

INFORMATION ON THE RULES OF THE GENERAL GOOD

Introduction:

This information is aimed at insurance companies from the UE Member States, as well as from the EFTA Member States – the party to the European Economic Area Agreement (EEA). Compliant with the intentions of the Polish Financial Supervision Authority this information is to provide overview and assistance while starting activity in the territory of the Republic of Poland within the common market.

However, despite all best effort made while preparing this overview to ensure that the information is based on up-to-date legal regulations, entrepreneurs are obliged to follow the currently binding legal solutions, including the provisions passed or amended upon drawn up and publication of this information. Addressees of the legal regulations are obliged to ensure that the activities performed remain in compliance with the present state of regulatory environment.

This information cannot be treated as record of absolutely binding legal provisions. Legal provisions are stipulated in legal acts published in the Journal of Laws. In the event of any discrepancies in interpretation between this information, other official or private overviews and translations of legal acts on one hand, and the texts of standard acts, published in the Journal of Laws on the other hand, the exclusive binding power is assigned to the latter.

This information should not be treated as comprehensive source of knowledge on domestic legal regulations which the foreign insurance company carrying out its activities in Poland should observe. Issues which under special circumstances should be treated as protecting “general good” and applying to labour law and social security, public order, protection of intellectual property, heritage protection and etc have been omitted (cf. Commission interpretative communication. Freedom to provide services and the general good in the insurance sector. Official Journal of 16 February 2000). In the first place this information applies to regulations directly influencing the activities within insurance.

Information on the Polish law in force:

The basic core of the Polish regulations applicable to insurance activity is collected within the following acts:

- Act of 21 July 2006 on supervision of the financial market (Journal of Laws of 2006, no. 157, item 1119 as amended).
- Act of 22 May 2003 on insurance activities (Journal of Laws of 2003, no. 124, item 1151 as amended), hereinafter referred to as the Act;

- Act of 22 May 2003 on compulsory insurance, Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (Journal of Laws of 2003, no. 124, item 1152 as amended);
- Act of 15 April 2005 on the supplementary supervision of credit institutions, insurance companies and investment firms in a financial conglomerate (Journal of Laws of 2005, no. 83, item 719 as amended).
- Act of 22 May 2003 on insurance mediation (Journal of Laws of 2003, no. 124, item 1154 as amended).

Within the regulations imposing general obligations on entities carrying out business activities in the territory of Poland the Act of 2 July 2004 on freedom of establishment should be mentioned here (Journal of Laws, No 173, item 1807 as amended).

Laws on insurance contract in the Polish law:

The basis regulations concerning insurance contract are included in the following acts:

- Act of 23 April 1963 the Civil Code (Journal of Laws No. 16, item 93 as amended) – including general provisions on contractual and tort obligations as well as provisions applicable directly to insurance contract (articles 805 – 834 of the Civil Code) - extract from the Civil Code (articles 805 - 834 CC) is the Attachment No. 1 hereto.
- Act of 22 May 2003 on insurance activity (in particular provisions from 12 to 14);
- Act of 18 September 2001 the Maritime Law (Journal of Laws No. 138, item 1545 as amended) – provisions on maritime insurance contract laid down in articles from 292 to 338.

Laws for contract on insurance guarantee

The Polish law allows insurance companies to award non- life insurance guarantee if the insurance companies have permission within the class 15, branch II of the Attachment to the Act on insurance activity (or permission in the relevant scope issued by the relevant body of the UE or EEA Member State). The provisions of the Civil Code (CC) on insurance contract do not apply to insurance guarantee (articles from 805 to 834 CC), however the provisions of the Act on insurance activities apply when stating the governing law for a given contract. The rights and duties of the parties to the contract on insurance guarantee result from the general provisions of the Civil Code on contractual obligations (if in the given case the contract is governed by the Polish law). It should be stressed that this insurance activity is developed mainly by practice, legally based on the rule of freedom of contractual relationships settlement (article 353 (1) CC).

Stating governing law for insurance contract

Provisions on governing law for insurance contract concluded by insurance company from the UE Member State within the activities carried out in Poland are stipulated in the Act on insurance activity, i.e.;

Pursuant to article 129 of the Act, the foreign insurance company from the European Union Member State, carrying out activity in the territory of the Republic of Poland, when stating the governing law for insurance contract is obliged to follow the following principles:

- 1) If policy holder has its place of residence or the seat of management board in the European Union Member State of risk location, the law of that EU Member State is applicable to insurance contracts with the reservation that if the law of that Member State allows, the parties can choose the law of other State;
- 2) If policy holder does not have its place of residence or the seat of management board in the European Union Member State of risk location, the parties to the insurance contract can choose as governing law - the law of the EU Member State of risk location or the law of that Member State in which the policy holder has its place of residence or the seat of management body;
- 3) If policy holder carries out business activity or exercises liberal profession and the insurance contract covers at least two risks related to that activity and is located in the other EU Member States, the freedom to choose the governing law in relation to the insurance contract will extend to the law of that EU Member State, in which policy holder has its place of residence or the seat of management body;
- 4) Within the scope stipulated in points 2 and 3 the possibility of freedom to select governing law is allowed;
- 5) If risk is limited to events occurring in the Member State other than the State of risk location, notwithstanding the provisions of points from 1 to 3, the parties can choose the law of the former of the two States;
- 6) Selection of the governing law by the parties to insurance contract when all important elements while making this selection are related to only one EU Member State does not exclude the application of absolutely binding provisions of the law of that EU Member State;
- 7) The selection of the law must be clearly stated in insurance contract;
- 8) If the selection was not made pursuant to points from 1 to 7, then the governing law for a given insurance contract will be the law of the EU Member State to which the contract is strictly related.

This provision does not restrict the governing law for the court seat, if it is absolutely binding.

In the event of insurance for substantial risks, the parties to insurance contract can select the law of any of the EU Member States.

Pursuant to article 130 of the Act, the insurance company from the European Union Member State, carrying out insurance activity within the scope of branch I of the Attachment to the Act (*Life*), when stating the governing law for insurance contract is obliged to observe the following rules:

- 1) The governing law for insurance contract is the law of the EU Member State, in which policy holder has its place of residence or the seat of management body;
- 2) If policy holder is natural person having its place of residence in the EU Member State other than the state he/she is the citizen of, policy holder can select the law of the EU Member State, he/she is the citizen of.

The European Union Member State of risk location means, pursuant to article 7a of the Act – the European Union Member State, in which:

- a) real property with its components and its appurtenances and the property located there, if the property is covered by the same insurance contract as the real property,
- b) motor vehicle is registered, in the event when the insurance contract applies to motor vehicle, with reservation to letter c,
- c) motor vehicle is to be registered, in the event when motor vehicle was purchased in the EU Member State other than the one in which it is to be registered, however not longer than for 30 days from taking the motor vehicle in possession by the purchaser,
- d) insurance contract was concluded for the period not longer than 4 months, related to travel insurance, notwithstanding the class stipulated in attachment thereto,
- e) policy holder being natural person has its permanent place of residence,
- f) policy holder being legal person has the seat of organisational unit covered by insurance contract.

Pursuant to Article 2 section 2 of the Act, the substantial risks mean also risks included in:

- a) classes from 4 to 7, 11, 12,
- b) classes 14, 15 – in the event when policy holder carries out business activity or liberal profession and risk is related to that activity,
- c) classes 8, 9, 13 and 16 – in the event when policy holder exceeds at least two of the below mentioned criteria in a financial year:
 - Balance sheet total amounts to EUR 6.2 mln,
 - Net turnover amounts to EUR 12.8 mln,
 - Average number of employees amounts to 250 people,

If policy holder belongs to group of companies, for which the consolidated financial statements are prepared within the meaning of the Act of 29 September 1994 on accounting (Journal of Laws of 2002, No. 76, item 694 and of 2003, No. 60, item 535), the above mentioned criteria will be assessed on the basis of consolidated financial statements.

Formal requirements of policy:

Pursuant to article 141 of the Act – policy or any other document confirming insurance contract conclusion by the branch or in other way than by the branch within the freedom of service provision, must include the information on:

- 1) Address and seat of insurance company or respectively address of branch of insurance company, which grants insurance protection;
- 2) Place of insurance contract conclusion;
- 3) Competent court in the event of dispute between parties to insurance contract;
- 4) Date of insurance contract conclusion and its termination date;
- 5) Subject of insurance contract and terms and conditions of its execution;
- 6) Definitions of parties to insurance contract;
- 7) Amount of insurance premium;
- 8) Statement of general terms and conditions of insurance, on the basis of which insurance contract was concluded and its service on policy holder.

The requirements of insurance contract:

Pursuant to article 12 of the Act, general terms and conditions of insurance stipulate in particular:

- 1) Insurance type and its subject;
- 2) Terms and conditions for change of the sum insured or guaranteed sum, if general terms and conditions of insurance provide for such change;
- 3) rights and duties of each of the parties to insurance contract;
- 4) Scope of the liability of insurance company;
- 5) in property insurance – the method to determine the size of damage;
- 6) The method to determine indemnity sum or other benefit, if general terms and conditions of insurance provide for derogations from general rules;
- 7) Method to determine and pay insurance premium;
- 8) Method and way of premium indexation, if general terms and conditions of insurance provide for indexation;
- 9) Mode and terms and conditions to introduce changes into insurance contract concluded for indefinite period of time;
- 10) Circumstances and time limits for contract termination by each of the parties, as well as circumstances and terms and conditions of the termination, if general terms and conditions of insurance provide for such possibility.

Language of insurance contract:

Pursuant to Article 7 section 1 of the Act of 7 October 1999 on the Polish language (Journal of Laws No. 90, item 999 as amended) the Polish language is used in the territory of the Republic of Poland in transactions with consumers and exercise of provisions of the labour law if:

- 1) Consumer or person rendering work has the place of residence in the territory of Poland when concluding contract and
- 2) Contract is to be or is enforceable in the territory of the Republic of Poland.

Pursuant to article 7 section 2 of the Act referred to above, in the territory of the Republic of Poland the Polish language is used in transactions without consumers, if these transactions are performed by entities referred to in article 4, i.e.

- 1) Constitutional bodies of the state,
- 2) Bodies of territorial self-government units and their subordinate institutions within the scope they perform public duties,
- 3) Field bodies of public administration,
- 4) Institutions appointed to implement certain public duties,
- 5) Bodies, institutions and offices subordinate to bodies referred to in points 1 and 3, appointed to implement duties of these bodies, as well as public authorities, legal persons within the scope they perform public duties,
- 6) Bodies of self-government, other than territorial self-government, as well as bodies of social, professional, collective organisations and other entities performing public duties.

Moreover, pursuant to article 7 section 3 of the Act referred to above, the provisions of the act apply to documents and information which must be prepared or disclosed on the basis of separate provisions.

It should be stressed that pursuant to article 7a of the Act referred to above, the obligation to use the Polish language within the scope referred to in article 7 applies in particular to names of goods and services, offers, warranty terms and conditions, invoices, bills and receipts, as well as other warnings and information for consumers required on the basis of other provisions, manuals and information on goods and service features, with reservation to section 3. The obligation to use the Polish language in information on goods and service features applies to advertisements as well. Foreign descriptions of goods and services, as well as foreign offers, warnings and information for consumers required on the basis of other provisions within the scope referred to in article 7, must be prepared at the same time in the Polish language version, however warnings and information for consumers, required on the basis of other provisions, as well as manuals and information on goods features do not require description in the Polish language, if they are expressed in commonly understandable graphical form. If graphical form is accompanied by description, then description should be drawn up in the Polish language.

Third party liability insurance for motor vehicle owners:

Pursuant to article 133 of the Act, insurance company originating from the EFTA or EU Member State, which intends, within the freedom to provide insurance services, to carry out in the territory of the Republic of Poland the activity within the scope of compulsory third party liability insurance for motor vehicle owners, with the exception of the carrier third party liability, is obliged to submit to supervision body, by competent body of the state, in which insurance company has its seat.

- 1) personal data of insurance company representatives authorised to represent it within the scope necessary to:
 - a) Take and satisfy claims filed by entitled persons and
 - b) Provide legal representation of company in disputes before Polish public courts,
- 2) Statement on the intention to join the Polish Motor Insurers' Bureau.

If insurance company does not appoint representatives referred to above, then supervision body can give consent for that insurance company to be represented within the scope referred to above, by claim representative appointed by that insurance company in the territory of the Republic of Poland.

Pursuant to article 10 section 1 of the Act, as of conclusion of the first contract, insurance company carrying out insurance activity within the scope of third party liability insurance for motor vehicle owners for damage arising as result of motion of these vehicles, by virtue of law becomes the member of the Insurance Guarantee Fund in this insurance class. Whereas the membership in the Polish Motor Insurers' Bureau is awarded as of furnishing membership declaration.

Life insurance contracts:

The Polish law, pursuant to provisions of article 36 and Annex III to the Directive 2002/83/EC on life assurance (Official Journal 1997 L 185/77), requires insurance companies offering life insurance to fulfil a number of information obligations with respect to entities concluding this kind of insurance contract. These requirements are laid down in article 13 of the Act on insurance activity and the Ordinance of the Ministry of Finance of 8 December 2003 on annual and semi-annual statements of insurance capital fund (Journal of Laws, No. 217, item 2132).

(The wording of article 13 of the Act on insurance Activity constitutes the Attachment no. 2 hereto)

Moreover, article 13a added by the article 2 point 2 of the Act of 13 April 2007 on the change of the Act – the Civil Code and on change of certain other acts (Journal of Laws of 2007, No. 82, item 557) as of 10 August 2007 imposes additional information obligations:

Article 13a. Insurance company, prior to concluding insurance company, is obliged to provide policy holder, being natural person, with information on:

- 1) the governing law for the contract if the parties do not enjoy the freedom to select the law;
- 2) the governing law, proposed by insurance company if the parties enjoy the freedom to select law;
- 3) Method and mode of handling complaints filed by policy holder or entitled person under insurance contract, as well as the body competent for their settlement.

Compulsory insurances:

The provisions of the Polish law in numerous cases provide for obligation to conclude insurance contract of a given type under certain circumstances. Article 4 of the Act on compulsory insurances, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau lists the cases of compulsory insurances, i.e.:

- 1) third party liability insurance for motor vehicle owners for damage being the result of the motion of these vehicles, hereinafter referred to as "third party liability insurance for motor vehicle owners";
- 2) Farmer third party liability insurance for possession of farm, hereinafter referred to as "Farmer third party liability insurance";
- 3) insurance of buildings being part of farm, against fire and other acts of God, hereinafter referred to as "farm building insurance".
- 4) Insurance resulting from provisions of separate acts or international agreements ratified by the Republic of Poland, imposing on certain entities the obligation to conclude insurance contract.

Moreover, the Act provides for as well:

- Basic terms and conditions the compulsory insurance contract should meet,
- Specific duties of insurance companies in relation to conclusion and execution of compulsory insurance contracts,
- Rules on which insurance companies are granted the membership in the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau.

Pursuant to article 5 section 2 of the Act on compulsory insurances, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, the insurance company, holding permission to carry out insurance activity in the classes covering compulsory insurances cannot refuse to conclude compulsory insurance, if this company concludes such insurance contracts within its insurance activity.

If insurance company concludes third party liability insurance contracts, pursuant to article 30 section 1 of the Act referred to above, insurance company from the concluded third party liability insurance for motor vehicle owners pays register fee in the amount in PLN equivalent to EUR 1.0, fixed on the average exchange rate published by the National Bank of Poland according to the table of exchange rates no. 1 in the year of contract conclusion.

This fee constitutes the revenue of the Fund – the Central Register of Vehicles and Drivers, referred to in article 80d section 2 of the Act – Highway Code (Journal of Laws of 2005, No. 108, item 908 as amended)

Insurance mediation:

Insurance companies originating from the EU Member States can make use of the services of insurance intermediaries in the territory of Poland. If insurance intermediary acts on behalf or in favour of insurance company, he/she is described by the Act of 22 May 2003 on insurance mediation (Journal of Laws no. 124, item 1154 as amended) as insurance agent and his/her activity as agency activity.

Pursuant to article 7 of this Act, insurance agent is entrepreneur carrying out agency activity on the basis of agency contract concluded with insurance company and entered into the register of insurance agents. Insurance company, which intends to use the services of insurance agents having their place of residence or seat in the territory of Poland, must submit the agent application to the register kept by supervision body, pursuant to article 38 of the Act on insurance mediation. Time limit and remaining formal requirements are stipulated by further provisions of that Act, whereas the amount of the relevant stamp duty – tin he Act of 16 November 2006 on stamp duty (Journal of Laws No 225, item 1635 as amended).

Insurance company of the EU Member State can make use of the services of insurance agents appointed in the other Member State provided that agent undergoes notification procedure compliant with the requirements of the Act on mediation and the Directive 2002/92/EC on insurance mediation (Official Journal 2003 L 9/3).

Whereas pursuant to article 6 of the Act on mediation, if insurance company concludes or executes insurance contract by member of the management board of insurance company, proxy of insurance company or person being employee of insurance company, this is not deemed to be insurance mediation.

If insurance intermediary acts on behalf or in favour of entity seeking insurance protection, the Polish law describes him/her as insurance broker, whereas (pursuant to article 24 section 1 on the Act on mediation) insurance broker cannot:

- 1) Carry out agent activity or perform agent activities,
- 2) Be in any permanent contractual relationship with insurance company,
- 3) Be member of supervisory or management bodies of insurance company.

Insurance economic self-government

Pursuant to articles 215, 216 and 217 of the Act, domestic and foreign insurance companies carrying out activity in the territory of Poland create insurance economic self-government.

The organisation of insurance economic self-government, representing insurance companies and acting to solve the problems of insurance market in the Republic of Poland is the Polish Chamber of Insurance.

The membership in this Chamber is compulsory and is created when insurance company starts carrying out insurance activity in the territory of the Republic of Poland. The membership in the Chamber ceases at the time of passing resolution on voluntary liquidation or when the decision on involuntary liquidation becomes valid.

Detailed regulations, including rights and duties of the Chamber members, are included in the Chapter of the Act and in the statute of the Polish Chamber of Insurance.

Protection of people making use of insurance services

The bodies, the statutory goals of which include the protection of policy holders, the insured and entitled persons under insurance contracts are supervision body and the Insurance Ombudsman. The supervision body is the Financial Supervision Authority, referred to in the Act of 21 July 2006 on supervision of the financial market (Journal of Laws no. 157, item 1119 as amended), hereinafter referred to as “the Authority”. Pursuant to article 3 of the Act of 22 May 2003 on Insurance and Pension Funds Supervision and Insurance Ombudsman (Journal of Laws No. 124, item 1153 as amended) the goal of the supervision is the protection of policy holders, the insured, beneficiaries or entitled persons under insurance contracts, pension funds members and members of occupational pension plans. Pursuant to article 5 of that Act, the Insurance Ombudsman represents the interests of policy holders, the insured, beneficiaries or entitled persons under insurance contracts, pension funds members and members of occupational pension plans. While performing his/her statutory tasks the Insurance Ombudsman cooperates in particular with domestic and foreign consumer organisation as well as with the Commissioner for the Civil Rights Protection.

Information about customer state of health

Pursuant to article 22 sections 1, 2, 3 and 5 of the Act, insurance company can, against a fee, receive from entities referred to in article 4 of the Act of 30 August 1991 on medical institutions (Journal of Laws No. 91, item 408, as amended) which provided health benefits for the insured or person in favour of whom the insurance contract is to be concluded, information on circumstances related to assessment of insurance risk and verification of health state data provided by that person, determination of that person right to benefit under the concluded contract and the amount of that benefit as well as information on the cause of death of the insured, excluding the genetic tests results. A doctor authorised by insurance company requests to submit that information, however insurance company request requires a written consent of the insured or of person in favour of whom the insurance contract is to be concluded or her/his statutory representative. Insurance company can, with the written approval of person whom the data concern or his/her statutory representative, on the written request of another insurance company, make available to that insurance company the personal data it processes.

These data can be made available within the scope necessary to:

- Assess insurance risk,
- Verify data provided by policy holder or the insured or person in favour of whom insurance contract is to be concluded,
- Determine the insured's right to benefit under concluded insurance contract and the amount of that benefit,
- Provide information, possessed by insurance company, on the cause of death of the insured or information necessary to determine the insured's right to benefit under concluded insurance contract and the amount of that benefit.

Conclusion of distance contracts

The Act of 2 March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product (Journal of Laws of 22, no. 271, item 1119 as amended) regulates terms and conditions for conclusion of contract on provision of financial consumer services, including insurance contracts. The Chapter 2a of that Act includes provisions required by the Directive 2002/65/EC on the distance marketing of consumer financial services, including insurance activities.

Territorial competence of domestic courts

Pursuant to article 9 of the Act, the action for claims resulting under insurance contracts can be filed either pursuant to provisions on general competence or by the court competent for the place of residence or the seat of policy holder, the insured, beneficiary or the entitled person under the insurance contract.

In the event of compulsory insurances, article 20 section 1 of the Act on compulsory insurances, Insurance Guarantee Fund and the Polish Motor Insurers' Bureau stipulates that the action for claim under compulsory insurance contracts or covering claims from these insurances can be filed pursuant to provisions on general competence or by the court competent for the place of residence or the seat of policy holder, the insured, beneficiary or the entitled person under the insurance contract.

Protection of competition

Certain frameworks of fair competence on the financial market, including the insurance market, are laid down in the Act of 16 April 1993 on counteracting unfair competition (Journal of Laws No 153, item 1503 as amended).

Tax regulations concerning insurance companies

The basic core of the tax system in Poland is created by the following acts:

1. Act of 29 August 1997 Tax Ordinance (Journal of Laws of 2005, No. 8, item 60 as amended),
2. Act of 11 March 2004 on Value Added Tax (Journal of Laws No. 54, item 535, as amended),
3. Act of 15 February 1992 on corporate income tax (Journal of Laws No. 54, item 654, as amended),
4. Act of 26 July 1991 on of natural persons' income tax (Journal of Laws No. 14, item 176, as amended),
5. Act of 09.09.00 on tax on civil law transactions (Journal of Laws of 2005, No. 41, item 399),
6. Act of 12 January 1991 on local taxes and charges (Journal of Laws of 2002, No. 9, item 84, as amended).

Additionally, stamp duty is public duty of non-tax nature, paid with relation to administrative activities, such as e.g. entry of the insurance agent into the register of insurance intermediaries, being regulated in details by the Act on stamp duty.

Pursuant to art 3 of the Act on corporate income tax, taxpayers, having their seat or management board in the territory of the Republic of Poland, are subject to fiscal obligation from their total incomes, regardless of the location of their realization. Whereas taxpayers, not having their seat or management board in the territory of the Republic of Poland, are subject to fiscal obligation from incomes they realize in the territory of the Republic of Poland, i.e. so called limited fiscal obligation. Income is considered to be realized in the territory of the Republic of Poland when its source is the activity carried out in the territory of the Republic of Poland or the source of which are Polish residents. At the same time, the relevant provisions of the agreements on avoidance of double taxation should be taken into account, concluded by Poland with the remaining UE Member States.

The bodies competent for taxpayer, payer and collector are authorized to issue interpretations on fiscal obligations, legally binding for taxpayers, pursuant to article 14a of the Act Tax Ordinance. They provide written information on the scope of application of the tax law provisions in individual cases in which there are no pending tax proceedings or tax control or proceedings before administrative court, at the written request of taxpayer, payer and collector.

The competence of the tax body is determined on the basis of the provisions of the Act Tax Ordinance, provisions of the Ordinance of the Minister of Finance of 24 December 2002 on fiscal bodies competence (Journal of Laws No. 240, item 2069 as amended) and in the event of liabilities from value added tax – the provisions of the Act on Value Added Tax (article 3).

BRANCH I. GENERAL PROVISIONS

Article 805. § 1. By insurance contract, the insurer shall assume the obligation within the activities of its entity to provide certain benefits in the event of occurrence of accident provided for in the contract and the policy holder shall assume the obligation to pay premium.

§ 2. The insurer performance shall consist in particular in the payment:

- 1) in property insurance – the certain indemnity for damage caused as a result of accident provided for in the contract;
- 2) in life insurance – agreed sum of money, pension or other benefit in the event of accident occurrence in the life of the insured, provided for the contract.

§ 3. The provisions on pension of this Code shall not apply to pension under insurance contract.

§ 4. The provisions of articles 385¹ -385³ shall apply accordingly if the policy holder is natural person concluding contract directly related to business or professional activity he/she carries out.

Article 806. § 1. Insurance contract shall be null and void if the occurrence of the accident provided for in the contract shall be impossible.

§ 2. The covering by the insurance of a period preceding the contract conclusion shall be ineffective if at the time of its conclusion either party knew, or could have learned with the observance of due diligence, that the accident had occurred or that the possibility of its occurrence had disappeared in that period.

Article 807. § 1. The provisions of general terms and conditions or provisions of insurance contract contrary to the provisions of this Title shall be null and void unless further provisions provide for exceptions.

§ 2. (repealed).

Article 808. § 1. The policy holder may conclude the insurance contract in favour of third party. The insured need not to be specified by name in the contract unless it is necessary to determine the insurance subject.

§ 2. The insurer shall be entitled to claim premium payment only against the policy holder. The insurer may also make a plea against the insured if it influences the insurer's liability.

§ 3. The insured shall be authorised to request due benefit directly from the insurer unless the parties agreed otherwise, however such arrangement cannot be made if the accident had already occurred.

§ 4. The insured may demand from the insurer to provide information on provisions of the concluded contract and general terms and conditions of the insurance within the scope applicable to insured's rights and duties.

§ 5. If insurance contract shall not directly apply to business or professional activity of the insured natural person, articles 385¹ -385³ shall apply accordingly within the scope the contract applies to insured's rights and duties.

Article 809. § 1. The insurer is obliged to confirm the contract conclusion by insurance document.

§ 2. With the reservation of the exception stated in article 811, in the event of doubts the contract shall be deemed to be concluded as of service of the insurance document on policy holder.

Article 810. (repealed).

Article 811. § 1. If in answer to the presented offer the insurer serves on the policy holder the insurance document, the provisions of which diverge to the disadvantage of the policy holder from the wording of the offer made by him, the insurer shall be obliged to pay in writing the attention of the policy holder to that fact while serving on this document, providing him with at least a 7-day period to make objection. Failure to fulfil the obligation, changes made to the disadvantage of the policy holder shall be ineffective and the contract shall be concluded compliant with the offer terms and conditions.

§ 2. In the event of non-objection the contract shall be effective compliant with the content of the insurance document on the next day following the expiration of the term determined to make objection.

Article 812. § 1. (repealed).

(repealed).

§ 3. (repealed).

§ 4. If the insurance contract is concluded for the period longer than six months, the policy holder shall have the right to withdraw under the insurance contract, within 30 days, and in the event the policy holder is entrepreneur, within 7 days from the day of contract conclusion. Withdrawal from insurance contract shall not release the policy holder from the duty to pay premium for the period, during which the insurer provided insurance protection.

§ 5. If the contract is concluded for the definite period of time, insurer may terminate it only in the cases stipulated in the Act as well as due to important reasons provided for in the contract or in the general terms and conditions of the insurance.

(repealed).

§ 7. (repealed).

§ 8. The insurer shall be obliged to present the policy holder, in writing, with the difference between the contract content and the general terms and conditions of the insurance prior to contract conclusion. In the event of failure to meet that obligation, the insurer cannot refer to difference being disadvantage to the policy holder. The provision shall not apply to insurance contracts concluded during negotiations.

§ 9. The provisions of § 5 and 8 shall apply accordingly in the event of the change of the general terms and conditions of the insurance during contractual relationship existence. In such case this shall be without prejudice to the provision of article 384.

Article 813. § 1. Premium shall be calculated for the duration of the insurer's liability. In the event of expiry of the insurance relationship prior to the period for which the contract was concluded, the policy holder shall be entitled to premium reimbursement for the period of not used insurance protection.

§ 2. Unless otherwise agreed, the premium should be paid together with insurance contract conclusion, whereas if the contract became effective prior to service of insurance document - within fourteen days from its service.

Article 814. § 1. Unless otherwise agreed, the insurer's liability shall start from the next day after contract conclusion, however not earlier than from the next day after premium payment or its first instalment.

§ 2. If insurer is liable even prior to premium payment or its first instalment and the premium or its first instalment was not paid in due time, the insurer may terminate the contract with the immediate effect and may request the payment of the premium for the period for which he was liable. In the event of non-termination, the contract shall expire with the end of the period, for which the unpaid premium was due.

§ 3. In the event of payment of the premium in instalments, failure to pay the next premium instalment in due time may result in the termination of the insurer's liability only when such effect was provided for in the contract or in the general terms and conditions of the insurance and the insurer, after the term expired, called the policy holder to payment with the warning that failure to pay within 7 days from receiving the call shall result in liability termination.

Article 815. § 1. The policy holder shall be obliged to provide the insurer with all known to him circumstances, the insurer asked about in the offer form or prior to contract conclusion in other letters. If the policy holder concludes contract by representative, this obligation shall be incumbent on the representative and shall include circumstances known to him as well. In the event of conclusion of insurance contract by insurer despite the absence of answers to single questions, the omitted circumstances shall be deemed to be insignificant.

§ 2. If it is restricted in the insurance contract that during its duration changes of circumstances listed in the preceding paragraph should be reported, the policy holder shall be obliged to notify the insurer about these changes immediately after receiving information on them. This provision shall not apply to life insurance.

§ 2 . In the event of conclusion of insurance contract in favour of third party, obligations stipulated in the preceding paragraphs shall be incumbent on both the policy holder and the insured, unless the insured knew about contract conclusion in his favour.

§ 3. The insurer shall not be liable for the effects of circumstances, about which, with the breach of the preceding paragraphs, he had not been informed. If the breach of the preceding paragraphs occurred due to intended fault, in case of any doubts it shall be assumed that the accident provided for in the contract and its consequences shall be the effect of the circumstances referred to in the preceding sentence.

Article 816. In the event of the disclosure of circumstance which results in significant change of accident likelihood, each of the parties may request relevant change of the premium amount, from the moment when this circumstance occurred, however not earlier than from the begin of the current insurance period. In the event of reporting such request, the other party may within 14 days terminate the contract with the immediate effect. This provision shall not apply to life insurance.

Article 817. § 1. The insurer shall be obliged to provide benefit within thirty days, from the date of receiving the notification on accident.

§ 2. If in the term referred to above the explanation of circumstances necessary to determine the insurer's liability or the benefit amount shall appear to be impossible, the benefit should be provided within 14 days from the day on which, with a due diligence, the explanation of these circumstances was possible. However, the insurer should provide for the indisputable part of the benefit within the term referred to in § 1.

§ 3. The insurance contract and the general terms and conditions of the insurance may include provisions which are more favourable for the beneficiary than the ones stipulated in the preceding paragraphs.

Article 818. § 1. The insurance contract and the general terms and conditions of the insurance may provide for that the policy holder shall be obliged to notify the insurer on the accident in specified time.

§ 2. In the event of conclusion of insurance contract in favour of third party, the obligation stipulated in the preceding paragraph may be incumbent on both the policy holder and the insured, unless the insured knew about contract conclusion in his favour.

§ 3. In the event of breach due to intended fault or gross negligence of the obligations stipulated in the preceding paragraphs, the insurer may accordingly decrease the benefit if the breach contributed to greater damage or made it impossible for the insurer to determine the circumstances and consequences of the accident.

§ 4. The consequences of failure to notify the insurer on the accident shall not occur if the insurer in the term designated for notification received information on circumstances he required.

Article 819. § 1. Claims under insurance contract shall be barred after the period of three years.

§ 2. (repealed).

§ 3. In the event of third party liability insurance, the claim of the injured person to insurer for indemnity or remedy shall be barred after the period specified for such claim in the provisions on liability for damage being the result of tort or non-performance or undue performance of obligation.

§ 4. The period of prescription of claim for benefit from the insurer shall be stopped as well by reporting that claim to insurer or by reporting the event covered by insurance. Period of prescription shall be renewed from the day on which the person reporting claim or event received in writing the insurer's statement on award or refusal to award the benefit.

Article 820. The provisions of this title shall not apply to the maritime insurances and indirect insurances (reinsurance).

BRANCH II PROPERTY INSURANCE

Article 821. The subject of property insurance may be each property business which is not forbidden by law and can be evaluated in cash.

Article 822. § 1. By insurance contract on third party liability the insurer shall be obliged to pay, defined in the contract, indemnity for damage to third parties against whom the policy holder or the insured is liable for damage.

§ 2. Unless the parties agreed otherwise, the insurance contract on third party liability shall cover damage referred to in § 1, being the consequence of event provided for in the contract which occurred during insurance duration.

§ 3. The parties may agree that the contract will cover damage arose, disclosed or reported during insurance.

§ 4. The person entitled to indemnity for event covered in insurance contract on third party liability may enforce claim directly from the insurer.

§ 5. The insurer cannot file the objection against the person entitled to indemnity for breach of duties resulting from the contract or the general terms and conditions of insurance by the policy holder or insured if it occurred after accident.

Article 823. § 1. In the event of sale of insurance subject, the rights under insurance contract may be assigned to the purchaser of the insurance subject. Assignment of these rights shall require the insurer's consent unless the insurance contract or the general terms and conditions of insurance state otherwise.

§ 2. In the event of assignment of rights referred to in § 1, duties shall be assigned to the subject purchaser which were incumbent on the seller, unless the parties with the insurer's consent agreed otherwise. Despite duties assignment, the seller shall be jointly liable with the purchaser for premium payment for the period until the assignment of the insurance subject to purchaser.

§ 3. If rights referred to in § 1 were not assigned to insurance subject purchaser, the insurance relationship shall expire with the moment the assignment of the insurance subject to purchaser.

§ 4. Provisions of § 1-3 shall not apply to claim assignment which were created or can be created as a result of accident occurrence provided for in the contract.

Article 824. § 1. Unless it was agreed otherwise, the sum insured stipulated in the contract shall be the upper limit of the insurer's liability.

§ 2. If upon contract conclusion the value of the insured property decreased, the policy holder may require relevant decrease of the sum insured. The insurer may unilaterally decrease the sum insured due to the same reason, notifying the policy holder about that at the same time.

§ 3. The decrease of the sum insured shall result in relevant decrease of premium from the first day of the month onwards, in which the policy holder required the decrease of the sum insured or in which the insurer notified the policy holder about unilateral decrease of that sum.

Article 824. § 1. Unless otherwise agreed, the sum of money paid by the insurer from insurance cannot be higher than the damage suffered.

§ 2. If the same insurance subject at the same time is insured against the same risk by two or more insurers for the sums which together exceed the subject's insurance value, the policy holder cannot require benefit exceeding the damage value. Between insurers, each of them shall be liable in such relation, in which the sum insured accepted by him remains to the total sums resulting from double or multiple insurance.

§ 3. If in any of the insurance contracts referred to in § 2, it was agreed that the sum paid by the insurer from insurance can be higher than the damage suffered, the policy holder can require the payment of the benefit in the part exceeding the damage value only from that insurer. In such event in order to determine the liability between the insurers it should be assumed that in the insurance referred to in this paragraph, the sum insured is equal to the insurance value.

Article 825. (repealed).

Article 826. § 1. In the event of accident the policy holder shall be obliged to use all resources available to him to rescue the insurance subject or to prevent damage or to decrease its sizes.

§ 2. The insurance contract or the general terms and conditions of the insurance may stipulate that in the event of accident occurrence the policy holder shall be obliged to secure the possibility to enforce claims for damages against persons liable for the damage.

§ 3. If the policy holder intentionally or as result of gross negligence did not implement resources referred to in § 1, the insurer shall be hold harmless from damage resulted from that reason.

§ 4. The insurer shall be obliged, within the limits of the sum insured, to reimburse the costs resulting from the implementation of the resources referred to in § 1, if these resources were appropriate but ineffective. Insurance contract and the general terms and conditions of the insurance may include provisions which are more favourable for the policy holder.

§ 5. In the event of the insurance in favour of third party, the provisions of the preceding paragraphs shall be applicable to the insured as well.

Article 827. § 1. The insurer shall be hold harmless if the policy holder caused damage intentionally; in the event of gross negligence the indemnity shall not be payable unless insurance contract and the general terms and conditions of the insurance state otherwise or the indemnity payment is equivalent in given circumstances to adequacy reasons.

§ 2. In the third party liability insurance other rules of insurer's liability may be agreed than these referred to in § 1.

§ 3. Unless agreed otherwise, the insurer shall be hold harmless from damage caused intentionally by person, with whom the policy holder remains in conjugal home.

§ 4. In the event of the insurance conclusion in favour of third party, the rules stated in the preceding paragraphs shall be applicable to the insured accordingly.

Article 828. § 1. Unless agreed otherwise, as of the indemnity payment by the insurer the policy holder claim against third person liable for damage shall be transferred by virtue of law to the insurer up to the amount of indemnity paid. If the insurer satisfied only part of the damage, the policy holder shall be entitled to priority of satisfaction prior to insurer's claim as far as the remaining part is concerned.

§ 2. The policy holder claims against persons, with whom the policy holder remains in conjugal home, shall not be transferred to the insurer, unless the offender caused the damage intentionally.

§ 3. The rules resulting from the preceding paragraphs shall be applicable accordingly in the event of contract conclusion in favour of third party.

BRANCH III. PERSONAL INSURANCE

Article 829. §1. The personal insurance may in particularly apply to:

- 1) In life insurance – death of the insured or endowment of the insured.
- 2) In accident insurance – injury, health breakdown or death as a result of accident.

§ 2. In order to conclude life insurance contract or to change it, the consent of the insured shall be necessary including the amount of sum insured as well. The contract change made without the insured's consent can infringe neither his rights nor the right of the person entitled to receive the sum insured in case of the insured's death.

Article 830. §1. In personal insurance the policy holder may terminate the contract at any moment keeping the term stipulated in the contract or in the general terms and conditions of the insurance, and in the event of its absence - with the immediate effect.

§ 2. In the event of failure to submit different reservation the contract shall be deemed to be terminated by the policy holder if the premium or its instalment was not paid in term stipulated in the contract or in the general terms and conditions of the insurance despite call for payment in the additional term stipulated in the general terms and conditions of the insurance; the call should include, for the policy holder information, the consequences of premium non-payment.

§ 3. The insurer may terminate the life insurance contract only in the events provided for in the Act.

§ 4. The provisions of § 3 and article 812 § 8 shall apply accordingly in the event of the change of the general terms and conditions of the life insurance during contractual relationship existence. In such case this shall be without prejudice to the provision of article 384.

Article 831. § 1. The policy holder may designate one or more persons entitled to receive the sum insured in the event of the insured's death; he may as well conclude bearer insurance contract. The policy holder may change or revoke each of these reservations at any time.

§ 1 . In the event of insurance contract conclusion in favour of third party and in order to exercise the rights referred to in the preceding paragraph, a prior consent of the insured shall be required; contract or the general terms and conditions may stipulate that the insured can exercise these rights independently.

§ 2. If several people are designated as entitled to the sum insured and the share of each of them was not determined, their shares shall be equal.

§ 3. The sum insured payable to the entitled person shall not be part of the inheritance of the insured.

Article 832. § 1. Designation of the person entitled to receive the sum insured shall become ineffective if the person entitled died before the death of the insured or intentionally caused his death.

§ 2. If at the moment of the death of the insured there shall be no person entitled to receive the sum insured, the sum is payable to the insured's next of kin in the order stipulated in the general terms and conditions of the insurance, unless agreed otherwise.

Article 833. In life insurance, the suicide of the insured shall not release the insurer from the benefit duty, if the suicide occurred after two years from insurance contract conclusion. The contract or the general terms and conditions of the insurance may shorten this term, not less than to 6 months.

Article 834. If the accident occurred after three years of life insurance contract conclusion, the insurer cannot object that while concluding the contract false information, in particular a disease of the insured was concealed, was provided. Insurance contract and the general terms and conditions of the insurance may shorten this term.

Attachment 2: Act on insurance activity (articles 12 – 14)

Article 12. 1. Insurance company shall provide insurance protection on the basis of insurance contract concluded with the policy holder.

2. Insurance contract is of voluntary nature, subject to the provisions of the Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau.

3. The general insurance conditions of the insurance and insurance contracts should be formulated in an unambiguous and intelligible way.

4. The provisions ambiguously formulated shall be interpreted in favour of the policy holder, the insured, beneficiary or the person entitled under insurance contract.

Article 12a. The general terms and conditions shall in particular determine:

- 1) Insurance type and its subject;
- 2) Terms and conditions for change of the sum insured or guaranteed sum, if the general terms and conditions of insurance provide for such change;
- 3) rights and duties of each of the parties to the insurance contract;
- 4) Scope of the liability of the insurance company;
- 5) in property insurance – the method to determine the size of damage;
- 6) The method to determine compensation amount or other benefits, if the general terms and conditions of the insurance provide for exceptions from general rules;
- 7) Method to determine and pay insurance premium;
- 8) Method and way of premium indexation, if the general terms and conditions of the insurance provide for indexation;
- 9) Mode and terms and conditions to introduce changes in insurance contract concluded for the indefinite period of time;
- 10) Circumstances and time limits for contract termination by each of the parties, as well as circumstances and terms and conditions of the termination, if the general terms and conditions of the insurance provide for such possibility.

Article 13. 1. Within the scope of the insurance, referred to in branch I of Annex to the Act, insurance company shall be obliged to include in the insurance contract:

- 1) the definition of individual benefits;
- 2) the amount of premiums corresponding to individual basic and additional benefits;
- 3) rules for determination of benefits due under the contract, and in particular the way of calculating and granting bonuses, discounts and the share in the insured's profits, determining the technical rate, indicating the surrender value and the amount of the sum insured in the case of changing the insurance contract to a premiumless one, provided they are guaranteed, determining the costs and other charges levied by the insurance company at the payment of benefits;
- 4) the description of factors in the methods of calculating the technical provisions, which may have an influence on the change of the amount of benefit from insurance company;
- 5) the indication of provisions, which regulate the taxation of benefits from insurance company.

2. Within the scope of the insurance, referred to in branch I of Annex to the Act, before the parties express their consent to change the terms and conditions of the contract or change the governing law for the concluded insurance contract, insurance company shall be obliged to submit, in writing, to the policy holder and the insured information in this respect, including the determination of the influence of such changes on the value of benefits to which they are entitled by virtue of concluded contract.

3. Within the scope of the insurance, referred to in branch I of Annex to the Act, insurance company shall be obliged to inform, in writing, the policy holder and the insured, at least once a year, about the amount of benefits to which he/she is entitled by virtue of concluded insurance contract, and in particular on the surrender, if the benefit amount has changed during the insurance contract. In the event the policy holder, by virtue of insurance contract, is entitled to benefits determined on the basis of the sum insured expressed in a fixed amount, insurance company shall inform the policy holder about each change of the sum insured.

3a. Within the scope of the insurance, referred to in branch I of Annex to the Act, insurance company shall be obliged to inform, in writing, the policy holder, at least once a year, about the amount of bonus, if the insurance contract provides for profit sharing from the investment of technical provisions.

3b. In the event of insurance contract in favour of third parties, in particular group insurance, the policy holder shall be obliged to transfer to the insured the information referred to in sections 2-3a. The insurance contract shall determine the method of transfer of information referred to in sections 2-3a, whereas the information should be transferred to the insured:

- 1) Before the policy holder gives his consent to change the terms and conditions of the contract or the governing law for the insurance contract – in the case of information referred to in section 2;
- 2) Immediately after transfer of information to the policy holder by the insurance company - in the case of information referred to in sections 3 and 3a.

3c. In the event of group insurance contracts, referred to in branch I of Annex to the Act, insurance company shall be obliged to submit, at the insured request, the information referred to in sections 2-3a.

3d. Failure to provide the insured, pursuant to section 3c, with required information, the change of the terms and conditions of the contract or the governing law for the insurance contract, the amount of benefits to which he/she is entitled by virtue of concluded insurance contract, and in particular on the surrender, the sum insured expressed in a fixed amount and bonus value shall be effective for the insured only in the part being to the advantage to the insured.

3e. Failure to provide the insured with the information referred to in sections 2-3a, pursuant to section 3b the insurer shall be liable towards the insured on the general terms.

4. Within the scope of the life insurances, if connected with any insurance capital fund, referred to in branch I class 3 of Annex to the Act, insurance company shall be obliged to specify or to include in insurance contract:

- 1) the list of insurance capital funds offered,
- 2) the rules for the determination of benefits and value of insurance surrender, including also the rules for the amortisation of insurance capital fund units and the time limits for their exchange for cash, and payment of benefit;
- 3) the regulations of investing the resources of insurance capital fund, which include in particular the profile of assets being part of such fund, the criteria of assets selection and the principles for their diversification and other investment restrictions;
- 4) the rules and time limits for the insurance capital fund units' valuation;
- 5) the rules for the determination of the amount of costs and all other charges deducted from insurance premiums or from insurance capital fund;

6) rules for the allocation of insurance premiums into insurance capital fund units, in particular in the scope set forth in points 4 and 5, and the time limits of premiums exchange for such fund units.

5. Within the scope of insurance contracts from branch I class 3 of Annex to the Act, insurance company shall be obliged to:

- 1) make a valuation of insurance capital fund units at least once a month;
- 2) publish in a nationwide daily newspaper, the value of such insurance capital fund units, calculated in the month preceding the month in which the publication is made.
- 3) draw up and publish annual and semi-annual insurance capital fund reports.

6. The minister competent for financial institutions shall lay down, by way of ordinance, the scope of the reports, referred to in section 5 point 3, and also the form, way of preparing and time limits and manner of these reports' publication, respecting the necessity to inform properly and fully the policy holder, the insured, beneficiaries or persons entitled under insurance contracts, about insurance capital fund.

Article 13a. Insurance company, prior to concluding insurance contract, is obliged to provide the policy holder, being natural person, information on:

- 1) Governing law for the contract if the parties do not enjoy the freedom to select law;
- 2) Governing law, proposed by the insurance company if the parties enjoy the freedom to select law;
- 3) Method and mode of handling complaints filed by policy holder or entitled person under insurance contract, as well as the body competent for their settlement.

Article 14. 1. In the event of the insurance, referred to in branch II class 17 of Annex to the Act, insurance contract cannot additionally include other insurance classes, unless that insurances have been included in a separate part of the policy and a separate insurance premium has been fixed for them

2. Within the insurance, referred to in section 1, the insured shall have the right to freely appoint barrister or legal adviser, within the scope of defence, representation or support of his/her interests in judicial or administrative proceedings.

3. Insurance company carrying out the activity in the field of the insurance, referred to in branch II class 17 of Annex to the Act, shall be obliged to ensure that no employee of insurance company, dealing with the servicing of claims under insurance contract, performs a similar activity in this respect:

- 1) within the scope of another insurance class, dealt with by the same insurance company;
- 2) in another insurance company, being a parent company or a subsidiary of this insurance company, carrying out insurance activity in branch II of Annex to the Act.

Attachment No 3

Compulsory insurances in the Polish law (legal basis in parenthesis)

1. third party liability insurance for motor vehicle owners for damage being the result of the motion of these vehicles (article 4 section 1 of the Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau)
2. Farmer third party liability insurance for possession of agricultural farm(article 4 section 2 of the Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau)
3. insurance of buildings being part of farm, against fire and other acts of God (article 4 section 3 of the Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau)
4. Legal adviser third party liability insurance (article 22 section 1 of the Act of 6 July 1982 on legal advisers, Journal of Laws of 2002, No. 123, item 1059 as amended).
5. Barrister third party liability insurance (article 8a section 1 of the Act of 26 May 1982 Law on Bar, Journal of Laws of 2002, No. 123, item 1058 as amended)
6. Notary third party liability insurance (article 19a of the Act of 14 February 1991 - Law on Notary Public's, Journal of Laws of 2002, No. 42, item 369 as amended)
7. Third party liability insurance of entities entitled to audit financial statements, for damage which may arise as a result of the business carried out (article 12 section 3 of the Act of 13 October 1994 on certified auditors and their self-government, Journal of Laws of 2001, No. 31, item 359 as amended).
8. Third party liability insurance of entities accepting orders for medical services, for damage caused while providing these services (article 35 section 6 of the Act of 30 August 1991 on medical institutions, Journal of Laws, No. 91, item 408)
9. Third party liability insurance of entities entitled to provide services within keeping accounting books and performing activities of tax consultancy, for damage caused while providing these services (article 80a of the Act of 29 September 1994 on accounting, Journal of Laws of 2002, No. 76, item 691 as amended)
10. tax consultants third party liability insurance (article 44 section 1 of the Act of 5 July 1996 on tax consulting, Journal of Laws of 2002, No. 9, item 86 as amended).
11. Property appraisers third party liability with respect to damage resulting from operations regarding valuation and pricing of real estates (article 175 section 4 of the Act of 21 August 1997 on Real Estate Administration , Journal of Laws of 2004, No. 261, item 2603 as amended).
12. Intermediary in real estate trading third party liability with respect to damage resulting from intermediaries operations (Article 181 section 3 of the Act on Real Estate Administration)

13. Real estate administrator third party liability with respect to damage resulting from administration operations (Article 186 section 3 of the Act on Real Estate Administration)
14. mass events promoters third party liability insurance with respect to damages caused to participants of those events where participation is payable (article 20 section 1 of the Act of 22 August 1997 on mass events security, Journal of Laws of 2005, No. 108, item 909)
15. Third party liability insurance of tourism promoter for the benefit of their client (article 5 section 1 point 2 letter b of the Act on Travel Services of 29 August 1997, Journal of Laws of 2004, No 223, Item 2268, as amended);
16. Third party liability insurance of executive officers with respect to damage resulting from execution operations (article 24 of Act of 29 August 1997 on Court Executive Officers and Execution, Journal of Laws No 133, Item 882, as amended);
17. Third party liability insurance of entity exploiting nuclear object with respect to nuclear damage (article 103 section 1 of Act of 29 November 2000 – Atomic Law, Journal of Laws of 2004, No 161, Item 1689, as amended);
18. Third party liability insurance of persons performing independent technical duties in construction with respect to damage resulting from performing those duties (article 6 section 2 of Act of 15 December 2000 on Professional Self-Government of Architects, Construction and Urban Engineers, Journal of Laws of 2001, No 5, Item 42, as amended);
 19. Third party liability insurance of patent agents with respect to damage resulting from providing assistance within industrial property issues (article 16 section 1 of Act of 11 April 2001 on Patent Agents, Journal of Laws, No 49, Item 509, as amended);
20. Third party liability insurance of entrepreneur performing business activity within detectives' services (article 24 section 1 Act of 6 July 2001 on Detectives' Services, Journal of Laws of 2002, No 12, Item 110, as amended);
21. Third party liability insurance of sea carrier with respect to damage or injuries caused to passengers or their property (article 182 par. 1 and 2 of Act of 18 September 2001 – Maritime Code, Journal of Laws No 138, Item 1545, as amended);
22. Third party liability insurance of qualified entity providing services of certification and issuing qualified certificates with respect to damage caused to recipients of those services (article 10 section 1 point 4 of Act of 18 September 2001 on Electronic Signature, Journal of Laws No 130, Item 1450, as amended);
 23. Third party liability insurance of aircrafts holders, carriers and other entrepreneurs performing aviation business (article 209 of Act of 3 July 2002 – Aviation Law, Journal of Laws No 130, Item 112, as amended);
24. Third party liability insurance of foreign lawyers providing legal assistance within the Republic of Poland (article 11 of Act of 5 July 2002 on Provision of Legal Assistance within the Republic of Poland by Foreign Lawyers, Journal of Laws No, 126, Item 1069 as amended);
25. Third party liability insurance of insurance agents acting on behalf of more than one insurance company within the same branch of insurance (article 11 section 3 of Act of 22 May 2003 on Insurance Mediation, Journal of Laws 124, Item 1154, as amended);

26. Third party liability insurance of sponsor and researcher with respect to damage related to clinic research (article 37b item. 2 point 6 of the Act of 6 September 2001 – Pharmaceutical Law, Journal of Laws of 2004, No 53, Item 533, as amended);
27. Third party liability insurance with respect to damage caused for non-performance or inadequate performance of liabilities for activity of provision of touristic services including hunting by foreigners within the Republic of Poland or hunting abroad (article 18 section 3 point 1 of Act of 13 October 1995 – Hunting Law, Journal of Laws of 2005, No 127, Item 1066);
28. Third party liability insurance of owner of ship with respect to damage caused by oil pollution (article VII of International Convention of 1992 on civil liability for damage caused by oil pollution 1992, Journal of Laws, No 136, Item 1527)