

THIRD PARTY LIABILITY INSURANCE FOR OWNERS OF MOTOR VEHICLES IN FOREIGN TRAFFIC

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: THIRD PARTY LIABILITY INSURANCE FOR OWNERS OF MOTOR VEHICLES FOR DAMAGES OCCURRING IN COUNTRIES BEING MEMBERS OF THE GREEN CARD SYSTEM IN RELATION TO DRIVING THESE 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 General Terms and Conditions of Third Party Liability Insurance for Owners of Motor Vehicles for damages occurring in countries being members of the Green Card System in relation to driving these vehicles (GTC).

What is this type of insurance?

Indywidual Third Party Liability Insurance for Owners of Motor Vehicles for damages occurring in countries being members of the Green Card System 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 outside of the Republic of Poland in the countries listed in the Insurance document – the International Vehicle Insurance Card.
- ✓ Based on the Insurance agreement compensation shall be paid if the Vehicle owner or the Vehicle driver is obliged to pay compensation for damage caused in relation to driving the Vehicle the consequence of which is death, injury, health disorder or loss, destruction or damage to property.
- ✓ Unless the law of the country where the incident took place states otherwise, damage caused as a result of driving the motor vehicle is also damage occurring during and in relation to:
 - a) getting in or out the motor vehicle,
 - b) direct loading or unloading of the motor vehicle,
 - c) stopping or parking the motor vehicle.
- ✓ Liability of the Insurer is determined by the guarantee sum provided for in the provisions of law applicable in a given country where the insurance incident took place, not lower than the guarantee sum of:
 - a) in the 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;
 - b) in the case of damage to property – 1,050,000 EUR in respect of one insurance incident, consequences of which are covered by insurance regardless of the number of claimants.

- ✗ Unless the law of the country where the incident took place states otherwise, the Insurer shall not cover the costs of legal representation of the owner or the driver of the vehicle established in civil proceedings without their consent.
- ✗ The Insurer shall not cover the costs of establishing an attorney in criminal proceedings against the owner or the driver of the vehicle or any penalties and fines or other payments imposed on the owner or the driver of the vehicle.
- ✗ The Insurer shall be entitled to claim reimbursement of paid, if the driver:
 - caused damage internationally or being intoxicated or if the driver was under the influence of narcotic drugs, psychotropic substances or agents with a similar effect at the moment of the accident,
 - 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,
 - if it was proved that the owner or the driver of the vehicle falsified the Insurance document.



What is not insured?

- ✗ Scope of insurance does not cover events arising outside of the Republic of Poland and other European Union Countries.
- ✗ The Insurer shall not be liable for consequences of failing to present the Insurance document to control authorities when entering, remaining or exiting the countries listed in the Insurance document by the Vehicle owner or driver.



Are there any restrictions on cover?

Unless the law of the country where the incident took place states otherwise, the Insurer shall not be liable for 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 outside of the Republic of Poland in the countries listed in the Insurance document – the International Vehicle Insurance Card.



What are my obligations?

The motor vehicle owner and driver should:

- in the case of an accident, take appropriate measures to ensure traffic safety at the place of the accident,
- if possible, prevent damage from increasing and try to collect evidence allowing for circumstance of the accident and the type and scope of damage to be established,
- in the case of an accident, provide necessary information to the injured required to identify the insurance company, also providing data concerning the concluded Insurance agreement,
- in the case of an accident with another motor vehicle, if possible, register data concerning the vehicle, driver, policy number and the name and address of the insurer in terms of the obligatory civil liability insurance of the owner and driver of the motor vehicle; if a third person is responsible for damage, if possible, obtain relevant declaration or an official protocol confirming circumstances of the incident, if it was prepared, and notify the police about the accident with victims in people and about the accident occurring under circumstances suggesting that a crime has been committed,
- in the case of a claim for compensation being filed, one shall immediately, not later than within 14 days, notify the Insurer about it, providing documents concerning circumstances of the accident and the scope of damage,
- upon request of the Insurer, should present the evidence held concerning the accident and the scope of damage,
- immediately notify the Insurer, if the injured brings a claim for compensation to court against the owner or the driver of the motor vehicle; Upon request of the Insurer they shall also grant power of attorney to a person appointed by the Insurer to represent them in court proceedings,
- immediately notify the Insurer, if criminal, penal and administrative or similar proceedings were initiated against the owner or the driver,
- immediately notify the Insurer about selling the vehicle, providing personal data of the purchaser of the vehicle.



When and how do I pay?

The insurance premium shall be paid by the Policyholder for each issued Green Card certificate.



When does the cover start and end?

The Insurance agreement shall be entered into for a period indicated by the Vehicle owner; however, the insurance period cannot be shorter than 15 days and longer than 12 months.

Liability of the Insurer shall commence on the day indicated in the Insurance document, however, not earlier than upon crossing the border of the Republic of Poland.

Liability of the Insurer arising from the Insurance agreement shall end in the case of terminating the Insurance agreement:

- with the expiry of the term specified in the Insurance agreement,
- on the day of withdrawal from the Insurance agreement,
- on the day of transferring the ownership right of the Vehicle,
- on the day of deregistering 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,
- upon registering the motor vehicle abroad,
- 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,

subject to return of the complete original certificate of the International Vehicle Insurance Card (Green Card) to the Insurer.



How do I cancel the contract?

If Insurance agreement was entered into for a period longer than 6 months, the Policyholder can withdraw from the Insurance agreement within 7 days from the date of entering into the agreement at the latest. Withdrawal is done in writing.

The Vehicle owner can withdraw from the concluded Insurance agreement regardless of the period for which it was concluded, if such withdrawal would take place before the commencement of the insurance period specified in the Insurance document.