complaint must contain:

- 1) first name and surname (business name), address and phone number of the complainant;
- 2) claim number or policy number;
- 3) identification of the issue the complaint is concerned with;
- 4) justification of the complaint along with evidence, if any.

8.4. The complaint shall be handled immediately, but no later than within 30 days from the date of its receipt. If, due to a particularly complex nature of a given case, no answer can be provided within the aforementioned deadline, the deadline shall be extended to not more than 60 days after the receipt of the complaint. The complainant shall be informed of:

- 1) reason for delay;
- 2) circumstances which must be determined in order to review the case;

8.5 Wiener TU S.A. Vienna Insurance Group shall inform the complainant how the complaint will be handled on paper or in other durable medium, however, a complaint response from Wiener TU S.A. Vienna Insurance Group via email shall only be available on the request of the client.

- 8.6. The complainant may apply to the Financial Ombudsman to have them examine the case
- 8.7. The dispute may be resolved by either extrajudicial procedure of dispute resolution between the customer and a financial market entity, conducted by the Financial Ombudsman (website address: www.rf.gov.pl) or a procedure before Arbitration Court at the Polish Financial Supervision Authority (website address: www.knf.gov.pl).
- 8.8. The complainant has the right to pursue their claims before a common court. The claims action under the insurance contract may be brought in accordance with generally applicable legal regulations or before the court having jurisdiction over the place of residence or registered office of the Policyholder, Insured Party or beneficiary under the insurance contract, or before the court having jurisdiction over the place of residence of the heir of the Insured Party or the heir of the beneficiary under the insurance contract
- 8.9. Wiener TU S.A. Vienna Insurance Group is subject to the supervision of the Polish Financial Supervision Authority.

9. Language

The language used in complaints between the User and Wiener TU S.A. Vienna Insurance Group is the Polish language.

10. Applicable law

Matters related to the provision of Services and conclusion of distance insurance contracts and performance thereof shall be governed by the relevant provisions of Polish law, especially

- 1) the Polish Civil Code;
- 2) the Act on the Provision of Electronic Services;
- 3) the Act on Consumer Rights;
- 4) the Personal Data Protection Act;
- 5) the Act on Insurance and Reinsurance Activit

11. Prohibition of illegal content

The User is under an obligation to refrain from posting illegal, offensive, untrue content that promotes violence and violated generally applicable law in Poland.

12. Amendments to the Regulations

12.1. The Regulations shall be effective as of 01.02.2018

12.2. Wiener TU S.A. Vienna Insurance Group has the right to amend the provisions laid down in the Regulations. Amendments to the Regulations become effective when the amended text is published on the Website and apply to Insurance Contracts and Service agreements concluded after the amended Regulations have been published.

13. Precedence of the GTCI

In the event of discrepancies between the Regulations and the GTCI, the provisions of the GTCI shall prevail, with the exception of the provisions concerning the conclusion of the Insurance Contract and the right to withdraw from the Insurance Contract.