



OWN DAMAGE INSURANCE with ROAD SERVICE ASSISTANCE ODPL0606 General Terms and Conditions of Insurance

Euro Insurance Limited is an insurance company specializing in insuring motor fleets. It operates under the EU Freedom of Services provisions.

Euro Insurances Limited is located in Block C, Central Park, Leopardstown, Dublin 18, Ireland.

GENERAL PROVISIONS

Pursuant to these General Terms and Conditions of Insurance (hereinafter referred to as the "Conditions"), Euro Insurances Limited (hereinafter referred to as the "Insurer") shall underwrite insurance agreements covering motor vehicle against the risk of material own damage (hereinafter referred to as "Own Damage"), and against the risk of unexpected costs of providing immediate Road Assistance services to vehicle(s) and its driver/passenger(s) with relation to a breakdown of, or damage to, the motor vehicle, that renders the vehicle non-drivable.

The insurance protection shall be provided in accordance with the terms included in these Conditions, and, as such, they shall be subject to the definitions, scope of insurance, limitations and exclusions, as well as claims and payment procedures, provided for in these Conditions.

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 in written form prior to the conclusion of the agreement. The above shall not apply to insurance agreements concluded by negotiation.

In agreement with the Policyholder, additional provisions or provisions different from those established in these Conditions may be introduced to the relevant insurance agreement.

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

Definitions

Clause 1

In these Conditions, the following expressions shall have the meanings set out against each of them:

1.1 Insurer

Euro Insurances Ltd., established in Dublin, Ireland, performing insurance activity in Poland according to freedom of services based on a license on performing this activity issued in Ireland.



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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 all other provisions of these Conditions.

1.3 Insured

Natural or legal person described as the Insured in the Insurance Agreement. The Insured owns one or more motor vehicle(s) and can act in the capacity of the Lessor or in the capacity of the Managed Vehicle Owner.

1.4 Lessor

The financing party – natural or legal person which owns a motor vehicle and concludes a leasing agreement with a Lessee. Unless otherwise provided for in these Conditions, the Lessor shall also have the rights and obligations that are applicable to the Managed Vehicle Owner and the FMC.

1.5 Managed Vehicle Owner

Natural or legal person that concludes with the FMC an agreement for the management of that person's fleet of motor vehicles, as defined in the management agreement.

1.6 Lessee

The using party - natural or legal person that concludes a Leasing Agreement with a Lessor with respect to one or more motor vehicle(s).

1.7 Fleet Management Company Fleet management company, hereinafter referred to as "FMC", is any commercial company that specializes in the management of motor vehicle fleets, and concludes vehicle management agreements with any party defined in these Conditions as Managed Vehicle Owner.

1.8 Claims Handler

Natural or legal person appointed by the Insurer in pursuance of an appropriate power of attorney, entrusted with the handling and settlement of insurance claims, in accordance with these Conditions.

1.9 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 and included as such in the fleet of vehicles within the meaning of clause 1.11 of these Conditions.

1.10 Insured Motor Vehicle

Insured Motor Vehicle is each motor vehicle covered by the Insurance Agreement, including all accessories and other provisions fitted during manufacturing as defined by a manufacturer.

1.11 Motor Vehicle Fleet

Any group of not less than three vehicles.

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1.12 General Fleet Insurance Agreement

A framework agreement concluded between the Insurer and the Policyholder regulating selected terms and conditions of conclusion insurance agreements and renewal of insurance cover not being an insurance agreement in the meaning of Art. 805 of the Civil Code.

1.12(a) Renewal

Concluding a new insurance agreement after expiry of the existing Insurance Agreement during the validity period of the General Fleet Insurance Agreement.

1.13 Entities to which insurance coverage applies in accordance with these Conditions:

- a. Policyholder
- b. Lessee
- c. Lessor
- d. FMC
- e. Managed Vehicle Owner
- f. Authorised Driver

1.13(a) Authorised Driver

Natural person licensed to drive motor vehicles in accordance with the regulations applicable in the Republic of Poland or any other OECD member country, and entitled to drive the vehicle and perform on behalf of the Policyholder the activities specified respectively in Clauses 8, 9 and 13 of these Conditions, based on and in accordance with the Policyholder's fleet policy terms and conditions.

1.14 Accessories

Permanently mounted accessories and/or adjustments made to the standard equipment, not included in the catalogue price fixed by the manufacturer since they were purchased by the Lessor or the Managed Vehicle Owner on a separate basis. Categories of accessories include visual displays, audio and navigation systems as well as any additional devices or extra loading space. Additional premium shall be charged due to increased Insurer's exposure (the value of the accessories shall increase the sum insured determined in accordance with chosen variant in clause 1.25 or 1.26)

1.15 Optional VAT

Where, in accordance with the Insurance Agreement, VAT applies to the subject of insurance coverage and the sum insured, the insured value shall include VAT on the insured vehicle and its accessories. Where VAT is to be included in the amount of compensation, the premium charged is based on the VAT-inclusive value of the vehicle.

1.15(a) Where the person entitled to receive compensation is not a VAT taxable person and produces invoice(s) confirming the repair of a road damage, the Insurer is obliged to include VAT in the amount of the compensation.

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1.16 Replacement car

Replacement car is a motor vehicle used temporarily, only when the Insured Motor Vehicle may not be used due to a breakdown or because it was stolen, damaged or destroyed.

No damage to the Replacement car is covered under the Insurance Agreement. Though it can be potentially covered separately under an own-damage insurance agreement concluded by the entity providing the Replacement car. Subject to additional premium, the coverage of a Replacement car

may be extended in accordance with the terms of these Conditions, but only with respect to the difference (if any) between the Franchise deductible amount applicable to Insured Motor Vehicle and the Franchise deductible amount applicable to the Replacement car. In the case of an uncontrollable event covered by insurance within the meaning of these Conditions, the Insurer shall cover the difference in Franchise deductible amounts between the replacement car and the Insured Motor Vehicle. Extended coverage in this respect shall be provided for a maximum period of 30 days from the day when the uncontrollable event occurred, provided that additional premium is paid. The said extension of coverage shall only apply to risks indicated in these Conditions.

1.17 Insurance agreement expiry date

Expiry date is indicated in the Insurance Agreement. All covers shall terminate on expiry day at 24.00 hours.

1.18 Event or (road) accident

Event or a series of related events that result(s) in a loss of, or damage to, the Insured Motor Vehicle.

1.19 Insurance Agent

Insurance Agent acts on the behalf of the Insurer in accordance with the Polish Insurance Mediation Act of 22 May 2003 [Ustawa z dnia 22 maja 2003 r. o pośrednictwie ubezpieczeniowym] (unified text published in Dziennik Ustaw of 2014, Item 1450, as amended). The Insurance Agent acts in an agency capacity by soliciting customers, carrying out preliminary work aimed at the conclusion of insurance contracts, conclusion of Insurance contracts and participation in the administration and execution of such contracts.

1.19 (a) Assistance Operator

Natural or legal person appointed by the Insurer in pursuance of an appropriate power of attorney, entrusted with the provision of Assistance services in connection with a road damage.

1.20 Currency

All limits specified in these Conditions are net, in Polish zlotys (PLN).

1.21 Franchise deductible

Any amounts paid by the Insurer to cover the loss of, or damage to, the vehicle, shall be deducted by the amount of Franchise deductible. Franchise deductible is an amount, specified in the Insurance Agreement, which the Policyholder agrees to contribute to the costs of repairing the vehicle. The amounts paid out by the Insurer shall be deducted by the amount of Franchise deductible. Franchise deductible shall be applied separately to each Event that causes a damage, and separately to each Insured Motor Vehicle.

1.22 Integral Franchise

Any amounts paid by the Insurer to cover damage shall also be subject to Integral Franchise. Integral Franchise is an amount, specified in the Insurance Agreement, up to which the insurer's liability is excluded; only after that amount is exceeded is the Insurer liable for the entire value of the damage. Integral Franchise does not result in reducing compensation in the case of damage whose value exceed the amount of Integral Franchise. Integral Franchise shall be applied separately to each Event that causes a damage, and separately to each Insured Motor Vehicle.

1.23 Total Loss

Total loss is a destruction of the Insured Motor Vehicle or an extensive damage to such Insured Motor Vehicle, provided that the estimated costs of repair exceed 70% of the Insured Motor

Vehicle value at the time of the loss determined in accordance with the provisions of clause 1.25 or clause 1.26 of the Conditions. Costs of repair shall be assessed based on the vehicle manufacturer's technology. Such repair cost assessment shall be based on the generally accepted damage cost estimation principles, using such tools as the Audatex, EurotaxGLASS, INFO-EKSPERT software packages or other tools of similar functionality and shall include:

- a) costs of labour adequate for a repair facility authorised by the manufacturer of the Insured Motor Vehicle of a given make and model, closest to the place of the repair,
- b) prices of parts and materials of the vehicle manufacturer without taking account of normal wear and tear,
- c) Value Added Tax, subject to clause 1.15 of the Conditions.

1.24 Theft of the entire vehicle (Total theft)

Total theft of the entire vehicle shall mean total loss of possession of the Insured Motor Vehicle as a result of an act meeting one of the definitions included in the following provisions of the Act dated 6 June 1997 – Penal Code (published in Dziennik Ustaw of 1997, No. 88, Item 553, as amended) ("Penal Code"): Article 278 (theft of movables); Article 279 (theft involving burglary); Art.280 (theft involving robbery). Total theft of the entire vehicle shall not include the risk of embezzlement — as under Article 284 (embezzlement) of the Penal Code. For claims handling purposes, the above Criminal Code provisions shall also be used to define how the Insurer shall treat total thefts that occur outside the Republic of Poland.

1.24(a) Partial theft of the vehicle

Partial theft of the vehicle is a theft of a component of the Insured Motor Vehicle which is permanently mounted to the vehicle and is owned by the Insured.

1.25 Vehicle Market Value (for vehicles not owned by the Lessor)

The value determined by the Insurer on the basis of market price quotations for vehicles of a given make and model, taking into account individual features which include in particular the year of manufacture, date of first registration, installed equipment, mileage and overall technical condition of the vehicle. Any determined market value shall be applicable for the territory of the Republic of Poland. The basis of valuation of an Insured Motor Vehicle for the period within first 12 months from first registration with the relevant licensing authority is the invoice cost of the vehicle. The basis of valuation for vehicles after 12 months from first registration with the relevant licensing authority decreases in accordance with source indicated in the Insurance Agreement. Otherwise valuation will be provided by Audatex or EurotaxGlass or INFO-EXPERT system. In addition, this shall apply to clause 1.15

1.26 Vehicle Book Value (for vehicles owned by the Lessor)

The value of the vehicle corresponding to the vehicle's purchase price as recorded in the accounting books, reduced by depreciation write-offs.

1.27 "Europe"

This terms means the countries who participate in the Agreement between the National Insurers Bureaux of the Member States of the European Economic Area and other Associate States namely: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faro Islands), Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino), Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man).

1.28 Insurance Agreement

An insurance agreement in the meaning of Art. 805 of the Civil Code concluded between the Insurer and the Policyholder based on these Conditions with application of the General Fleet Insurance Agreement establishing the insurance coverage hereinafter referred to as the Insurance Agreement confirmed by the insurance policy.

Territorial limits of cover

Clause 2

2.1 Territory of cover.

Own damage cover is provided while the Insured Motor Vehicle is within the territory of Europe or Russia, Albania, Belarus, Bosnia & Herzegovina, Kosovo, Moldova, Montenegro, Serbia, Ukraine, Republic of Macedonia and Turkey or any other territory as agreed in writing by the Insurer during the Period of Insurance subject to the stipulation of art. 13.23.

Own damage cover shall also be provided while the motor vehicle is transported by ferry or rail between any European countries included in territory of cover.

Insurance agreement term, premium calculation and agreement termination

Clause 3

3.1 Insurance agreement term

Unless agreed otherwise, the Insurer's liability under this insurance cover shall commence from the day following the day when the Insurance Agreement is concluded. The Insurance Agreement may be concluded for a period of 12 months or for other agreed period of time, with the reservation that the contract performance shall be analysed and the premium may be adjusted on an annual basis thereafter (according to the stipulations of article 3.1.1 and clause 7) with no influence on continuity of the Insurance Agreement.

If the Policyholder chooses a flat premium scheme, a flat premium clause shall be added to General Fleet Insurance Agreement stipulating the conditions for the premium to remain flat (unchanged) for the entire period of lease or fleet management. The premium shall remain flat (unchanged) only if a loss ratio pre-agreed in the General Fleet Insurance Agreement is not exceeded within a given policy (calendar) year. The loss ratio shall be defined in the General Fleet Insurance Agreement. Other Insurance Agreement provisions may change during the period of lease or fleet management according to clause 7.1.

3.1.1 Renewal for the Insurance Agreement concluded on an annual basis thereafter.

Any adjustments of the premium or other insurance provisions (except for those mentioned in clause 7.3 can be implemented only as from the Insurance Agreement Renewal date, which is unless agreed otherwise, the 1st of January each year the agreement is in effect, irrespective of the date when the first vehicle has been included in the Insurance Agreement.

3.1.2 Flat premium agreement term

Flat Premium clause shall be included in the General Fleet Insurance Agreement.

Flat Premium clause shall ensure that an unchanged premium amount is charged throughout the term of the leasing agreement or fleet management agreement, with the two following conditions:

1) the basis for premium calculation, throughout the term of the leasing agreement or fleet management agreement shall remain unchanged.

2) the fleet's loss ratio may not exceed the level specified in the General Fleet Insurance Agreement, subject to clause 7.1 and 7.2 of these Conditions.

3.1.3 Basis for premium calculation

- a) for all brand new vehicles, as well as for vehicles owned by the Lessor from the date of purchase of a new vehicle, which were not insured by the Insurer from that date, the basis for insurance premium calculation shall be the invoice value of the newly purchased motor vehicle (with or without VAT, depending on whether VAT can be reclaimed by vehicle owner).
- b) for other vehicles, which were not insured by the Insurer from the date of purchase of a new vehicle, the basis for insurance rate calculation shall be the Vehicle Market Value at the date of effecting the Insurance Agreement, unless it has been agreed otherwise.

3.2 Insurance agreement termination

3.2.1 Withdrawal by the Policyholder

Policyholder may withdraw from the Insurance Agreement, if it is concluded for a period longer than 6 months, within 30 days after the date of concluding the Insurance Agreement, and if the withdrawing person is an entrepreneur — within 7 days after that date.

3.2.1.(a)

The cover for vehicle included in the Insurance Agreement shall also always expire:

- 1) upon expiration of the insurance period specified in the Insurance Agreement;
- 2) on payment of compensation for the total destruction or loss of the Insured Motor Vehicle;
- 3) on the day when the Insurer's notice of termination with immediate effect is served on the Policyholder where the Insurer's liability commences prior to the first payment of premium or instalment thereof and such premium or instalment thereof has not been timely paid;
- 4) in case of non-payment 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 a successive premium instalment posted after the payment date, where such demand includes an information stating that non-payment within 7 days of the receipt of the demand shall result in the cessation of the Insurer's liability;
- 5) on the day when the ownership of the Insured Motor Vehicle is transferred, unless the rights under the Insurance Agreement related to the given Insured Motor Vehicle are assigned to the entity acquiring the ownership right of the Insured Motor Vehicle;
- 6) after 30 days from when the vehicle is taken into possession and not registered in the Republic of Poland;
- 7) on the date of withdrawal from the Insurance Agreement,
- 8) on the date when non-covered damage involving the total and permanent loss of the vehicle has been documented,
- 9) on the day when the Policyholder or the Lessor no longer has an Insurable interest in continuing the protection of the insured vehicle.

3.2.2 Premium refund for unused insurance protection period

Where the insurance protection expires prior to the lapse of the period of time for which the Insurance Agreement has been concluded the Policyholder shall be entitled to the reimbursement of the premium for the period of the insurance protection which has not been used up. The Insurer shall refund the due amount within 30 days from the day following the day when insurance protection expired.

3.2.3 Agreement termination — obligations

The Policyholder shall immediately inform the Lessor/FMC about any notice of termination given to the Insurer, including the date when the Insurance Agreement expires.

3.2.4 Bankruptcy

In the case the Policyholder or the Insured declares bankruptcy, the Insurance Agreement shall expire following completion of the relevant proceedings initiated in accordance with the applicable provisions of the Polish law.

3.2.5 Using a Insured Motor Vehicle in a foreign country

The Policyholder shall be obliged to inform the Insurance Agent or the Insurer whenever the country of using the vehicle changes. Having been so informed, the Insurer may:

- 1) terminate the insurance protection in the case of a vehicle permanently used in a country other than the Republic of Poland,
- 2) increase the Franchise deductible amount applicable to the vehicle, and/or
- 3) adjust the premium amount, according to the respective increase in the risk of a damage, or in the costs of claim handling.

Inclusion of new vehicles

Clause 4

4.1 Inclusion of new vehicles

The Policyholder or the Insured shall report the inclusion in the fleet of new motor vehicle(s) to the Insurer or the Insurance Agent. The moment of effective inclusion a new vehicle is defined in the General Fleet Insurance Agreement.

4.2 Inclusion of new high-value vehicles

The fitting of a GPS (or similar) system, as one of three anti-theft systems in place, shall be required for the inclusion in the fleet of motor vehicles whose purchase price (for a new vehicle) is higher than PLN 300,000.00, net of tax. If the Policyholder, the Lessee or the Managed Vehicle Owner refuses to give his consent to do so, additional premium shall be charged or Franchise deductible for total theft of the vehicle shall be introduced. The additional premium shall be 2% of the net price of a new vehicle, it being noted that such premium shall be charged throughout the vehicle's insurance period; alternatively, fixed Franchise deductible may be introduced by the Insurer in the case of theft equal to 10% of the vehicle book value or market value at the time of the loss, depending on the selected insurance mode (according to clause 1.25 or clause 1.26 of these Conditions).

Motor vehicles with net value lower than 300.000 PLN but higher than 200.000 PLN, shall have to be equipped with three anti-theft devices (GPS or similar system for this net bracket values in optional).

If motor vehicle over 200.000 PLN and up to 300.000 PLN of net value is not equipped with three anti-theft devices then additional premium shall be charged in amount of 1.5% of net purchase price of insured vehicle for as long as vehicle is insured.

Motor vehicles with net value of over 70 000 PLN to 200 000 PLN will have to be equipped with at least two anti-theft devices.

Motor vehicles with net value up to 70 000 PLN will have to be equipped with at least one anti-theft device.

4.3 Risk acceptance

The Insurer reserves the right to refuse to accept certain vehicles or to impose additional conditions or additional premium.

The Insurer shall notify the Policyholder, the Lessor and the Managed Vehicle Owner of any such additional conditions or premium in writing, not later than within 30 days after having been notified of the vehicle's inclusion in the fleet. If a vehicle is not accepted by the Insurer, its insurance protection shall expire 7 days after the relevant notification sent by the Insurer reaches the Policyholder, the Lessor and the Managed Vehicle Owner. The notification has to be delivered either by registered mail or e-mail with confirmation of receipt by its authorised recipient. Authorised recipients shall include the fleet manager, the company's board of management or other persons authorised to assume obligations on behalf of the Policyholder, the Lessor or the Managed Vehicle Owner.

Conclusion of Insurance Agreement

Clause 5

5.1. The Insurance Agreement shall be concluded for the period of 12 months, unless the parties agree otherwise, subject to clause 3.1. of these Conditions.

5.2.1 The Insurer shall have the right to inspect the technical condition of the motor vehicle, its accessories, registration documents and other documents necessary to perform the risk assessment for an individual vehicle or a fleet. Upon demand of the Insurer, the Policyholder shall be obliged to disclose complete and true data in the insurance application form.

5.2.2 If the motor vehicle is to be covered under an Insurance Agreement for the first time, the Insurer may demand that a document confirming the origin of the vehicle be produced (e.g. an invoice, sales contract, and/or customs clearance form).

5.2.3. The Policyholder shall provide the Insurer with any and all information known to him and requested by the Insurer in the offer form or in any other documents prior to the conclusion of the agreement. If the Policyholder enters into the agreement through a representative, the said obligation shall also fall to such representative and shall additionally include all facts known to him. Where the Insurer enters into the agreement even though certain questions have not been answered, the omitted facts shall be considered as non-essential.

5.2.4 During the term of the Insurance Agreement, the Policyholder shall notify the Insurer of any changes to the facts referred to in clause 5.2.3, as soon as they are known to him.

5.2.5 If an Insurance Agreement is concluded for the account of a third party, the obligations referred to in clauses 5.2.3 and 5.2.4 shall bind both the Policyholder and the Insured, except where the Insured is not aware of the fact that the agreement was concluded for his account.

5.2.6 The Insurer shall not be liable for the consequences of any facts which, in infringement of clauses 5.2.3, 5.2.4 and 5.2.5, have not been reported to it. For the avoidance of doubt, where the infringement of the said clauses was intentional, the event provided for under the Insurance Agreement and its consequences shall be deemed to have resulted from the facts referred to in the preceding sentence.

5.3 Unless the parties agree otherwise, the Insurance Agreement shall be considered concluded from the moment when the Insurance Agreement is delivered to the Policyholder.

5.4. Insurance Agreement renewal may happen not later than 30 days before the expiration of the previous agreement. In the case of a renewal, the Insurer shall refrain from inspecting the motor vehicle.

Premium settlement

Clause 6

6.1 Payment

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.

6.2 Settlement of accounting records

The Insurance Agent shall be responsible for premium collection, premium transfer and settlement of accounting records between the Policyholder and the Insurer.

6.3 Debt collection

All costs of debt collection related to premium non-payment, both court fees and extrajudicial costs, shall be paid by the Policyholder who failed to make the relevant payment.

6.4 End of cover

At the end of the Insurance Agreement term, the Policyholder shall remain obliged to make any overdue payments and to pay any amounts due in other cases described in these Conditions. The Insurer shall refund any overpaid premium within 30 days of when the insurance cover ends.

Adjustments of premium, rates and insurance conditions

Clause 7

7.1 Premium adjustment at Insurance Agreement Renewal date.

On the Insurance Agreement Renewal date, the Insurer shall be entitled to adjust the premium level and the scope of covers. The Insurer shall notify the Policyholder in writing about any premium adjustments applicable to the renewed Insurance Agreement, 30 days prior to the renewal date. Prior to the agreement renewal, the Insurer shall provide the Policyholder with the General Terms and Conditions of Insurance, whether or not any changes have been made thereto.

7.2 Agreed loss ratio

The loss ratio shall be calculated as a ratio between the amount of compensation paid, recoveries and reserves for future compensation payments vs. the amount of premium paid. For the purposes of loss ratio calculation, the loss ratio figures shall be taken into account preceding the time of loss ratio calculation for the period of previous 22 months. In the situation when Insured is new to Insurer, the time for loss ratio calculation can be made for a shorter period of time when both parties agree to that in the Insurance Agreement, however not shorter than 6 months.

7.3 Adjustments during the term of the agreement

If during the effective term of the Insurance Agreement in a given calendar year, the level of the loss ratio (calculated as a ratio between the amount of compensation paid, including recoveries and reserves for future compensation payments, and the amount of premium collected), at any time during the agreement's term, exceeds 200%, the Insurer shall have the right to adjust the level of premium in the Insurance Agreement. Such adjustments shall take effect 30 days after a written notice to that effect is delivered by the Insurer to the Policyholder. The adjustments made

during the term of the agreement may not be affected more frequently than once in each calendar year of the Insurance Agreement's term. The adjustments made during the term of the agreement may only affect the Policyholders who, prior to concluding the Insurance Agreement, did not provide the Agent with a record of loss ratio figures (reliable data referred to in clause 7.2 above) of the insured fleet for the period of 2 years preceding the conclusion of the agreement. In the case of the above-mentioned adjustment of the level of premium the Policyholder shall have a right to terminate with immediate effect the Insurance Agreement within 14 days from the request of the Insurer to increase the level of premium.

7.4 Notifications

If the Policyholder does not accept the adjustment of the premium level indicated in clause 7.1 of the Conditions it should notify the Insurer about this fact within 30 days. The General Fleet Insurance Agreement expires as of the earlier from the following two dates: as of the date of expiry of the vehicle management agreement concluded with the Policyholder or the closest Renewal date, as of which the adjustments would become binding (clause 7.1) and no new Insurance Agreement is concluded.

Clause 8

8.1 Vehicle loss or damage report

The Policyholder and/or the Authorised Driver shall report the damage to the Insured Motor Vehicle directly to the assigned and appointed Claims Handler within 14 days of when the damage occurred, or immediately after it came to the Eligible Driver's attention. The Authorised Driver shall report any damage of substantial value - which shall include any damage whose value, according to the driver's subjective assessment, exceeds PLN 10,000.00 - to the local police, and shall obtain from the police an official on-site report specifying the degree of culpability of those involved in the event and all essential circumstances thereof. The damage may be reported over the phone to the Claims Handler, or in writing, in the selected repair facility in which the vehicle is being repaired, using a standard damage report form.

8.2 Obligation to reduce the damage

In the case of an accident, the Policyholder and/or the Authorised Driver shall use all available means to save the subject of insurance coverage and to prevent or reduce the damage, and to secure the available means of redress against those responsible for the damage.

8.2.1 Where, by his intentional fault or gross negligence, the Policyholder and/or the Authorised Driver has failed to take the measures referred to in clause 8.2, the Insurer shall be relieved of liability for the resulting damage.

8.2.2 Subject to the limit of the sum insured, the Insurer shall reimburse for the expenses incurred in taking the measures referred to in clause 8.2, provided that the measures applied were expedient, even if they prove to have been ineffective.

In the case of an Insurance Agreement concluded for the account of a third party, the provisions of clauses 8.2, 8.2.1 and 8.2.2 shall also apply to the Insured.

8.3. Cooperation in claim handling

The Policyholder and/or the Authorised Driver shall provide the Claim Handler with any information, evidence and authorisation relating to the accident/collision or the loss of the vehicle and, if so requested by the Claim Handler or the Insurer, shall assist the Claim Handler or the Insurer in verifying the facts of the Event or (road) accident and enforcing any claims the Claim

Handler or the Insurer may have, and shall refrain from any action whatsoever which may be detrimental to the Insurer's interests.

8.4 Theft of the vehicle/ Partial Theft/ Vandalism

The Insured and/or the Authorised Driver shall immediately, but, in any case not later than 24 hours from the time of discovery, report any theft or embezzlement of, or intentional damage to, the Insured Motor Vehicle, to the local police and to the Claims Handler, and shall assure all possible cooperation in detecting and recovering the vehicle or determining the perpetrator of the damage. Notifying the Police about the damage caused by acts of vandalism is required in particular if the estimated value of repairs exceeds PLN 1000.

8.5 False information

Where the Policyholder and the Insured have failed to notify the Insurer about the accident within the required time by intentional fault or gross negligence, the Insurer may reduce the performance appropriately, if the above failure contributed to the increase in the damage or made it impossible for the Insurer to establish the circumstances and consequences of the accident. The consequences of the failure to notify the Insurer of an accident shall not come into being if the Insurer, within a time limit set for notification, has received information on the circumstances which he was to be informed of.

The Policyholder and the Insured shall be obliged to provide the Insurer with information on any circumstances known to them which the Insurer asked for in the offer form or prior to the Insurance Agreement's conclusion in other letters. If the Policyholder concludes the Insurance Agreement by a representative, such a duty shall burden the representative as well and it shall, moreover, comprise the circumstances known to him. Where the Policyholder concludes the Insurance Agreement despite the lack of answer to the respective questions, the circumstances which have been omitted shall be presumed to be irrelevant. If it has been reserved in the Insurance Agreement that in the course of its duration the Policyholder and the Insured shall report changes of circumstances set out in the preceding paragraph, the Policyholder and the Insured shall be obliged to notify the Insurer on these changes immediately after having received information of such changes.. The Insurer shall not be held liable for the consequences of the circumstances which have not been announced to him in violation of the preceding sentences. If the violation of the preceding sentences has been caused by intentional fault, in the case of doubt, it shall be deemed that an accident envisaged by the Insurance Agreement and its consequences are the results of the circumstances referred to in the preceding sentence.

8.6 Claims handling

After receiving a notice on occurrence of an accident covered by the insurance, within 7 days from such receipt, the Insurer shall inform the Policyholder or the Insured about that notice, unless they are the ones providing such a notice, and the Insurer undertakes proceedings leading to establishing of factual circumstances of the accident, legitimacy of the declared claims and the value of compensation, as well as informs the person filing the claim in writing or in another way agreed by that person, what documents are indispensable for establishing legitimacy of the Insurer's liability and the value of compensation if this is necessary for further proceedings. Occurrence of the accident may also be notified by the Insured or its inheritors. If the Insurer cannot pay compensation or performance within the deadline stipulated in the law or in the Insurance Agreement, the Insurer notifies in writing:

- 1) the person filing the claim and
 - 2) 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
- on circumstances for inability to satisfy in full or partial its claim, and pays out the undisputed portion of the compensation.

If the person filing the claim is not entitled to receive a compensation in full or the value of the compensation is different than in the declared claim, the Insurer notifies in writing:

- 1) the person filing the claim and
 - 2) 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
- on circumstances and legal basis for full or partial rejection of payment of compensation. Such information shall include instruction on possible judicial enforcement of claims.

8.7 Provision of documentation

The Insurer shall make available to the Policyholder, the Insured, the person filing the claim and the person authorized from the Insurance Agreement information and documents gathered in order to establish liability of the Insurer or the value of compensation. Such persons may demand a written confirmation of the data which were made available, and to make copies of such documentation at their cost and certify them by the Insurer as being true copies of originals. On demand, the Insurer shall make available all the above mentioned information and documents in an electronic form.

Claim settlement

Clause 9

9.1 General

The compensation paid out by the Insurer cannot be higher than the loss incurred. The Policyholder and/or the Authorised Driver shall at all times be obliged to act in accordance with the instructions given by the Insurer and the appointed Claims Handler. The Insurer pay compensation on the basis of acknowledging the claim of the person authorized from the Insurance Agreement in result of findings made in own proceedings performed according to clause 8.6, an arrangement with such the authorized person or a final court or arbitration verdict.

9.2 Leased vehicle

Where the Insured Motor Vehicle is owned by the Lessor and the Lessor is the Insured any amounts payable for any loss or damage under the Insurance Agreement shall accrue to the Lessor, in which case the Insurer shall be deemed to have compensated the Policyholder (if it is not the Lessor) and the Lessee as well.

9.3 Payment terms

9.3.1 The Insurer shall pay out the compensation within 30 days of when the notification about the insured event is received, in accordance with the relevant provisions of the [Polish] Civil Code and the [Polish] Insurance Activity Act.

9.3.2 Where explaining the circumstances necessary for establishing the Insurer's liability or calculating the performance's amount has proven impossible within the above-mentioned time limit, the performance should be rendered within 14 days from the day on which, while having observed due diligence, the explanation of these circumstances has become possible.. However, the undisputed portion of the benefit shall be paid by the Insurer within the time-limit referred to in clause 9.3.1.

9.4 Survey and repair

The Authorised Driver shall give the Insurer every opportunity to have the damage surveyed by one or more expert(s) before the repair begins. However, the Insured shall be entitled to

- 1) Have any damage to the Insured Motor Vehicle, whose value is lower than PLN 5,000, net, repaired immediately based on the pictures of the damage and cost calculation approved by a damage surveyor or claim handler.
- 2) Have an emergency repair carried out (which shall also include temporary minor repairs), should the damage be of such a nature that further driving is impossible or causes danger to the traffic or the Insured Motor Vehicle itself.

9.5 Place of repair

The Insurer shall be entitled to select and appoint the vehicle repair facility. Repairs carried out in any other facilities must be previously authorised by the Claims Handler.

9.6 Payment of compensation

9.6.1 Where compensation is paid as a result of the total loss of the insured vehicle, the compensation paid by the Insurer shall be calculated as a differential between the book value of the vehicle as at the day of the event and the value of the wreck, as sold by the Lessor. In the case of vehicles owned by the Managed Vehicle Owner, the rules governing the payment of compensation shall be set forth in the Insurance Agreement. No compensation shall be paid before and unless the Lessee and the Lessor or the Managed Vehicle Owner hands over the relevant insured vehicle's registration documents (Registration Card, Vehicle identity Card and/or Title of ownership document) to the Insurer.

9.6.2 Payments of compensation under an own damage Insurance Agreement shall at all times be made by the Insurer to the Lessor or the Managed Vehicle Owner.

Subrogation

Clause 10

At the time when compensation for damage to the vehicle is paid out, the Insurer shall be subrogated to the rights of the Insured vis-a-vis third parties responsible for the loss, up to the amount of the compensation paid. The Insurer shall also be so subrogated in the case of a damage caused by a theft, if, following the payment of compensation, the Insured Motor Vehicle is recovered at a later date. The Insured shall be obliged to assist the Insurer in its attempts to recover the damage from third parties. The Insured's and the Policyholder's interests shall have priority of payment over the Insurer's interests vis-a-vis a third party with respect to an unpaid portion of a claim.

In case the Policyholder or the Insured is a natural person, the Insurer will not enter into Policyholder's and the Insured's claim against any person maintaining a common household with the Policyholder or the Insured, unless the loss was done intentionally.

Right of recovery – parking and repairs

Clause 11

Recovery when the Insured Motor Vehicle is damaged while parked or left for a repair. Should the Insurer be found liable to pay compensation for any loss or damage under these Conditions that results from an insurable event that occurred during the term of the Insurance Agreement, at the time when the Insured Motor Vehicle was parked for a fee or handed over to a garage or repair facility for repairs, maintenance or any other form of vehicle handling, the Insurer reserves the right to proceed with a recovery against any liable legal or natural person who had custody over the Insured Motor Vehicle when the loss or damage occurred. Provisions of clause 10

shall be applied respectively. The person(s) having custody over the Insured Motor Vehicles shall not be considered as insured person(s) within the meaning of these Conditions.

Scope of insurance cover

Clause 12

The scope of cover under these Conditions shall extend to the loss of a vehicle or a damage to the Insured Motor Vehicle. The cover may also be extended to include the difference in the amount of Franchise as between the Insured Motor Vehicle and a replacement car (in accordance with clause 1.16 of these Conditions, subject to additional premium). The Insurer shall be liable for the loss of a vehicle or any damage that are an immediate consequence of the following risks, defined in this clause as:

12.1 Fire or a thermal/chemical factor

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.

12.2 Theft

Theft of the Insured Motor Vehicle or an attempted theft, including any damage inflicted on the Insured Motor Vehicle in connection with an attempted theft. The cover of the risk of theft shall also include the theft of an entire vehicle or any permanently mounted equipment components. The cover of the risk of theft shall also include the general risk of robbery. It shall be agreed that damage caused by the Lessee, the Managed Vehicle Owner or his employees shall be excluded from the insurance cover.

12.3 Window breakage

Window including Glass Sunroof breakage or crack not resulting from other damage-causing factors affecting the insured vehicle, including damage caused by the broken glass.

12.4 Winds and windstorms

Objects falling (over) on the Insured Motor Vehicle or a vehicle turning over as a result of a wind or windstorm

12.5 Natural disasters

Hail, floods (by which shall be understood dikes, quays, locks or other dams collapsing or overflowing), tidal wave, inundation, volcanic eruption, earthquake, landslide, cave-in, avalanches, falling stones or other falling objects or any other natural forces of sudden nature.

12.6 Animals

Collisions with birds or animals, but only insofar as the damage is caused directly by physical contact with the animal.

12.7 Aircrafts

Falling aircrafts and other flying objects or their parts, as well as objects which fell out of an aircraft or any other flying object.

12.8 Transport

External event occurring when the Insured Motor Vehicle was handed over to a haulage business to be transported by another motor vehicle, train or ferry, with the exclusion of damage caused during hoisting and towing and of damage such as scratches, grazes or other damage to paintwork.

12.9 Collisions and accidents

Collisions and accidents involving other vehicles or objects, overturns, skidding off the road, falling into the water and accidents involving pedestrians.

12.10 Acts of vandalism

Intentional and malicious damage inflicted on the Insured Motor Vehicle by a third party.

12.11 Manufacturing defects (consequential loss) The events mentioned in clauses 12.1-12.9 of these Conditions shall also be covered if they result from a manufacturing defect of the insured vehicle.

12.12 Parking damage

Damage to an Insured Motor Vehicle caused by a third party, where the guilty party has not been identified.

12.13 Ex-gratia

Other kinds of sudden and unforeseeable external events relating to the Insured Motor Vehicle, resulting in a damage to, or loss of, the insured vehicle, where a voluntary payment may be made by the Insurer without recognizing any liability or legal obligations (ex-gratia).

Exclusion of liability

Clause 13

The cover provided hereunder shall exclude vehicles used solely for the purposes of transporting liquid fuels, gas, explosive and/or chemical substances, military vehicles, as well as the following events.

13.1 Willful intent and/or gross negligence

The cover provided hereunder shall exclude the loss of an Insured Motor Vehicle or damage caused intentionally by the Policyholder or the Insured, as a result of the Policyholder's or the Insured's and/or Authorised Driver's gross negligence.

The driver's gross negligence shall include, but is not restricted to:

- driving while doors and/or covers of the Insured Vehicle are open or not properly closed;
- driving through or under doors, gates, bridges, trees and any other obstacles of clearance smaller, than the outline of the vehicle, including all its' elements like mirrors, aerial, roof boxes and racks with any items carried on it, etc.
- not securing the Insured Vehicle from rolling, while stopped and/or parked on a sloping surface

13.2 Competitive activities and proficiency training courses

Any loss of, or damage to, the vehicle, caused during preparation to, or participation in, any speed race rallies or outside the scope of ordinary performance tests shall be excluded from cover. Damage resulting from participation in driving proficiency training courses organized in Poland may be covered only subject to the prior written consent of the Insurer, and subject to additional premium.

13.3 Driving under influence of alcohol or in a state of intoxication

Any loss or damage taking place when the actual driver is under the influence of alcohol or any other intoxicating substance to the extent that driving the Insured Motor Vehicle is forbidden by law, shall be excluded from cover.

13.4 Non-authorized driver Any loss or damage caused by a driver who is not authorised to drive the vehicle by the Policyholder in accordance with its fleet policy, or by the person entitled to authorised vehicle drivers, shall be excluded from cover.

13.5 Non-authorized use of Insured Motor Vehicle

Any loss or damage inflicted on the Insured Motor Vehicle by any person other than the authorised driver(s), or as a result of using the Insured Motor Vehicle for any purpose other than that permitted by law, shall be excluded from cover.

13.6 Non-licensed driver

Excluded from cover shall be any loss or damage caused by the person actually driving the Insured Motor Vehicle, where such person:

- 1) is not entitled to drive the vehicle on the basis of Polish Motor Legislation,
- 2) does not meet the requirements laid down in the driving license,
- 3) has been disqualified from driving, and his/her driving license has been temporarily suspended,
- 4) has been under obligation to return his/her driving license to the competent authority.

13.7 Rental, paid transport

Any loss or damage caused when the Insured Motor Vehicle was rented or used for a fee shall be excluded from cover. Carrying passengers between their domicile and their workplace within Poland, where such passengers contribute to the costs of transport (carpooling), shall not be regarded as paid transport.

13.8 Vehicle Seizure

Any loss or damage caused after the Insured Motor Vehicle has been seized, claimed by, or used by virtue of a decision of, a Polish or foreign governmental or enforcement authority, shall be excluded from cover.

13.9 Acts of war

Any loss or damage resulting from any armed conflicts, acts of terrorism, civil wars, uprisings, civil unrest, internal civil commotion, mutiny shall be excluded from cover.

'Armed conflict' means a situation in which states or other organized parties fight against each other by way of military force. Armed conflicts shall also include any military confrontation of the United Nations' Peace Force.

'Civil war' means an organized, violent conflict between inhabitants of the same state in which a substantial part of inhabitants of that state are involved.

'Insurrections or uprisings' mean an organized, violent resistance within a state directed against its civil authorities.

'Civil unrest' means organized acts of violence at different locations within a state.

'Internal civil commotion' means less organized local movement of violent nature directed against the civil authorities.

'Mutiny' means a more or less organized violent movement of its participants with a certain degree of armed power, directed against the authority to which they had been subjected.

13.10 Nuclear reactions and radiation

Any loss or damage caused by, occurring during or resulting from nuclear reactions, whatever may be their source, shall be excluded from cover.

13.11 Decrease in commercial value

Decrease in market value of the Insured Motor Vehicle resulting from a prior loss of or damage to the Insured Motor Vehicle shall be excluded from cover.

13.12 Manufacturing defect

Damage caused by a manufacturing defect other than that referred to in clause 12.11, to the insured vehicle. This exclusion shall not apply where a damage was caused by manufacturing defects which led to the events referred to in clauses 12.1 and 12.9 of these Conditions.

13.13 Technical damage due to improper use

Any damage sustained to the technical part of the Insured Motor Vehicle, such as for instance the engine, the gear box and electronic systems, as a result of a shortage of motor oil, lubricants, coolants, as well as any damage caused by an improper use, shall be excluded from cover. Improper use shall include using the wrong fuel for the Insured Motor Vehicle, driving the car in the water thereby causing an engine breakdown, etc., as well as any failure to follow the manufacturer's instructions.

Excluded shall be also any damage to the Insured Vehicle resulting from its contact with not attached properly external equipment / parts, like mirrors, aerials, roof boxes and racks, as well as any items carried inside or outside of the Insured Vehicle (e.g. bicycles).

This exclusion shall not apply in the case of any damage caused by an event referred to in clause 12.1 of these Conditions.

13.14 Frost damage

Any damage to the Insured Motor Vehicle directly caused by frost shall be excluded from cover, unless the occurrence of frost results following an insurable event. The exclusion shall not apply to the Assistance Coverage referred to in clause 16 of these Conditions.

13.15 Loss or theft of documents, keys, number plates

The costs of having new vehicle documents issued and new number plates ordered, as a result of a loss of such documents and number plates belonging to the insured, shall be excluded from cover.

The insurance shall cover the costs of car locks replacement and/or replacement of key(s) associated with same after the key(s) have(s) been stolen, subject to Franchise deductible.

13.16 Theft of audio or audiovisual equipment

Losses sustained as a result of the theft of audio or audiovisual equipment not permanently mounted in the Insured Motor Vehicle, or of a part not permanently fitted in the Insured Motor Vehicle, where the corresponding removable (control) panel or any form of key or security card cannot be shown after the theft, shall be excluded from cover.

13.17 Losses resulting from embezzlement

Any loss of or damage to the Insured Motor Vehicle resulting from embezzlement shall be excluded from cover.

13.18 Aesthetic damage

Damage in the form of scratches on the paintwork, as well as aesthetic damage caused by chemical reactions, e.g. with birds' dropping, or so called surface pits caused by plant sap, shall be excluded from cover. This exclusion shall not prevent using, while paintwork is being done, a replacement car provided as part of the Assistance cover under clause 16.

13.19 Excessive wear and tear

Any damage to the Insured Motor Vehicle returned to the Lessor at the end of the leasing period shall be excluded from cover, unless such damage are reported to the Insurer during the term of the Insurance Agreement, subject to clause 8.1 of these Conditions

13.20 Branding

Any loss of or damage to company branding placed on the Insured Motor Vehicle shall be excluded from cover.

13.21 Theft of vehicle with registration documents Cover for the theft of the vehicle will be restricted under this policy if the Insured Motor Vehicle's registration documents:

- were left inside of the car at the time of loss of vehicle;
- were not secured properly outside of the Insured Motor Vehicle and / or left without control in a place accessible for unauthorized persons at the time of their loss;
- have not been reported to the insurer and / or police within 24 hours on discovery;

However the cover will apply if documents were stolen at the same time as the Insured Motor Vehicle and when threatening and/or excessive force was used.

13.22 Items in the vehicle

Any items kept inside the Insured Motor Vehicle other than permanently mounted equipment shall be excluded from cover.

13.23 Territorial exclusions

Any total thefts of entire Insured Motor Vehicle that occurs in: Albania, Byelorussia, Bosnia and Herzegovina, Macedonia, Moldova, Russia and Ukraine are excluded unless additional premium is paid.

Limits of Insurer's liability – sum insured

Clause 14

14.1. The total amount of the Insurer's liability for any loss or damage to the Insured Motor Vehicle shall not exceed the sum insured specified as at the day when compensation amount is determined (depending on the option, according to clause 1.25 or 1.26), and shall not be higher than the sum insured specified in the Insurance Agreement.

14.2. The amount of the established compensation for a damage to accessories shall not exceed the value of accessories described in the Insurance Agreement.

Disclosure duty towards the Insured

Clause 15

The Insurer shall notify the Policyholder and the Insured immediately of any changes to the Insurance Agreement whereby the scope of the cover or premium amount are affected, or agreement termination is decided, at least 30 days prior to such changes or termination.

Road Assistance

Clause 16

The territorial cover of the Road Assistance insurance is specified in clause 2.1.

The Road Assistance insurance period shall correspond to the period of the own damage cover.

The Road Assistance insurance shall cover the following risks:

16.1 Breakdown of the Insured Motor Vehicle which renders further journey, or reaching the nearest repair facility in which such breakdown could be repaired, impossible;

16.2 Immobilization of the vehicle as a result of damage referred to in clause 12 of these Conditions, cracked or broken windshield or inappropriate tyre pressure, rendering the Insured Motor Vehicle non-drivable, where driving to the nearest repair facility in which such breakdown could be repaired entails a certain risk;

16.3 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;

16.4 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.

16.5 The following four options of the Road Assistance cover shall be available:

i. **"Basic"** Option shall include: road assistance service;
towing to the nearest approved repair facility having an appropriate agreement with the FMC or the Lessor. If no such repair facility is available - towing to an authorised repair facility of a given make.

ii. **"3 days"** Option shall include: road assistance service;

ii.i towing to the nearest approved repair facility having an appropriate agreement with the FMC or the Lessor. If no such repair facility is available - towing to an authorised repair facility of a given make.

"3 days" Option shall also include:

ii.ii transporting the user back to his place of residence (railway — 1st class, taxi, airplane — economy class); or

ii.iii continuation of journey (railway — 1st class, taxi, airplane — economy class), or

ii.iv emergency accommodation in a hotel (hotel category ***) for the maximum period of 3 nights, or

ii.v a replacement car (of equivalent class, if available) for the maximum period of 3 days, if the repair cannot be completed on the same business day, including the costs of delivering such a car to the place indicated by the User and the costs of collecting the replacement car from the repair facility, and in the case of a total loss — the costs of collecting the replacement car from the client's place of residence.

iii. **"5 days"** Option shall include:

iii.i road assistance service;

towing to the nearest approved repair facility having an appropriate agreement with the FMC or the Lessor. If no such repair facility is available - towing to an authorised repair facility of a given make.

"5 days" Option shall also include:

iii.ii transporting the user back to his place of residence (railway — 1st class, taxi, airplane - economy class); or

iii.iii continuation of journey (railway — 1st class, taxi, airplane — economy class), or

iii.iv emergency accommodation in a hotel (hotel category ***) for the maximum period of 5 nights, or

iii.v a replacement car (of equivalent class, if available) for the maximum period of 5 days, if the repair cannot be completed on the same business day, including the costs of delivering such a car to the place indicated by the user and the costs of collecting the replacement car from the repair facility, and in the case of a total loss — the costs of collecting the replacement car from the client's place of residence.

iv. **"10 days"** Option shall include: iv.i road assistance service; towing to the nearest approved repair facility having an appropriate agreement with the FMC or the Lessor. If no such repair facility is available - towing to an authorised repair facility of a given make. iv.ii transporting the user back to his place of residence (Railway — 1st class, taxi, airplane - economy class), or iv.iii continuation of journey (Railway — 1st class, taxi, airplane - economy class), or iv.iv emergency accommodation in a hotel (Hotel category ***), for the maximum period of 5 nights; or iv.v a replacement car (of equivalent class, if available) for the maximum period of 10 days, if the repair cannot be completed on the same business day, including the costs of delivering such a car to the place indicated by the user and the costs of collecting the replacement car from the repair facility and in the case of a total loss — the costs of collecting the replacement car from the client's place of residence.

v. **"FULL MOBILITY"** Option shall include: iv.i road assistance service;

v.i towing to the nearest approved repair facility having an appropriate agreement with the FMC or the Lessor. If no such repair facility is available - towing to an authorised repair facility of a given make. "FULL MOBILITY" Option shall also include:

v.ii transporting the user back to his place of residence (railway — 1st class, taxi, airplane - economy class); or

v.iii continuation of journey (railway — 1st class, taxi, airplane — economy class), or

v.iv emergency accommodation in a hotel (category ***) for the maximum period of 5 nights, or

v.v a replacement car (of equivalent class, if available) made available if the repair cannot be completed on the same business day, until the vehicle has been repaired. In the case of a total loss, a replacement car shall be available for the maximum period of 14 days, including the day when the vehicle became non-drivable due to the insurable event, and in the case of a theft of the entire vehicle — for the maximum period of 30 days starting from the day when the theft was first discovered. The insured costs shall include the costs of delivering the car to the place indicated by the user and the costs of collecting the replacement car from the repair facility, and in the case of a total loss — the costs of collecting the replacement car from the client's place of residence. In exceptional cases, services separated by the word "or" above in this section may be provided cumulatively on an "ex gratia" basis.

16.6 This Assistance insurance program shall be operated by the assigned Road Assistance Operator.

16.7 The form of the Assistance service covered under the relevant Assistance option specified in the agreement shall be selected by the Authorised Driver, while the means of transport shall be selected by the assigned Road Assistance Operator, it being noted that the replacement vehicle

provided may not be of higher class than the Insured Motor Vehicle, and for passenger vehicles cannot exceed an engine capacity of 2000 cm and cannot be higher than "D" segment and in respect of commercial vehicles cannot exceed an engine capacity of 3000 cm and cannot exceed a maximum vehicle weight of 3.5 tones.

16.8 Using a taxi as the means of transport shall be permissible solely within a city zone, unless no alternative means of transport reaches a place located outside of the city zone.

16.9 Using publicly available transport services shall be permissible where the Policyholder's registered office or the Authorised Driver's place of residence is located outside the town or city in which the event covered by the Assistance insurance occurred.

16.10 Using an airplane shall be permissible only where the event covered by this Assistance insurance program occurs outside the Republic of Poland, at least 1,000 km away from the Policyholder's registered office.

16.11 The costs of collecting and delivering the repaired Insured Motor Vehicle and the costs of collecting the replacement car shall be covered by the Insurer if the repair facility is located at least 100 km away from the user's place of residence.

16.12 The Road Assistance Operator shall be fully liable in addition to the Insurer for the services provided as part of the Assistance insurance.

16.13 The Insurer reserves the right to verify the submitted invoices, including as regards the towing distance and the choice of means of transport.

16.14 The Insurer shall not cover own-damage insurance costs of the replacement car, nor shall it cover the maintenance costs (fluids, petrol, lubricants, etc.).

16.15 The Insurer shall not cover the costs of parts or modules replacements in the event of any breakdown which is not consequent upon events stipulated in clause 16.2 of these Conditions.

Notices and statements

Clause 17

17.1. Notices and statements given and made under an Insurance Agreement by the parties or any persons mentioned in these Conditions should be executed in writing and in accordance with the provisions of these Conditions.

17.2 Except for complaints indicated in clause 18.9, notices and statements made and given to the Insurer shall be addressed to the Claim Handler referred to in clause 18.6 hereof, or to the Insurance Agent referred to in clause 18.7 hereof, except where a lawsuit against the Insurer is filed in state court.

17.3 Notices and statements made and given to parties or persons mentioned in these Conditions, other than the Insurer, shall be validly given if posted to the most recent address of those parties or persons known to the Insurer.

Final provisions

Clause 18

18.1 Disputes

The Insurance Agreement shall be governed by Polish law.

18.2 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 agreements 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 an insurance agreement has its domicile.

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

18.4 Independent handling of complaints

The Insurance Ombudsman Office

Al. Jerozolimskie 87
02-001 Warszawa
Tel. (22) 333 73 26; -27; -28

18.5 The Insurer

Euro Insurances Limited

Block C, Central Park, Leopardstown
Dublin 18, Ireland
Tel. (353) 1680 4160

18.6 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. Domaniewska 52
00-672 Warszawa
Tel. +48 (22) 335 16 82

18.7 The Insurance Agent

LeasePlan Fleet Management Sp. z o.o.

District Court in Warsaw
Entry number in the National Court Register (KRS): 0000093257
Initial capital: PLN 162,356,000.00
Tax ident. number (NIP): 951-19-98-872
ul. Domaniewska 52
00-672 Warszawa
Tel. +48 (22) 335 16 66

or



OWN DAMAGE INSURANCE with ROAD SERVICE ASSISTANCE ODPL0606
General Terms and Conditions of Insurance

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. Domaniewska 52

00-672 Warszawa

Tel. +48 (22) 335 16 82

18.8 Assistance Operator

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. Domaniewska 52

00-672 Warszawa

Tel. +48 (22) 335 16 82

18.9 Complaints of individuals being customers

Individuals being the Policyholders, the Insured or beneficiaries from the Insurance Agreement can file complaints with each organizational unit of the Insurer serving customers. 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.

These Conditions are effective as of 2016-03-01.

Managing Director

Hessel Kaastra

Director of Finance

Valerie McMullan