



INFORMATION FROM THE PERSONAL DATA CONTROLLER FOR A CLIENT MOTOR INSURANCE



WARTA cares about security of your data so please read the information clauses regarding its processing.

	FOR THE INSURING PARTY	FOR THE INSURED
ADMINISTRATOR AND CONTACT DATA	The controller of your personal data is Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" S.A. based in Warsaw, Rondo I. Daszyńskiego 1, 00-843 Warszawa ("WARTA"). You may contact the data controller by sending written correspondence to the address of the company's registered office or as provided at www.warta.pl .	
SCOPE AND SOURCE OF DATA		WARTA obtained your personal data from an Insuring Party in connection with their application for drafting an insurance offer or in connection with insurance agreement conclusion.
PURPOSE, LEGAL BASIS AND PERIOD OF DATA PROCESSING	<p>Your personal data will be processed by WARTA for the purpose of:</p> <ol style="list-style-type: none"> 1) insurance risk assessment, insurance premium calculation, handling and performance of the insurance agreement in line with provisions concerning insurance and re-insurance activity until the expiry of limitation periods for claims. To this end, WARTA employs processes based on automated decision-making, including profiling, which involve assessment of your data processed by an IT system (without human intervention) and classifying you in a specific group, on the basis of which the amount of an insurance premium is calculated. The basis for profiling is data included in the insurance agreement application, data collected on the basis of other insurance agreements concluded by you with WARTA, where you were listed as the Insured, Insuring Party or the Vehicle User, data on the loss ratio, as well as data collected in the Central Register of Vehicles. Such processing leads to taking a decision automatically, in relation to the premium amount or other insurance agreement terms and conditions. You have the right to challenge such a decision, express your own position or request a decision made by an employee; 2) for the purposes of crime prevention and detection - in line with provisions regarding insurance and re-insurance activity for 5 years; and for entrepreneurs - for 10 years after insurance agreement conclusion; 3) for the purposes of risk re-insurance – on the grounds of legitimate interests pursued by WARTA, i.e. to reduce the insurance risk associated with the agreement until the expiry of the limitation periods for insurance agreement handling and performance; 4) for the purposes of debt collection, claim enforcement and defence of WARTA's rights in proceedings before courts and state authorities – on the basis of WARTA's legitimate interest, i.e. the possibility of asserting claims or defending against claims, until the expiry of the limitation periods for claims to which WARTA is entitled or the expiry of the statute of limitations for an act committed to WARTA's detriment; 5) for the purposes of marketing WARTA's products or services, including profiling, in order to determine preferences or needs in the scope of insurance and financial products and to present a customised offer, on the basis of WARTA's legitimate interest, i.e. promoting WARTA's products or services, until you object to personal data processing for this purpose; 6) for the purposes of pursuing recourse claims by WARTA (if WARTA has paid compensation for damage caused by a third party) – in line with applicable provisions of the Polish Civil Code, throughout the limitation period of claims to which you are entitled against a third party liable for the damage; 7) for the purposes of adjustment of loss (if submitted), including claim handling, issuing an insurance decision and payment of compensation or another benefit – in line with applicable provisions concerning insurance and re-insurance activity and provisions of the Polish Civil Code, until WARTA issues a decision on the basis of paying compensation or another benefit, and also for the purpose of handling a complaint (if submitted) – in line with applicable provisions on handling of complaints, and after the expiry of that time for archiving purposes in the case another loss is reported or additional claims are filed – in line with legitimate interests pursued by WARTA, i.e. defence against claims, for the period of limitation of claims to which you are entitled. 8) for the purposes of establishing technical and insurance reserves to ensure solvency and technical and insurance reserves for accounting purposes, including for statistical purposes, on the basis applicable provisions concerning insurance and re-insurance activity, for the duration of the agreement, for the loss adjustment period in the event of a claim or another claim and for the duration of possible legal proceedings related to the claim asserted by you; 9) for the purposes of accounting - in line with applicable accounting regulations, for the period specified in these regulations, extended by the period of asserting claims; 10) for the purposes of assessing satisfaction with WARTA's services – in line with legitimate interests pursued by WARTA, i.e. controlling the progress and improvement of standards of services provided on the basis of opinions collected by WARTA, throughout the insurance agreement period and during the period following the examination of claims for compensation or benefits submitted to WARTA; 11) for the purposes of processing applications, claims and complaints other than those related with loss settlement – in line with provisions concerning complaint handling procedures, and after processing them, for the purposes of archiving, in line with legitimate interests pursued by WARTA, i.e. verification of correct performance of these procedures. 	
YOUR RIGHTS	<p>You have a right to:</p> <ol style="list-style-type: none"> 1) access your data, i.e. obtain confirmation from WARTA whether your personal data is processed; obtain data copies and information about it, e.g. concerning the purpose of processing, categories of data, categories of data recipients, planned retention period and a source of their acquisition by WARTA; 2) rectify your data, i.e. correct or supplement inaccurate or incomplete personal data; 3) remove your data – in the cases specified in Art 17 of the General Data Protection Regulation, in particular, if the personal data is no longer necessary for the purposes for which it was collected or if an effective objection has been filed against processing of your personal data (unless this interferes with the performance of the agreement or WARTA's obligations under the provisions of law); 4) restrict the scope of data processing, i.e. discontinue its processing, in particular if you question correctness of your personal data or object to its processing - for a period allowing WARTA to verify legitimacy of such a request; 5) transfer your data, i.e. to obtain from WARTA, in a structured, commonly used and machine-readable format, your personal data which you have provided to WARTA and which WARTA processes on the basis of your consent or on the basis of an agreement concluded with you. Furthermore, you have the right to ask WARTA to send your personal data to another data administrator, if it is technically possible; 6) to object, on grounds relating to your particular situation, to processing your personal data on the basis of legitimate interests pursued by WARTA, including profiling on this basis, and to object to processing your personal data for the purposes of direct marketing by WARTA; despite the objection, WARTA is entitled to continue to process personal data if it demonstrates the existence of compelling legitimate grounds for such processing which override the interests, rights and freedoms of the data subject, or grounds for establishment, exercise or defence of claims. You have the right to object to WARTA's processing your personal data for direct marketing purposes at any time. 7) lodge a complaint with a supervisory authority (President of the Data Protection Office) regarding your personal data. <p>If you have granted your consent to the processing of your personal data, you have the right to withdraw it at any time. The withdrawal of your consent does not affect lawfulness of the processing carried out on the grounds of the consent before its withdrawal.</p> <p>You have the right to request intervention of an employee on the part of WARTA in the case of a decision based on automated processing, to express your own position and to challenge that decision by contacting WARTA through its agent, helpline or e-mail to: IOD@warta.pl.</p>	
DATA PROTECTION OFFICER CONTACT DATA	If you wish to withdraw your consent or exercise your rights, please contact the Data Protection Officer (DPO) or your agent. The DPO can be contacted by e-mail at: IOD@warta.pl or by a traditional letter to the address of WARTA's registered office specified above. The DPO's contact details are available at: www.warta.pl in the "Contact" tab. An insurance agent can be contacted in person or by phone.	
DATA RECIPIENTS	Recipients of your personal data may include: other insurance companies or other re-insurance companies, the Polish Financial Supervision Authority, Insurance Guarantee Fund, economic information offices and credit information offices - if you have given your consent in this regard, state administration authorities, unless they request access in connection with ongoing proceedings and the obligation to provide access to data results from the provisions of law, providers of assistance services covered by insurance.	The following parties may be the recipients of your personal data: other insurance companies or other reinsurance companies, the Polish Financial Supervision Authority, the Polish Insurance Guarantee Fund, the Polish Central Register of Vehicles and Drivers (CEPIK), government administration bodies, unless they require the data in connection with an open case and the obligation to provide them arises from the provisions of law, providers of assistance services covered by insurance.
	In addition, your data may be transferred to entities processing personal data on behalf of WARTA, such as IT service providers based in Poland or in the EEA, providers of documentation archiving services, entities involved in claim settlement, debt collectors, law firms providing legal support, property or medical appraisers, marketing agencies or insurance agents handling the insurance agreement – where such entities process data on the basis of an agreement concluded with WARTA and only in accordance with its instructions.	
OTHER DATA COLLECTION SOURCES	WARTA collects data from external entities, i.e. business information offices and credit information offices, to the extent necessary to assess the insurance risk, if consent has been given in this respect; other insurance companies - in the scope of reported events; in the case of entrepreneurs – from the National Official Business Register (REGON) kept by the Statistics Poland in the scope of data disclosed therein in order to verify their correctness, and from other entities – to the extent necessary to assess the risk, perform an agreement or assess a submitted claim.	WARTA collects data from external entities, i.e.: from the Insurance Guarantee Fund with regard to the loss ratio and verification of entity's data; the Polish Central Register of Vehicles – in the scope of vehicle data, identification data and contact details of vehicle owners; the Polish Central Register of Drivers – in the scope of rights to drive vehicles and violations of traffic regulations, other insurance companies – with regard to reported events; medical facilities – with regard to information on health condition, if consent has been given; assistance service providers – with regard to the course and results of services provided; in the case of entrepreneurs – from the National Official Business Register (REGON) kept by the Statistics Poland - in order to verify correctness of data disclosed therein, and from other entities – to the extent necessary to assess the risk, perform an agreement or assess a submitted claim.
DATA SUBMISSION OBLIGATION	Data submission is necessary to conclude an agreement and may also result from applicable provisions of the law - failure to submit the data may make it impossible to conclude an insurance agreement. Providing data for marketing purposes is voluntary.	