



The information referred to in Art. 17 sec. 1 of the Insurance and Reinsurance Activity Act:

Type of information	Number of Article in the agreement
Conditions for the payment of compensation and other benefits.	Art. 1, Art. 2, Art. 4, Art. 5.4, Art. 6, Art. 7
Limitations and Exclusions of Insurance company's Liability entitling to refuse payment of compensation and other benefits or their reduction.	Art. 3, Art. 4, Art. 7



## **PERSONAL ACCIDENT INSURANCE PIPL042021 General Terms and Conditions of Insurance**

LeasePlan Insurance is an insurance company specialising in insuring motor fleets. It operates under the EU Freedom of Services provisions.

LeasePlan Insurance is located in Block C, Central Park, Leopardstown, Dublin 18, Ireland.

### **GENERAL PROVISIONS**

These General Terms and Conditions of Personal Accident Insurance of a driver and passengers of a motor vehicle (hereinafter referred to as the "Conditions") shall apply to insurance agreements concluded by LeasePlan Insurance, hereinafter referred to as the "Insurer", with a natural or legal person or an organisational unit without legal personality, hereinafter referred to as the "Policyholder".

On the basis of these Conditions and the insurance agreement concluded according to these Conditions (hereinafter referred to as the "Insurance Agreement") and confirmed by the policy schedule, the Insurer shall provide insurance protection covering the consequences of personal accidents connected with the movement of the motor vehicle of a driver and passengers of a motor vehicle indicated in the relevant Insurance Agreement. In the Insurance Agreement additional provisions or provisions different from those included in these Conditions may be introduced.

The Insurer is obliged to inform the Policyholder, in writing and prior to concluding the agreement, of any differences between the provisions of the agreement and the provisions of the Conditions. The above shall not apply to insurance agreements concluded by negotiation.

The relevant provisions of the [Polish] Civil Code (unified text: the Dziennik Ustaw official journal of 2014, Item 121, as amended), the [Polish] Insurance and Reinsurance Activity Act of 11 September 2015 [Ustawa z dnia 11 września 2015 r. o działalności ubezpieczeniowej i reasekuracyjnej] (as published in Dziennik Ustaw of 2015, Item 1844, as amended) and other adequate regulations of the Polish law shall apply to issues not regulated by these General Conditions of Insurance.

### **Definitions**

#### **Clause 1**

In this policy, the following expressions shall have the meanings set out against each of them:

##### **1.1 Insurer**

Euro Insurances DAC trading as LeasePlan Insurance, established in Dublin, Ireland.

##### **1.2 Policyholder**

Natural or legal person or an organizational unit not having legal personality that takes out an insurance agreement with the Insurer and is obliged to make premium payments and comply with the other provisions of this document.

##### **1.3 Insured**

The driver as well as passengers of the motor vehicle indicated in the Insurance Agreement, the number of passengers covered by insurance shall not exceed the number of passengers admissible to be carried in the vehicle specified in the registration document.

##### **1.4 Beneficiary**

Any person authorised personally by the Insured, or by operation of law, to receive an insurance benefit in the case of the death of the Insured.

##### **1.5 Personal accident**

Sudden event caused by an external cause connected with motor vehicle movement, in consequence of which the Insured, irrespective of his will, sustained permanent personal injury, health disorder or died.



#### 1.6 Motor Vehicle

Motor vehicles and trailers indicated in the Insurance Agreement and subjected to the registration requirement, pursuant to the provisions of the [Polish] Road Traffic Act [Ustawa Prawo o ruchu drogowym] (unified text: Dziennik Ustaw of 2012, Item 1137, as amended) ("Road Traffic Act"), or Motor Vehicles registered abroad, roadworthy within the territory of the Republic of Poland.

#### 1.7 Managed vehicle owner

Natural or legal person or organisational unit not having legal personality that concludes with the LeasePlan Fleet Management Sp. z o.o. with its seat in Warsaw an agreement for the management of that person's fleet of motor vehicles, as defined in the above mentioned agreement for the management of that person's fleet of motor vehicles.

#### 1.8 Lessor

Legal person which owns a motor vehicle indicated in the Insurance Agreement and concludes a leasing agreement with a Lessee.

#### 1.9 Motor vehicle movement

Situations where a vehicle moves due to engine operation or by the force of inertia.

#### 1.10 Getting into a vehicle

Set of activities performed by the driver or passengers, from the moment of opening the door from the outside of the vehicle till the moment of finding oneself inside the vehicle.

#### 1.11 Getting out of a vehicle

Set of activities performed by the driver or passengers, from the moment of opening the door from the inside of the vehicle till the moment of closing the door, finding oneself outside the vehicle.

#### 1.12 Currency

All limits specified in the Conditions are in Polish zlotys (PLN).

#### 1.13 Bodily Injury

Bodily injury means identifiable physical and / or mental injury, which:

- is sustained by the Insured and
- is caused by an accident which occurs during the period of insurance and
- by itself and independently of any other cause, except illness directly resulting from or medical or surgical treatment necessary due to the injury, results in death or disablement of insured person.

#### 1.14 Permanent Effects

Permanent Effects means such effects due to which the body organs / functions are damaged so that they are not able to perform their function anymore.

#### 1.15 Temporary Effects

Temporary Effects means such effects due to which the body organs / functions are impaired so that they are not able to perform their function for a limited period of time, not shorter than 6 months.

### **Subject and scope of insurance cover**

#### **Clause 2**

2.1 The subject of the insurance cover based on the Insurance Agreement is Permanent and / or Temporary Effects of personal accidents which occurred in insurance period in connection with a movement of the Insured motor vehicle or motor vehicles owned by the Lessor or Managed vehicle owner, and:

- 1) while getting in and getting out of the motor vehicle,
- 2) when staying in the motor vehicle in the case of any stops or stopovers on the travel route,
- 3) in the course of a repair of the motor vehicle on its travel route,
- 4) while loading or unloading the motor vehicle or a trailer attached to the motor vehicle.



2.2 On the basis of these Conditions the Insurer also covers in the scope of insurance cover the event of Permanent Effects of a heart failure or midbrain haemorrhage occurred to the driver during the motor vehicle's movement.

2.3 The insurance protection covers Permanent Effects of personal accidents referred to in clause 2.1 and events referred to in clause 2.2, which took place in the territory of the Republic of Poland or other Member States of the European Union or the Green Card Convention, it being noted that insurance benefits shall be paid exclusively in PLN. The applicable exchange rate shall be established on the basis of the average exchange rate published by the National Bank of Poland (NBP) on the day when the benefit is determined.

## **Exclusion of Liability**

### **Clause 3**

3.1 Excluded from the liability of the Insurer under the Insurance Agreement shall be the Permanent Effects of accidents caused in the following circumstances:

3.1.1 With reference to the driver of the insured motor vehicle where such person at the moment of occurrence:

- was not entitled to drive the vehicle on the basis of Polish Legislation
- did not meet the requirements laid down in the driving licence
- was disqualified from driving, and has their driving licence temporarily suspended
- was under an obligation to return their driving licence to the competent authority.
- was driving in a state of alcohol intoxication (stan nietrzeźwości) or in a state after consumption of alcohol (stan po użyciu alkoholu), drugs, narcotics, psychotropic substances or their substitutes within the meaning of regulations concerning drug addiction prevention,

3.1.2 With reference to a passenger – where a passenger is in a state of alcohol intoxication or in a state after consumption of alcohol, drugs, narcotics, psychotropic substances or their substitutes within the meaning of regulations concerning drug addiction prevention, if such state of alcohol intoxication or the usage of drugs or other agents or substances had an influence on the occurrence of the accident.

3.1.3 With reference to a passenger – where a passenger knowingly undertook a journey with a driver driving a motor vehicle in a state of alcohol intoxication or in a state after consumption of alcohol, drugs, narcotics, psychotropic substances or their substitutes within the meaning of regulations concerning drug addiction prevention.

3.1.4 With reference to the driver and passengers –accidents caused:

- 1) As a result of poisoning caused by alcohol consumption or taking drugs, narcotics, psychotropic substances or their substitutes within the meaning of regulations concerning drug addiction prevention,
- 2) As a result of participation in brawls (except for actions in self-defence) and in connection with the perpetration of a crime or an attempt to perpetrate a crime,
- 3) In connection with committing suicide or an attempt to commit suicide,
- 4) As a result of acts of war or participation in strikes, riots, civil unrest, protest actions, road blockades, acts of terrorism or sabotage,
- 5) While participating in rallies, motor races or during training for such competition, unless that risk is covered by insurance due to the payment of an additional insurance premium.

3.2 Subject to the provision of clause 2.2., excluded from the insurance cover provided in the Insurance Agreement shall also be occupational and tropical diseases, as well as all diseases or disease conditions of the Insured, including those of a sudden nature.

3.3 The Insurer shall not be liable for sustained pain, physical and moral sufferings or any material losses incurred, involving the loss or destruction of, or damage to, any items.

3.4 Any state of alcohol intoxication, state after consumption of alcohol, drugs, narcotics, psychotropic substances or their substitutes within the meaning of regulations concerning drug addiction prevention, as well as the qualifications for driving a vehicle, shall be assessed according to the law of the country in which the accident took place.

**Sum Insured; Types and Amounts of Insurance Benefits.****Clause 4**

4.1 The sum insured shall be determined in the Insurance Agreement with the Policyholder. There shall be three available sum-insured options: PLN 10,000, PLN 20,000 or PLN 40,000 per Insured person in the motor vehicle. The agreed sum insured defines the maximum amount of the benefit payable to any Insured person or his Beneficiaries, and include separate limits specified in clause 4 (clauses 4.3 1)-5).

4.1.1 During the term of the Insurance Agreement, the Policyholder, on approval of the Insurer, can change the sum insured or the scope of the insurance cover.

4.1.2 Any increase in the amount of the sum insured or extension of the scope of the insurance cover requires the payment of an additional premium and is effective as of the second day following the payment of the additional premium.

4.1.3 For accidents which occurred on or prior to the day following the day when a change in the sum insured or insurance cover was agreed, the Insurer shall bear liability on the same terms and conditions as included in the existing Insurance Agreement.

4.2 The Insured shall have the right to receive insurance benefits in the amount stipulated in the concluded Insurance Agreement, up to the sum insured.<sup>1</sup>

4.3 The insurance shall cover the following insurance benefits:

- 1) Benefit resulting from a permanent health damage to the Insured resulting from a personal accident, it being noted that if the Insured sustains a permanent 100% health damage, the Insurer shall pay the benefit in a full amount of the sum insured; in the case of a partial damage, a certain percentage of the sum insured, corresponding to the permanent health damage sustained by the insured, shall be paid,
- 2) Benefit resulting from the death which took place as a result of a personal accident or an event covered by the Insurance Agreement – in the amount of 100% of the sum insured,
- 3) Reimbursement for expenses incurred in the territory of the Republic of Poland for a single purchase of prostheses and their accessories – up to 10% of the sum insured,
- 4) Reimbursement for expenses incurred in the territory of the Republic of Poland for vocational training of disabled persons – up to 10% of the sum insured,
- 5) Reimbursement for expenses incurred in the territory of the Republic of Poland for treatment of the consequences of personal accidents or an event covered by the Insurance Agreement – up to 10% of the sum insured,
- 6) In case of the death, which took place outside of Poland as a result of accident or event, covered by the insurance agreement - reimbursement for documented costs of transporting a corpse from the place of death to the place of burial in the Republic of Poland – in the amount not exceeding 50% of the sum insured, to be paid irrespective of the benefit specified in clause 4.3 (2) above.

4.3.1 The costs of treatment shall include the costs, necessary from the medical point of view, of:

- a) Medical visits, treatment, out-patient treatment, operations, as well as any tests and examinations ordered by a doctor,
- b) Purchases of the necessary medication and medical dressings prescribed by a doctor,
- c) Hospital treatment,
- d) Transport from the place of accident to a hospital or an out-patient clinic.

4.3.2 The expenses referred to in clause 4.3 – items 3, 4, 5, 6 shall be reimbursable if incurred as a consequence of a personal accident covered by the insurance, unless covered by any other health insurance agreement, personal accident insurance or by any other coverage, and provided that they are incurred within 2 years from the date of the accident or event covered by the Insurance Agreement.

Reimbursements for the aforementioned expenses shall be made against original bills and receipts of their payment, up to the amount of the actual expenditures. Under no circumstances shall any reimbursement be higher than the amounts specified in the concluded Insurance Agreement.



4.4 Notwithstanding insurance benefits covered by the Insurance Agreement, the Insurer shall reimburse the Insured for any necessary and documented travelling expenses incurred within the territory of the Republic of Poland in order to get to a doctor indicated by the Insurer or to a hospital for clinical observation, as well as for the costs of medical examinations ordered by a doctor indicated by the Insurer and required as justification for the claims submitted. These reimbursements shall be made in addition to the specified upper limit of the sum insured.

4.5 If the injured person is insured under several insurance agreements, benefits relating to the costs of treatment, transport of a corpse, purchase of prostheses and their accessories, as well as vocational training of disabled persons shall be paid up to the amount of documented and actually incurred expenses, but in any case not exceeding the limits resulting from the concluded agreements.

### **Insurance agreement and insurance premium**

#### **Clause 5**

5.1 The Insurer shall confirm the conclusion of an Insurance Agreement in a separate document referred to as the Insurance Policy.

5.2 The Insurance Agreement may be concluded for one year or any other term, agreed between the parties to the Insurance Agreement.

5.3 Unless agreed otherwise, the liability under this personal accident insurance shall commence from the day following the day when the Insurance Agreement is concluded, but in any case not earlier than from the day following the day when the insurance premium or the first instalment thereof is paid, and not earlier than on the date stipulated in the Insurance Agreement.

5.4 The insurance cover provided under the Insurance Agreement shall cease:

- 1) Upon expiration of the insurance period specified in the insurance document,
- 2) On the date of withdrawal from the insurance agreement,
- 3) On the date of vehicle documented total destruction or loss of the vehicle indicated in the Insurance Agreement.
- 4) If the vehicle is sold – on the day when the ownership of the vehicle indicated in the Insurance Agreement is transferred
- 5) In case of nonpayment of delayed premium or a successive premium instalment 7 days after the receipt by the Policyholder of a demand for payment of the premium or successive premium instalment, posted after the payment date, where such demand includes a warning stating that non-payment within 7 days of the receipt of the demand shall result in the cessation of the Insurer's liability.
- 6) On the date when the Insurance Agreement is terminated by mutual agreement of the parties.

5.5. If an Insurance Agreement is concluded for a period longer than 6 months, the Policyholder shall have the right to withdraw from the agreement within 30 days after the date of concluding the agreement, and where the Policyholder is an entrepreneur – within 7 days after that date. In the case of such withdrawal, the Insurer reimburses the premium paid for the period of the unused insurance protection.

5.5.1. Withdrawal from the insurance agreement shall not relieve the Policyholder of the duty to pay premium for the period within which the Insurer provided insurance protection.

5.6. In the case of termination of the agreement by the Policyholder or its termination by mutual agreement of the parties, the Insurer reimburses the premium paid for the period of the unused insurance protection.

5.7 The amount of the premium for the unused insurance protection period shall be reimbursed for the entire unused period of insurance cover. The Insurer shall reimburse the due amount to the Policyholder within 30 days.

5.8 Insurance premium shall be established according to the rates binding on the day of concluding the personal accident insurance agreement.



5.8.1 The premium amount shall be affected by:

- the sum insured,
- the vehicle type,
- the insurance period.

5.9 Unless the parties agree otherwise, the Policyholder shall pay premium by monthly instalments throughout the term of the Insurance Agreement. Premium payments made to the Insurance Agent shall be considered as payments made to the Insurer. The Policyholder pays the insurance premiums based on a debit note indicating the amount to be paid and the relevant bank account into which that amount is to be paid. Payment by the Policyholder of the insurance premium consistently with the debit note shall be tantamount to performance by the Policyholder of the obligation to pay the premium to the Insurer at the time of crediting of the bank account designated in the debit note.

## **Procedure in case of an accident**

### **Clause 6**

6.1 In the case of a personal accident, the Insured shall:

- 1) Attempt to mitigate the consequences of the accident by immediately submitting to medical care and prescribed treatment,
- 2) Report to the police if injuries are sustained as a result of the road accident,
- 3) Deliver the following to the Insurer and/or Claims Handler in Poland:
  - A completed accident notification form
  - Documents necessary to verify the legitimacy of the claim and to establish the amount of an insurance benefit: a document entitling the driver to drive the vehicle, medical documentation, original bills and originals of receipts of their payment, together with original proofs of the treatment applied.
- 4) Enable the Insurer and/or its Claims Handler to obtain information relating to the circumstances referred to in item 3 above, including from the doctors who (have) provided the Insured with healthcare services,
- 5) On order of the Insurer and/or its Claims Handler – undergo medical examination conducted by the indicated doctors, or undergo clinical observation.

6.2 In the case of the Insured's death a Beneficiary shall additionally submit for inspection an extract from the death certificate and a document confirming the Beneficiary's identity, and if nobody is indicated personally, the family member applying for the payment of the insurance benefit shall also submit a document issued by the public registrar's office confirming the consanguinity or affinity with the Insured. The entitlement to the benefit resulting from the Insured's death is provided for under clause 7.9.

6.3 The Insurer reserves the right to verify the delivered documentation and to consult specialist doctors.

6.4 Where, by gross negligence, the Insured or Beneficiary had failed to comply with the obligation referred to in clause 6.1 (1) and such non-compliance has contributed to establishment of the circumstances of the accident or to the amount of the benefit, the Insurer may refuse to pay out the benefit or may reduce its amount.

## **Establishment and payment of insurance benefits**

### **Clause 7**

7.1 Types and amounts of insurance benefits shall be determined after establishing that there is a proximate cause between an accident or an event covered by the insurance agreement and the death or permanent health damage to the Insured.

7.1.1 The establishment of a proximate cause referred to in clause 7.1, and the degree (percentage) of the permanent health damage to the Insured shall be based on the documents delivered in accordance with clause 6.1 and the and results of medical examinations.

7.2 The degree (percentage) of the permanent health damage to the Insured should be determined after full completion of the treatment, including the required rehabilitation period, but in any case not earlier than 3 months after the date of the accident in case of surgical injuries and 6 months in case of neurological injuries. In the case of serious injuries, which require a long period of treatment, the degree of permanent health damage to Insured should be determined in the 24th month after the accident at the latest. A later change in



the degree of the permanent health damage to the Insured (improvement or deterioration) shall not give any grounds for changing the amount of the insurance benefit.

7.3 The degree of the permanent or temporary health damage to the Insured shall be decided by a doctor's opinion, based on medical examination or the documentation gathered. Doctor's decision establishing the exact percentage of the health damage is issued on the basis of the Table of standards of percentage-based assessment of the permanent detriments to health, published in the Ordinance of Ministry of Labour and Social Policy on 18 December 2002 on "the exact rules of assessing permanent or long term detriment to insured's health, type of procedure on assessing this detriment and conduct on payment of one time compensation"

7.4 When determining the degree (percentage) of the permanent health damage to the Insured, the type of professional activity performed by the Insured shall not be taken into account.

7.5 In the case of a loss of, or injury to, an organ or system whose functions had been handicapped before the accident or event covered by the insurance agreement due to a prior disease or permanent disability, the degree (percentage) of the permanent health damage to the Insured shall be determined as a difference between the degree (percentage) of the permanent health damage adequate to the state of a given organ or system after the accident or event covered by the insurance agreement and the degree (percentage) of disability existing immediately prior to the accident or event covered by the insurance agreement.

7.6 If, in consequence of an accident or an event covered by the Insurance Agreement, more than one body injury occurs, the amount of the insurance benefit resulting from the permanent health damage to the Insured shall be the total of benefits due for each personal injury, but in any case not more than the sum insured.

7.7 The insurance benefit resulting from the permanent health damage to the Insured or the Insured's death shall be paid out provided that the permanent health damage or death took place within 2 years from the date of the accident or event covered by the Insurance Agreement.

7.8 If the number of carried passengers is higher than the number of seats specified in the vehicle's registration card, then the amount of insurance benefits available for each injured person shall be calculated as the total sum insured for all registered seats in the vehicle divided by the actual number of persons carried when the accident took place.

7.9 Insurance benefits resulting from the insurance agreement shall be paid out to the Insured, and in the case of the Insured's death – to the Beneficiary referred to in clause 1.4. The Insured can change the Beneficiary at any time.

If no Beneficiary is indicated, the insurance benefit shall be vested in family members, in the following order:

- spouse,
- children,
- parents,
- other relatives qualified for inheritance pursuant to the provisions of the inheritance law of the Civil Code.

7.9.1 If no Beneficiary is appointed, the Insurer shall use the available insurance benefit in the first place to reimburse for the documented costs of the funeral to the person who incurred such costs, unless these costs were covered from social insurance, any other personal accident insurance cover or from other sources.

7.10 If an insurance benefit resulting from the permanent health damage to the Insured is paid out by the Insurer, and then, within 24 months after the date of the accident or event covered by the Insurance Agreement, the injured dies in consequence of that accident or event covered by the Insurance Agreement, the Beneficiary shall be entitled to receive the insurance benefit resulting from death only if it is higher than the benefit already paid to the Insured, after prior deduction from the total sum insured of the amount which has already been paid out.

7.11 If the Insured dies, for reasons other than the personal accident or event covered by the Insurance Agreement, before the Insured or the Beneficiary receives the benefit resulting from the permanent health damage to the Insured, the Insurer shall pay the insurance benefit for the permanent health damage to the Insured to the Beneficiary. If the permanent health damage to the Insured was not determined before his death, an assessed degree of the damage shall be taken into account, according to an estimation made by an





appointed doctor (indicated by the Insurer's Claims Handler in Poland) on the basis of the submitted medical documentation.

7.12 The Insurer shall be obliged to pay the insurance benefit within 30 days after the date of the notification of the accident or event covered by the Insurance Agreement.

7.12.1 If it proves impossible to ascertain the circumstances affecting the Insurer's liability or the amount of the insurance benefit within the term stipulated in clause 7.12, the benefit shall be paid within 14 days after the date on which on the best efforts basis, ascertaining of those circumstances was possible. However, the Insurer shall pay out the undisputed portion of the benefit within the time-limit referred to in clause 7.12.

7.12.2 Within 7 days of receiving a notification of an accident covered by the insurance the Insurer is obliged to make a notification of it to the Policyholder or the Insured, if they are not the senders of that notification and to take action aiming at investigating the facts related to the accident, the legitimacy of the claims made and the amount of the benefit and informing the person making the claim in writing what documents are necessary to ascertain the Insurer's liability or the amount of the benefit, if this proves necessary to continue the relevant procedure. Occurrence of the accident may also be notified by the Insured or its inheritors.

7.12.3 In the case of no paying out of the benefit in dates from clauses 7.12 and 7.12.1 the Insurer is obliged to make a notification in writing to the person making the claim and the Insured, in case when an insurance agreement is concluded to the benefit of third person if he is not a person notifying the claim, on the reasons making the satisfaction of her claims impossible fully or partially.

7.12.4 If the benefit is not legitimate at all – the Insurer makes a notification in writing to the person making the claim and to the Insured, in case when the Insurance Agreement is concluded to the benefit of third person if he is not a person filing the claim, in dates from clauses 7.12 and 7.12.1, stating the relevant facts and legal grounds on which the payment of the benefit has been rejected and to indication to such person of the available remedies to enforce one's claims in court.

7.12.5 The Insurer is obliged to disclose to the persons making the claim information and documents gathered for establishment of the Insurer's liability or the amount of the benefit. Such persons may demand confirmation of the disclosed information, in writing, by the Insurer as well as to make, at their expense, duplicates or photocopies of the documents and certifying them as true copies by the Insurer. Those information may be delivered also in electronic form.

7.12.6 Individuals being the Policyholders, the Insured or beneficiaries from the Insurance Agreement can file complaints with each organizational unit of the Insurer serving customers and to the Claim Handler of the Insurer. Your complaint can be submitted:

- in writing – personally in each Insurer's organizational unit serving customers or by Post in the meaning of Art. 3 point 21 of the Act dated 23 November 2012 on postal services,
- verbally – by phone or personally to the protocol during a visit in the above mentioned organizational unit,
- electronically at the electronic mail address of the Insurer provided in the Policy.

Response to a complaint shall be provided without delay but not later than within 30 days from receipt of the complaint. In specifically complicated cases when it is not possible to handle the complaint and respond within the above mentioned deadline the Insurer shall respond to the complaint in the indicated time but not later than within 60 days from receipt of the complaint. The response shall be provided in writing or on other durable medium to the address indicated in the complaint.

7.12.7. The Policyholder, the Insured and the Beneficiary shall have the right to lodge a motion to The Financial Ombudsman to initiate non-judicial proceedings on solving disputes between a customer and a financial institution.

## **Notices and Statements**

### **Clause 8**

8.1. Addressed to the Insurer



Subject to the provision of clause 9.6, notices made to the Insurer shall be addressed to the specified Claim Handler or Insurance Agent office in Warsaw (subject to the provision of clause 9.7) except where a lawsuit against the Insurer is filed in state court.

#### 8.2 Addressed to the Policyholder

The notices made to the Policyholder shall be deemed as legally binding, provided that they will be delivered to the last address of the Policyholder known to the Insurer.

#### 8.3. Addressed to Lessor or Managed vehicle owner

The notices made to the above-mentioned entities shall be deemed as legally binding, provided that they will be delivered to the last address of the Lessor or Managed vehicle owner known to the Insurer.

### Final Provisions

#### Clause 9

##### 9.1 Disputes

The law applicable is Polish law.

9.2. Actions for claims under insurance agreements may be filed either in the court of general jurisdiction or in the court having *ratione loci* jurisdiction in the venue where the Policyholder, the Insured or the Beneficiary appointed under an insurance agreement has its domicile or registered office. Actions for claims under Insurance Agreement may be filed either in the court of general jurisdiction or in the court having *ratione loci* jurisdiction in the venue where an inheritor of the Insured or an inheritor of the Beneficiary appointed under the Insurance Agreement has its domicile.

9.3. In matters not regulated herein, the relevant provisions of the [Polish] Civil Code and the [Polish] Insurance Activity Act shall apply.

##### 9.4 Independent handling of complaints

#### **The Financial Ombudsman Office**

[www.rf.gov.pl](http://www.rf.gov.pl)

Al. Jerozolimskie 87

02-001 Warszawa

Tel. (22) 333 73 26; -27; -28

**Office of Competition and Consumer Protection** [www.uokik.gov.pl](http://www.uokik.gov.pl)

##### 9.5 The Insurer

#### **Euro Insurances DAC trading as LeasePlan Insurance**

Block C, Central Park, Leopardstown, Dublin 18, Ireland

Tel. (353) 1680 4160

##### 9.6 The Claim Handler

#### **FAMS Fleet Accident Management Services Sp. z o.o.**

District Court in Warsaw

Entry number in the National Court Register

(KRS): 0000403891

Initial capital: PLN 500,000.00

Tax ident. number (NIP): 521-36-23-526

ul. Postępu 14B

02-676 Warszawa

Tel. +48 (22) 335 16 82



## 9.7 The Insurance Agents

### **FAMS Fleet Accident Management Services Sp. z o.o.**

District Court in Warsaw  
Entry number in the National Court Register  
(KRS): 0000403891  
Initial capital: PLN 500,000.00  
Tax ident. number (NIP): 521-36-23-526  
ul. Postępu 14B  
02-676 Warszawa  
Tel. +48 (22) 335 16 82

### **LeasePlan Fleet Management Polska Sp. z o. o.**

District Court in Warsaw  
Entry number in the National Court Register  
(KRS): 0000093257  
Initial capital: PLN 220,170,000.00  
Tax ident. number (NIP): 951-19-98-872  
ul. Postępu 14B  
02-676 Warszawa  
Tel. +48 (22) 335 16 82

These Conditions are effective as of 01.04.2021

Managing Director

Valerie McMullan

Director of Finance

Claudine Nalty