

MANDATORY THIRD PARTY CIVIL LIABILITY INSURANCE FOR HOLDERS OF MOTOR VEHICLES

Insurance Product Information Document

Company: SOGESSUR S.A., a joint stock insurance company incorporated and operating under the laws of France, registered in France under company number 379 846 637 R.C.S. Nanterre, operating in Poland through its Branch SOGESSUR S.A. Branch in Poland, having its principal office in Wrocław

Product: MANDATORY THIRD PARTY CIVIL LIABILITY INSURANCE FOR HOLDERS OF MOTOR VEHICLES

Full information provided before the conclusion of the Insurance Agreement and contractual information about the insurance product are provided in the insurance application and in the Act on mandatory insurance of May 22, 2003, the insurance Guarantee Fund and Polish Motor Insurer's Bureau.

What is this type of insurance?

Individual mandatory third-party civil liability insurance for holders of motor vehicles in relation to driving these vehicles (Section II, group 10 of the Annex to the Act on insurance and reinsurance) concluded with ALD Automotive Polska Sp. z o.o. based in Warsaw, in accordance with the General Agreement.



What is insured?

- ✓ The subject of the Insurance agreement is civil liability of the Owner or the Driver of the motor vehicle for damages caused to third persons occurring in relation to driving the Vehicle.
- ✓ The scope of insurance covers damages caused in relation to driving the Vehicle the consequence of which is death, injury, health disorder or loss, destruction or damage to property.
- ✓ The Insurance agreement covers also damages occurring during and in relation to getting in or out the motor vehicle, direct loading or unloading of the motor vehicle; stopping or parking the motor vehicle.
- ✓ For damages occurring in countries being mentioned in the section: „Where am I covered?” the scope of insurance is covered in accordance to the law of the country where the incident took place, or defined with provisions of the Polish law, depending which scope is wider.
- ✓ Sum insured amounts in case of damage to a person: 5.210.000 EUR in respect of one insurance incident, consequences of which are covered by insurance regardless of the number of claimants, and in the case of damage to property: 1.050.000 EUR in respect of a single event, the consequences of which are covered regardless of the number of claimants.



What is not insured?

- The Insurer shall be entitled to claim from the driver of the motor vehicle the reimbursement of paid compensation from third-party civil liability insurance for holders of motor vehicles, if the driver:
- ✗ caused damage internationally, in a state after using alcohol or being intoxicated or if the driver was under the influence of narcotic drugs, psychotropic substances or substitutes within the meaning of the provisions on counteracting drug addiction;
 - ✗ came into possession of the vehicle as a result of committing a crime;
 - ✗ did not have the required driving license, except for the purpose of saving human life or property, or pursuit of a person commenced immediately after the person committed a crime;
 - ✗ escaped from the place of the incident.



Are there any restrictions on cover?

The Insurance agreement does not cover damages:

- ! involving damage, destruction or loss of property caused by the driver to the owner of the motor vehicle; it shall also apply to situations when the motor vehicle owner to whom damage was made, is the owner or co-owner of the motor vehicle to which damage was made;
- ! occurring in cargo, shipments or luggage transported for a fee, unless liability for damage is borne by the owner of another motor vehicle than the vehicle transporting these items;
- ! involving loss of cash, jewellery, securities, documents or numismatic, philatelic or similar collections;
- ! involving pollution or contamination of the environment.



Where am I covered?

Insurance cover is granted for insurance events arising:

- ✓ on territory of the Republic of Poland;
- ✓ on the territories of countries which national bureau are signatory of the Multilateral Agreement in the meaning of the MTPL Act i.e. on the territories of Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, the Netherlands, Northern Ireland, Iceland, Lithuania, Latvia, Luxembourg, Malta, Germany, Norway, Portugal, Romania, Serbia, Switzerland, Sweden, Slovakia, Slovenia, Hungary, United Kingdom, Italy.



What are my obligations?

The Insured person is obliged to:

- provide, at the Insurer's request, a certificate of positive result of the technical inspection of the vehicle;
- before conclusion of the insurance contract: to provide the Insurer with the required information truthfully;
- during the period of the insurance agreement: to pay insurance premium;
- in case of the insurance event:
 - a) to undertake appropriate measures to ensure traffic safety at the place of the accident;
 - b) to take action to reduce damage enlargement, prevent from damage or reduce its size;
 - c) to allow establishing any circumstances of the accident or scope of damage in proceedings conducted by the Insurer.



When and how do I pay?

Premium is paid by the Policyholder on a monthly basis.



When does the cover start and end?

The Insurance Agreement is concluded for a period of 12 months. If the car owner does not notify the Insurer in writing of its termination no later than one day before the expiry of the 12-month period, the Insurance Agreement will be concluded for the next 12 months.

The Insurer's liability starts on the date indicated in the insurance application.

The Insurer's liability ends:

- with the expiry of the term specified in the Insurance agreement;
- on the day of deregistration of the Vehicle;
- upon documenting permanent and complete loss of the ownership of the motor vehicle under circumstances not causing any change of the owner taking art. 79 sec. 1 item 5 of the Act Traffic Law into account;
- after 3 months from the date of bankruptcy of the Insurer;
- upon registering the motor vehicle abroad;
- on the day of the withdrawal from Insurance Agreement in accordance with the procedure set out in art. 40 of the Act of Consumer Rights of May 30, 2014;
- on the day when the certificate referred to in art. 79 sec. 1 item 1 or 6 of the Act Traffic Law or an equivalent document is issued in another country;
- on the day of termination of the Insurance Agreement;
- upon termination of the automatically renewed Insurance Agreement, if car owner had at that moment other valid Insurance Agreement with another Insurer.



How do I cancel the contract?

Policyholder can cancel the contract only by:

- withdrawal from the Insurance Agreement concluded before the day of registration, if within 30 days from the date of entering into the agreement, at the latest, the vehicle has not been registered;
- termination of the Agreement by car holder, for which the ownership right of the Vehicle has been passed or was transferred; termination of the Agreement by car owner in case of conclusion of agreement by a car holder who is not an owner of that vehicle, when car holder has transferred ownership of this vehicle to the owner (in case of i.e. sale, donation);
- termination of the Agreement in the event of its conclusion in the automatic renewal mode at any time during the Insurance Period, under the condition, that new Insurance Agreement was concluded with another Insurer.

Withdrawal or termination of the Insurance Agreement must be made to the Insurer in writing.