

Motor Vehicle Third-Party Liability Insurance

Document containing information about the insurance policy



GREENVAL INSURANCE DAC
BNP PARIBAS GROUP

Insurer: Greenval Insurance DAC (hereinafter "Greenval")
registered in Ireland, Licence No. C45741, Central Bank of Ireland

Product: Motor vehicle civil liability
insurance

Full pre-contractual and contractual information regarding this insurance product is contained in the Compulsory Insurance Act, the Polish Motor Insurers' Bureau and the Insurance Guarantee Fund (hereinafter referred to as "the Act") and in the document confirming the signing of the insurance contract.

What type of insurance is it?

Compulsory third-party liability insurance for owners of motor vehicles – Section II, Group 10 according to the Annex to the Act of 11 September 2015 on insurance and reinsurance.



What is covered?

- ✓ The insurance covers the civil liability of the owner and/or driver of the vehicle for damages caused to third parties in connection with the use of the vehicle covered by the contract.
- ✓ Greenval is liable for damage caused during and in connection with the use of the vehicle, getting in or out of the vehicle, direct loading or unloading of the vehicle, and damage to the vehicle when stationary or parked.
- ✓ The insurance covers losses resulting from death, bodily injury, health disorder, or loss, destruction or damage to property.
- ✓ Greenval shall be liable up to the amount specified in the insurance contract of the guarantee sum, which in relation to one event, regardless of the number of casualties, cannot be less than the equivalent in PLN of:
 - Euro 5,000,000 – in the case of personal injury
 - Euro 1,000,000 – in the case of property damage
- ✓ For losses sustained in countries other than the Republic of Poland, but where insurance cover applies, Greenval shall be liable up to the amount of the guarantee sum specified in that country's legislation, but not lower than the sum specified above.



What is not covered?

- The insurance does not cover, among other things, losses:
- ✗ relating to a breakdown of the vehicle
 - ✗ due to damage to the vehicle specified in the motor vehicle third-party insurance contract document.



What are the limitations of insurance cover?

The main exclusions of liability include, but are not limited to, the following

- ! causing deliberate damage, in a state of intoxication or under the influence of alcohol or after the use of intoxicants by the driver,
- ! taking possession of the vehicle by the driver as a result of committing an offence,
- ! the driver not possessing the required licence to drive the motor vehicle,
- ! the driver fleeing the scene of an accident.



Where is insurance compulsory?



Insurance is compulsory in Poland, the other countries of the European Union plus Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.



What are the responsibilities of the insured?

- **Prior to signing the contract:**
 - to inform Greenval about all known circumstances that Greenval had asked about prior to signature of the contract;
- **During the term of the insurance contract:**
 - inform Greenval without delay about any change in circumstances about which they had asked prior to signature of the contract,
 - when selling the vehicle, inform Greenval about it within 14 days and give details of the purchaser.
- **In the event of any incident, the insured is obliged to:**
 - use available means to ensure safety at the scene of an accident and, as far as possible, prevent an increase in damage,
 - seek to mitigate the consequences of the accident and provide medical assistance to injured parties and secure their property – as far as possible,
 - immediately notify the police if there have been any injuries in the accident or if the circumstances of the accident indicate that a crime may have been involved,
 - provide other parties to the accident with contact information for Greenval and details of the third party motor insurance contract,
 - immediately notify Greenval of the accident, provide the necessary explanations and provide available information.



How and when should premiums be paid?

The premium may be paid as a one-off payment or by instalments. Payment terms are specified in the insurance document.



When does insurance cover start and end?

Unless agreed otherwise, Greenval's liability begins with the signing of the contract and payment of the insurance premium in full or its first instalment. Except where otherwise agreed, Greenval's liability begins with the signing of the contract and payment of the insurance premium in full or of its first instalment.

If the owner of the vehicle no later than one day prior to the expiry of the 12-month period for which the third party insurance contract has been concluded does not notify Greenval in writing of its termination, then the contract is automatically extended for a further 12 months, subject to the provisions of the Act.

Insurance cover also ends:

- on expiry of the period for which it was concluded,
- as soon as the vehicle is deregistered,
- on the day of withdrawal from the contract, if it was concluded prior to the registration of the vehicle and the vehicle was not registered within 30 days from the date of signature of the contract,
- in the event of a change or transfer of ownership of the vehicle – on the on the day of termination of the contract by the owner to whom ownership of the vehicle passed or to whom it was transferred,
- if the holder of the vehicle has lost possession of the vehicle in favour of its owner, on the date of termination of the contract by the owner of the vehicle,
- as soon as permanent and complete loss of possession of the vehicle is documented without any change of holder,
- after 3 months from the date of the declaration of bankruptcy by Greenval,
- as soon as the vehicle is registered abroad,
- on the date of the policyholder's withdrawal from the contract,
- as from the date a certificate of acceptance of an incomplete vehicle is issued, as from the date of termination of the agreement in writing by the holder of a vehicle which at the same time is insured by two or more insurance companies, where at least one of the motor vehicle third party liability insurance contracts has been concluded in accordance with Art. 28 sec. 1 of the Act.



How to terminate the contract?

The insurance contract may be terminated no later than one day prior to the expiry of the 12-month period for which the contract was concluded – the contract shall be terminated upon the expiry of the period for which it was concluded.

If the consumer concludes a remote insurance contract, he/she may, within 30 days, submit a written statement of withdrawal from the contract. If the contract was concluded before the motor vehicle was registered and the vehicle was not registered within 30 days, it is possible to withdraw from the contract.

The person who acquires ownership of the vehicle may terminate the insurance contract at any time before the end of the insurance period. In order to terminate the contract, it is necessary to send Greenval a signed notice of termination of the contract.

If the owner of a motor vehicle is at the same time insured with two or more insurance companies, and at least one of the motor vehicle third party liability insurance contracts has been concluded under the automatic insurance contract conclusion procedure, the contract concluded under this procedure may be terminated by him in writing.