

Motor Insurance

This document includes details of the insurance product



Company: Euro Insurances DAC., Ireland

Registered in Ireland under No. 222618, License No.: C33597

Product: Own Damage and Roadside Assistance Insurance

Full information to be provided prior to the execution of the agreement and contractual information is provided in the insurance document and in the document entitled Own Damage and Roadside Assistance Insurance ODPL042021 General Terms and Conditions of Insurance applicable to insurance agreements executed on and 1 April 2021.

What kind of insurance is this?

Own Damage and Roadside Assistance Insurance is a voluntary property insurance package including motor insurance against damage, destruction or loss (Own Damage), and insurance against the risk of incidental costs of a sudden need to provide services to the driver/passengers as a result of a failure of or damage to the vehicle which prevents further use thereof – section II, groups 3, 18 of the Annex to the Insurance and Reinsurance Activity Act.

What does the insurance cover?

The subject matter of the insurance is, at the option of the customer, the Own Damage Insurance or the Roadside Assistance Insurance.

Under the Own Damage Insurance, the subject matter of the insurance is the vehicle and its equipment, covered against the risk of damage, destruction or loss, and, against an additional premium, also the difference between the deductible amounts applicable to the motor vehicle insured and the courtesy car respectively, which result from the following risks:

- fire, smoke, explosion, self-ignition, short circuit and atmospheric discharge or any sudden exposure to a thermal or chemical factor outside or inside the vehicle insured,
- theft or an attempted theft of the motor vehicle insured, including all resulting damage to the vehicle insured as incurred in connection with an attempted theft. The theft insurance includes theft of the entire vehicle or any permanently installed equipment items. The theft insurance also includes the general risk of a robbery,
- glass breakage or cracking, including a glass sunroof, other than resulting from other factors affecting the vehicle, including damage caused by broken glass,
- objects falling on the motor vehicle insured, or toppling of the vehicle by wind or gale,
- hail, flood (which should be understood to mean an overflow, overtopping of a levee, embankment, sluice or other types of a dam), tidal wave, inundation, volcanic eruption, earthquake, landslide, collapse of a geological formation, avalanches, falling rocks or other falling objects or the effects of any other natural force of sudden nature,
- Loss events caused by animals including rodents
- falling aircraft or other flying objects or parts thereof and objects falling out of aircraft or any other flying object,
- an external event which occurs after the motor vehicle insured has been handed over to a towing company in order to be transported by a different vehicle, train or ferry,
- Collisions and accidents involving other vehicles or objects, overturns, skidding off the road, falling into the water
- deliberate and malicious damage to the vehicle insured caused by a third party,
- Fire, smoke, explosion, spontaneous combustion, short circuits and lightning, or any sudden exposure to a thermal or chemical factor outside or inside the insured vehicle collisions and accidents involving other vehicles, objects or persons; toppling; going off the road; falling into water, where caused by a manufacturing defect of the vehicle insured
- damage to the vehicle caused by unidentified third parties while parked or garaged.
- other types of sudden and unforeseeable external events related to the insured motor vehicle resulting in damage to or loss of the insured vehicle, in the case of which voluntary payment may be made by the Insurer's decision without recognizing liability or legal obligations for the damage (ex gratia).

The parties may agree to reduced cover in return for a lower premium. The insurance agreement may be concluded in the "Smart Casco" option, where the scope of insurance is limited to the following loss events:

fire, smoke, explosion, self-ignition, short circuit and atmospheric discharge or any sudden exposure to a thermal or chemical factor outside or inside the vehicle insured,

- theft or an attempted theft,
- objects falling on the motor vehicle insured, or toppling of the vehicle by wind or gale,
- hail, flood,
- total loss

Under the Roadside Assistance Insurance, coverage is provided for the following risks of incidental costs of a sudden need to provide services to the driver/passengers as a result of a failure of or damage to the vehicle which prevents further use thereof:

- a failure of the motor vehicle insured which prevents it from further travel or reaching the nearest repair shop where such failure may be repaired,
- immobilization of the vehicle as a result of an event described in Article 12 of the General Terms and Conditions of Insurance ODPL042021, a cracked or broken windshield or improper tire pressure which makes the motor vehicle insured unroadworthy, where travelling to the nearest repair shop in which such failure might be repaired entails a risk,

What is not covered by the insurance?

- ✗ vehicles used for the purposes of transporting liquid fuels, gas, explosives and/or chemical substances, military vehicles,
- ✗ loss of or damage to the vehicle caused deliberately by the policy holder or the insured or by gross negligence of the policy holder or the insured or an authorized driver,
- ✗ any loss of or damage to the vehicle caused during the preparation or participation in any races other than normal performance tests,
- ✗ any loss of or damage to the vehicle when driven by a person who is under the influence of alcohol or any other intoxicating agent to the extent that driving the vehicle insured is against the law,
- ✗ any loss or damage caused by a driver who is not authorized to drive the vehicle by the policy holder in accordance with its fleet policy,
- ✗ any loss of or damage to the motor vehicle insured caused by a driver other than an authorized driver or resulting from the use of the vehicle for any purpose other than that permitted by the law,
- ✗ any loss or damage caused by a person driving the motor vehicle insured without an entitlement to drive,
- ✗ any loss or damage caused when the motor vehicle insured was rented or used for a fee,
- ✗ any loss or damage caused after the vehicle has been seized, claimed or used on the basis of a decision of a Polish or foreign governmental or enforcement authority,
- ✗ any loss or damage resulting from armed conflicts, terrorist acts, civil war, insurgence, civil unrest, internal riots and mutiny,
- ✗ any loss or damage caused by, during, or in connection with, nuclear reactions, regardless of the source thereof,
- ✗ loss of the commercial value of the motor vehicle insured resulting from any earlier loss of or damage to the motor vehicle insured, in the case of vehicles not owned by Ayvens Poland Sp. z o.o.,
- ✗ damage to the vehicle insured caused by a manufacturing defect with the exception of events such as fire, smoke, explosion, spontaneous combustion, short circuits and lightning, or any sudden exposure to a thermal or chemical agent outside or inside the insured vehicle, as well as collisions and accidents involving other vehicles, objects or people, capsizing, falling out of the way, falling into water.
- ✗ technical damage caused by improper operation,
- ✗ the cost of new documents and license plates ordered for the vehicle after such documents and license plates have been lost,
- ✗ theft of audio or audiovisual equipment,
- ✗ losses resulting from misappropriation,
- ✗ damage such as scratches on the paintwork, as well as damage caused by chemical reactions,
- ✗ any damage to the motor vehicle insured as it is returned to the lessor at the end of the lease period is not covered by the insurance unless such damage has been reported to the insurer during the term of the insurance agreement,
- ✗ theft of a vehicle with keys, anti-theft controllers or remote locking devices
- ✗ any items stored in the vehicle insured other than permanently installed equipment,
- ✗ any loss of or damage to company logos and/or advertising signage on the motor vehicle insured,
- ✗ a total theft of the vehicle which takes place in, Belarus, Moldavia, Russia and Ukraine.

What are the limitations of the insurance cover?

Under the Own Damage Insurance, we are not liable for, without limitation:

- ! damage to a courtesy car,
- ! damage up to the value of the deductible franchise and the integral franchise,
- ! damage resulting from a failure of the policy holder or an authorized driver, by willful misconduct or gross negligence, to take all measures at their disposal to save the subject matter of the insurance and to prevent or mitigate the damage,
- ! damage in excess of the value of the vehicle insured as on the date when the compensation amount is established, and in excess of the sum insured as specified in the insurance agreement,
- ! damage to additional equipment in excess of its value as specified in the insurance agreement,
- ! effects of circumstances which have not been notified to the insurer, despite the fact that the insurer required, or inquired about, such data in the quotation form or in other documents prior to the execution of the



- The Insured Motor Vehicle is missing as a result of a theft or cannot be used because its registration documents or number plates have been stolen;
- Immobilization of the vehicle as a result of the driver's errors whereby the battery goes flat, the keys are damaged, lost or locked inside the Insured Motor Vehicle, the vehicle runs out of fuel or inappropriate fuel is used.

The following coverage options are available under the Roadside Assistance Insurance:

- ✓ "Basic" Option
- ✓ "5 days" Option
- ✓ "Full Mobility" Option
- ✓ "VIP Mobility" Option

insurance agreement.



Where is the insurance valid?

The Own Damage Insurance applies as follows:

- ✓ The Own Damage Insurance applies to events which take place in Poland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faroe Islands), Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man), as well as Russia, Albania, Belarus, Bosnia and Herzegovina, Kosovo, Moldavia, Montenegro, Serbia, Ukraine, Republic of Macedonia and Turkey, and in other territories in accordance with the written insurance agreement.
- ✓ No insurance cover is provided for a total theft of the vehicle which takes place in Belarus, Moldavia, Russia and Ukraine unless an additional premium has been paid.

The Roadside Assistance Insurance applies as follows:

- ✓ With regard to the packages "5 days", "10 days" and "Full Mobility", "VIP Mobility" the Roadside Assistance Insurance applies to the same territory as the Own Damage Insurance.
- ✓ With regard to the "Basic" package, the Roadside Assistance Insurance only applies to Poland unless it is extended for an additional premium.



What are the obligations of the insured?

The insured is required to:

- provide the insurer with all data known to the insured and required by the insurer in the quotation form or in any other documents prior to the execution of the insurance agreement,
- notify the insurer of any change to the data referred to in the above immediately after having received such information.

The policy holder is required to:

- pay the insurance premiums,
- comply with all general terms and conditions of insurance,
- inform the insurer of any facts known to the policy holder as inquired of the policy holder at the time of the execution of the agreement,
- report any damage related to the vehicle insured directly to the claims adjuster within 14 days of the date of the damage or immediately after the damage has been noticed by an authorized driver. Where the damage is significant (in excess of PLN 10,000.00, according to the driver's estimate), the authorized driver must report it to the local police authority and obtain an official police report from the scene of the event, specifying the degree of guilt of the persons involved in the event alongside all relevant details thereof,
- immediately, and in no event later than within 24 hours after the event has been observed, notify a theft, misappropriation or deliberate damage of the vehicle insured, to the local police authority, the claims adjuster, and ensure all reasonable assistance in finding and recovering the vehicle or identifying the party responsible for the damage,
- notify the police of damage resulting from acts of vandalism, in particular where the estimated value of repair exceeds PLN 1,000,
- as soon as possible and no longer than within 14 days submit all information, evidence and authorizations related to the accident/collision or vehicle-related damage,
- use all means available to save the subject matter of insurance and to prevent or mitigate damage, and to secure available remedial measures from the parties responsible for the damage.



How and when to pay the premiums?

Unless where otherwise agreed, premiums are to be paid in monthly installments on the basis of a debit note to the bank account specified in the debit note.



When does the insurance cover start and end?

The insurance cover remains in effect:

- unless otherwise is agreed, from the next day after the date of the insurance agreement, for a period of 12 months or a different period as agreed on, however no longer than until the expiration or termination date of the insurance agreement,
- in the event of bankruptcy of the policy holder or the insured, the insurance agreement expires upon the completion of the relevant proceedings instituted in accordance with the applicable provisions of the Polish law.

The insurance cover also expires in the following cases:

- upon the expiry of the term of the agreement as specified in the insurance agreement,
- upon the payment of damages for complete destruction or loss of the vehicle,
- on the date when the policy holder is served a notice of termination with immediate effect, in the event that the insurer's liability starts before the payment of the first premium or premium installment and such premium or premium installment is not paid in a timely manner,
- in the event of a failure to pay an outstanding premium or the next premium installment within 7 days of the date when the policy holder received a request for payment of the premium or the next premium installment, sent after the payment deadline, providing that the request includes a warning to the effect that the insurer's liability will terminate unless the payment is made within 7 days of the receipt of the request,
- on the date of transfer of the title to the vehicle unless the rights under the insurance agreement concerning the vehicle are transferred to the party who acquires the title,
- after 30 days of the date when the vehicle was taken possession of, but not registered in the territory of the Republic of Poland,
- on the day of withdrawal from the insurance agreement,
- on the date when damage other than covered by the insurance is recorded in which the vehicle has been damaged completely and beyond recovery,
- on the date when the policy holder or lessor loses the insurance interest in continuing the insurance cover for the vehicle insured.



How to terminate the agreement?

The policy holder may terminate the agreement, *inter alia*, by withdrawing from an agreement concluded for a term of more than 6 months within:

- 30 days of the execution – in the event that the policy holder is not an enterprise,
- 7 days of the execution – in the event that the policy holder is an enterprise.