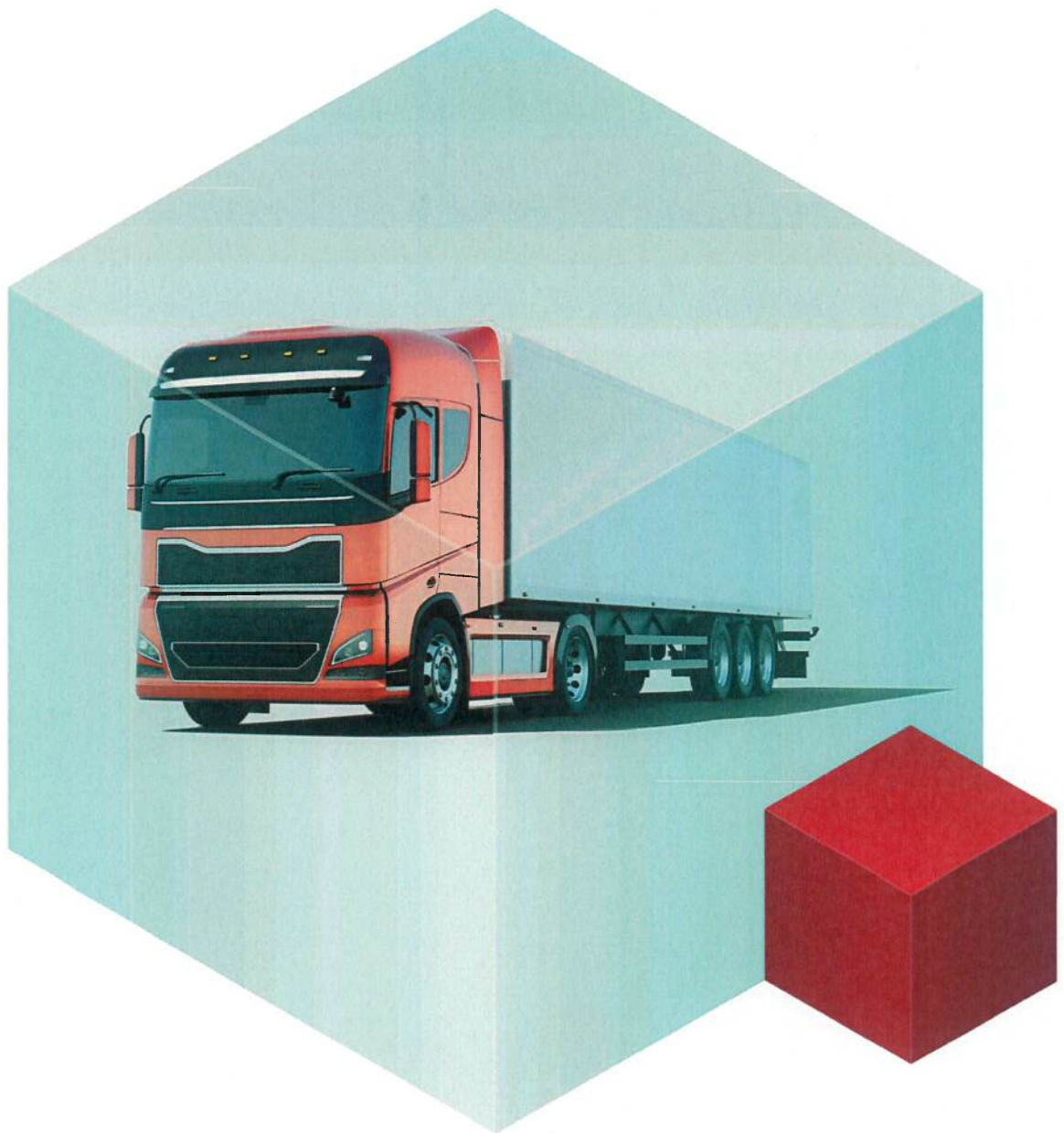


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## General Terms and Conditions

Civil Liability Insurance for Transport Operators  
(Road Hauliers and Freight Forwarders)

## **Under the General Terms and Conditions of Civil Liability Insurance for Transport Operators (Road Hauliers and Freight Forwarders), Warta provides cover for:**

- civil liability of the road haulier in domestic transit
- civil liability of the road haulier in international transit
- civil liability of the road haulier in cabotage transit
- civil liability of the freight forwarder.

The scope of the insurance coverage provided hereunder includes the haulier's liability for property damage occurring between the time of acceptance of the shipment for carriage and its delivery, and financial loss resulting from delay in delivery – in accordance with the provisions applicable to the given type of transit (domestic, international, cabotage).

### **The scope of the insurance cover provided hereunder includes:**

- robbery (robbery with violence)
- theft – subject to the remaining provisions of the General Conditions
- intrusion of third parties into the vehicle's cargo space
- accident through the fault of a third party
- other occurrences not excluded in the General Conditions
- delay
- default or improper performance of an instruction changing the carriage contract
- loss or inadequate use of documents
- payment of customs duties and other costs (domestic and international transit)
- unreasonable choice of third parties (international transit)
- paramount clause (international transit)
- cash on delivery clause (international transit)
- subcontractors
- loading/unloading/fastening/positioning of the shipment on conveyance
- loss of and damage to a container or other reusable packaging (including pallets).

The scope of the insurance coverage provided hereunder includes the freight forwarder's liability for property damage and financial loss resultant from default or improper performance of forwarding services under a forwarding service contract made, including the liability of hauliers and further freight forwarders in accordance with Article 799 of the Polish Civil Code.

### **Furthermore, insurance coverage hereunder may be extended to include:**

- gross negligence
- alcohol/drug intoxication
- release to an unauthorised person
- value declaration (international transit)
- declaration of special interest (international transit)
- acts of terrorism.

### **In accordance with the General Conditions, Warta also refunds within the sum insured specified in the insurance contract:**

- the professional fees of experts commissioned with the consent of Warta to assess the circumstances and extent of any loss, damage or injury
- any justified and documented costs incurred by the Policyholder in order to prevent or reduce the loss or damage – including the costs of lifting and recovering the conveyance affected by the accident, where this is necessary and reasonable in order to salvage the transported cargo
- any costs of reloading of the cargo or the storage thereof and any other reasonable costs relating to the occurred loss or damage – and – within the limit for one and all events during the insurance period – the costs of cleaning up of unusable cargo, the disposal of unusable cargo carried out in compliance with the applicable legislation or ordered by the competent authorities, and the sorting of damaged cargo
- the costs of representation in proceedings at law in legal defence relating to claims against the Policyholder in civil disputes conducted pursuant to the instructions of Warta.



**GENERAL TERMS AND CONDITIONS  
OF CIVIL LIABILITY INSURANCE FOR TRANSPORT OPERATORS  
(ROAD HAULIERS AND FREIGHT FORWARDERS)**

<b>Information prepared pursuant to Article 17 of the Act of 11 September 2015 on Insurance and Reinsurance Activities on the relevant provisions of the contract template</b>	
<b>Information type</b>	<b>Reference to the relevant provisions in the GTC</b>
Conditions for payment of indemnity and other benefits or the surrender value	§ 3 § 4 § 5 § 6 § 7 § 10
Limitations and exclusions of liability authorizing the Insurer to refuse to pay or reduce indemnity or other benefits	§ 8 § 10 section 6 § 15 sections 2 and 3 § 16 section 10 § 17 section 3



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## General provisions

### § 1

1. These General Terms and Conditions of CIVIL LIABILITY INSURANCE FOR TRANSPORT OPERATORS (ROAD HAULIERS AND FREIGHT FORWARDERS) (hereinafter referred to as the General Conditions) shall apply to the contracts of insurance entered into by and between Towarzystwo Ubezpieczeń i Reasekuracji „Warta” Spółka Akcyjna, hereinafter referred to as Warta, and hauliers or freight forwarders, i.e. any entities meeting the cumulative conditions stipulated hereinbelow, hereinafter referred to as the Policyholders.
2. Hauliers/freight forwarders are:
  - 1) any entrepreneurs, i.e. natural persons, legal persons or non-corporate entities, to which legal capacity is granted by law, conducting a business activity in their own name
  - 2) undertaking gainful [professional] activity in carriage, forwarding or combined carriage and forwarding, registered in accordance with applicable legal regulations
  - 3) holding the necessary permits and licenses for the given activity, as required by the applicable legislation.
4. The following types of insurance contracts may be made hereunder:
  - 1) insurance contract for civil liability of the road haulier in domestic transit
  - 2) insurance contract for civil liability of the road haulier in international transit
  - 3) insurance contract for civil liability of the road haulier in cabotage transit
  - 4) insurance contract for civil liability of the freight forwarder.
5. An insurance contract hereunder may be entered into on another Party's account.

## Definitions

### § 2

Wherever they occur herein, the following terms shall have the meaning hereby assigned to them:

1. **Act of terrorism** – any use of violence directed against the state or the society, with intention to present a menace to such society in order to achieve any political, ideological or social goals
2. **Deductible** – an amount specified in the insurance contract expressed as a percentage, a sum, or combined as a sum and a percentage, by which the value of any indemnity payable hereunder is each time reduced
3. **Cabotage (cabotage transport, cabotage transit)** – transport permitted by law, carried out by an authorised Polish haulier within any foreign country, whether a member of the European Union and Norway or any other country, on the territory of which, in accordance with applicable regulations, cabotage transport operations by Polish hauliers are permitted
4. **Container** – any transportation receptacle of permanent character and proper strength enabling multiple usage, with capacity of at least one cubic meter, specifically designed to facilitate transport of cargo by one or more than one mode of carriage; including any swap bodies, i.e. the interchangeable part of a heavy goods vehicle used for cargo transport
5. **CMR Convention** – Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956
6. **Waybill or Other consignment note** – any document issued (also in an electronic form) in accordance with the **Carriage Law** which contains the following information:
  - 1) surname or company name and address of the consignor of the **Shipment**
  - 2) surname or company name and address of the consignee of the **Shipment**
  - 3) surname or company name and address of the haulier
  - 4) place of destination of the **Shipment** (full address)
  - 5) place and date of loading of the **Shipment**
  - 6) indication of kind type and sort of the cargo transported, its weight, number of items as well as the method of packing and marking
  - 7) any other instructions and statements required or admitted in accordance with the relevant regulations considering the conditions of a specific contract or method of settlements
7. **CMR waybill** – any document issued (also in an electronic form) in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR)
8. **Sensitive/special cargo** – any cargo identified in the insurance proposal form/other document containing data necessary to conclude the insurance contract the carriage of which affects the risk evaluation and in relation to which it is required to declare their carriage/forwarding in order to obtain insurance cover
9. **Dangerous materials** – any materials classified by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957



10. **Site under surveillance** – an enclosed place, supervised twenty-four hours a day, lighted at night, with facilities blocking the any vehicle from driving in or out
11. **Carriage Law** – Carriage Law Act of 15 November 1984, as amended
12. **Shipment** – cargo (goods) received for carriage upon any one single **Waybill** or **Other consignment note** (covered by any one single contract of carriage)
13. **Freight dues** – remuneration in respect of transport services (also known as freight)
14. **Robbery (robbery with violence)** – a dishonest appropriation of the property in order to misappropriate such property by force or by a threat to use force immediately towards the Policyholder, any person for whom it is responsible or by rendering any such person unconscious or defenceless
15. **SDR** – Special Drawing Rights – currency created by the International Monetary Fund
16. **Financial loss** – financial prejudice, expressed in pecuniary terms, due to the Policyholder's default to perform or the Policyholder's inadequate performance of the obligations under the carriage or freight forwarding contract exclusive, however, of any lost opportunities i.e. any profit that could have been gained if any such event occasioning loss had not occurred
17. **Property damage** – any loss consisting in a loss of, shortage of or damage to the **Shipment**
18. **Cash and cash equivalents** – domestic and foreign currency, cheques, bills of exchange, other securities, excise stamps, tax stamps, tokens, lottery tickets, traffic tickets, phone cards, including prepaid cards and other cards/tokens/documents equivalent to cash, gold, silver and any articles made thereof, precious stones and pearls, as well as platinum and other platinum group metals
19. **Release to an unauthorised person** – release of a **Shipment** – despite due care and diligence – to an entity which was not the recipient of the **Shipment** indicated in the transport documentation, including also a haulier/freight forwarder participating in performance of transport/freight forwarding services, including any entities fraudulently pretending to be hauliers/freight forwarders, who knowingly engage in criminal activities and do not perform haulage/freight forwarding operations

### **Subject-matter insured and scope of road haulier's liability insurance in domestic transit**

#### **§ 3**

1. Warta shall provide insurance coverage hereunder in respect of the civil liability of the road haulier in domestic transit within the territory of the Republic of Poland.
2. Warta shall provide insurance coverage hereunder in respect of the civil liability of the Policyholder executing the carriage of **Shipments** in accordance with applicable stipulations of law relating to execution of domestic road transport and on the basis of the consignment documents specified hereinbelow.
3. The carriage shall be performed on the basis of **Waybill** or – should it not be issued – **Other consignment note** containing the Policyholder's data.
4. When, for reasons beyond the control of the Policyholder, it is not possible to enter the Policyholder's data on the **Waybill/Other consignment note**, it shall be deemed sufficient when such carriage is documented:
  - 1) by the signature of the Policyholder's driver's and the registration number of the vehicle used for the carriage placed on the **Waybill/Other consignment note** and
  - 2) by the order engaging the Policyholder as a subcontractor in that carriage.
5. For carriages performed by the Policyholder's subcontractors – on the basis of **Waybills** issued for those subcontractors – it shall be permissible to document the carriage with:
  - 1) a carriage order accepted by the Policyholder (contract for a given carriage)
  - 2) a carriage order issued by the Policyholder for the subcontractor
  - 3) a **Waybill** issued for the carriage containing, *inter alia*, the subcontractor's data.
6. The subject-matter of the insurance provided hereunder is the Policyholder's liability for **Property damage** occurring between the time of acceptance of the **Shipment** for carriage and its release, and **Financial loss** resulting from delay in delivery – in accordance with the provisions of the **Carriage Law** – in the following scope:





	Occurrence	Provision of the <b>Carriage Law</b> (for information purposes)	Warta's limit of liability (subject to limitation of liability arising directly from the provisions of the <b>Carriage Law</b> )
1)	Total or partial loss of the <b>Shipment</b> or damage thereto occurring between the time of its acceptance for carriage until delivery, including those arising as a result of: a) <b>Robbery (robbery with violence)</b> b) theft – subject to the remaining provisions of the General Conditions c) intrusion of third parties into the vehicle's cargo space d) accident to conveyance through the fault of a third party e) other occurrences not excluded in the General Conditions	Art. 65	the sum insured specified in the insurance contract
2)	Delay in delivery of the <b>Shipment</b> (including as a result of delayed arrival of the vehicle for loading)	Art. 65	double the amount of <b>Freight dues</b>
3)	Losses resulting from default or improper performance of an instruction changing the carriage contract	Art. 70	the sum insured specified in the insurance contract
4)	Losses arising from the loss, non-use or inadequate use of the documents specified in the <b>Waybill</b> and attached thereto or deposited with the haulier	Art. 71	the sum insured specified in the insurance contract
5)	Payment of other costs connected with the carriage of the <b>Shipment</b> , incurred by the consignor or the consignee of the goods (not applicable to the <b>Freight dues</b> )	Art. 82	the sum insured specified in the insurance contract

### Subject-matter insured and scope of road haulier's liability insurance in international transit

#### § 4

- Warta shall provide insurance coverage hereunder in respect of the civil liability of the road haulier in international transit – in accordance with the territorial scope specified in the insurance contract.
- Warta shall provide insurance coverage hereunder in respect of the civil liability of the Policyholder executing the carriage of **Shipments** in accordance with applicable stipulations of law relating to execution of international road transport and on the basis of the consignment documents specified hereinbelow.
- The carriage shall be performed on the basis of a **CMR waybill** containing the Policyholder's data.
- When, for reasons beyond the control of the Policyholder, it is not possible to enter the Policyholder's data on the **CMR waybill**, it shall be deemed sufficient when such carriage is documented:
  - by the signature of the Policyholder's driver's and the registration number of the vehicle used for the carriage placed on the **CMR waybill** and
  - by the order engaging the Policyholder as a subcontractor in that carriage.
- For carriages performed by the Policyholder's subcontractors – on the basis of **CRM waybills** issued for those subcontractors – it shall be permissible to document the carriage with:
  - a carriage order accepted by the Policyholder (contract for a given carriage)
  - a carriage order issued by the Policyholder for the subcontractor
  - a **CRM waybill** issued for the carriage containing, *inter alia*, the subcontractor's data.



6. The subject-matter of the insurance provided hereunder is the Policyholder's liability for **Property damage** occurring between the time of acceptance of the **Shipment** for carriage and its release, and **Financial loss** resulting from delay in delivery – in accordance with the provisions of the **CRM Convention** – in the following scope:

	Occurrence	Provision of the <b>CRM Convention</b> (for information purposes)	Warta's limit of liability (subject to limitation of liability arising directly from the provisions of the <b>CRM Convention</b> )
1)	Total or partial loss of the <b>Shipment</b> or damage thereto occurring between the time of its acceptance for carriage until delivery, including those arising as a result of: a) <b>Robbery (robbery with violence)</b> b) theft – subject to the remaining provisions of the General Conditions c) intrusion of third parties into the vehicle's cargo space d) accident to conveyance through the fault of a third party – if the haulier has not been able to avoid liability by invoking circumstances which he could not have foreseen and which he could not have prevented e) other occurrences not excluded in the General Conditions	Art. 17	the sum insured specified in the insurance contract
2)	Delay in delivery of the <b>Shipment</b> (including as a result of delayed arrival of the vehicle for loading)	Art. 17	the amount of <b>Freight dues</b>
3)	Losses resulting from default or improper performance of an instruction changing the carriage contract	Art. 12	the sum insured specified in the insurance contract
4)	Losses arising from the loss, non-use or inadequate use of the documents specified in the <b>CMR waybill</b> and attached thereto or deposited with the haulier	Art. 11	the sum insured specified in the insurance contract
5)	Payment of customs duties and other costs relating to the carriage of the <b>Shipment</b> incurred by the consignor or consignee of the <b>Shipment</b> (not applicable to the <b>Freight dues</b> )	Art. 23	the sum insured specified in the insurance contract
6)	Losses caused by [not exercising reasonable care] in the choice of third parties	Art. 16 Point 2	not more than the upper limit specified in Articles 23 and 25 of the <b>CMR Convention</b>
7)	Losses caused by the absence of the statement in the <b>Waybill</b> (paramount clause) – always subject to the condition that Warta shall be liable in accordance with the <b>CMR Convention</b>	Art. 7 Point 3	the sum insured specified in the insurance contract
8)	Losses arising from delivery of a <b>Shipment</b> without collection of the cash on delivery charge (cash on delivery clause)	Art. 21	Limit of EUR 5,000 for one and all events or any other limit specified in the insurance contract





## Subject-matter insured and scope of road haulier's liability insurance in cabotage transit

### § 5

1. Warta shall provide insurance coverage hereunder in respect of the civil liability of the road haulier in **cabotage** transit within the territory of member states of the European Union and within the territory of Norway and any other countries, on the territory of which, in accordance with applicable regulations, **Cabotage** transport operations by Polish hauliers are permitted.
2. Warta shall provide insurance coverage hereunder in respect of the civil liability of the Policyholder executing the carriage of **Shipments** in accordance with applicable stipulations of law relating to execution of **cabotage** road transport and on the basis of the consignment documents specified in the local law of the country on whose territory the cabotage transport is performed.
3. The subject-matter of the insurance provided hereunder is the Policyholder's liability for **Property damage** occurring between the time of acceptance of the **Shipment** for carriage and its release, and **Financial loss** resulting from delay in delivery – in accordance with the provisions of the country on whose territory the **cabotage** transport is performed – in the following scope:

	Occurrence	Warta's limit of liability (subject to limitation of liability arising directly from the provisions of local law)
1)	Total or partial loss of the <b>Shipment</b> or damage thereto occurring between the time of its acceptance for carriage until delivery, including those arising as a result of: a) <b>Robbery (robbery with violence)</b> b) theft – subject to the remaining provisions of the General Conditions c) intrusion of third parties into the vehicle's cargo space d) accident to conveyance through the fault of a third party – if the haulier has not been able to avoid liability by invoking circumstances which he could not have foreseen and which he could not have prevented e) other occurrences not excluded in the General Conditions	the sum insured specified in the insurance contract
2)	Delay in delivery of the <b>Shipment</b> (including as a result of delayed arrival of the vehicle for loading) – carriages within the territory of Germany	three times the amount of <b>Freight dues</b>
3)	Delay in delivery of the <b>Shipment</b> (including as a result of delayed arrival of the vehicle for loading) – carriages within the territory of a country other than Germany	in accordance with local regulations – not more than the sum insured specified in the insurance contract for one and all events
4)	Losses resulting from default or improper performance of an instruction changing the carriage contract	the sum insured specified in the insurance contract
5)	Losses arising from the loss, non-use or inadequate use of the documents specified in the <b>Waybill</b> and attached thereto or deposited with the haulier	the sum insured specified in the insurance contract

4. In respect of **cabotage** transit, the exclusions of liability set out in § 8 sections 1 to 3, and sections 5 and 6 of the General Conditions shall apply in respect of the haulier's liability.
5. The exclusions of liability referred to above shall not apply to **cabotage** transit carried out on the territory of a country where the haulier's liability insurance in **cabotage** operations is compulsory and the scope of such insurance is defined by local law (e.g. in Germany). In such situations, only those exclusions of liability which are permitted by local law shall apply.



## Subject-matter insured and scope of road haulier's liability insurance – common provisions

### § 6

1. Warta shall provide insurance coverage both when the Policyholder:
  - 1) performs the carriage himself, also as a subcontractor
  - 2) subcontracts the carriage to a subcontractor.
2. The insurance hereunder shall also cover the Policyholder's liability for total or partial loss of the **Shipment** or damage thereto caused during/as a result of loading/unloading/fastening/positioning of the **Shipment** on conveyance – if the Policyholder was obliged to carry out these activities within the framework of the concluded carriage contract or if such an obligation results from the nature of the cargo.
3. Moreover, the subject of insurance is the Policyholder's liability for loss of and damage to a **Container** or other reusable packaging (including pallets) entrusted to the Policyholder for carriage together with the **Shipment** or constituting a separate **Shipment**. The insurance coverage covers the carriage period of the **Container**/other packaging together with the transported goods, as well as the carriage period of the empty **Container**/other packaging from the place of its collection from the consignor for loading of the **Shipment**, and also from the consignee, after completion of the transport and release of the **Shipment**, to the indicated place of delivery of the **Container**/other packaging.
4. Where the insurance covers live animals declared for insurance, Warta shall provide insurance coverage for the Policyholder's liability for **Property damage** occurring during the carriage of live animals, consisting in death and/or mortality or necessary slaughter.
5. With respect to **Sensitive/special cargo**, additional provisions may apply in the insurance contract.

## Subject-matter insured and scope of Liability insurance of the freight forwarder

### § 7

1. Warta shall provide insurance coverage in respect of the civil liability of the Policyholder rendering freight forwarding services within Poland and abroad.
2. The subject-matter insured hereunder shall be the Policyholder's liability for **Property damage** and **Financial loss** resultant from default or improper performance of forwarding services under a forwarding service contract made, including the liability of hauliers and further freight forwarders in accordance with Article 799 of the Polish Civil Code.
3. The freight forwarding services covered hereunder shall include activities related to arranging the sending or receipt of the **Shipment** and other services related to carriage of the **Shipment**, including:
  - 1) arrangement of carriage, including selection of a haulier, conclusion of a carriage contract with the haulier, preparation of documentation incidental to transportation of **Shipments**, giving dispatch instructions,
  - 2) loading, reloading and unloading of **Shipments**
  - 3) quantity and weight control of **Shipments**
  - 4) marking of the **Shipments**
  - 5) packaging and repackaging of **Shipments**
  - 6) declaration of the **Shipment** for insurance
  - 7) declaration of the **Shipment** for customs clearance
  - 8) completion of **Shipments**
  - 9) packaging of **Shipments**
  - 10) distribution of the **Shipments**
  - 11) storage of **Shipments** (exclusive of customs or bonded warehouse) in accordance with the regulations, standards and customs relevant for a specific type of cargo, prior to the commencement of transit, in the course thereof and after transit termination during the period not exceeding 30 days respectively for each storage.
4. The liability of Warta for **Financial losses** shall be limited to 5% of the sum insured as specified in the insurance contract.
5. With respect to **Sensitive/special cargo**, additional provisions may apply in the insurance contract.
6. Should the Policyholder also undertake the carriage of the **Shipment**, assuming the liability of the haulier, additional insurance coverage may be granted under an additional road haulier's liability insurance concluded.
7. Where the Policyholder is obliged to insure the **Shipment** entrusted for freight forwarding, the insurance coverage may be provided under an additional insurance contract concluded for cargo in accordance with the General Conditions for cargo in transportation.





## Exclusions and limitation of the liability of Warta

### § 8

1. Warta shall not be held liable to pay any indemnity for any loss or damage:

General exclusions – haulier and freight forwarder		
1)	<p>Occurred in respect of the following types of cargo:</p> <ul style="list-style-type: none"> <li>a) <b>Cash and cash equivalents</b></li> <li>b) works of art, collectors' collections of all kinds, archive collections</li> <li>c) documents, plans, samples, prototypes</li> <li>d) postal and courier <b>Shipments</b> carried in accordance with postal law</li> <li>e) displaced property (property being transported as part of a removal operation)</li> <li>f) <b>Dangerous goods</b> classified in Class VII of ADR</li> <li>g) biological materials of human origin such as blood, blood products, human tissue</li> <li>h) uninsured <b>Sensitive/special cargo</b></li> </ul>	exclusion of certain types of cargo
2)	Arising from wilful misconduct or gross negligence on the part of the Policyholder, its employees and any persons to whom it gives orders to carry out the carriage/forwarding service, or any persons with the help of whom it carries out the carriage/forwarding service, unless in respect of gross negligence the payment of indemnity is equitable in the given circumstances	wilful misconduct
3)	Caused by the Policyholder, its employees and any person acting on behalf, in the name of or for the benefit of the Policyholder after the use of alcohol, intoxicated, under the influence of drugs or any other substance of similar nature	gross negligence
4)	Arising from failure to comply with the customer's instructions as to how to organize/secure the carriage/forwarding service	alcohol/drug intoxication
5)	Occurred as a result of force majeure understood as: natural disasters, any war operations, revolution, strikes, <b>Acts of terrorism</b>	failure to comply with the customer's instructions
6)	Occurred as a result of inherent vice or original characteristics of the <b>Shipment</b>	vice, original characteristics
7)	Consisting in shortage of measurement, weight, or volume – within accepted standards for natural shortage established in accordance with relevant regulations or accepted customs	natural shortage
8)	Arising in a <b>Shipment</b> that is a used item due to reasons resulting from the previous use of the item (e.g. natural wear and tear, normal wear and tear)	wear and tear
9)	Resulting from any cause attributable to any act of the consignor or consignee, for which the Policyholder is not liable	cause attributable to the consignor or consignee
10)	Consisting of lost opportunities, i.e. benefits that could have been achieved if the event causing the loss had not occurred	lost opportunities
11)	Occurred as a result of confiscation/ forfeiture of the <b>Shipment</b> by order of any competent authority	confiscation/ forfeiture
12)	Occurred as a result of the operation of nuclear energy and radioactive materials	nuclear energy/ radioactivity
13)	Arising from <b>Release to an unauthorised person</b>	release to an unauthorised person
14)	Resulting from any fine, contract penalty payment, court and administrative fine imposed on the Policyholder, its employees and any person acting on behalf, in the name of or for the benefit of the Policyholder	penalties and fines





15)	Caused to the environment	environmental damage
16)	Caused by malfunction of computer hardware/system/software, including those caused by a virus/hacker activity disrupting the process/operation of a computer system or any other electronic system	cyberattack

2. Neither shall Warta accept any liability to pay any indemnity Furthermore when the Policyholder acts as the haulier:

Additional exclusions – haulier		
1)	In respect of any loss or damage as a result of an improper loading or stowing of the cargo on board the conveyance by the consignor	loading by the consignor
2)	In respect of any loss or damage arising in consequence of the use of a conveyance not suitable for carriage of a given kind of cargo, one that does not meet technical standards or one driven by an unauthorised person	unsuitable conveyance, unauthorised driver
3)	In respect of any loss or damage arising in connection with and as a result of the provision of roadside assistance services, including towing	roadside assistance services
4)	On account of the declaration of the <b>Shipment</b> value in the <b>CRM waybill</b> in accordance with Article 24 of the <b>CMR Convention</b> (unless the scope of insurance has been extended in accordance with § 9 hereof)	value declaration
5)	On account of the declaration of any amount of special interest in delivery of the Shipment pursuant to Article 26 of the CMR Convention (unless the scope of insurance has been extended in accordance with § 9 hereof)	declaration of special interest
6)	With regard to the <b>Container</b> /other reusable packaging – in respect of any loss or damage: <ul style="list-style-type: none"> <li>a) caused by normal wear and tear or the natural ageing process, including corrosion and the action of slow corrosive agents</li> <li>b) caused by failure to perform or inadequate performance of periodic maintenance inspections</li> <li>c) caused by the use of the <b>Container</b>/other packaging in a manner and for a purpose inconsistent with its intended use</li> <li>d) sustained in <b>Containers</b>/other packaging being the property of the Policyholder or at his disposal on the basis of a lease contract</li> <li>e) caused by the use of a vehicle which is not suitable for transport of the Container</li> </ul>	<b>Container</b> /other packaging
7)	With regard to live animals – in respect of loss or damage arising from the carriage of: <ul style="list-style-type: none"> <li>a) in vehicles not adapted for transporting live animals,</li> <li>b) contrary to applicable legal regulations in Poland and abroad and contrary to prescriptions or prohibitions in force in the country in which the carriage is performed,</li> <li>c) contrary to the instructions given to the Policyholder by the consignor or consignee.</li> </ul>	live animals



3. Nor, when the Policyholder acts as the haulier, shall Warta be liable to pay any indemnity for any loss or damage sustained during the parking of the vehicle together with the **Shipment** outside the places defined below:

Permissible locations for parking (stopover)		
1)	<p>For cargo other than listed in the insurance contract as <b>Sensitive/special cargo</b> with increased security requirements for parking (stopovers):</p> <ul style="list-style-type: none"> <li>a) <b>Sites under surveillance</b></li> <li>b) parking areas (including rest and service areas (MOP) for heavy goods vehicles located directly on the motorway/expressway</li> <li>c) restricted parking areas for heavy goods vehicles next to motels, hotels</li> <li>d) 24-hour filling station</li> <li>e) rest areas at customs offices, border crossing points, ferry terminals</li> <li>f) places designated by the police/other authorised services</li> <li>g) parking areas designated by consignees and consignors for heavy goods vehicles</li> </ul>	parking – for cargo other than sensitive/special with increased safety requirements for parking (stopover)
2)	<p>For cargo specified as <b>Sensitive/special cargo</b> in the insurance contract with increased safety requirements for parking (stopover):</p> <ul style="list-style-type: none"> <li>a) stopovers of up to 60 minutes – 24-hour filling station and parking areas (including rest and service areas (MOPs)) for heavy goods vehicles located directly on the motorway/expressway – provided that the driver does not leave the filling/parking area</li> <li>b) stopovers longer than 60 minutes – in relation to carriage within the territory of the Republic of Poland and outside the territory of the Republic of Poland in countries other than those mentioned hereinbelow – a <b>Site under surveillance</b> – or, if the driver does not leave the vehicle, a 24-hour filling station</li> <li>c) stopovers longer than 60 minutes – in relation to carriage in the following countries: Germany, the Netherlands, Belgium, Luxembourg, Denmark, Sweden, Finland, Norway, Austria, Switzerland, France, Spain, Portugal, Ireland, the Czech Republic, Lithuania, Latvia, Estonia – all locations listed in section 1) hereinabove</li> </ul>	Parking – for <b>Sensitive/special cargo</b> with increased safety requirements for parking (stopover)
3)	<p>Any location, irrespective of the type of cargo, if the parking is due to one of the following reasons:</p> <ul style="list-style-type: none"> <li>a) operational breakdown of the vehicle, i.e. the mode of carriage, by which is meant damage to the conveyance or breakdown thereof and/or any equipment therein making it impossible to take the cargo to its destination and/or in the condition in which the cargo was accepted for transport</li> <li>b) the conveyance being affected by a road accident</li> <li>c) providing assistance to victims of an accident</li> <li>d) sudden illness of the driver, making the onward journey impossible</li> <li>e) sudden deterioration in weather conditions, making the onward journey impossible</li> <li>f) carrying out cargo delivery/collection operations</li> <li>g) performing formalities connected with carriage of the <b>Shipment</b> at border crossings, customs offices, ferry terminals</li> <li>h) complying with orders of the police or other authorised services</li> </ul> <p>whereby the burden of proof for the aforementioned circumstances of the stopover shall rest with the Policyholder</p>	parking – special circumstances

However, the insurance contract may stipulate other permissible locations for parking (stopover) than those mentioned hereinabove.





4. Neither, when the Policyholder acts as the freight forwarder, shall Warta be liable to pay any indemnity in respect of any loss or damage:

Additional exclusions – freight forwarder		
1)	caused by improper packaging, loading or stowing of the cargo on the conveyance by the consignor unless the Policyholder under a freight forwarding contract is obliged to perform those	improper packaging/loading
2)	as a result of any error or misunderstanding due to the Policyholder receiving a forwarding order containing inaccurate, incomplete or erroneous information	erroneous forwarding order
3)	discovered while taking inventory	inventory taking

5. Furthermore, Warta shall not be liable in cases specified in § 10 section 6 and § 15 sections 2 and 3.
6. Warta shall not pay any indemnity hereunder where the payment of the indemnity would expose Warta to any commercial or economic sanctions, prohibitions or restrictions imposed by mandatory provisions of laws, including any United Nations resolutions, any European Union regulations or any decisions of authorised bodies of the United Kingdom or the United States of America.

### Extension of the insurance coverage

#### § 9

1. With reference to the provisions of § 8, at the request of the Policyholder and at an additional premium, the scope of insurance coverage hereunder may be extended as follows:

	Type of extension	Civil liability of the road haulier in domestic transit	Civil liability of the road haulier in international transit	Civil liability of the road haulier in cabotage transit	Civil liability of the freight forwarder
1)	Gross negligence	✓	✓	✓	✓
2)	Alcohol/drug intoxication	✓	✓	✓	✓
3)	Release to an unauthorised person	✓	✓	✓	✓
4)	Value declaration		✓		
5)	Declaration of special interest		✓		
6)	<b>Acts of terrorism</b>	✓	✓	✓	✓
7)	Losses arising from delivery of a <b>Shipment</b> without collection of the cash on delivery charge (cash on delivery clause) – above the limit specified in the General Conditions		✓		

2. The limit of liability of Warta in respect of the above extensions shall each time be specified in the insurance contract.

### Entering into the insurance contract

#### § 10

1. Any insurance contract shall be entered into on the basis of a written proposal form submitted to Warta or on the basis of another document.





2. Upon obtaining from the Policyholder all information necessary to conclude the insurance contract, Warta shall confirm the conclusion of the insurance contract by issuing an insurance document (policy).
3. The insurance proposal form should comprise at least the following information:
  - 1) forename, surname or company name and address of the Policyholder
  - 2) specification of risks to be covered by the insurance
  - 3) insurance period
  - 4) specification of cargo transported or received to be forwarded
  - 5) estimated revenue generated by carriage, freight forwarding services rendered during the insurance period
  - 6) sum insured
  - 7) information on claims and losses in relation to the haulier's/ freight forwarder's liability insurance occurred over the last three years prior to the date of the submission of this proposal form
  - 8) date of commencement of haulage/forwarding operations.
4. The Policyholder shall be obliged to disclose all circumstances known to him or her which Warta asked about in the insurance proposal form or in any other form prior to the conclusion of the insurance contract. If the Policyholder enters into the insurance contract through a proxy, the obligation defined herein shall also rest with the proxy and shall include also the circumstances known to the proxy.  
In the event that the contract is concluded despite the absence of answers to any of the questions, the omitted circumstances shall be deemed immaterial.
5. During the term of the insurance contract, the Policyholder shall be obliged to report any changes in the circumstances referred to in section 4 hereinabove.
6. Warta shall be exonerated from any liability relating to the consequences of any circumstances which, in breach of the provisions of sections 4 to 5 hereinabove, were not communicated to Warta. If the breach has been caused by intentional fault, in case of doubt any accident provided for by the contract and its consequences shall be assumed to be the result of the circumstances referred to in the preceding sentence.
7. The insurance contract may be concluded on the account of another party. In the event of the conclusion of the contract on another party's account, the provisions of the General Conditions relating to the Policyholder, with the exception of the provisions relating to the premium which the Policyholder is solely obliged to pay, shall also apply to the Insured, unless the Insured was unaware that the contract had been concluded for the Insured's account.

### **Insurance period**

#### **§ 11**

1. The insurance contract shall be entered into for the fixed period of time specified in the insurance agreement during which Warta provides insurance cover (insurance period). The insurance period shall be one year unless agreed otherwise.
2. Unless agreed otherwise, the liability of Warta shall attach the next day after the insurance contract has been entered into, not however before the next day after the insurance premium has been paid (in full or the first instalment thereof).
3. The liability of Warta expires and thus the insurance contract terminates:
  - 1) with the lapse of the last day of the insurance period for which the insurance contract has been entered into
  - 2) on the day of withdrawal from the insurance contract by the Policyholder as specified in § 11 section 4
  - 3) on the day of termination of the insurance contract as specified in § 11 sections 6, 7, and 8 and in § 13 section 5
4. Should the insurance contract be entered into for a period exceeding 6 months, the Policyholder may terminate it by withdrawing therefrom within 30 days and if the Policyholder is an entrepreneur – within 7 days from the date of the conclusion of the contract. If Warta failed to inform the Policyholder being a consumer of his or her right of withdrawal at the latest at the time of the conclusion of the contract, the 30-day period [referred to hereinabove] shall run from the day on which the Policyholder being a consumer became aware of that right.
5. The withdrawal from the contract should be confirmed by the Policyholder in writing and the original of the insurance document should be returned back.
6. If Warta becomes liable hereunder before the payment of premium or the first instalment thereof and the premium or the first instalment thereof is not paid on or before its due date, Warta may terminate the insurance contract by notice effective immediately and request that the premium be paid for the period of the liability born. In the event that no notice is given, the contract expires with the lapse of the period in respect of which unpaid premium corresponds.



7. In the event that Policyholder pays the premium in instalments the failure to pay a consecutive premium instalment in amount and on or before the due date may result in the cessation of Warta's liability when after the lapse of the period of time designated to pay the premium Warta shall request by a reminder that the Policyholder pay indicating an additional 7-day deadline counting from the date of the reminder has been served. In the event that the premium has not been paid by the Policyholder within such additional period, the insurance contract shall terminate with the lapse of the last day of that additional period for effecting the payment.
8. The insurance contract shall terminate upon the suspension or cessation of the economic activity by the Policyholder or upon the Policyholder's losing the license to run business in respect of domestic and international road carriage and freight forwarding. The Policyholder shall be obliged to inform Warta of the above and to document it. The contract shall be terminated on the date of suspension/cessation of the activity/loss of licence.
9. The withdrawal from or dissolution of the insurance contract shall not release the Policyholder from its/their liability to pay premium due for the period of insurance coverage afforded by Warta.
10. In the event of withdrawal or dissolution of the insurance contract, the Policyholder shall be entitled to obtain a premium return relating to the cancelled period of coverage. The amount of the premium return shall be calculated on a pro rata basis.

### **Sum insured**

#### **§ 12**

1. The sum insured shall be set in the insurance contract which limit shall constitute an upper limit of the liability of Warta in respect of all loss, damage and injury resulting from one event.
2. The insurance agreement may also stipulate the sum insured for one and all events. In such cases each payment of indemnity shall reduce the sum insured by the amount of indemnity paid.
3. In respect of events for which, in accordance with the provisions of the General Conditions or the insurance contract, the limit of liability is fixed for one and all events, such limit shall constitute the sum insured for that event and shall be exhaustible, i.e. it shall be reduced each time by the amount of indemnity paid.

### **Insurance premium**

#### **§ 13**

1. The insurance premium shall be calculated on the basis of the tariff valid on the date of conclusion of the contract upon performance of risk assessment by Warta.
2. The insurance premium shall depend upon the sum insured, the type of cargo being transported/forwarded, the scope of insurance and value of the estimated revenue from the carriage/forwarding services rendered during the insurance period.  
The reduction or increase of the premium may be influenced by the loss ratio and individual risk assessment.
3. The premium shall be paid by the Policyholder by a single remittance or in instalments.
4. The insurance premium shall not be subject to the final settlement upon the termination of the insurance period; however, Warta reserves the right to ask the Policyholder about the actual revenue from the carriage/forwarding services rendered during the insurance period and to calculate the additional premium resulting from an increase in the revenue – within 60 days from the termination of the insurance period.
5. In the event of the discovery of a circumstance which involves a material change in the likelihood of an accident, either party may demand an appropriate adjustment in the amount of the premium from the time when the circumstance occurred, but not earlier than from the beginning of the current period of insurance.  
If such a demand is made, the other party may, within 14 days, terminate the contract with immediate effect.

### **Duties and obligations of the Policyholder**

#### **§ 14**

1. During the currency of the insurance contract the Policyholder shall be obliged to notify Warta immediately – but not later than within 7 [seven] days from gaining the knowledge thereof – about all and any change in circumstances contained in the proposal form.
2. Upon accepting a **Shipment** for the carriage, the Policyholder should verify the information contained in **Waybill** or **Other consignment note** concerning the quantity, weight, features and number marks thereof as well as the **Shipment's** visible condition and packaging.
3. Should a discrepancy be discovered between the actual condition and the contents of the **Waybill** or **Other consignment note** or in the event that it is not possible to perform the checking, the Policyholder should insert his reservations along with justification [reasons] in all copies of the **Waybill** or **Other consignment note**.





4. During stopover (parking), the Policyholder should take special care to secure the vehicle together with the **Shipment** by locking the vehicle and activating the anti-theft devices installed in the vehicle. Parking (stopover) should take place in the locations indicated in the General Conditions as locations of permissible parking (stopover).
5. The Policyholder shall strictly comply with the customer's instructions as to how to organize/secure the carriage/forwarding of the **Shipment**.
6. During the performance of the carriage/forwarding service, the Policyholder shall take special care when selecting the entities to which it entrusts the completion of the carriage/forwarding service. In particular, when entering into cooperation with a subcontractor, the Policyholder shall:
  - 1) request legible copies of documents constituting the basis of the company's activity, i.e.: entry in the register of entrepreneurs or in the National Court Register, Tax Identification Number (NIP), National Business Registry Number (REGON), any relevant permits/licences required by law in the area of performing haulage/forwarding operations
  - 2) verify the credibility of the company based on the aforementioned documents in the available internet databases (KRS, REGON in the database of the Central Register and Information on Business Activity (CEIDG)) or in any other available manner
  - 3) request documents confirming that the company has taken out the insurance coverage with respect to haulier/freight forwarder's civil liability insurance.

### Procedure in the event of loss

#### § 15

1. In the event of any claim, the Policyholder should:
  - 1) take all available means to limit any loss or damage and to prevent any increase thereof
  - 2) take actions to identify the perpetrator (wrong-doer) or witnesses of the occurrence
  - 3) inform Warta immediately indicating the extent and type of loss or damage, circumstances of the occurrence; this stipulation shall be deemed as fulfilled if the Policyholder gives loss or occurrence notification in writing within 7 days from the loss or the day the Policyholder becomes aware thereof or of the occurrence that could result in a loss
  - 4) to pass on immediately to Warta any claims of the loss sustaining (injured) party made in writing
  - 5) should the loss occur as a result of **Robbery (robbery with violence)**, burglary, accident to the conveyance – notify immediately the police and other competent authorities, but not later than within 48 hours from the occurrence or the day the Policyholder becomes aware thereof
  - 6) enable a representative of Warta or an expert appointed by him to survey destroyed or damaged cargo in order to establish the circumstances of the loss, its scope and type and to give necessary explanations as well as to present the evidence gathered
  - 7) to prepare a loss report stating the circumstances and an extent of loss; should – in the Policyholder's opinion – the amount of occurred loss or damage not exceed EUR 2,500, the Policyholder and the consignee may themselves prepare a loss report
  - 8) within 14 days from the date the claim notification provide Warta with the following documentation:
    - a) the **Waybill** or **Other consignment note**; the freight forwarding contract
    - b) documents confirming the type of cargo and its total weight and value (purchase invoices, other documents)
    - c) debit note/claim issued by the authorised entity
    - d) vehicle documents – for the tractor unit and the semi-trailer (vehicle registration card – or, failing that, certificate of roadworthiness)
    - e) driver's documents (driving licence)
    - f) documents authorising the company to perform haulage/forwarding operations (licence/permit)
    - g) photographic documentation of the cargo and conveyance, if possible
    - h) loss report stating the circumstances and an extent of any loss or damage
    - i) the driver's statement concerning the circumstances of loss occurrence and its extent in the event of any loss occurring during the carriage of live animals, a veterinary certificate stating that the state of health of the animals allowed for the transport thereof and proof of the death of the animal or necessary slaughter, signed by a veterinarian or a veterinary technician, or a report duly endorsed by the haulier
    - j) any other documentation necessary to examine a claim.





2. If the Policyholder due to intentional fault or an act of gross negligence fails to take any of the measures, as specified in section 1 point 1) hereinabove, Warta shall be exonerated from any liability in respect of any loss or damage resulting therefrom.
3. In the event of breach of the obligations set out in section 1 point 3) hereinabove due to intentional fault or an act of gross negligence, Warta may reduce the indemnity accordingly if the breach contributed to the increase of the extent of the loss or prevented Warta from establishing the circumstances and consequences of the occurrence.
4. The Policyholder shall not have the right to acknowledge or settle any claim made by any injured parties or to make any promises to settle them without Warta's express consent in writing.
5. The Policyholder shall immediately notify Warta of any court proceedings in respect of the occurred loss or damage and at the request of Warta give the power of attorney to a person indicated by Warta.
6. The Policyholder shall provide Warta with a court statement on the penal or civil case regarding the occurrence that gave rise to the Policyholder's liability upon such notice that would allow Warta to lodge an appeal.
7. At the request of Warta, the Policyholder shall be obliged to deliver the copy of a decision to cease the investigation instituted in respect of the claim lodged or the copy of the binding court decision delivered in the case.

### **Evaluation of the loss amount and payment of due indemnity**

#### **§ 16**

1. Warta immediately upon the receipt of the loss notification and the receipt of documentation as specified in § 15 section 1 point 8) hereof shall start the loss adjustment procedures consisting in the determination of the facts of the case and the loss extent, the merits of the claim and the amount of indemnity due.
2. The amount of indemnity shall not exceed the sum insured as specified in the insurance contract.
3. The amount of indemnifiable loss shall be established:
  - 1) in respect of domestic transit – as per the stipulations of the **Carriage Law**, always subject to the provisions of § 3 hereof
  - 2) in respect of international transit – as per the stipulations of the **CMR Convention**, always subject to the provisions of § 4 hereof
  - 3) in respect of **cabotage** transit – as per the stipulations of the local law of the country on whose territory the carriage is performed, always subject to the provisions of § 5 hereof.
4. The amount of indemnity in respect of **Property damage** occurred in the course of the performance of forwarding services shall not exceed the standard value of the **Shipment**.
5. The amount of indemnity in respect of **Financial loss** in respect of forwarding services shall be established subject to the stipulations of § 7 section 4 hereof.
6. The amount of indemnity due shall be established in accordance with the stipulations of section 3, 4 and 5 hereof always subject to the following conditions:
  - 1) in respect of international transit, the indemnity for **Property damage** shall not exceed the equivalent of **SDR 8.33** per any one kilogram of gross weight missing – unless otherwise stipulated in the insurance contract
  - 2) in respect of **cabotage** transit, the indemnity for **Property damage** shall not exceed the value the stipulations of the local law of the country on whose territory the carriage is performed.
7. With respect to loss or damage to the **Container**/other packaging the indemnity shall be determined in the event of:
  - 1) repair of the **Container**/other packaging suitable for repair – as per actual repair costs on the basis of the relevant bills or on the basis of a valuation of repair costs by an expert appointed by Warta, or by the Policyholder in consultation with Warta; the amount of indemnification shall not exceed the value of the **Container**/other packaging as specified in the Policyholder's consignment note
  - 2) loss of or damage to the **Container**/other packaging to the extent rendering it unfit for any repair – as per the value of the **Container**/other packaging as specified in the carriage contract/ or on the basis the real value in the place and at the time of loading, constituting the value of a new replacement less its actual wear and tear
  - 3) damage to the **Container**/other packaging to an extent not prejudicing further sale thereof at a reduced price – as per the difference between the value of the **Container**/other packaging specified in the carriage contract/ the real value in the place and at the time of loading, constituting the value of a new replacement less its actual wear and tear, and the reduced price.
8. In justified cases the amount of indemnity may be established on the basis of a cost calculation by an expert appointed by Warta or appointed by the Policyholder in consultation with Warta.
9. Warta shall be also obliged to refund within the sum insured specified in the insurance contract:



- 1) the professional fees of experts commissioned with the consent of Warta to assess the circumstances and extent of any loss, damage or injury
  - 2) any justified and documented costs incurred by the Policyholder in order to prevent or reduce the loss or damage – including the costs of lifting and recovering the conveyance affected by the accident, where this is necessary and reasonable in order to salvage the transported cargo
  - 3) any costs of reloading of the cargo or the storage thereof and any other reasonable costs relating to the occurred loss or damage – and – within the limit of EUR 5,000 for one and all events during the insurance period, or any other limit stipulated in the insurance contract – the costs of:
    - a) cleaning up of unusable cargo
    - b) the disposal of unusable cargo carried out in compliance with the applicable legislation or ordered by the competent authorities
    - c) the sorting of damaged cargo
  - 4) the costs of representation in proceedings at law in legal defence relating to claims against the Policyholder in civil disputes conducted pursuant to the instructions of Warta.
10. The amount of indemnity due shall be reduced by the **Deductible**, the amount of which is specified according to the type of insurance or the type of cargo in the insurance document.
  11. Warta shall not be liable to pay any indemnity unless such indemnity due exceeds the agreed amount of **Deductible**.
  12. Warta shall pay the indemnity upon approval, conciliation (an amicable out-of-court settlement) or final and unappealable court verdict.
  13. The indemnity due or an unquestionable part thereof shall be paid to the person entitled to obtain the compensation payment (the claimant) or to the Policyholder – if with Warta's consent it satisfied the claim of the person entitled – within 30 [thirty] days from the receipt of the loss notification by Warta.
  14. Should it prove impossible to find out the circumstances necessary to determine the liability of Warta or the amount of indemnity within the period specified in section 13 hereinabove, the indemnity shall be paid within 14 [fourteen] days from the day when while observing due diligence it would be possible to clarify such circumstances.
  15. If the person entitled to obtain the compensation payment (the claimant) is domiciled in Poland, the indemnity is paid in zlotys. Should the person entitled to obtain the compensation payment (the claimant) be domiciled abroad, the indemnity is paid in foreign currency directly abroad. Conversions of foreign currencies into Polish zloty shall be made as per the National Bank of Poland average exchange rate of the day the indemnity payment order is issued.
  16. If Warta does not pay the indemnity within the time limits specified under sections 13 and 14 hereinabove, it shall notify the person making the claim (the claimant) in writing and the Policyholder, if he is not the person making the claim (the claimant), of the reasons why the claim cannot be satisfied in whole or in part. If indemnity is not due or is due only in part in relation to the claim reported, Warta shall notify the Policyholder or the person making the claim (the claimant) in writing, indicating the relevant circumstances and legal reference justifying the refusal to pay indemnity in part or in total as well as to inform the Policyholder of its/ their right to institute legal proceedings before a court of law.

## Recourse claims

### § 17

1. Upon payment of indemnity any claim of the Policyholder against any third party liable for the damage or loss shall be by virtue of law subrogated to Warta up to the amount of the indemnity paid. Should Warta compensate for only part of the claim, the Policyholder shall have the right of priority for compensation – pertaining to the outstanding part – before the recourse claims of Warta.
2. The Policyholder shall be obliged to take necessary actions to ensure successful claiming from any third party liable for the occurred loss or damaged in a manner provided for by the relevant legislation and forward to Warta relevant documentation. The Policyholder shall be also obliged to inform Warta of any fact that he may be aware of that may be important to assess the liability of any person against whom there may be a recourse claim.
3. Should the Policyholder due to intentional fault or gross negligence not take necessary actions to ensure Warta's effective claiming from any third party liable for any loss occurrence, or without the acceptance of Warta he waives his recourse rights against any third party liable for the loss occurrence, Warta may refuse to pay indemnity or to reduce it accordingly.





## Complaints and grievances

### § 18

1. Any complaints may be submitted by the Policyholder, the Insured or the beneficiary under the insurance contract to Warta:
  - 1) in writing under the following address: PO box 1020, 00-950 Warsaw,
  - 2) electronically through a form available on the website [www.warta.pl/reklamacje](http://www.warta.pl/reklamacje),
  - 3) by phone call (+48 502 308 308),
  - 4) to any Warta office or branch in writing delivered personally, or verbally into a record.
2. Warta shall review the complaint within 30 [thirty] days from the receipt thereof and shall respond to them in writing by letter or – at the request of the person making the complaint – in electronic form. In particularly complicated cases, the time limit of response may be extended – with prior notification to the person making the complaint – to 60 [sixty] days.
3. An organizational unit appointed by the Management Board of Warta shall be competent to handle the complaints.
4. The bodies competent to handle alternative dispute resolution shall be:
  - 1) Arbitration Court at the Polish Financial Supervision Authority (website: <https://www.knf.gov.pl/en/>),
  - 2) Financial Ombudsmen (website: <https://rf.gov.pl/en/home/>).
5. For agreements concluded online, a complaint can be submitted also through the Online Dispute Resolution platform (ODR platform) at the address: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.
6. Any action in respect of any claim hereunder may be instituted either pursuant to the general jurisdiction or territorial jurisdiction of the competent court for the place of residence or the registered office of the Policyholder, the Insured, the beneficiary under the insurance contract or an her of the Insured or the beneficiary under the insurance contract.

## Final provisions

### § 19

1. By agreement between the Parties the insurance contract may be amended to include additional provisions or provisions different from those set forth in the General Conditions. Where such provisions have been introduced, the General Conditions shall apply to the extent that the additional provisions do not provide otherwise.
2. Any notifications and representations relating to the insurance contract should be submitted in writing (which will be confirmed by countersigning) or sent by registered post either to the address indicated by the Policyholder or the address of the Warta unit which entered into the insurance contract.
3. If either Party hereto has changed its address or registered office and has not notified the other Party accordingly, then any correspondence sent to the last known address, has the same legal effect commencing at the date of correspondence arrival as if the Party concerned had not changed its address at all.
4. The Parties may agree in the insurance contract that notifications and representations made by the Parties hereto shall be submitted to the other Party by electronic mail (e-mail) to the e-mail address indicated by the Parties.
5. Any insurance contract entered into hereunder shall be governed by the Polish law.
6. Any matter not provided for herein shall be subject to the relevant stipulations of the Polish Civil Code, Act on insurance and reinsurance activity, Act on road transport, the **Carriage Law** Act as well as other prevailing regulations of the Polish law.
7. In respect of the road haulier's liability insurance in international transit the provisions of the **CMR Convention** and the regulations of European Agreement on the International Movement of Dangerous Goods by Road (ADR) of 30 September 1957 shall apply.
8. The General Conditions in the wording reading as herein shall apply to insurance contracts entered into as from 15 October 2022.

Wiceprezes Zarządu



Grzegorz BIELEC

Prezes Zarządu



Jarosław PARKOT





