

**In accordance with the applicable legal provisions (Article 17.1) of the Insurance and Reinsurance Business Act of 11 September 2015), the insurance company informs that:**

- **the prerequisites for the payment of Insurance benefit are set out in point. 6 of these Insurance Conditions;**
- **the limitations or exclusions of the insurance company's liability are set out in point. 7 of these Insurance Conditions.**

## 1. Preliminary provisions

1. This insurance (hereinafter also referred to as the "**Insurance**") is subject to the Act on Insurance and Reinsurance Business, the provisions of the Civil Code and other applicable laws in force in the Republic of Poland as well as these **Insurance Conditions** (hereinafter also referred to as the "**Insurance Conditions**"). This insurance is property insurance to the extent of financial loss.

## 2. General provisions

1. **Insurer:** The insurance is underwritten by **Fortegra Europe Insurance Company SE**, with its registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company SE is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business and is regulated by the Malta Financial Services Authority under company registration no. SE 17, (hereinafter referred to as "**Insurer**" or "**We/Us/Our**").
2. **Administrator:** administration and claim handling under this insurance is done by **DEFEND INSURANCE Sp. z o.o.** (limited liability company), with its registered office in 40-568 Katowice, ul. Ligocka 103, entered to the National Court Register by the 8th Commercial Department of the District Court for Katowice-Wschód under the number KRS 0000228653, having the NIP (tax identification) number 205-00-01-853 and registered by the Polish Financial Supervision Authority. The Administrator acts as agent for Insurer in performing Insurer's duties under this insurance. This includes the ability to conclude the Insurance Contract on Our behalf, administer the Insurance, make changes to the Insurance and to handle all claims under this Insurance (hereinafter referred to as „**Administrator**").

### 3. Eligibility

1. The deductible Insurance Policy may be taken out by the person named as the **Lead Driver** in the **Rental Agreement**.
2. Both the **Lead Driver** and **Additional Drivers** must be between the ages of 25 and 84, have a valid driving license and be domiciled in Poland at the date of the Insurance Policy.
3. The **Policy** must have been purchased prior to the commencement of and for the full duration of **Your Rental Agreement** for which **You** wish this **Policy** to be operative. This **Policy** is valid between the Start Date and Expiry Date set out on Your Certificate of Insurance and must not be less than the duration of **Your Rental Agreement**.
4. The **Insurance Policy** may not cover a **Rental Vehicle** if its value exceeds **PLN 350,000** or it is older than 10 years.

### 4. Definitions

1. For the purposes of this Insurance, the following terms will have the following meanings:
  - a. **Policyholder** means the person who has concluded the **Insurance Policy** with the **Insurer** and from whom the **Insurer** is entitled to collect the premium. At the same time He/she is named as the **Lead Driver** in the **Rental Agreement** and meets the eligibility conditions as set out in Article 3 of the **Insurance Conditions**. Furthermore, this person may also be referred to as "**You/Your**").
  - b. **Lead Driver** means the **Policyholder** who has also entered into the **Rental Agreement** and is named therein as **Lead Driver**.
  - c. **Insured** means the person whose risk of loss is covered. The Insured shall be the Lead Driver and the Additional Drivers named in the Rental Agreement.
  - d. **Insured Event** means a random and unexpected occurrence caused by an **Insured Peril** which results in the **Insured** being obliged to pay an **Excess** for damage or loss to the **Rental Vehicle** which occurs during the **Period of Insurance**. An accidental and unexpected occurrence is not one which arises as a result of a deliberate act of the **Policyholder**, the **Insured**, or relatives.
  - e. **Additional Drivers** means a maximum of five persons listed as **Additional Drivers** in the **Rental Agreement**. **Additional Drivers** must meet the criteria set out in Article 3 of these **Insurance Conditions**.
  - f. **Insurance Conditions** means these **Insurance Conditions**, which contain important information concerning the **Insurance Policy** to be concluded, including any limitation or exclusion of the **Insurer's** liability.
  - g. **Insurance Policy** means the contract between **Us** and **You**, setting out, among other things, the scope of cover, the term of cover and the terms and conditions of cover.
  - h. **Car Rental Company** means a company, which must be fully licensed with the regulatory authority of the country from which it operates, which rents for a fee automobiles that it operates for a fee. **Car Rental Company** does not mean any kind of carsharing (e.g. road-trip carsharing, free-floating carsharing, peer to peer carsharing, etc.).
  - i. **Insured Perils** are the possible causes of the occurrence of **Insured Events**. For the purposes of the **Insurance Conditions**, an **Insured Peril** is theft (including theft attempt), the exposure to external influences caused by fire, natural perils (e.g. hail, tree fall), vandalism, accident which causes external damage such as, but not limited to, a scratch, chip or dent to Your Rental Vehicle. In addition, **Insured Perils** include the **Misfuelling** or also the **Lost or Stolen Keys**.
  - j. **Misfuelling** shall mean a situation whereby the **Insured** has refueled the **Rental Vehicle** with fuel other than that intended to power the **Rental Vehicle**.
  - k. **Excess** means the amount as stated in the **Rental Agreement** that **You** will be charged with if the **Rental Vehicle** will be damaged or stolen during the period of **Rental Agreement**.
  - l. **Lost, Stolen or Damaged Keys** means keys, key fobs and cards used to open and lock the **Rental Vehicle** that are lost, stolen or accidentally damaged prior to the **Rental Vehicle's** return.
  - m. **Rental Agreement** means the contract signed by the **Lead Driver** and the **Car Rental Company** for the hire of a **Rental Vehicle** that specifies an **Excess** amount for which **Insured** is liable.
  - n. **Rental Vehicle** means any typical passenger car designed to carry no more than 7 persons and with a maximum permissible total weight of 3,500 kg at the disposal of the **Rental Company**, which is Rental on a short-term contract basis if it meets all of the following conditions:
    - a. is less than 10 years old;
    - b. its market value does not exceed **PLN 350,000** (or equivalent);
    - c. is not a camper, trailer (including caravan), lorry, two- or three-wheel vehicle or a vehicle used off- road driving (vehicle intended mainly for use in terrain or outside public roads).

**The Lead Driver** is responsible for the verification of age, value and type of the Rental Vehicle. In case of any doubts data should be checked directly with **Car Rental Company**.
  - o. **Trip** means the duration of the single **Rental Agreement**.
  - p. **Period of Insurance** means the period agreed in the **Insurance Policy** for which cover is provided and which forms the basis for calculating the premium. This insurance may be taken out for the following **Policy Periods**:
    - a. **Single Trip Insurance Policy** - in the case of a single **Trip**, the period of the **Trip** must be the same as the length of the **Period of Insurance** and must not exceed a total of 62 days or
    - b. **Annual Policy** - taken out for a fixed period of 12 months, for repeated **Trips**, with the length of each individual **Trip** not to exceed 62 days. The insurance covers all **Trips** made during the **Period of Insurance**. The periods of individual **Trips** may not overlap.
  - q. **Electronic Signature** for the purpose of these **Insurance Conditions** means a signature made by means of an individual SMS code sent to the **Policyholder's** mobile phone during the process of concluding the **Insurance Policy**.

- r. **Limit of Insurance Benefit** means the maximum amount of insurance benefit in respect of a loss arising from a single **Insured Event**, as defined in point. 6 of the **Insurance Conditions**.
- s. **Aggregate Limit of Insurance benefit** means the maximum aggregate amount of all indemnities payable under the concluded **Insurance Policy**, as defined in point. 6 of the **Insurance Conditions**.
- t. **Terrorism** means an action involving, but not limited to, or threatening the use of force and/or violence by any person or group, acting alone or on behalf of as well as in conjunction with any organization or government, undertaken for political, religious, ideological or similar purposes or reasons, including with the intention of influencing any government as well as possibly intimidating the public or any section of the public.
- u. **We/Us/Our** means **Lloyd's Insurance Company S.A.**
- v. **You/Your** means the person who has concluded the **Insurance Policy** and is therefore the **Policyholder** and is simultaneously named in the **Rental Agreement** as **Lead Driver**.
- w. **Administration fee** is the fee payable to the **Car Rental Company** for activities related to the Car Hire XS claim administration undertaken by the **Car Rental Company**.

## 5. Commencement, duration and termination of insurance

1. **This Insurance** is concluded for a specified period of time. Its **Commencement Date** and **Expiry Date** are specified in the **Insurance Policy**.
2. The Insurance shall be concluded:
  1. by signing the **Insurance Policy** in the form of an **Electronic Signature**; or
  2. by payment of a single premium. In this case, the conclusion of the **Insurance Contract** is deemed to be the payment of the premium. If the premium has not been paid within the stipulated period, the Insurance has never come into existence.
3. **The Policyholder** will receive all documents at the e-mail address specified in the **Insurance Policy**.
4. **The Insurer's** obligation to provide cover commences at the commencement of the **Policy Period** and ends on the last day of the **Insurance Period**.
5. The insurance shall terminate in the cases provided for by the Civil Code, in particular in one of the following ways:
  - a. on the expiry of the **Insurance Period** specified in the **Insurance Policy**;
  - b. by agreement between the **Insurer** and the **Policyholder**;
  - c. by termination by the **Insurer** or the **Policyholder** to the extent provided for by law or contractual provisions;
  - d. cancellation of the **Insurance Contract** due to misleading information. The **Insurance Contract** may be terminated if one of the parties has made misleading statements at the time of its conclusion. However, only the person who received the false information may cancel.
  - e. as a result of withdrawal by the **Policyholder** within 30 days, and in case the **Policyholder** is an entrepreneur - within 7 days from the day of conclusion of the agreement, if the **Insurance Policy** was concluded for a period longer than 6 months. Withdrawal from the **Insurance Policy** shall not release the **Policyholder** from the obligation to pay the premium for the period in which the **Insurer** provided the cover.
  - f. in relation to the provisions of the Act of 30 May 2014 on consumer rights when the contract has been concluded at a distance or off-premises and the **Policyholder** is a consumer shall have a right to withdraw from the agreement within 30 days from the date of its conclusion by submitting a relevant declaration in writing. Withdrawal from the **Insurance Policy** shall not release the **Policyholder** from the obligation to pay the premium for the period during which the **Insurer** provided the cover.
6. In the event of termination of the **Insurance Policy** during the **Policy Period**, the **Policyholder** shall be entitled to a pro rata refund of the insurance premium for the unused **Policy Period**.

## 6. Coverage and Benefit limits

1. **The insurance** covers only one active **Rental Agreement** at any time during the **Insurance Period**.
2. **The Insured** shall be covered only if he/she uses the **Rental Vehicle** on the territory specified in the **Insurance Policy**. The territorial scope of cover is limited to the following geographical areas:
  1. Europe: the countries of the continent of Europe plus Morocco, Tunisia and Turkey but excluding any Trip in, to, or through Belarus, Russia and Ukraine.
  2. World-wide: anywhere in the world but excluding any **Trip** in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, South Sudan, Syria, Ukraine, Venezuela or Zimbabwe.
3. **The insurance** shall cover **Insurance Events** as a result of which **You** are obliged to pay to **The Rental Company** of the designated amount representing the deductible in the event of the following damage:
  - a. damage to the **Rental Vehicle**, including damage to the windows, tires and wheels, headlights, chassis or roof;
  - b. loss of use of the **Rental Vehicle** as a result of damage to it or theft;
  - c. coverage of towing costs in connection with damage.

The Insurance benefit may not exceed the **Insurance benefit Limit** of **PLN 35,000** for one **Trip**. In the case of **Annual Policy** the above-mentioned **Limit of Insurance benefit** for each **Trip** shall apply until the **Total Limit of Insurance Benefit** has been exhausted in the amount of **PLN 35,000**.
4. The insurance also covers costs arising from events described as:
  1. **Misfuelling** - in respect of cleaning of the engine and the fuel system as well as the costs of towing the Rental Vehicle up to the amount of **PLN 2,500** per claim and **PLN 10,000** for all claims in any one **Insurance Period**.

2. **Lost, Stolen or Damaged Keys** - in respect of the costs of rekeying and replacement of locks up to **PLN 2,500** per claim and **PLN 10,000** for all claims in any one **Insurance Period**.  
The insurance benefit for the Misfuelling or Lost, Stolen or Damaged Keys may not exceed the **Insurance Benefit Limit** which is **2.500 PLN** for single claim and **10.000 PLN** in total for all claims within the **Insurance Period**.
5. In the event of claim covered under this **insurance Insured** is entitled to reimbursement of the **Administration Fee** up to the amount of **250 PLN**. The compensation amount is included into the **Total Limit of Insurance Benefit**.
6. The Insurance benefit is paid in PLN. If the costs incurred as a result of the loss are determined and paid in another currency, the amount of Insurance benefit is determined in PLN at the average exchange rate of the NBP as at the date of conclusion of the **Insurance Policy**.

## 7. What is not covered

1. Insurance does not cover:
  - a. any costs or charges which are not directly related to damage to the **Rental Vehicle** caused by external factors, in particular any costs associated with remedying the consequences of a mechanical or electrical breakdown of the **Rental Vehicle**, as well as the cost of replacing components subject to wear and tear.
  - b. any costs in the event that the Rental Vehicle does not meet the criteria for insurance cover, i.e. it is a camper, a trailer (including a caravan), a lorry, a two- or three-wheel vehicle or a vehicle used for off-road driving (vehicle intended mainly for use in terrain, unpaved surface or outside public roads) as well as a vehicle with more than 7 seats and a gross vehicle mass of more than 3,500 kg, or if at the date of conclusion of the **Rental Agreement** its age exceeds 10 years or its value exceeds **PLN 350,000** (or the equivalent).
  - c. any vehicle rental contracts where the **Rental Company** is not a party to them.
  - d. any 'carsharing' or 'carpooling' arrangements (for example, 'round-trip carsharing', 'free-floating carsharing', 'peer-to-peer carsharing').
  - e. any costs in the event that the **Lead Driver** or any of the **Additional Drivers** does not meet the requirements set out in Clause. 3 of the **Insurance Conditions**.
  - f. when the **Rental Agreement**:
    - a. was concluded for a period longer than the **Insurance Period**
    - b. has been concluded for a period of more than 62 consecutive days within a single **Trip**
    - c. was concluded for a period of more than 62 days under the **Annual Policy**
  - g. any costs where the damage is the result of deliberate action or has been caused under the influence of alcohol, intoxicants or medicines not prescribed by a doctor or not used in accordance with a doctor's instructions (as well as medicines prescribed by a doctor if they are used in the treatment of drug addiction);
  - h. where the damage results from unreasonable exposure to danger (except where such action was intended to save human life);
  - i. any damage where it is covered by other insurance and compensation has already been paid out to cover the full loss incurred;
  - j. any damage caused by the use of the Rental Vehicle in a manner contrary to the provisions of the **Rental Agreement**, including the use of the vehicle in a criminal offence;
  - k. any fees or costs related to making transactions in foreign currencies, including card payments;
  - l. any costs where these have been paid directly by the **Rental Company** or by its insurance or by the insurance of a third party (the possible perpetrator of the damage), as well as where reimbursement from the **Insured** has been waived.
  - m. damage to automobiles or other vehicles which are not **Rental Vehicles**;
  - n. any damage resulting from wear and tear, progressive deterioration and insect or vermin;
  - o. any damage caused by damage to the interior or equipment of the **Rental Vehicle** (such as roof rack, navigation system, child seat and the like);
  - p. any damage to the **Rental Vehicle** which occurs when the person driving the **Rental Vehicle** is not the person specified in the **Rental Agreement** as **Lead** or **Additional Driver**;
  - q. any costs if the **Insured** is entitled to reimbursement from his/her employer;
  - r. any damage resulting from driving the **Rental Vehicle** off designated roads, as well as on unpaved roads and roads without public road status;
  - s. any indirect costs You may incur as a result of damage occurring to the **Rental Vehicle** such as transport costs or the cost of hiring a replacement vehicle;
  - t. any damage where the **Insured** has been informed in advance of a potential risk of damage to the **Rental Vehicle**, e.g. the risk of spillages or moving in an area with animals that could cause damage;
  - u. any claim or damage under this **Insurance Policy** if accepting liability would expose **Us** to any sanction, prohibition or restriction under any United Nations resolution or trade or economic sanction or violation of any law or regulation of the European Union, the Republic of Ireland, the United Kingdom or the United States of America;
  - v. any damage related to or arising from:
    - a. war, invasion, act of foreign forces, acts or operations of war (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion of insurrectionary proportions, acts of self-proclaimed military authorities
    - b. Acts of **Terrorism**;
    - c. hostilities or acts of **Terrorism** resulting in the use, or risk of use, of weapons or nuclear or biological or chemical agents;
    - d. ionizing radiation or radioactive contamination following contact with fuel or waste radioactivity resulting from the combustion of nuclear fuel.

## 8. Insurance premium

1. Unless otherwise agreed in the **Insurance Policy**, the premium is a single premium, payable for the entire **Insurance Period**. The amount of the premium is set in the **Insurance Policy**.
2. Unless otherwise specified in the **Insurance Policy**, the premium is payable on conclusion of the **Insurance Policy**.
3. In the event of termination of the insurance during the **Policy Period**, the premium will be refunded to the **Policyholder** in accordance with the provisions of Clause 5.6 of the **Insurance Conditions**.

## 9. Claims procedure

In the event of a loss, the **Insured** is obliged to proceed in accordance with the following procedure:

### Step 1 – Returning your Rental Vehicle

If the **Rental Vehicle** is damaged as a result of an event specified as an **Insured Risk** during the period of validity of the **Rental Agreement** you are obliged to:

- taking photographs of the damage caused,
- verify that you are liable for the cost of repairing damage in accordance with the provisions of the **Rental Agreement**,
- obtain a report documenting the damage and an invoice or other document confirming the fact that and the amount of the costs related to the damage (the Insurer recommends paying the liability using the card and not in cash).

### Step 2 – Claim notification

All claims must be reported to our **Administrator**, whose details are indicated below. You are required to make your claim within 31 days of the end date of the **Rental Agreement** during the term of which the damage occurred.

A claim can be reported electronically through the web site [www.defend-online.pl/xs](http://www.defend-online.pl/xs) or through the **Administrator**

#### **DEFEND INSURANCE Sp. z o.o.**

Loss Adjustment Department

40-568 Katowice

103 Ligocka Street

Tel: +48 32 797 10 41 lub + 48 739 32 01 01

Email: [szkody@defendinsurance.pl](mailto:szkody@defendinsurance.pl)

When reporting a claim, the **Insurance Policy** number must be stated.

### Step 3 - Providing documentation

Copies of the following documents must be submitted during the loss adjustment process:

- **Rental Agreement**
- Police Report, if the circumstances of the incident required the presence of the police in accordance with the law Photographs of the damage to the Rental Vehicle (and of the vehicle before the damage, if available)
- Accident Report documenting the damage drawn up by the **Rental Company**
- Invoices/bills/receipts or other documents evidencing the amount of costs you have incurred in connection with the damage for which **You** have been held liable by the **Rental Company**
- Proof of payment of the costs incurred in the form of a statement from the account from which the payment was made
- **Your** bank account number

If necessary, we may ask **You** to provide additional documents (for example, copies of your passport, driving license, etc.).

### Step 4 – Claims payment

**The insurer** will pay the compensation within 15 days from the date of completion of the loss adjustment procedure to **your** bank account maintained in Polish currency (PLN).

Failure to comply with this procedure may result in a refusal to pay or a reduction in compensation.

## 10. General duties of the Insured

1. **You** are obliged to provide all relevant and truthful information and to cooperate in the loss adjustment process.
2. No third parties shall be entitled to take any action, give any approval or accept any responsibility on **Our** behalf unless a power of attorney has been given to such person in writing.

## 11. Complaints and dispute resolution

- Complaints are speeches, including complaints and grievances, addressed to the Insurer and containing objections regarding the services provided. Complaints related to the conclusion or execution of the **Insurance Policy**, the **Policyholder** or the **Insured**, may report to the **Insurer**: with regard to the sales, administration or loss adjustment process through the **Administrator**, in the form:
  - in writing - in person at the registered office of the **Administrator**: DEFEND Insurance Sp. z o.o., 40-568 Katowice 103, Ligocka Street or by mail to the above address;
  - orally - by telephone on (32) 797 10 41 or in person at the offices of the **Administrator**;
  - electronic - to the address: [reklamacje@defendinsurance.pl](mailto:reklamacje@defendinsurance.pl).
- The submitted complaint will be answered without undue delay, within a maximum of 30 days from receipt of the complaint. In special cases, the complaint processing time may be extended to 60 days. In such a situation, the person making the complaint will be informed of the reasons for the delay, together with an indication of the circumstances that need to be clarified in order to resolve the case and the expected time limit for handling the claim.
- The complaint will be answered in the form of:
  - on paper or by means of another durable medium,
  - electronically (only at the request of the person making the complaint).
- The person making the complaint, in the event that the complaint is not upheld or in the failure to implement the complaint in accordance with the customer's wishes, despite the ineffective expiry of the time limit for processing the complaint, has the right to apply to the Financial Ombudsman. The Ombudsman's address details are as follows:

Financial Ombudsman  
ul. Nowogrodzka 47A  
00-695 Warszawa  
Polska  
Tel: +48 22 333 73 26/27  
Fax: +48 22 333 73 29  
E-mail: [biuro@rf.gov.pl](mailto:biuro@rf.gov.pl)
- The lodging of a complaint does not limit the right of the **Insured** to bring an action before the competent ordinary court.

## 12. Legal and Regulatory information

- Premiums and Claims - Your rights:** For the administration of the **Insurance Policy**, settlement of premium payments and handling of the loss adjustment process the entity authorized to represent the Insurer is the **Administrator** acting as the Insurer's agent. This means that the payment of the premium to the **Administrator** is equivalent to its payment to the **Insurer**, and any claims submitted to the **Administrator** are deemed settled from the moment **your** bank account is credited with the amount of the Insurance benefit awarded.
- Questions and amendments concerning the contract:** If you have any doubts or wish to request a waiver or amendments to the contract, please contact the **Policy Administrator** at DEFEND INSURANCE Sp. z o.o., 40-568 Katowice ul. Ligocka 103 tel: +48 32 797 10 41 or + 48 739 32 01 01 email: [info@defendinsurance.pl](mailto:info@defendinsurance.pl)
- Jurisdiction of law and court:** This insurance shall be governed by the applicable laws of the Republic of Poland and any disputes shall be dealt with by the courts of the Republic of Poland according to general jurisdiction.
- Language and communication:** All insurance documents and correspondence with **you** will be conducted in Polish. Both paper mail as well as e-mail correspondence will be deemed to meet the requirement of being in writing.
- Right of recourse: on the date of payment of Insurance benefit by the Insurer, the Policyholder's claim against a third party responsible for the damage passes by operation of law to the insurer up to the amount of the compensation paid.**
- Fraud prevention:** if the **Policyholder** or a person acting on the **Policyholder's** behalf provides information which is false or intended to mislead the **Insurer**, the consequence of such action shall be the forfeiture of the right to any claim under the **Insurance Policy** concluded and the granting to the **Insurer** of the right to recover from the **Policyholder** any costs incurred in connection with the **Insurance Policy** concluded.
- Service:** All correspondence delivered to the **Policy Administrator** will be deemed to have been delivered to the **Insurer**.

## 13. Data Protection

- Your personal data is collected by the Administrator and the Insurer acting in close conjunction as a controller, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of the Directive 95/46/EC.
- Complete information on the scope of data collected, the purpose of collection, the manner of processing, the period of their retention period, and the rights of our customers is contained in the document "Information and statements regarding the processing of personal data - in accordance with the requirements of the Regulation on the protection of personal data" provided at the conclusion of the insurance contract or made available at [www.defendinsurance.pl](http://www.defendinsurance.pl).

## 14. Final provisions

- This insurance is subject to the Insurance and Reinsurance Business Act, the provisions of the Civil Code and other applicable laws in force in the territory of Poland.
- These Insurance Conditions shall come into force on 1.01.2024.