



Road haulier and freight forwarder's liability insurance



- Insurance product information sheet
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Road haulier and freight forwarder's liability insurance



Insurance product information sheet

Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: Road haulier and freight forwarder's liability
insurance

Full information is provided in the **General Terms and Conditions of the Road Haulier and Freight Forwarder's Liability Insurance** of 12 February 2024 (code: AB-OCPDS-01/24). The terms used in the document have the meanings set out in the GTC. In this document, if we use the form of "we" – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

What kind of insurance is it?

Road haulier and freight forwarder's liability insurance is aimed at:

- within the scope of the road haulier's liability insurance to undertakings professionally engaged in international or domestic road transit for hire or reward (haulier's liability insurance, group 10 of chapter II of the Annex to the Act of 11 September 2015 on insurance and reinsurance activity);
- in respect of the freight forwarder's liability insurance, to undertakings licenced and professionally engaged, within the scope of its business, in the provision of freight forwarding services (group 10 from chapter II of the Annex to the Act of 11 September 2015 on insurance and reinsurance activity).

 <h4>What is the insured item?</h4> <p>The insured item is:</p> <ul style="list-style-type: none">✓ road haulier's liability in domestic traffic for loss, reduction, or damage to a cargo sending occurring during the insurance period and for delay in carriage attributable to the policyholder in accordance with the Carriage Law;✓ road haulier's liability in international traffic for the total or partial disappearance of a cargo sending occurring during the insurance period, for damage to it and for delay in delivery attributable to the policyholder in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR);✓ road haulier's liability in respect of cabotage operations in the Federal Republic of Germany carried out by heavy goods vehicles with a permissible laden weight exceeding 3.5 tons (legally owned by the insured) under German Carriage Law and the German Commercial Code;✓ freight forwarder's liability for property and financial claim arisen during the insurance period, resulting from non-performance or improper performance of the forwarding Agreement, which is borne by the policyholder in accordance with the Civil Code, subject to the remaining provisions of the GTC.✓ The road haulier's liability insurance in international traffic also covers the road haulier's liability in respect of cabotage operations within the European Union (including the Federal Republic of Germany in respect of heavy goods vehicles with a maximum authorised mass of 3.5 tons), the United Kingdom and Norway, based on the provisions of the CMR Convention, subject to the provisions of the GTC.✓ The insurance coverage for the road haulier's liability insurance in domestic and international traffic may be extended by including individual clauses relating to categories of goods carried in the insurance contract.✓ The insurance coverage within the scope of the freight forwarder's liability insurance may be extended to include the third-party liability of the policyholder for claim related to:<ul style="list-style-type: none">• road carriage in domestic or international traffic, which the policyholder does not carry out by its own conveyance, but for which it has assumed liability in accordance with his contract of carriage;• rail carriage in domestic or international traffic, which the policyholder does not carry out by its own conveyance, but for which it has assumed liability in accordance with his contract of carriage.	 <h4>What events are not covered by the insurance?</h4> <p>We shall not be liable for any claim arising out of or in connection with:</p> <ul style="list-style-type: none">✗ armed conflict, hostilities, invasions or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution, cyber-war;✗ strikes, civil unrest, riots, commotions, sabotage, lockouts;✗ permanent or temporary takeover of the cargo sending by the public authorities (confiscation), seizure of the cargo sending, nationalisation, requisition, destruction under a legal act issued by the authorities;✗ effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and weapons of mass destruction;✗ use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system, losses caused by computer attack (hacking);✗ asbestos in any quantity and form;✗ an infectious disease, an actual or suspected hazard;✗ unavailability, loss, distortion, inoperability, malfunction, or misuse of electronic data.
	 <h4>What are the insurance coverage limitations?</h4> <ul style="list-style-type: none">! the sum insured constitutes the upper limit of our liability (unless the parties have contractually stipulated a separate, lower limit of liability), subject to § 25 section 2 of the GTC. <p>Insurance coverage:</p> <ul style="list-style-type: none">! shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.! is limited to the consequences of circumstances that have not been communicated to us;! is limited to the liability sub-limits established for certain risks;! it shall not be granted if the policyholder, acting as a freight forwarder, road haulier in domestic, international or cabotage traffic, does not hold an appropriate certificate of conducting business in this regard and the licence, concession or permit required by law to carry out such business. <p>Road haulier and freight forwarder's liability insurance does not cover:</p> <ul style="list-style-type: none">! damage above the sum insured, except for the costs of disposal, for which a limit of PLN 25,000 has been set for any and all events above the sum insured;! losses caused wilfully by the insured party or persons for whom the insured is liable,! damage caused by drivers under the influence of alcohol, alcohol intoxication or intoxication by means of which driving is prohibited or inadvisable;! environmental damage;

<p>Within the limits of the sum insured, we shall cover:</p> <ul style="list-style-type: none"> ✓ necessary costs of actions that must be taken by the insured directly after an event in order to prevent or reduce the claim against a cargo sending, as long as they are reasonable, even if proved ineffective, including: <ul style="list-style-type: none"> a) the costs of segregation of the damaged goods, b) transshipment costs, c) costs of temporary warehousing of the cargo sending after claim, not exceeding 21 days – up to the sum insured; ✓ the costs of fees of appraisers appointed in a written arrangement with us in order to investigate the circumstances, causes or extent of the claim – up to the amount of sum insured, ✓ necessary costs, agreed with us, of judicial and extrajudicial defence of the insured against the claims of the aggrieved party in a dispute conducted in cooperation with us, including costs of mediation or conciliation, up to the amount of the sum insured. ✓ In addition to the sum insured, we reimburse the costs of disposal of the remainder of the cargo sending after the claim (including costs of transit to the place of disposal), if the disposal was necessary in accordance with the applicable provisions – a sub-limit of PLN 25,000 for one and all events. ✓ In addition, in the third-party liability insurance for a haulier engaged in domestic and international traffic, we reimburse the costs of cleaning the useless cargo sending or its residual parts from the scene of the event, after the claim caused by the road traffic event, as well as of raising and pulling the conveyance which was the subject of the accident, if necessary and justified in order to save the carried cargo sending – a sub-limit of PLN 25,000 for one and all events. ✓ The Insurer shall be liable up to the amount of the sum insured. In relation to specific events, the contract sets limits within the sum insured (sub-limits). 	<ul style="list-style-type: none"> ! financial penalties imposed on the haulier, freight forwarder or person for whom it is liable, including liquidated damages, administrative penalties, and court fines; ! carriage charge or freight forwarding compensation; ! excise duties (including those resulting from the duty suspension arrangement). <p>Road haulier and freight forwarder's liability insurance does not cover carriage/freight forwarding:</p> <ul style="list-style-type: none"> ! weapons, ammunition (including cluster munitions and anti-personnel mines) as defined in UN conventions and resolutions in force; ! dangerous goods ADR, classes I and VII; ! damaged goods, expired at the date of acceptance for carriage and waste; ! monetary values and valuables, and any documents; ! works of art, philatelic and numismatic collections; ! models and prototypes; ! live animals; <p>Road haulier's liability insurance does not cover:</p> <ul style="list-style-type: none"> ! carriage of sendings by courier and post carried in accordance with postal law; ! carriage of moving services, as part of road assistance or assistance services; ! claims for substitute performance of contracts as well as claims for reimbursement of costs incurred for or on account of performance of the contract of carriage; ! loss arising during carriage, if the insured person has not received a carriage order and the waybill does not contain (irrespective of any other information) the data of the insured person or his principal; ! damage caused by leaving the vehicle unattended, except in the cases listed in § 9 section 1 item 7 of GTC; ! loss caused by driving by persons who do not hold the relevant licence in the form of a valid driving licence or a professional certificate of qualification, except for the cases listed in § 9 section 1 item 6 of the GTC; ! property damage arisen during carriage by a vehicle without a valid technical examination, except for the cases listed in § 9 section 1 item 5 of GTC; <p>Road haulier's liability insurance for domestic or international traffic, unless the scope of insurance has been extended, the insurance coverage does not include:</p> <ol style="list-style-type: none"> a) haulier's liability for carriage of: <ul style="list-style-type: none"> ! goods with controlled carriage temperature, medicines, cargo sendings of goods carried by non-standard vehicles, new motor vehicles, construction and agricultural machinery, used motor vehicles, construction and agricultural machinery; b) haulier's liability for any claim caused by or in connection with: <ul style="list-style-type: none"> ! handing over the cargo sending to an unauthorised consignee; ! failure to deliver an extorted cargo sending for carriage by a lawful haulier or persons who have misrepresented themselves as a particular haulier; c) damage to property caused by or in connection with a delay in the carriage (delay in delivery) of the cargo sending; d) haulier's liability insurance engaged in international traffic: <ul style="list-style-type: none"> ! for the carriage of cargo sendings with the value declared in the waybill in accordance with Article 24 of the CMR Convention; ! for the carriage of cargo sendings with a special interest in delivery as referred to in Article 26 of the CMR Convention; ! under the domestic law of the State in which the cabotage operation is carried out within the European Union, which goes beyond the liability it would incur under the provisions of the CMR Convention. <p>Freight forwarder's liability insurance coverage does not include:</p> <ul style="list-style-type: none"> ! losses arising from customs documents filled out incorrectly; ! any damage caused by the performance of any acts by the freight forwarder as customs agent; ! deficiencies in the cargo sending disclosed by the inventory carried out during the temporary warehousing or storage of the goods;
	 <ul style="list-style-type: none"> ! damage caused by the receipt by the insured of an order containing inaccurate, incomplete or incorrect data which made it impossible to determine the scope of the contracted services and activities or the type of contract concluded. <p>In the event of breach by wilful misconduct or gross negligence by the policyholder or the insured of the responsibilities under the insurance contract, including § 29, § 30, § 31 and § 33 of GTC, we may refuse to pay compensation or reduce its amount accordingly, in the cases specified in these GTC paragraphs.</p>



Where is the insurance coverage valid?

- ✓ Road haulier's liability insurance shall apply to:
 - in domestic traffic within the territory of the Republic of Poland
 - in international traffic in countries within the political borders of Europe, excluding Ukraine, Belarus, Russia, Kazakhstan and Turkey
- ✓ Freight forwarder's liability insurance is valid worldwide.



What are the responsibilities of the policyholder/insured?

If the policyholder concludes the insurance contract on someone else's account (for the insured), the provisions of the GTC will apply respectively to the person on whose account the insurance contract was concluded.

Responsibilities at the beginning of the contract:

- the policyholder shall inform us about all circumstances known to us and requested by us in the offer form or other letters.

Responsibilities during the term of the insurance contract:

- the policyholder shall pay the premium within the time limit and in the amount specified in the insurance contract;
- the policyholder shall notify us of the changes in circumstances we asked about in the offer form or other correspondence immediately upon receiving information about them;
- the insured and the persons for whom the insured is liable shall, upon the haulier's acceptance of the goods for carriage, check the content of the waybill (quantity and weight of the goods, their characteristics and numbers) and the condition of the goods and their packaging; any objections as to the condition of arrival at the carriage of the sending should be entered in the waybill, stating the reasons therefor;
- the insured and the persons for whom the insured is liable shall comply with the recommendations and instructions arising from the carriage order and observe the rules and regulations aimed at preventing claim, including those relating to road traffic safety.

Responsibilities in event of claim:

- the policyholder shall notify us of the claim immediately, no later than within 3 business days of becoming aware of the claim event; if the contract was concluded on someone else's account, this obligation shall also rest with the insured, unless he/she was unaware of the conclusion of the insurance contract on his/her account;
- the policyholder and the insured shall cooperate with us to explain all circumstances and causes of the claim and to determine the extent of the claim;
- the policyholder and the insured shall comply with our recommendations, provide us with information and necessary powers of attorney;
- in the event of an accident, the insured shall use all available means to salvage the cargo sending, to prevent or reduce the size of the claim and to protect the property directly at risk from claim;
- the insured shall immediately report the event to the Police if there is a reasonable suspicion that the claim was caused by a crime or a road traffic event;
- the insured shall provide us with all documentation necessary to identify the cargo sending and to determine the circumstances of the claim, its causes and extent;
- the insured shall draw up a protocol on the condition of the cargo sending, resulting damage and circumstances of the event;
- The insured shall secure recourse rights of any third party who may be liable for any claim and provide us with any information that may be relevant to the assessment of any third-party liability.



How and when should premiums be paid?

- The premium may be paid once or in instalments and shall be paid by bank transfer or postal order to the bank account indicated in the insurance contract.
- Amounts, due dates and methods of payment of the premium or the premium instalments are specified in the insurance document (under the policy).
- The date of payment shall be deemed to be the date of ordering payment at the bank (transfer) or at the post office (order) to the appropriate account, provided that the policyholder has provided sufficient funds for the execution of the order.



When does the insurance coverage begin and end?

- The insurance period lasts 12 months, unless the insurance contract was concluded for a shorter period (short-term insurance).
- Our liability starts from the moment indicated in the insurance contract as the commencement of the insurance period, irrespective of the date and method of payment of the premium, unless the insurance contract provides for otherwise.
- Our liability ends upon the expiry of the insurance period, unless the insurance coverage has expired before or lasts beyond that date, but only with respect to events occurring during the insurance period.



How can the contract be terminated?

- ✓ If the insurance contract has been concluded for a period exceeding 6 months, the policyholder has the right to withdraw from the contract within 30 days, and the policyholder being the entrepreneur has the right to withdraw from the insurance contract within 7 days from the date of conclusion of the contract.
- ✓ We may terminate the insurance contract with immediate effect for important reasons, i.e.: extortion or attempted extortion by the policyholder or the insured or compensation under the insurance contract, Commission of an offence by the policyholder or the insured in connection with the conclusion or performance of the insurance contract and non-performance or improper performance by the policyholder of the responsibilities indicated in § 21 section 4 of GTC.
- ✓ Withdrawal from the insurance contract shall not release the policyholder from the obligation to pay the premium for the insurance period used.
- ✓ In the event of termination or withdrawal from the contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.



General Terms and Conditions of Road Haulier and Freight Forwarder's Liability Insurance

AB-OCPS-01/24

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The table indicates the provisions of the General Terms and Conditions of Road Haulier and Freight Forwarder's Liability Insurance governing the issues listed in Article 17(1) of the Act of 11 September 2015 on insurance and reinsurance activity.

Provision	
Prerequisites for payment of compensation and other benefits or the value of insurance:	Limitations and exclusions from liability of the insurance undertaking allowing it to refuse the payment of compensation and other benefits or to decrease their amounts:
§ 5, § 7, § 9 section 1, § 10, § 11 section 1, § 12 section 1 and 2, § 25, § 34, § 35, § 36.	§ 6, § 8 section 1, § 9 section 2, § 10, § 11 section 2 and 4, § 12 section 3, § 14, § 15, § 16, § 17, § 18 section 2, § 19, § 22, § 23, § 24, § 26 section 6, § 32 section 2, § 33 section 1, 3, and 4, § 37 section 1, 2, and 3, § 39 section 4.

Basic information

Product

Road Haulier and Freight Forwarder's Liability Insurance, which falls within group 10 in chapter II (property insurance and other personal insurance), in accordance with the Annex to the Act of 11 September 2015 on insurance and reinsurance activity (liability insurance of all kinds arising out of the possession and use of self-propelled land vehicles, including haulier's liability insurance).

Insurer

Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

ul. Hestii 1, 81-731 Sopot

KRS 0000024812, 8th Commercial Division of the National Court Register, District Court for Gdańsk-Północ in Gdańsk

Tax ID No (NIP) 585-000-16-90

Share capital paid in full: PLN 196,580,900.

We have the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

In this document, if we use the form of "we" – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

General provisions

§ 1

1. General terms and conditions of road haulier and freight forwarder's liability insurance, hereinafter referred to as **GTC**, apply to insurance contracts concluded by Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., hereinafter referred to as the **insurer**, covering third-party liability insurance for natural persons, legal persons or unincorporated organisational units:
 - 1) conducting business in the area of carriage of cargo sendings in road transit for hire or reward or providing freight forwarding services against payment,
 - 2) holding permits or licences necessary for a given activity, as required by applicable laws, hereinafter referred to as **policyholders**
2. Under the GTC, we conclude insurance contracts for:
 - 1) road haulier's liability in domestic traffic; **Section I**
 - 2) road haulier's liability engaged in international traffic, including road haulier's liability for cabotage operations in the European Union, the United Kingdom and Norway;
 - 3) road haulier's liability in respect of cabotage operations in the Federal Republic of Germany;
 - 4) freight forwarder's liability. **Section II**

§ 2

1. The policyholder may conclude the insurance contract on someone else's account (on behalf of **the insured**) or for its own account – in this case, it is also the insured.
2. If an insurance contract is concluded on someone else's account, the provisions of GTC shall apply mutatis mutandis to the person on whose account the insurance contract was concluded (the insured), in particular the provisions on all rights, responsibilities and scope of liability.

§ 3

1. We may also conclude insurance contracts under individually agreed terms and conditions, deviating from the GTC.
2. Additional contractual clauses and individually agreed terms referred to in section 1 shall be made in writing under pain of nullity.

3. In the GTC, we use defined terms, and their meaning is given in § 1-2 and § 4 (Definitions). It is understood that a defined term has the same meaning regardless of whether we use it in the singular or plural. The definitions of terms used may differ from the typical, common meaning, as well as from the definitions contained in generally applicable laws, and may affect the scope of the insurance coverage provided.

Definitions

§ 4

The terms used in the GTC shall have the meanings consistent with the following definitions:

1.	computer attack (hacker)	illegal activities and unauthorised access to data by unauthorised persons, including diffuse DDoS distribution attack, which is deemed to be an attack on the insured's computer systems or network service, carried out by third parties to prevent action by seizing all available resources or by malicious software, including but not limited to computer viruses, spyware, keyloggers, ransomware
2.	infectious disease	any disease, known or unknown, which may be transmitted from one organism to another by any substance or agent, where: <ol style="list-style-type: none"> a substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether considered to be live or not, and the method of transmission, direct or indirect, includes, but is not limited to, human touch or contact, airborne transmission, transmission through body fluids, transfer to or from or through any fixed object, surface, liquid or gas, and a disease, substance or agent may, alone or in combination with other co-existing diseases, illnesses, genetic susceptibility or human immune system, cause death, disease or injury, or temporarily or permanently impair human physical or mental health, or adversely affect the value or safe use of any property
3.	electronic data	information in digital format, regardless of the way in which it is displayed and used, suitable for electronic processing, stored outside the RAM operational memory, i.e.: <ol style="list-style-type: none"> data recorded in data sets; operating systems and software, licences; serial and application programs from individual production
4.	works of art, philatelic and numismatic collections	the following movables, parts or assemblies thereof: <ol style="list-style-type: none"> original works of fine arts, art crafts and applied art; collections comprising catalogued sets of items collected and structured according to concepts of the respective collectors, catalogued numismatic items, philatelic collections and historical relics, especially militaria, banners, seals, emblems, medals and orders; technical artefacts, especially equipment, conveyance, machinery, or tools being an expression of material culture, typical of old and new forms of economy, documenting the status of science and progress of civilisation; catalogued library resources; works of folk craft and handicraft and other ethnographic objects; items commemorating historical events or the achievements of eminent personalities or institutions
5.	deductible	the value specified in the insurance contract (percentage, amount or percentage and amount) by which we will reduce the compensation paid
6.	container	a transit device of a durable nature and adequate strength to ensure that cargo sendings can be carried multiple times without the need to be transhipped during a change of conveyance, which is resistant to carriage conditions, equipped with tools enabling easy transit and transhipment, such as hooks, towing devices, coupling brackets

7.	waybill	a document confirming the haulier's acceptance of the cargo sending for carriage containing at least: <ul style="list-style-type: none"> a) the name and address of the consignor and the name and address of the haulier; b) the destination of the sending and the name and address of the consignee; c) the nature of the items, weight (weight), number of items of the sending, manner of packaging and marking; d) the place and date of acceptance of the cargo sending for carriage; including electronic transfer, computer printout or any other carriage electronic document containing such data
8.	dangerous goods ADR	materials and objects classified by the Agreement (Convention) concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957
9.	waste	useless, environmentally burdensome objects and substances which the holder discards, intends to discard or is obliged to discard them; secondary raw materials are not considered waste
10.	persons for whom the insured is liable	<ul style="list-style-type: none"> a) with regard to haulier's liability: hauliers used by the insured to perform the contract of carriage and other persons with the assistance of whom it performs the contract of carriage or to whom it entrusts carriage, including employees of the insured b) with regard to the freight forwarder's liability: hauliers and further freight forwarders used by the insured to perform the freight forwarding contract and other persons with the assistance of whom it performs the freight forwarding contract or to whom it entrusts carriage, including employees of the insured
11.	employees of the insured	a natural person employed by the insured under an employment contract or under a civil law contract, excluding a natural person who has concluded a civil law contract with the insured as an entrepreneur; the following shall also be regarded as an Employee: <ul style="list-style-type: none"> a) a trainee, intern or volunteer to whom the insured person has delegated work, and b) a temporary worker performing work for and under the direction of the insured
12.	transfer of the cargo sending to an unauthorised consignee	delivery of the cargo sending to a person who was not the consignee or consignor indicated in the waybill
13.	cargo sending (goods)	goods accepted for carriage under cover of a waybill containing, among other necessary information, the particulars of the insured or his principal; wherever the term "cargo sending" (Carriage Law) or "cargo sending" (CMR Convention) is used in the law, we regard these terms as being essentially identical.
14.	carriage/freight forwarding of the cargo sending by non-standard vehicles	carriage/freight forwarding of the cargo sending in vehicles and vehicle sets for which a licence to drive in non-standard vehicles is required
15.	robbery	seizure of cargo sending by threat of immediate use of force to a person or after making them unconscious or helpless.
16.	secondary raw materials	waste that is recyclable, i.e. reprocessing, with a specific value (including products derived from production surpluses, defective products or used packaging)
17.	claim	<ul style="list-style-type: none"> a) property claim – loss, reduction (total or partial disappearance) or damage to the cargo sending; b) financial claim – financial loss expressed in money, resulting directly from non-performance or improper performance by the insured of obligations under the contract of carriage or freight forwarding contract, not resulting from property claim

18. monetary values and valuables	domestic and foreign coins and notes, cheques, bills of exchange, letters of credit, bonds, securities, excise bands, excise stamps, tokens, lottery tickets, public transport tickets, retail vouchers and other cash and gold equivalents, silver and articles thereof, precious stones, pearls and amber, as well as platinum and other platinum group metals
19. actual value	value corresponding to the costs of replacement of the cargo sending to the condition prior to the claim, but to the unimproved condition and less the degree of technical wear and tear expressed as a percentage

Insured item and scope of insurance coverage

Insured item and scope of road haulier's liability insurance (Section I)

§ 5

1. Subject to the other provisions of the GTC, the insured item is:
 - 1) road haulier's liability in domestic traffic for loss, reduction, or damage to a cargo sending occurring during the insurance period and for delay in carriage attributable to the insured in accordance with the Act of 15 November 1984 – Carriage Law, hereinafter referred to as the Carriage Law;
 - 2) road haulier's liability in international traffic for the total or partial disappearance of a cargo sending occurring during the insurance period, for damage to it and for delay in delivery attributable to the insured in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Protocol of Signature done at Geneva on 19 May 1956, hereinafter referred to as the CMR Convention;
 - 3) road haulier's liability in respect of cabotage operations in the Federal Republic of Germany carried out by heavy goods vehicles with a permissible laden weight exceeding 3.5 tons, legally owned by the insured, under and pursuant to § 7 of the German Carriage Law (Güterkraftverkehrsgesetz – GüKG) and in accordance with Book Four, Chapter Four of the German Commercial Code, in force from 1 July 1998. (Handelsgesetzbuch – HGB), hereinafter referred to as the German law.
2. The road haulier's liability insurance in international traffic also covers the road haulier's liability in respect of cabotage operations in the European Union (including in the Federal Republic of Germany, carried out by heavy goods vehicles with a maximum authorised mass of 3.5 tons), the United Kingdom and Norway – based on the provisions of the CMR Convention, subject to the provisions of the GTC.

§ 6

In the event of a delay in carriage (delay in delivery), the insurance coverage includes the liability of the road haulier for financial claim arisen:

- 1) for domestic traffic: up to twice the carriage charge – in accordance with Article 83(1) of the Carriage Law,
- 2) in international traffic and cabotage operations within the European Union, the United Kingdom and Norway: up to the carriage charge, in accordance with Article 23(5) of the CMR Convention,
- 3) in cabotage operation in the Federal Republic of Germany: up to triple the carriage charge, in accordance with German law, as indicated in § 5 section 1 item 3 of the GTC.

§ 7

1. Unless the parties agreed otherwise in the insurance contract, the insurance coverage includes the liability of the road haulier:
 - 1) in domestic traffic for carriage within the territory of the Republic of Poland;
 - 2) in international traffic for carriage in countries within the political borders of Europe, excluding Ukraine, Belarus, Russia, Kazakhstan and Turkey.
2. At the request of the policyholder and against payment of an additional premium, we may provide insurance coverage for carriage via/to/from other countries, provided that at least one of the countries to or from which the carriage takes place has acceded to the CMR Convention.

§ 8

1. The insurance contract shall cover the insured's liability, provided that:
 - 1) the insured has received a carriage order, and

- 2) carriage shall take place on the basis of a waybill containing, without prejudice to other information, the necessary particulars of the insured or his principal.
2. We shall consider the data of the insured or the principal of the insured referred to in section 1 to be at least the full name of the insured or his principal or the affixing of the company seal of one of them. If, for reasons beyond the control of the insured, it is not possible to enter his/her data in the waybill, it shall be sufficient to include a legible signature of the driver (full name) and the registration number of the vehicle or combination of vehicles to which the carriage is made.

§ 9

1. Subject to the other provisions and exclusions contained in the GTC, the haulier's liability insurance in domestic and international traffic covers the civil liability of the insured for:

1)	claim caused by gross negligence of the insured or persons for whom the insured is liable, subject to § 34 sections 1 and 4 of the GTC;	gross negligence
2)	claim caused by subcontractors (other hauliers) contracted by the insured under the contract of carriage to perform carriage activities in whole or in part, provided that due diligence is exercised in the selection of subcontractors, which shall be understood as verification of at least: <ul style="list-style-type: none"> a) an insurance contract against road haulier's liability in terms of the scope of insurance and the sum insured corresponding to the value of the property entrusted for carriage; b) concessions, licences, or permits required by law; c) the subcontractor has appropriate conveyance. The policyholder and the insured shall secure the opportunity to assert claims for compensation against persons responsible for the claim.	liability for subcontractors
3)	property claim resulting from loading and unloading of the cargo sending performed by the haulier, provided that the performance of these activities by the insured results from the concluded contract of carriage, transit order or waybill;	loading and unloading
4)	property claim resulting from the haulier's activities of securing the cargo sending on the vehicle used for the carriage, provided that appropriate security devices or materials are used for the type of cargo sending;	goods safeguarding activities
5)	property claim arising during the carriage of a vehicle without a valid technical examination, provided that: <ul style="list-style-type: none"> a) the working order of the vehicle did not affect the occurrence of the claim, and b) No more than 30 days have elapsed since the expiry of the examinations; 	no valid technical examination
6)	property claim where the driver did not hold a valid driving licence or professional certificate of qualification, provided that: <ul style="list-style-type: none"> a) not more than 30 days have elapsed since the date of expiry of their validity, and b) the expiry of the validity of the driving licence did not result from the loss or withdrawal of the driving licence; 	no valid driving licence or certificate of qualification

7)	<p>property claim incurred while leaving the vehicle with the unaccompanied cargo sending, related to:</p> <ul style="list-style-type: none"> a) loading and unloading operations; b) the need to refuel or load electric vehicles, use a toilet at the filling station – such a stop must not last longer than 30 minutes; c) calling for assistance in the event of a failure or a road traffic event; d) leaving in the car park, which provides the service, has a name of the guarded car park and shall issue to the haulier a receipt for the conveyance for custody/supervision; e) necessary stop, forced by the provisions on observing the driver's working time, whereas in order to be covered by insurance, the stop during breaks in the driver's working time must take place in car parks intended for trucks, illuminated, monitored or guarded vehicles; <p>however, under the absolute condition of prior maximum protection of the vehicle by: removing the key from the ignition key; closing locks and other openings which may allow access to the goods or vehicle; activation of alarm systems or other safety devices; on the vehicle's and semi-trailer's equipment;</p> <p>We do not consider the situation where the driver was at all times in the cabin of the vehicle when stopped to leave the vehicle unattended;</p>	<p>leaving the vehicle with the cargo sending</p>
8)	<p>property claim caused by third parties who have entered the cargo compartment illegally; a sub-limit of 25% the sum insured specified in the insurance contract is introduced;</p>	<p>third parties in the loading compartment</p>
9)	<p>claim to containers entrusted to the haulier together with the cargo sending for carriage, pallets, platforms, gitterboxes and other packages securing the cargo sending for the duration of carriage, provided that they are used for repeated use; insurance coverage is provided by:</p> <ul style="list-style-type: none"> a) provided that the registration number of the container is entered in the waybill (in the case of damage to containers) and b) provided that we are not liable for claim caused by or arising out of the design defects of a container, pallets, platforms, gitterboxes or other packaging as a result of operation; <p>a sub-limit of PLN 15,000 for each event and PLN 50,000 for all events during the insurance period is introduced</p>	<p>claim to containers and other removable packaging</p>

2. If individual conditions resulting from § 9 section 1 of the GTC are not met by the policyholder or the insured, there is no insurance coverage.

§ 10

1. Subject to other provisions and exclusions arising from the GTC, the scope of the haulier's liability insurance in international traffic, within the indicated sub-limit of liability for one and all events during the insurance period, shall cover the third-party liability of the insured for:

	sub-limit	
1) damages for customs duty drawback and other expenses incurred in connection with the cargo sending as referred to in Article 23.4 of the CMR Convention, subject to the exemption under § 14 section 4 of the GTC;	PLN 50,000	customs duties and other expenditure
2) claim resulting from the dispatch of the sending without charging the consignee with the charge referred to in Article 21 of the CMR Convention, which the haulier, in accordance with the contract of carriage concluded, is required to collect, provided that the right to pursue claims against the person liable for the charge;	50 000 PLN	failure to collect the charge

3)	claim resulting from the insured's failure to include in the CMR waybill the statement referred to in Article 6(1)(k) of the CMR Convention in conjunction with Article 7(3) of the CMR Convention;	50 000 PLN	Paramount clause
4)	claim arising from the unreasonable choice of third parties to whom the haulier has entrusted the supervision of the cargo sending, in accordance with Article 16(2) of the CMR Convention;	50 000 PLN	unreasonable choice of third parties (supervision)
5)	claim resulting from the non-performance or improper performance of an instruction to amend a contract of carriage as referred to in Article 12 of the CMR Convention;	50 000 PLN	instruction to amend a contract of carriage
6)	financial claim caused by untimely provision of the conveyance for loading, if the delay was longer than 4 hours and caused the ordering party to enter into a contract of carriage with an entity other than the insured; provided that compensation shall not exceed the difference between the amounts of the carriage charge;	PLN 10,000	untimely provision of conveyance
7)	claim resulting from loss, non-use or improper use of documents listed in the waybill and attached thereto or submitted to the haulier in accordance with Article 11(3) of the CMR Convention.	50 000 PLN	loss, non-use, improper use of documents
8)	robbery losses where: a) the haulier shall be liable for claim caused by robbery and b) there are no circumstances releasing the haulier from liability for claim pursuant to Article 17.2 of the CMR Convention; We will not provide insurance coverage for claim where the circumstances of the event make it possible to regard robbery as circumstances which the haulier could not have avoided and the consequences of which could not have been prevented.	up the amount of the sum insured	robbery

2. Subject to other provisions and exclusions arising from the GTC, the scope of the haulier's liability insurance in domestic traffic, within the indicated sub-limit of liability for one and all events during the insurance period, shall cover the civil liability of the insured for:

		sub-limit	
1)	claim resulting from the obligation to reimburse other costs related to the sending, referred to in Article 82 of the Carriage Law, subject to the exclusion under § 14 section 4 of GTC;	50 000 PLN	other costs related to the sending
2)	claim resulting from non-performance or improper performance of an instruction to amend a contract of carriage referred to in Article 70 of the Carriage Law;	50 000 PLN	instruction to amend a contract of carriage
3)	financial claim caused by untimely provision of the conveyance for loading, if the delay was longer than 4 hours and caused the ordering party to conclude a contract of carriage with an entity other than the insured; provided that compensation shall not exceed the difference between the amounts of the carriage charge;	PLN 10,000	untimely provision of conveyance
4)	claim resulting from loss, non-use or improper use of documents listed in the waybill and attached thereto or submitted to the haulier in accordance with Article 71 of the Carriage Law;	50 000 PLN	loss, non-use, improper use of documents
5)	claim caused by robbery.	up the amount of the sum insured	robbery

Insured item and scope of the freight forwarder's liability insurance (Section II)

§ 11

1. The insured item includes the freight forwarder's liability for property and financial claim arisen during the insurance period, resulting from non-performance or improper performance of the forwarding Agreement, which is borne by the insured in accordance with the provisions of the Act of 23 April 1964 – Civil Code, hereinafter referred to as the Civil Code, subject to the remaining provisions of the GTC.
2. Our liability for financial damage resulting from non-performance or improper performance of the freight forwarding contract by the insured shall be limited to 25% of the sum insured specified in the insurance contract.
3. If the forwarding contract concluded by the insured provides for the application of the General Polish freight forwarding conditions (OPWS 2010, OPWS 2020 or any other later version), their provisions shall apply accordingly to the insurance contract.
4. The insurance coverage applies to claim occurring throughout the entire world during the insurance period.

§ 12

1. Property claim arising during temporary warehousing or storage of the cargo sending in connection with the freight forwarding service shall be covered for a period of not more than 30 days, subject to the exclusion from liability arising from § 19 item 3.
2. Upon payment of an additional premium and under individually agreed conditions, after a positive verification of the place (warehouse) where the cargo sending will be stored, we may provide insurance coverage for the damage referred to in section 1 for a period longer than 30 days.
3. We shall not provide insurance coverage for damage caused during warehousing or storage of the sending referred to in section 1 by the insured or any other entity commissioned by the insured, in a manner inconsistent with the applicable laws, standards or generally accepted forwarding practice for a given type of property.

§ 13

1. Against payment of an additional premium, we may cover the insured's civil liability for claim arising from road traffic in domestic or international traffic, which the insured does not perform by his own conveyance, but for which he has assumed liability under his contract of carriage. We provide insurance coverage on the terms and conditions and in accordance with the clauses referred to in Appendix No 1 to the GTC:
 - clause F of the contractual road haulier in domestic traffic and/or
 - clause G of the contractual road haulier in international traffic.
2. Subject to the payment of an additional premium, we may provide insurance coverage for civil liability for claim caused by rail in domestic or international traffic, which the insured person does not perform by his own conveyance, but for which he has assumed liability under his contract of carriage. We provide insurance coverage on the terms and conditions and in accordance with the clauses referred to in Appendix No 1 to the GTC:
 - Clause H of the contractual rail haulier in domestic traffic, and/or
 - clause I of the contractual rail haulier in international traffic.

Exclusions from liability

Exclusions from liability common to road haulier's liability insurance (Section I) and freight forwarder's liability insurance (Section II)

§ 14

1.	Road haulier's liability insurance and freight forwarder's liability insurance shall not cover damage to:	alcohol, drugs, narcotics
	1) caused by drivers under the influence of alcohol, alcohol intoxication or intoxication by means of which driving is prohibited or inadvisable;	
	2) caused wilfully by the insured party or persons for whom the insured is liable,	wilful misconduct
2.	We will not cover carriage and freight forwarding:	material exclusions – goods excluded from protection
	1) weapons, ammunition (including cluster munitions and anti-personnel mines) as defined in UN conventions and resolutions currently in force;	material exclusions – goods excluded from protection
	2) dangerous goods ADR, classes I and VII;	
	3) damaged goods, expired at the date of acceptance for carriage and waste;	
	4) monetary values and valuables, and any documents;	
	5) works of art, philatelic and numismatic collections;	
	6) models and prototypes;	
	7) live animals;	
3.	The insurance coverage does not include financial penalties imposed on the haulier, freight forwarder or person for whom it is liable, including liquidated damages, administrative penalties and court fines.	financial penalties
4.	Moreover, the insurance coverage does not include carriage charge or remuneration for freight forwarding services or excise duty (excise duty), including those resulting from the suspension of excise duty.	carriage charge, remuneration, excise duty
5.	We shall not be liable if the insured, acting as a freight forwarder, road haulier in domestic, international, or cabotage traffic, does not have an appropriate certificate of conduct of business in this regard and a legally required licence, concession or permit to do so.	no permit, licence, concession

§ 15

1.	In the road haulier's liability insurance and the freight forwarder's liability insurance, we shall not be liable for any claim caused directly or indirectly in connection with or as a result of	political risks
	1) armed conflict, hostilities (including without formally declaring war), invasion or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution. We also consider similar activities taking place in cyberspace (cyber-war) to be acts of war;	
	2) strikes, civil unrest, riots, commotions, sabotage, lockouts;	
	3) permanent or temporary takeover of the cargo sending by the public authorities (confiscation), seizure of the cargo sending, nationalisation, requisition, destruction which have occurred under a legal act issued by the authorities, which concerned the cargo sending;	confiscation

4)	effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and the effects of any chemical, biochemical, biological or electromagnetic weapon;	contamination, nuclear energy, weapons of mass destruction
5)	use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system, as well as losses resulting from improper operation or malfunction of any computer systems, hardware and computer software, caused by computer attack (hacking), computer virus, malicious software or other deliberate actions of third parties;	cyber risks
6)	asbestos in any quantity and form;	asbestos
7)	an infectious disease, an actual or suspected threat, as well as any recommendations, decisions or measures taken to limit, prevent or slow down the spread of the infection or to remove or minimise legal liability in relation to an infectious disease, whether taken or implemented by a public authority or by a private body.	infectious disease
2.	Any claim or liability as well as the costs of preventing, removing or minimising the size of an event resulting from unavailability, loss, distortion, inoperability, malfunction or improper use of electronic data processed by hardware, software or data carrier used in any electronic device, system or network shall be excluded from the insurance coverage.	electronic data
3.	Any environmental claims, in particular consisting in the reimbursement of costs of neutralising or cleaning the soil, water, road, roadside, or track contaminated with dangerous substances or other contaminants resulting from the claim, shall be excluded from the insurance coverage.	environmental claims
4.	The insurance contracts we conclude cannot be used to settle transactions subject to economic or trade sanctions, embargoes, international prohibitions and restrictions or under Polish law, hereinafter referred to as sanctions, including those adopted by the European Union, the United Nations and the United States of America, the United Kingdom, or Australia. Accordingly, we do not provide insurance coverage and we will not be obligated to pay any claim or to provide or give any benefit in connection with the insurance coverage to the extent that the provision of insurance coverage, the payment of or the provision/giving of any other benefit in connection with the insurance coverage could result in a breach of any sanctions, unless compliance therewith is contrary to the laws applicable to us.	international sanctions

Exclusions from liability in road haulier's liability insurance (Section I)

§ 16

1.	In the insurance against haulier's liability in domestic or international traffic, we also do not cover haulier's liability for:	leaving the vehicle unattended
1)	claim resulting from leaving the vehicle unattended, which is understood as the physical departure and leaving by the driver of the vehicle, including semi-trailer or semi-trailer itself, together with the cargo sending, subject to § 9 section 1 item 7 of GTC;	
2)	claim caused by driving by persons who do not hold the relevant licence in the form of a valid driving licence or a professional certificate of qualification, subject to § 9 section 1 item 6 of GTC;	no permission
3)	claim to the cargo sending occurring during carriage by a vehicle without a valid technical examination, subject to § 9 section 1 item 5 of GTC;	no valid technical examination
4)	claim to a cargo sending caused by the use of a vehicle which is unsuitable for the carriage of the type of goods, or which is technically unfit.	unadapted or technically unfit vehicle

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|----|---|------------------------------------|
| 2. | In the insurance against haulier's liability in domestic or international traffic, we also do not cover haulier's liability for carriage of: | |
| | 1) sendings by courier and post carried in accordance with postal law; | sending by courier and post |
| | 2) for moving, assistance or assistance services; | moving, assistance |
| 3. | The insurance contract shall not cover claims for substitute performance of contracts of carriage, as well as claims for reimbursement of costs incurred for or in order to perform the contract of carriage. | substitute performance |

§ 17

1. In the haulier's liability insurance in domestic or international traffic, unless, at the request of the policyholder, the scope of cover has been extended by including additional clauses in the insurance contract, the insurance coverage shall also not include:

- | | | |
|----|---|---|
| 1) | haulier's liability for carriage of: | goods protected under the additional clauses |
| | a) goods with controlled carriage temperature; | |
| | b) medication; | |
| | c) cargo sendings carried by non-standard vehicles; | |
| | d) new motor vehicles, construction and agricultural machinery; | |
| | e) used motor vehicles, construction and agricultural machinery; | |
| 2) | haulier's liability for any claim caused by or in connection with: | unauthorised consignee |
| | a) handing over the cargo sending to an unauthorised consignee; | |
| | b) failure to deliver an extorted cargo sending for carriage by a lawful haulier or persons who have misrepresented themselves as a particular haulier; | extortion of goods for carriage |
| 3) | haulier's liability for property claims caused by or in connection with a delay in the carriage (delay in delivery) of the cargo sending; | delay in delivery – property claim |
| 4) | haulier's liability insurance engaged in international traffic: | declaration of value |
| | a) for the carriage of cargo sendings with the value declared in the waybill in accordance with Article 24 of the CMR Convention; | |
| | b) for the carriage of cargo sendings with a special interest in delivery as referred to in Article 26 of the CMR Convention; | amount of special interest |
| | c) under the domestic law of the State in which the cabotage operation is carried out within the European Union, which goes beyond the liability it would incur under the provisions of the CMR Convention. | cabotage operations based on internal law |

2. The liability referred to in section 1 item 1 may be covered by insurance by including additional clauses in the wording specified in Appendix No 1 to the GTC. We charge an additional premium for extending the scope of insurance, as specified in the insurance contract.
3. The liability referred to in section 1 item 2, 3, and 4 may be covered by insurance at the request of the policyholder on individual terms.

§ 18

1. The exclusions from liability referred to in the GTC do not apply to cabotage operations carried out in the territory of the Federal Republic of Germany, where the road haulier's liability insurance is compulsory and the scope of such insurance is defined in German law, indicated in § 5 section 1 item 3 of the GTC. In such situations, only those exclusions from liability which are permitted under German law apply.
2. The insurance coverage does not include the road haulier's liability for claim caused during cabotage operations by a subcontractor.

Exclusions from liability in the freight forwarder's liability insurance (Section II)

§ 19

In the freight forwarder's liability insurance, we also do not cover:

- 1) losses arising from customs documents filled out incorrectly;
- 2) any damage caused by the performance of any acts by the freight forwarder as customs agent;
- 3) deficiencies in the cargo sending disclosed as a result of the inventory carried out during the temporary warehousing or storage referred to in § 12 section 1 and 2 of the GTC;
- 4) damage caused by the receipt by the insured of an order containing inaccurate, incomplete or incorrect information or data which made it impossible to determine the scope of the contracted services and activities or the type of contract concluded.

Method of concluding the insurance contract

§ 20

1. We conclude an insurance contract by negotiation, as a result of the policyholder's acceptance of the insurance offer presented by us, on the basis of a written request or request for quotation submitted to us by the policyholder or the policyholder's attorney.
2. As a minimum, the application shall include the following data:
 - 1) identification of the policyholder and the insured and their addresses,
 - 2) date of establishment of the insured's business in the area of carriage/freight forwarding and the date of receipt of the permit or licence to pursue such business,
 - 3) specification of the number of vehicles used by the insured and at his disposal for the provision of carriage services,
 - 4) type of carried or forwarded goods,
 - 5) the scope of insurance (risks) to be covered by insurance,
 - 6) the amount of expected revenues from the conducted activity,
 - 7) insurance period;
 - 8) sum insured,
 - 9) the number of damages in the last 3 years in respect of the freight forwarder/haulier's liability, with an indication of their causes and size.
3. The conclusion of the insurance contract may depend on obtaining additional information related to the subject matter of the contract.
4. If the request has been drawn up in breach of the GTC, the policyholder should, at our request, complete it or draw up a new request accordingly.
5. The GTC shall be delivered to the policyholder in writing or by e-mail before the conclusion of the insurance contract.
6. The insurance contract shall be deemed concluded upon submission by the policyholder or the attorney representing the policyholder of a written declaration of will concerning the acceptance of the insurance offer presented by us. This statement may also be made by e-mail. We confirm the conclusion of the contract by delivering the insurance document (insurance policy).
7. Any amendments to the insurance contract shall be made in writing. We confirm each agreed amendment to the insurance contract in the form of an Annex to the insurance policy.

Concluding the contract for the account of a third party

§ 21

1. The policyholder shall inform the insured about the conclusion of the insurance contract for its benefit and about its provisions and shall provide the insured with the GTC together with the declaration of the personal data controller.
2. The provisions of the GTC, in particular those concerning any and all rights, responsibilities and scope of liability, shall apply mutatis mutandis to the insured on whose account the insurance contract was concluded.
3. We are only entitled to claim payment of the premium from the policyholder. We can also raise a charge affecting our liability against the insured.
4. If the insured gives its consent to the policyholder to finance the cost of the premium, the policyholder shall deliver to the insured the terms of the insurance contract before giving its consent, and the insured shall confirm in writing that these terms have been delivered to the policyholder.

Insurance period and indemnity period

§ 22

1. Our liability starts from the moment indicated in the insurance contract as the commencement of the insurance period, irrespective of the date and method of payment of the premium, unless the insurance contract provides for otherwise.
2. Our liability ends upon the expiry of the insurance period, unless the insurance coverage has expired before or lasts beyond that date, but only with respect to events occurring during the insurance period.
3. The insurance period is 12 months unless the contract was made for a shorter period (short-term insurance).

Sum insured and additional costs

§ 23

1. In the insurance contract, we determine the sum insured separately for each risk – it constitutes the upper limit of our liability, subject to § 25 section 2 of GTC (disposal costs).
2. Unless the parties agree otherwise, we determine the sum insured for each event during the insurance period.
3. The sum insured for the road haulier's liability in respect of cabotage operations in the Federal Republic of Germany shall be EUR 600,000 for one and EUR 1,200,000 for all events during the insurance period.

§ 24

1. In relation to a specific risk covered by the insurance, we may specify in the insurance contract an individual limit of our liability within the sum insured, hereinafter referred to as the sub-limit.
2. The amount of the sub-limit shall be each time reduced by the amount of compensation paid for claim covered by the insurance scope limited by the sub-limit.
3. At the request of the policyholder, we may agree to replenish the sub-limit, indicating the additional premium due to be paid in order to replenish the sub-limit.
4. If more than one sub-limit of liability applies to specific claim, our liability for a given event shall be limited to the amount of the lowest sub-limit.

§ 25

1. Within the limits of the sum insured, we shall reimburse:

	Section I – Haulier’s liability insurance	Section II – Freight forwarder’s liability insurance	
1) necessary costs of actions that must be taken by the insured directly after an event in order to prevent or reduce the claim against a cargo sending, as long as they are reasonable, even if proved ineffective, including:	up the amount of the sum insured	up the amount of the sum insured	prevention or reduction of claim
a) the costs of segregation of the damaged goods,			
b) transshipment costs,			
c) costs of temporary warehousing of the cargo sending after claim, not exceeding 21 days;			
2) the costs of cleaning the useless cargo sending or its residual parts from the scene of the event, after the claim caused by the road traffic event, as well as of raising and pulling the conveyance, which was the subject of the accident or collision, if necessary and justified in order to save the carried cargo sending;	sub-limit PLN 25,000 per one and all events	–	cleaning the claim residuals
3) the costs of fees of appraisers appointed in an arrangement with us in order to investigate the circumstances, causes or extent of the claim;	up the amount of the sum insured	up the amount of the sum insured	costs of appraisers
4) necessary costs, agreed with us, of judicial and extrajudicial defence of the insured against the claims of the aggrieved party in a dispute conducted in cooperation with us, including costs of mediation or conciliation.	up the amount of the sum insured	up the amount of the sum insured	costs of defence against claims
2. In addition to the sum insured, we reimburse the costs of disposal of the remainder of the cargo sending after the claim (including costs of transit to the place of disposal), if it was necessary in accordance with the applicable provisions of law.	the limit of PLN 25,000 per one and all events in the insurance period.	the limit of PLN 25,000 per one and all events in the insurance period.	disposal

Premium

§ 26

1. We calculate the premium on the basis of the tariff applicable as at the date of preparation of the insurance offer for the policyholder, after we have assessed the risk.
2. The amount of the premium depends on:
 - 1) the amount of the sum insured,
 - 2) the insurance period;
 - 3) the scope of insurance,
 - 4) type of goods being carried/freight forwarding,
 - 5) expected revenues from carriage/freight forwarding services,

- 6) the number of vehicles used by the insured and at his disposal, intended for the performance of the contract of carriage,
 - 7) an individual risk assessment, including taking into account the previous claim history of the insured and the date of establishment of the carriage/freight forwarding business and obtaining a permit or licence to carry out such business.
3. The premium may be paid once or in instalments and shall be paid by bank transfer or postal order to the bank account indicated in the insurance contract. Amounts, due dates and methods of payment of the premium or the premium instalments are specified in the insurance document.
 4. The payment of a premium or a premium instalment is understood as the payment of the amount arising from the insurance contract.
 5. If we are liable before the payment of premium or first instalment, and the premium is not paid on time, we may terminate the contract with immediate effect and demand payment of the premium for the period in which the insurance coverage was provided.
 6. If the premium is paid in instalments, in the event of failure to timely pay the second or any subsequent premium instalment, after the expiry of the payment deadline, we may call on the policyholder to pay the premium instalment, warning the latter that failure to pay within 7 days from the date of receipt of the call will result in cessation of our liability.
 7. The date of payment shall be deemed to be the date of ordering payment at the bank (transfer) or at the post office (order) to the appropriate account, provided that the policyholder has provided sufficient funds for the execution of the order.

§ 27

1. In the event of insurance expiry/termination prior to the expiry of the period for which an insurance contract was concluded, the policyholder shall be entitled to the pro rata premium refund for the period of unused insurance coverage. If the minimum premium is applied in the insurance, the premium due for the period of the insurance coverage used, resulting from the actual value of the premium calculation basis, shall be settled.
2. In order for us to assess whether, during the term of the insurance contract, there has been a change in the probability of occurrence of the insured risk, you shall provide, at our request and subject to our confidentiality, the necessary accounting documents enabling us to verify the level of revenue from the carriage/freight forwarding services provided. If it is determined that during the insurance period cover there was an increase in revenue in relation to the amount of revenue declared in the insurance application, we may charge an additional premium, payable within 30 days of the end of the insurance period.
3. If the compensation we pay equals the sum insured, premium instalments which fall due after the indemnification date shall become immediately due and payable on the indemnification date.

Responsibilities of the policyholder and the insured

Responsibilities prior to the conclusion of the insurance contract

§ 28

1. The policyholder shall be obliged:
 - inform us of all known circumstances requested by us in the bid form or prior to the conclusion of the contract in other correspondence; and
 - report any changes to these circumstances immediately to us.

Should the policyholder conclude the contract through an attorney or a representative, this obligation applies also to the representative and includes also circumstances known to the representative.
2. If an insurance contract is concluded on behalf of another person, the responsibilities specified in section 1 apply both to the policyholder and the insured, unless the insured has not been aware of the contract being concluded on its behalf.

Responsibilities under the insurance contract

§ 29

1. When the haulier accepts the cargo sending for carriage, the insured person or persons for whom he is liable should check the content of the waybill (quantity and weight of the goods, their characteristics and numbers) and the condition of the goods and their packaging.
2. If:
 - haulier has comments on the condition of the cargo sending when it is accepted for carriage, or
 - the consignee objects to the condition of the cargo sending at the time of collection, they should enter comments on the waybill. If it is not possible to enter an entry in the waybill, the haulier and the consignor or the haulier and the consignee shall draw up and sign a record indicating the extent of the damage or omission to the goods for evidence.

§ 30

The insured and the persons for whom the Insured is liable should follow the recommendations and instructions resulting from the carriage order and observe the principles and provisions of law aimed at preventing claim, in particular those concerning road traffic safety.

Responsibilities in event of claim

§ 31

1. The policyholder shall immediately, and no later than within 3 business days of becoming aware of a claim event, notify us of the claim. If the contract was concluded on someone else's account, this obligation shall also rest with the insured, unless he was unaware of the conclusion of the insurance contract on his behalf.
2. In the event of claim, the insured:
 - 1) uses all available means to salvage the cargo sending, to prevent or reduce the size of the claim and to protect the property directly at risk from claim;
 - 2) prepares a record of the condition of the cargo sending, resulting damage and circumstances of the event;
 - 3) immediately report the event to the police if there is a reasonable suspicion that the claim was caused by a crime, collision or accident of the conveyance;
 - 4) secures recourse rights against third parties who may be liable for the claim;
 - 5) to provide us with all information that may be relevant to ascertain the liability of third parties against whom the Insurer may have recourse claim.
 - 6) provides us with all the documentation necessary to identify the cargo sending and establish the circumstances of the claim, its causes and its extent, which we will request in a separate letter.
3. The policyholder and the insured:
 - 1) cooperate with us to explain all circumstances and causes of the claim and to determine the extent of the claim;
 - 2) comply with our recommendations;
 - 3) provide us or a person appointed by us with relevant information and necessary powers of attorney, including in particular powers of attorney ad litem.

§ 32

1. In the case of a claim to make good the claim, the insured shall be obliged to halt any activities aimed at satisfying the aggrieved party's claims, recognising its claims or reaching a settlement with it until a written consent is obtained from us.
2. Satisfying or accepting claims of the aggrieved party by the insured without our written consent required shall not affect our liability.

§ 33

1. The policyholder shall inform us that preparatory proceedings or judicial proceedings have been initiated against the insured in connection with the claim. This information shall be provided no later than 3 business days after the receipt of the documents instituting the proceedings in order to enable us to join the proceedings or to take other legal steps. If the contract was concluded on someone else's account, this obligation shall also rest with the insured, unless he was unaware of the conclusion of the insurance contract on his behalf.
2. The policyholder or the insured shall deliver to us the court decision in the cases referred to in section 1 within 3 business days in order to enable us to prepare and effectively lodge a legal remedy.

Consequences of a breach of the responsibilities

§ 34

1. Failure to comply with or breach by wilful misconduct or gross negligence of the responsibilities specified in § 31 and § 33 of the GTC, including the obligation to notify a claim, may be a ground for refusal to pay compensation in whole or in part to the extent that failure to comply had an impact on the determination of the circumstances, cause or extent of the claim or prevented us from effectively pursuing recourse rights or taking legal steps.
2. The consequences of failure to give notification of claim shall not occur if, within the period prescribed for giving notification, we have been informed of the circumstances which ought to have been communicated to us.
3. We shall not be liable for the consequences of circumstances of which we have not been informed in breach of § 28 section 1 of the GTC. If the breach was caused by wilful misconduct, in case of doubt, we assume that the claim and its consequences result from circumstances that were not communicated to us prior to the conclusion of the insurance contract.
4. In the event of breach by wilful misconduct or gross negligence by the policyholder or the insured of other responsibilities under the insurance contract, including under § 29 and § 30 of GTC, we may:
 - refuse to pay compensation, or
 - reduce the amount accordingly,
 if the breach:
 - has contributed to the occurrence or increase of the claim;
 - it has prevented us from determining the circumstances and consequences of the event; or
 - it prevented the effective enforcement of recourse rights.

Assessment of claim size and compensation

§ 35

1. Within 7 days of receipt of the claim report, we will confirm the acceptance of the claim report and provide the policyholder and the insured with information about:
 - claim number assigned, and
 - necessary documents which the policyholder or insured person should provide to us.
2. We are obliged to make a decision on compensation within 30 days from the date of becoming aware of the claim. If it is not possible to clarify all the circumstances of the claim which are necessary to establish liability or the amount of compensation within the above time limit, we are obliged to make a decision on compensation within 14 days from the date on which it becomes possible to clarify these circumstances.
3. We pay the indisputable portion of compensation within 30 days of receipt of the notification of claim.
4. If the person entitled to file a claim does not agree with our decisions regarding the claim settlement or with the amount of compensation or benefits, this person may submit within 30 days a request in writing for reconsideration of the case.

§ 36

1. We shall assess the legal and factual situation and make a decision on whether to recognise the claim and pay compensation or to refuse to pay compensation. In the decision refusing to pay compensation, we indicate the legal grounds for the refusal and justify our position.

2. We pay compensation on the basis of:
 - recognition of the claim as a result of its own findings made in the proceedings concerning verification of the facts, the legitimacy of the claims and the amount of compensation,
 - the settlement reached; or
 - a final judgment of the court.
3. We are liable up to the sum insured specified in the insurance contract, regardless of the number and amount of damage caused by the same event, subject to § 25 section 2 of GTC concerning the costs of disposal for which we are liable up to the limit indicated above the sum insured.

§ 37

1. Subject to the remaining provisions of the GTC, the amount of claim is determined by:
 - 1) for domestic traffic, on the basis of the Carriage Law;
 - 2) for international traffic and cabotage operations within the European Union, the United Kingdom and Norway, on the basis of the CMR Convention;
 - 3) in the case of cabotage operations carried out in the Federal Republic of Germany by heavy goods vehicles with a permissible laden weight exceeding 3.5 tons – under German law, in accordance with § 5 section 1 item 3 of the GTC;
 - 4) in the case of forwarding services – in accordance with the principles of third-party liability of the insured resulting from the Civil Code.
2. The amount of compensation is determined on the basis of the actual value of the cargo sending in the case of:
 - 1) the carriage or freight forwarding of second-hand goods;
 - 2) carriage of second-hand motor vehicles, construction and agricultural machinery – if the scope of protection was extended to carriage of these goods in accordance with § 17 section 2 of the GTC.
3. In the event of partial damage to a cargo sending, we shall determine compensation in the amount corresponding to a percentage reduction in the net value of that sending. However, the amount of compensation in this case may not exceed the amount of compensation due for:
 - 1) loss of the entire cargo sending, if it suffered reduction in value as a result of damage.
 - 2) claim of that part of the cargo sending which suffered reduction in value as a result of damage.
4. The aggrieved party is required to prove the legitimacy of the reported claim.
We reserve the right to verify submitted documents or consult experts/appraisers.
5. The policyholder or the insured shall, together with the notification of claim and the request for the award and payment of compensation, provide documents such as:
 - 1) waybill;
 - 2) a carriage contract/order or a freight forwarding contract/order or other documentation confirming the nature of the contract and the contracted activities;
 - 3) invoice and specification of the goods being carried/forwarded;
 - 4) a written and signed claim report indicating its causes, circumstances and extent;
 - 5) a statement by the driver carrying out the carriage of the cargo sending concerning the circumstances and causes of the claim;
 - 6) a driver's declaration stating the category of driving licence he was entitled to drive in the course of the carriage and whether those licences were valid at the date of the claim;
 - 7) a police memo, if the claim occurred as a result of collision, road accident or criminal offence;
 - 8) thermograph record and cold store ATP certificate in case of carrying out carriage/freight forwarding with a vehicle with a cold store;
 - 9) printout of the record from the tachograph;
 - 10) permit to carry out domestic road transit, licence to carry out international road transit or licence to act as intermediary in the carriage of goods;
 - 11) the registration certificate of the vehicle carrying out the journey;
 - 12) the claim of the aggrieved party together with the calculation of the amount of claim and the position of the insured as to the legitimacy of this claim.
6. The policyholder and the insured are obliged to make available other documents which we consider necessary to examine the request for payment of compensation.

§ 38

1. We pay compensation on a net basis, unless the person entitled to receive compensation proves that he/she is not a value added tax (VAT) payer and has suffered a claim in this respect.
2. We pay compensation taking into account the limits and sub-limits of liability and reduce the amount of deductible arising from the GTC or in any other amount specified in the insurance contract. For damages to which two or more different deductibles may apply, we will pay the compensation taking into account the higher of them.
3. Unless otherwise agreed, the deductible shall be:
 - 1) for domestic and international carriage – EUR 300;
 - 2) for freight forwarding services – EUR 300;
 - 3) for cabotage operations in the Federal Republic of Germany – EUR 500;
 - 4) for cabotage operations in the European Union, the United Kingdom and Norway – EUR 500.
4. We calculate the deductible according to the average exchange rate announced by the President of the National Bank of Poland, in force on the date of claim and apply it per event.
5. Unless otherwise agreed, the sum of money we pay shall not exceed the claim incurred.

Insurance subrogation

§ 39

1. As of the date of payment of compensation, the claim of the insured against a third party liable for the claim shall pass to us up to the amount of compensation paid.
2. The insured shall secure our recourse rights by making a claim against persons responsible for claim within the time limits provided for by the law on limitation and delivering to us the documents necessary for effective pursuit of recourse claims.
3. If the insured waives, without our consent, your rights against third parties responsible for the claim, we may refuse to pay compensation in whole or in part and, if compensation has already been paid, we may request its full or partial reimbursement.

Termination and withdrawal

§ 40

1. If the insurance contract has been concluded for a period exceeding 6 months, the policyholder has the right to withdraw from the insurance contract within 30 days, and the policyholder being the entrepreneur has the right to withdraw from the insurance contract within 7 days from the date of conclusion of the contract.
2. The declaration of withdrawal from the insurance contract shall be made in writing.

§ 41

If circumstances are disclosed involving a significant change of probability of a claim, either party to an insurance contract may demand a corresponding change in the insurance premium from the moment in which this circumstance occurred, but no earlier than from the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the insurance contract with immediate effect.

§ 42

Subject of the effects of a failure to pay the premium or the premium instalment on time, we may terminate the insurance contract with immediate effect for important reasons, such as:

- 1) extortion or attempted extortion by the policyholder or the insured of compensation under the insurance contract;
- 2) an offence committed by the policyholder or the insured party in connection with the conclusion of performance of the insurance contract;
- 3) non-performance or improper performance by the policyholder of the obligation to deliver to the insured the terms and conditions of the insurance contract indicated in § 21 section 4 of GTC.

§ 43

1. In the event of termination or withdrawal from the insurance contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.
2. Withdrawal from the insurance contract shall not release the policyholder from the obligation to pay the insurance premium for the period during which we provided the coverage.

Complaints, dispute resolution

§ 44

1. The policyholder, the insured or the beneficiary under the insurance contract, as well as persons seeking insurance coverage, may lodge complaints concerning the services provided by us or by an insurance agent acting on our behalf, to the extent not related to the provided insurance coverage.
2. The rules for lodging complaints regarding services provided by us or an exclusive agent, i.e. acting solely for or on behalf of us:
 - 1) complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5555;
 - c) in writing, to the address of the registered office: Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing when visiting our business unit;
 - 2) complaints are processed by our respective organisational unit;
 - 3) we shall send a response to a complaint in writing within 30 days of the date on which we received it or at the request of the complainant – by e-mail;
 - 4) in particularly complex cases which render examining the complaint and providing a reply within 30 days impossible, the reply will be sent within 60 days from the date on which we received it; within 30 days, we will inform the complainant about the need to extend the time limit for responding to the complaint;
 - 5) in non-standard cases, the complainant may contact our Customer Ombudsman through the online form available at: www.ergohestia.pl;
3. Complaints concerning the services provided by the Multiagent (an insurance agent acting in our name and on our behalf, but also in the name and on behalf of other property insurers), within the scope not related to the provided insurance coverage, shall be submitted directly to that agent who provided insurance distribution services. Complaints are processed directly by this agent – if we receive such a complaint, we will forward it to the agent and inform the complainant.
4. A client of a financial market entity (natural person) may also request that the case be examined by the Financial Ombudsman. The address and contact details of the Financial Ombudsman are available at: www.rf.gov.pl.

Jurisdiction and venue

§ 45

1. Insurance contracts are concluded under the provisions of Polish law.
2. Disputes arising from the insurance contract are heard under the Polish law and before courts competent with respect to their general competence, or courts competent for the registered office of the policyholder, insured, or the beneficiary under the insurance contract.
3. Parties to the insurance contract may refer any disputes arising therefrom to arbitration.

Final provisions

§ 46

1. All notifications and representations of the parties to the insurance contract shall be submitted in writing against receipt or shall be sent by registered mail.
2. The parties to the insurance contract shall inform each other about the change of the address or the registered office, as well as change of contact details indicated in relation to sending notifications and representations.
3. The parties may agree in the insurance contract that the notifications and representations of the parties shall be submitted by e-mail, text message (SMS), or telephone to the e-mail addresses indicated by the parties, to the insurer's hotline number, or to the mobile or landline number indicated by the policyholder, respectively.

§ 47

In matters not covered by the GTC, the provisions of the Act on insurance and reinsurance activity, the Civil Code and other applicable provisions of Polish law shall apply, in particular those indicated in the GTC.

§ 48

The General Terms and Conditions of Insurance shall enter into force on 12 February 2024, and they shall apply to insurance contracts concluded as from that date.

**President of the
Management Board**



Artur Borowiński

**Vice-President of the
Management Board
for Corporate Insurance**



Adam Roman

Appendix No 1

Additional clauses

Additional clauses to the road haulier's liability insurance (Section I)

For extending the scope of insurance by the following clauses, the policyholder pays the premium specified in the insurance contract.

Provisions of the GTC that are not expressly modified by the clauses shall remain in force and apply also to the scope of insurance coverage regulated in the clause.

Clause A

Road Haulier's Liability for carriage of goods with a controlled carriage temperature

1. The insurance cover extends to cover the haulier's liability for the carriage of goods at controlled temperature, in accordance with the Agreement on the International Carriage of perishable foodstuffs and on the Special conveyance for such carriage of 1 September 1970, hereinafter referred to as the ATP Agreement.
2. We provide insurance coverage provided that:
 - 1) verification by the insured in the carriage documentation that the carriage temperature and the type of conveyance are specified;
 - 2) carry out the carriage using a vehicle with a valid certificate in accordance with the ATP Contract and an operating thermocouple allowing for a temperature printout.
3. In the case of carriage requiring the operation of a refrigerating or heating equipment within the meaning of the ATP Contract, we provide insurance coverage, provided that:
 - 1) the carriage is carried out in a vehicle with the equipment required for the carriage carried out in good working order;
 - 2) the engine shall remain on standstill when the operation of the device is dependent on its operation;
 - 3) the device is connected to an external power supply during stoppage when required by its operation.
4. Regardless of the mode of carriage, claim to a cargo sending caused by temperature fluctuations shall be insured under this insurance contract only if the break in cooling or heating is noted on the thermocouple and is not shorter than 1 hour.
5. In the event of breach by wilful misconduct or gross negligence of the responsibilities referred to in points 2 and 3, we may refuse to pay compensation or reduce it accordingly if the breach contributed to the claim.

Clause B

Road Haulier's Liability for carriage of medicines

1. We extend the insurance coverage to include haulier's liability for the carriage of drugs.
2. The insured shall be obliged to comply with the standards set out in the Regulation of the Minister of Health of 13 March 2015 on the requirements of good distribution practice.

Clause C

Road Haulier's Liability for carriage of the cargo sending by non-standard vehicles

1. We extend the scope of insurance to cover the haulier's liability for claim to the carried cargo sending, arising during or as a result of carriage by non-standard vehicles.

2. We grant coverage, provided that:
 - 1) the carriage was carried out in accordance with the rules on such carriage on public roads and, in particular, the haulier held all legally required permits for vehicles which, by reason of their gravity or size, require specific permits from the competent authorities; and
 - 2) the haulier has complied with all the conditions contained in the permits issued.

Clause D

Road Haulier's Liability for carriage of new motor vehicles, construction and agricultural machinery

1. We extend the scope of insurance to cover the haulier's liability for the carriage of brand-new passenger cars, trucks and light duty tractors (excluding liability for damage to used or damaged vehicles) and new construction and agricultural machinery.
2. For claim to vehicles/machinery, we introduce a deductible of the amount of 10% of compensation, not less than EUR 1,000 per vehicle/machine.

Clause E

Road Haulier's Liability for carriage of used motor vehicles, construction and agricultural machinery

1. We extend the scope of insurance to cover the haulier's liability for the carriage of used passenger cars, heavy goods vehicles and light duty tractors and used construction and agricultural machinery, not older than 10 years on the date of acceptance for carriage. We shall not be liable for the carriage of motor vehicles, construction and agricultural machinery which, at the time of acceptance for carriage, had damage other than that resulting from normal wear and tear.
2. We provide the insurance coverage on condition that a photographic documentation, i.e. at least 4 clear photographs of unsoiled vehicles/machinery – fore and aft of both diagonals with the date and time of photograph visible on them – is made before the commencement of carriage.
3. If there are objections to the condition of the vehicles/machinery:
 - 1) when accepted for carriage by the haulier, or
 - 2) upon their receipt (complaint),
 it is necessary to draw up a report containing a detailed description and photographs confirming the damage.
4. For claim to used vehicles/machinery, we introduce a deductible of the amount of 10% of compensation, not less than EUR 1,000 per vehicle/machine.
5. Extension of the insurance coverage to carriage of vehicles and machinery older than 10 years on the date of acceptance for carriage is possible through individual negotiations on the basis of the agreed terms and conditions of insurance.

Additional clauses to the freight forwarder's liability insurance (Section II)

For extending the scope of insurance by the following clauses, the policyholder pays the premium specified in the insurance contract.

Provisions of the GTC that are not expressly modified by the clauses shall remain in force and apply also to the scope of insurance coverage regulated in the clause.

Clause F**Contractual road haulier in domestic traffic**

1. The scope of the freight forwarder's liability insurance extends to cover civil liability for road carriage in domestic traffic, which the insured person does not perform, but for which he assumed liability in accordance with the content of the carriage order issued to him. The insurance coverage shall be provided on the basis of the provisions resulting from Section I (in respect of the Road Haulier's Liability in Domestic Traffic) together with any additional provisions.
2. We waive the requirement for the insured to have a legally required permit to conduct carriage activities.
3. Before the expiry of the statute of limitations, the Insured shall secure recourse rights to the entity responsible for the claim.
4. We calculate the premium on the basis of information on the amount of expected revenues from carriage services presented by the policyholder prior to the conclusion of the insurance contract.

Clause G**Contractual road haulier in international traffic**

1. The scope of the freight forwarder's liability insurance extends to cover third-party liability for carriage by road in international traffic, which is not performed by the insured, but for which the insured has assumed liability in accordance with the content of the carriage order. The insurance coverage shall be provided on the basis of the provisions resulting from Section I (in respect of the Road Haulier's Liability in International Traffic) together with any additional provisions.
2. We waive the requirement for the insured to have a legally required licence to conduct carriage activities.
3. Before the expiry of the statute of limitations, the Insured shall secure recourse rights to the entity responsible for the claim.
4. We calculate the premium on the basis of information on the amount of expected revenues from carriage services presented by the policyholder prior to the conclusion of the insurance contract.

Clause H**contractual rail haulier in domestic traffic**

1. The scope of the freight forwarder's liability insurance extends to cover civil liability for domestic rail carriage which the insured person does not perform, but for which he has assumed liability in accordance with the content of the carriage order issued to him. The insurance coverage shall be provided on the basis of provisions resulting from the Special Terms and Conditions of Rail Haulier's Liability Insurance together with any additional provisions.
2. We waive the requirement for the insured to have a legally required licence to conduct carriage activities.
3. Before the expiry of the statute of limitations, the Insured shall secure recourse rights to the entity responsible for the claim.
4. We calculate the premium on the basis of information on the amount of expected revenues from carriage services presented by the policyholder prior to the conclusion of the insurance contract.

Clause I**Contractual rail haulier in international traffic**

1. The scope of the freight forwarder's liability insurance extends to cover third-party liability for international rail carriage which the insured does not perform, but for which the insured has assumed liability in accordance with the content of the carriage order. The insurance coverage shall be provided on the basis of provisions resulting from the Special Terms and Conditions of Rail Haulier's Liability Insurance together with any additional provisions.
2. We waive the requirement for the insured to have a legally required licence to conduct carriage activities.
3. Before the expiry of the statute of limitations, the Insured shall secure recourse rights to the entity responsible for the claim.
4. We calculate the premium on the basis of information on the amount of expected revenues from carriage services presented by the policyholder prior to the conclusion of the insurance contract.

Statement of the Personal Data Controller

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

You can contact us:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. by phone – by calling at: 801 107 107 or 58 555 55 55.

Who is the Data Protection Officer

We have appointed a Data Protection Officer to assist us in our responsibilities regarding the protection of personal data.

You may contact them in all matters relating to the processing of personal data and the exercise of the rights vested in you in this regard:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING

ADDITIONAL INFORMATION

assessment of insurance risk in order to present an insurance offer and to conclude a contract

in order to determine the amount of the insurance premium, we use profiling. In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We shall make any and all decisions related to profiling on the basis of data collected during the process of concluding the insurance contract, and, in the case of motor insurance, also on the basis of information obtained through: Central Registration and Information on Business. The data obtained are adequate for the assessment of a given risk.

verification and ensuring correctness of identification data

data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office

risk reinsurance

we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage

performance of the insurance contract, including claim adjustment

in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need for inspection to be conducted by a representative of ERGO Hestia;

pursuing of claims

in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.

direct marketing of own products and services

we perform analytics using your data to enable us to communicate with you and use profiling, including creating marketing profiles

counteracting insurance crimes

where necessary to prevent fraud and the use of our business for criminal purposes

handling complaints, requests and inquiries

we process complaints and appeals about our services, as well as requests and enquiries made to us

fulfilment of responsibilities arising from the law	inter alia, in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America
customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

What is the legal basis for the processing of your personal data

1. **the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
2. **legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
3. **compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
4. **a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
5. **consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions,
- data processors for the purpose of debt collection,
- reinsurance companies,
- other insurance undertakings, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **The right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;
3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);

4. **the right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

If you wish to exercise these rights, please contact us.

For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

The provision of personal data for marketing purposes is voluntary.