

## Green Card Insurance for Motor Vehicle Owners

Civil liability insurance for motor vehicle owners for the needs of international traffic

Information on section units of the General Insurance Conditions containing key provisions

Type of information	Number of a section unit
1. The conditions for the payment of indemnity and other benefits or the surrender value of the insurance	Art. 2 ust. 1-2, Art. 4
2. Limitations and exclusions of the insurance company's liability entitling it to refuse to pay indemnity and other benefits or to reduce them.	Art. 2 ust. 5, Art. 6

### General conditions of insurance WAP 21012014

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#### Article 1. General provisions

1. The present "General conditions of civil liability insurance for motor vehicle owners, for damage that occurs on the territory of member states of the Green Card System, caused by the use of these vehicles", hereinafter called "Conditions of Insurance" apply to insurance contracts concluded by Euro Insurances Designated Activity Company ("Ayvens Insurance"), with motor vehicles owners ("Policyholders") in order to insure the civil liability of the owners of motor vehicles and persons driving the motor vehicles (Hereafter referred to as the "Insured").
2. In these Conditions of Insurance, motor vehicles are vehicles as defined in Article 2 section 10 of the Act on Obligatory Insurance, Insurance Guarantee Fund and the Polish Motor Insurers' Bureau registered in the Republic of Poland.
3. Additional regulations or provisions that differ to these Conditions of Insurance might be added to an insurance contract in consultation with the Policyholder unless it would be contrary to the provisions of law. Such regulations must be added in a written form otherwise they are null and void.

## **Article 2. Subject and range of the insurance**

1. Insurance protection covers the civil liability of the owner of the motor vehicle or a person driving the motor vehicle for damage caused to third parties, as part of the use of this vehicle outside the Republic of Poland, within the territory of states that are members of the Green Card System, indicated in the insurance document, excluding states whose national offices are signatories of the Multilateral Agreement.
2. Insurance protection covers the civil liability of the owner of the motor vehicle or a person driving the motor vehicle for damage caused to third parties as part of the use of this vehicle, for which they bear responsibility, according to the law of the state within the territory of which the accident covered by the insurance protection took place, subject to section 3.
3. If the injured person and the owner of the insured motor vehicle or the person driving the insured motor vehicle are citizens of the Republic of Poland ("RP") and they reside there permanently, and the claim is raised in the RP, the insurance protection covers the responsibility of the owner or driver of the motor vehicle for damage caused to third persons as part of the use of this vehicle, for which they bear responsibility under Polish law, provided that the law of the state where the accident took place stipulates such competence.
4. If the law of the state where the accident took place does not stipulate otherwise, if damage is caused by a combination of vehicles (e.g. a vehicle towing a trailer), the civil liability insurance of the owner of the towing vehicle covers damage caused by the trailer which is connected with the motor vehicle or becomes detached from the vehicle while still moving. The above rule also applies in cases where motor vehicles are towed by other motor vehicles.
5. Compensation for damage is established and paid within the limits of the civil liability of the owner or driver of the motor vehicle, determined by the appropriate law, established according to section 2 and section 3 of Article 2 subject to:
  - 1) the conditions, guarantee amount and limits specified in the state where the accident took place or by the law of the Republic of Poland, depending on which law is applied, or
  - 2) the conditions and guarantee amount specified in the insurance contract, while – if the guarantee amount provided for by the law of the state where the accident took place is lower than the guarantee amount established in the insurance contract, or conditions provided for by the law of the state where the accident took place have a smaller range than the conditions determined by the insurance contract, Ayvens Insurance pays out compensation within the scope of the conditions and guarantee amount specified in the insurance contract.

## **Article 3. Concluding an insurance contract**

1. An insurance contract is concluded on the basis of a written application of a Policyholder. The contract is concluded provided that the motor vehicle has been insured at Ayvens Insurance with respect to compulsory Motor TPL insurance of the motor vehicle owner, (hereinafter called "Civil Liability Insurance Contract").
2. An insurance contract is concluded for the period indicated by the Policyholder, covered by the period of protection under the Civil Liability Insurance Contract,

specified in the insurance document; however, the insurance period cannot be shorter than 15 days or longer than 12 months.

3. Ayvens Insurance confirms the conclusion of an insurance contract with a policy or other insurance document, and issues an International Car Insurance Card (hereinafter called "Green Card").
4. The insurance contract is concluded at the moment of delivery of the insurance document to the Policyholder by Ayvens Insurance.
5. In the case of loss or destruction of the insurance documents mentioned in section 3, at the written application of the vehicle owner or a person authorised by him/her, Ayvens Insurance will issue a new insurance document.

#### **Article 4. Commencement and termination of Ayvens Insurance's responsibility**

1. If no other agreements have been made, Ayvens Insurance's responsibility begins the day after the insurance contract has been concluded, but not before the day following the payment of the insurance premium, and not before the moment of crossing the border of the first state in which the Green Card is valid.
2. Ayvens Insurance's responsibility terminates as a consequence of dissolving the insurance contract.
3. The insurance contract terminates:
  - 1) in the event of its expiration, or
  - 2) upon delivery to the Policyholder of Ayvens Insurance's notice of termination of the insurance contract with immediate effect, if Ayvens Insurance is liable even prior to the payment of the premium or its first installment, and the premium or its first installment has not been paid within the time limit,
  - 3) within 7 days of delivery to the Policyholder of a request for payment of the next installment of the premium, if (i) the Policyholder is in arrears with paying such installment, and (ii) has been warned that failure to pay such premium installment within 7 days will result in the termination of the insurance contract, and the Policyholder does not pay such installment,
  - 4) in the event of a transfer of the ownership of the vehicle, if the insurance contract was not transferred to the acquirer of the vehicle,
  - 5) if the insurance contract is rescinded,
  - 6) in the event of a total loss of the vehicle, in particular as a consequence of (i) theft or (ii) total destruction of the vehicle as a result of an accident or due to natural forces,
  - (7) in the event of the cancellation of the motor vehicle's registration.
4. Following dissolution of a contract, the owner of the motor vehicle is not allowed to use the Green Card or sell it to a buyer of the vehicle.
5. If the insurance contract has been concluded for a period longer than 6 months, the Policyholder is allowed to rescind the insurance contract within 30 days of concluding it, or – if he/she is a business entity – within 7 days. Rescission of the contract does not release the Policyholder from the obligation to pay the insurance premium for the period of insurance protection secured by Ayvens Insurances.
6. If the insurance coverage expires before the lapse of the period for which the insurance contract was concluded, the Policyholder will be entitled to the

reimbursement of the insurance premium for the period of the unused insurance coverage.

7. If the coverage expires, the Policyholder is obliged to provide to the Ayvens Insurances the complete Green Card (the original and a copy).

#### **Article 5. Insurance premium**

1. The insurance premium is established on the basis of the premiums tariff, valid on the day of concluding the insurance, depending on the type of vehicle and the period of insurance protection for which the Policyholder is applying.
2. The insurance premium is paid once while concluding the insurance contract, unless another method and date of paying the premium has been determined in the insurance contract.
3. The amount of the insurance premium is specified in the insurance document.

#### **Article 6. Guarantee amount**

1. The guarantee amount determined in the insurance contract cannot be lower than the equivalent in zlotys, established according to the average exchange rate of the foreign currency published by the NBP valid on the day damage is caused, of the following:
  - in the case of injury to a person – EUR 8 000 000
  - in the case of damage to property – EUR 1 300 000

#### **Article 7. Obligations of the Insured, owner or person driving a motor vehicle**

1. A person driving a vehicle outside the borders of the Republic of Poland has an obligation to keep the insurance documents listed in Article 3 section 3 and present them at each demand of the appropriate authorities. Ayvens Insurances is not responsible for failure to fulfill this obligation.
2. In the case of an accident, the Policyholder and the Insured, are obliged to:
  - 1) take all available measures to ensure the safety of traffic at the place of the accident, to moderate the consequences of the accident, to ensure medical assistance for any injured persons and as far as possible, protect their belongings,
  - 2) take all available measures to prevent any increase of damage,
  - 3) immediately inform the police of the accident, if it involves casualties or if the accident has occurred in circumstances which suggest that an offence/crime was committed,
  - 4) offer the other people involved in the accident information necessary for identification purposes, and provide them with data, concerning the concluded insurance contract,
  - 5) in the case of collision with other vehicles, establish, if possible, the name of the insurance company with which the owner of that vehicle concluded a civil liability insurance contract.
3. The motor vehicle owner is obliged to inform Ayvens Insurances in writing of the transfer of the ownership title to the vehicle within 14 days of the date of the transfer of this title, and provide the personal data of the owner to which the ownership title to the vehicle was transferred, including their name and surname, address and PESEL number (if any), registered office and REGON number.

4. The Policyholder, owner or driver of the motor vehicle should inform the appointed claim handler in writing about an accident that has taken place, provide necessary explanations, pass on information held and present evidence held concerning the accident and the damage within 7 days of the date of the occurrence of the accident.
5. Gratification or admission of liability for a claim of an injured person by the Policyholder or the Insured without Ayvens Insurance's prior approval has no legal effects towards Ayvens Insurance.
6. If an injured person has presented a claim for damages against the Policyholder, owner or driver of the motor vehicle, the Policyholder, owner or driver of the motor vehicle are obliged to inform Ayvens Insurance about it immediately.
7. If the law of the state where the accident takes place does not provide otherwise, LPINS does not cover the expenses of a legal representation of the Policyholder, owner or driver of the motor vehicle, in a civil procedure, except for costs incurred at the instruction or with the approval of Ayvens Insurance.
8. If penal, penal-administrative or similar proceedings have been initiated against the Policyholder, owner or driver of the motor vehicle, they are obliged to inform LPINS immediately. Ayvens Insurance does not cover the costs of defence incurred as part of a penal procedure (except for costs incurred at the instruction or with the approval of Ayvens Insurance), nor any pecuniary penalty and fines or other similar payments imposed on the Policyholder, owner or driver of the vehicle.

#### **Article 8. Returnable claims**

1. Ayvens Insurance has a right to pursue from the person driving the motor vehicle the return of damages paid, if this person:
  - 1) caused damage intentionally or when being under the influence of alcohol or drunk or intoxicated by drugs, psychotropic substances or substitute drugs as defined by provisions of law concerning the counteracting drug addiction,
  - 2) obtained ownership of the vehicle by committing a crime,
  - 3) did not have the required entitlements to drive the vehicle, except for cases related to saving human life or property, or chasing a person directly after this person committed an offence,
  - 4) escaped from the place of the accident,
  - 5) uses a false Green Card.
2. Being under the influence of alcohol, intoxication due to the use of alcohol, intoxication due to the use of intoxicating drugs or other psychotropic substances or substitute drugs as defined by provisions of law concerning the counteracting drug addiction, is assessed according to the law of the state where the accident took place.

#### **Article 9. Complaints**

1. The Policyholder, owner or driver of the motor vehicle are allowed to submit claims and complaints to Ayvens Insurance:
  - 1) In writing – personally or by post or courier service;
  - 2) Orally – by telephone number [+353 1680 41 60], email at [complaints@leaseplaninsurance.com](mailto:complaints@leaseplaninsurance.com) or personally at the Ayvens Insurance headquarters or at its agents.
2. Complaints are considered immediately, but not later than within 30 days of the date of their delivery to Ayvens Insurance. In order to comply with the term, it is sufficient to send a reply before its expiry.

3. In particularly complicated cases, which do not make it possible to investigate the complaint and reply within the 30 days from the date of receipt of the complaint, the deadline for consideration of the claim and giving the answer may be extended to a maximum of 60 days from the date of receipt of the complaint. When informing about the extension of the deadline for responding to the complaint, the Insurer shall indicate the reason for the delay, the circumstances that need to be established in order to consider the case and shall specify the expected time limit for handling the complaint.
4. Ayvens Insurance provides the answer to the complaint in writing or by means of another lasting medium. A response to a natural person's complaint may be provided by email only at the individual's request.
5. The Policyholder, the Insured, the beneficiary and the beneficiary of the insurance contract who is a natural person, in the event that claims are not upheld in the complaint procedure. Shall have the right to refer an application to the Financial Ombudsman for action.
6. The Insurer is subject to the supervision of the Irish supervisory authority – Central Bank of Ireland.

#### **Article 10. Final regulations**

1. All services and declarations of parties made in relation to the insurance contract should be made in written form on pain of nullity.
2. A suit for complaint resulting from an insurance contract may be filed either according to the regulations of the general competence or with the court competent for the place of residence or registered office of the injured person or any other authorised person according to the insurance contract. A suit for a complaint resulting from an insurance contract may be brought either in accordance with the rules of general jurisdiction or in the court having the jurisdiction over the place of residence of the Insured's heir or of the heir entitled under the insurance contract.
3. A person who is a consumer may also seek the assistance of the locally competent District (Municipal) Consumer Ombudsman.
4. The Insurer is obliged under the Act on out-of-court settlement of consumer disputes to resolve disputes with consumers.
5. The entity authorized to resolve disputes between the consumers and the Insurer out of court is the Financial Ombudsman ([www.rf.gov.pl](http://www.rf.gov.pl)).
6. In the case of an insurance contract concluded via the Internet, the consumer has the right to use out-of-court dispute resolution and to submit his complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
7. Polish law applies to matters not settled by these Conditions of Insurance, in particular, the Civil Code, the Act on Obligatory Insurance, Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the Act on Insurance and Reinsurance Activity.
8. Conditions of Insurance apply to insurance contracts concluded after [14/12/2023].

On behalf of the members of the Management Board of Ayvens Insurance we hereby accept these Conditions of Insurance.

Valerie McMullan  
Managing Director

Matt Davis  
Head of Underwriting