# **Motor Own Damage**



GREENVAL INSURANCE DAC BNP PARIBAS GROUP

Document containing information about the insurance policy

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

Product: Motor Own Damage

Full pre-contractual and contractual information regarding this insurance product is contained in the General Terms & Conditions of Greenval Motor Own Damage Insurance Cover (hereinafter "GT&C") and in the document confirming the signing of the insurance contract.

#### What type of insurance is it?

Motor vehicle insurance - Section II, Group 3 according to the Annex to the Act of 11 September 2015 on insurance and reinsurance.



#### What is covered?

- The basic insurance policy covers the payment of compensation by Greenval for damage, destruction or loss of the vehicle or its parts, including equipment, as a result of an insured incident/.
- ✓ The insurance covers vehicles and their equipment, excluding vehicles intended for military purposes and vehicles used to transport liquid fuels, gas, explosives and/or chemicals, as well as dangerous goods within the meaning of the Act of 19 August 2011 on the transport of dangerous goods.
- ✓ The sum insured corresponds to the financial value of the vehicle current at the date when the vehicle receives insurance cover.
- Upon payment of an additional premium, the insurance cover may be extended to include the vehicle's optional equipment.



#### What is not covered?

The insurance policy does not cover, among other things, losses:

- whose value does not exceed the conditional franchise,
- whose value does not exceed the deductible,
- arising while driving a vehicle not registered in accordance with the provisions of the Road Traffic Act,
- arising while driving a vehicle that has not undergone a valid technical inspection, when there is a requirement for the vehicle to undergo periodic technical inspections, and the technical condition of the vehicle contributed to the occurrence of the insured incident,
- arising while driving a vehicle that does not have a valid registration certificate,
- occurring as a result of appropriation of the vehicle,
- occurring as a result of theft of the vehicle after its appropriation,
- caused by wear and tear to the vehicle or its parts, including the equipment (operating damage), as well as losses resulting from internal causes relating to the vehicle (breakdowns).

#### What are the limitations of insurance cover?

The main exclusions of liability are, among others:

- ! losses caused deliberately or resulting from gross negligence of the policyholder, the user or any other person entitled to use the vehicle, unless in cases of gross negligence the compensation payment is appropriate in the given circumstances,
- losses caused deliberately by a person with whom the user or other person entitled to use the vehicle is a member of the same household,
- I losses caused by any of the above mentioned persons driving the vehicle in a state of intoxication, after using alcohol, drugs, intoxicants, psychotropic substances or substitutes within the meaning of the legislation on prevention of drug addiction, insofar as it had an impact on the occurrence of an insured incident,
- losses caused by persons driving the vehicle but not being entitled to drive the vehicle under the laws of the country in which the insured accident took place.

## Where is insurance mandatory?

The insurance covers losses sustained in the territory of the Republic of Poland, other countries of Europe and in the European parts of Russia and Turkey, as well as in the waters (seas and bays) directly adjacent to Europe, when such losses occurred in those waters during the maritime transport of a vehicle from one European country to another European country.



#### • Prior to signing the contract:

o to inform Greenval about all known circumstances that Greenval had asked about prior to concluding the contract;

#### • During the term of the insurance contract:

- to inform Greenval about any change in circumstances about which they had asked prior to signing the contract in other written documents, especially about loss of the vehicle registration document, loss of the key(s) or card(s) used to open or start the vehicle or its anti-theft devices, or loss of or damage to anti-theft devices.
- where the policyholder is at the same time the user, he/she is required to inform the insurer every time they use the vehicle in any of the following countries: Russian Federation, Ukraine, Moldova and Belarus before going to the above countries, as well as any other circumstances that involve a significant change in the probability of an insured incident.

#### • In the event of any incident, the policyholder is obliged to:

- o to use every available means to save the vehicle and to prevent or minimise the extent of the loss;
  - where the policyholder is at the same time the user or other person entitled to use the vehicle and the vehicle has suffered damage or been destroyed, or been stolen or suffered some other insured incident, the insured person is obliged to take certain actions, as specified in section 8 of the GT&C.



# How and when should premiums be paid?

Premiums are payable once for the entire period of cover of the given vehicle on the dates stated in the General Agreement, unless the parties agree otherwise.



## When does insurance cover start and end?

Greenval's liability starts on the date indicated in the issued insurance document.

Greenval's liability ceases:

- upon termination or expiry of the General Agreement;
- as of the date of payment of compensation for the total loss of the vehicle or on loss of the vehicle due to theft;
- as of the date of the documented permanent and complete loss of the vehicle due to circumstances other than its theft;
- as of the date of termination of the General Agreement by Greenval with immediate effect in relation to the given Vehicle, in the event that Greenval is liable even prior to the premium being paid, or the premium for the cover of a specific vehicle has not been paid on time, as well as in the event of its being revealed that the Vehicle was or is still being used for purposes other than those intended during the term of the insurance cover;
- on the date of termination of the General Agreement by Greenval or by the policyholder with immediate effect in the event of a change in the amount of premium payable due to a change in the probability of an incident;
- upon transfer of ownership of the vehicle; insurance cover in respect of the given vehicle ceases the moment ownership is transferred to the purchaser.

# How to cancel the contract?

If the insurance contract was concluded for a period longer than 6 months, the policyholder has the right to cancel the insurance contract within 30 days, and if the policyholder is a company – within 7 days from the date of signing the contract. The policyholder may cancel the contract at any time within the time limit specified in the contract or in the general terms and conditions of insurance, and in the absence thereof – with immediate effect. In the event that the insurance contract is concluded on behalf of a third party, if the insurance contract was concluded for a period longer than 6 months, the policyholder shall have the right to cancel the insurance contract within 30 days from the date of commencement of the insurance.