

CONTRACT No.: 912700723521
THIRD PARTY LIABILITY INSURANCE OF ROAD CARRIER
IN CABOTAGE TRAFFIC

10/84
Renewal
Number of previous contract:
912700587090

CONTRACTUAL PARTIES

Insurer:	TOWARZYSTWO UBEZPIECZEŃ I REASEKURACJI WARTA S.A.	with its registered office in Warsaw at rondo Daszyńskiego 1, the Company is registered with the District Court for the Capital City of Warsaw, 13 th Commercial Division of the National Court Register under KRS No.: 0000016432. Share capital: PLN 187,938,580.00, of which paid-in capital of PLN 187,938,580.00; NIP (Tax Id): 521-04-20-047
Insuring Party:	TVM TRANSPORT & LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	43-215 STUDZIENICE, ul. JASKÓLEK 20f REGON (Statistical No.): 384257402; NIP (Tax Id): 6381838877
Policyholder (Insured):	TVM TRANSPORT SP. Z O.O.	43-215 STUDZIENICE, ul. JASKÓLEK 20f REGON (Statistical No.): 363189358; NIP (Tax Id): 6462940108
Policyholder (Insured):	KOBI TRANSPORT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	43-100 TYCHY, ul. BROWAROWA 21 REGON (Statistical No.): 388227912; NIP (Tax Id): 6462987469
Policyholder (Insured):	TVM TRANSPORT & LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	43-215 STUDZIENICE, ul. JASKÓLEK 20f REGON (Statistical No.): 384257402; NIP (Tax Id): 6381838877
Intermediary:	IMPERIAL NDF SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	
Period of insurance:	from 2022-10-03 to 2023-10-02	
Basis for the conclusion of the insurance contract	General Terms and Conditions of the Transport Operator's Third Party Liability Insurance valid from 1 March 2016.	

SUBJECT AND SCOPE OF INSURANCE COVER

- TUIR WARTA extends its insurance cover to the Insuring Party's third party liability for the performance, of cabotage transport of shipments by means of vehicles under its legal ownership:
 - in accordance with the provisions of local law regarding road transport
 - on the basis of a transport document issued in accordance with local law
- The subject of insurance shall be the liability which the Insuring Party bears in accordance with the provisions of local law for:
 - material losses which occurred in the time between accepting the shipment for carriage and its release,
 - financial losses caused as a result of a delay in delivery – up to the amount determined by local law, but not higher than:
 - three times the carriage charges – for transports performed on the territory of Germany
 - EUR 10,000 – for transports carried out on the territory of other European Union Member States

Robbery	The insurance shall cover the Insuring Party's third party liability for material loss resulting from robbery (violent robbery) pursuant to Clause 1, if under the local law, it is not a circumstance excluding the carrier's liability.
Loading/unloading	The insurance shall cover the Insuring Party's third party liability for any loss to the shipment made during loading/unloading/fixing/placing the shipment on the means of transport, if the Insuring Party is obliged to perform these activities in under the local law.
Container / other packaging	The insurance shall cover the Insuring Party's third party liability for material losses consisting in the loss of or damage to a container, pallets, and other reusable packaging, pursuant to Clause 2, with a limit for pallets and other packages of EUR 2,500 for one and all events during the insurance term.
Supplementary costs	Within the sum insured set forth in the insurance contract, TUIR WARTA shall also cover the following:

**Exclusions and
limitations of TUIR
WARTA liability**

- 1) costs of fees for experts retained by TUIR WARTA or with the consent of TUIR WARTA in order to determine the circumstances of the event and size of the loss,
- 2) justified and documented costs incurred by the Insuring Party in order to prevent the occurrence of loss or to reduce its size – including the costs of lifting and pulling out the means of transport which has suffered an accident if it is necessary and justified to rescue the transported goods.
- 3) costs related to the necessity of transshipping goods or their storing and other justified costs related to the loss caused and – within the sub-limit of EUR 2,500 for one and all events during the insurance period – costs of:
 - a) cleaning up a unusable cargo
 - b) disposal of useless cargo carried out in connection with applicable regulations or authorities' order
 - c) segregating the damaged cargo
- 4) costs of legal representation in civil proceedings initiated against the Insuring Party, conducted in accordance with the recommendations of TUIR WARTA. If criminal proceedings are instituted against the Insuring Party as the perpetrator of the loss, TUIR WARTA shall pay the costs of legal representation, provided that TUIR WARTA has agreed to cover such costs.

- 1) The exclusions and limitations referred to in the GTC shall be applicable in the agreement, subject to the following provisions:

- 1) TUIR WARTA shall not be held liable for losses caused through wilful misconduct by the Insuring Party, its employees, and persons acting to its order, for and on behalf of the Insuring Party – with regard to the carriage performed in the territory of Germany (an exclusion of losses caused through gross negligence shall not apply)
- 2) TUIR WARTA shall not be held liable for loss for which the Insuring Party is not held liable under local law or the executed contract of carriage

If the Insuring Party has limited its liability under the contract of carriage that it bears under local law towards a person entitled under the contract of carriage, then the liability of TUIR WARTA shall be subject to such limitation.

OTHER PROVISIONS

**Type of
shipments
eligible for
haulage**

Various – as specified in the orders – including those marked below (X) that comprise sensitive / specific cargo:

<input checked="" type="checkbox"/>	Tobacco products
<input checked="" type="checkbox"/>	Alcohol products
<input checked="" type="checkbox"/>	Electronic Equipment:
<input checked="" type="checkbox"/>	Household appliances
	Motor vehicles
<input checked="" type="checkbox"/>	Hazardous materials
	Perishable goods/goods transported at controlled temperatures

except for the cargoes listed below

**Cargoes excluded
from insurance:**

Sensitive/special cargo not marked above and cargo excluded in accordance with the General Terms and Conditions of the Transport Operator's Third Party Liability Insurance, i.e.: monetary values, securities, works of art, collector's collections of all kinds, archival collections, documents, plans, designs, prototypes, postal consignments, courier consignments, property from resettlement

Territorial coverage:

Member States of the European Union, with the exclusion of Romania and Bulgaria
Norway
UK – provided that such carriage is legally permissible

Sum insured:

EUR 600,000 per one event	For transport assignments performed in the territory of Germany
EUR 1,200,000 per all events	
EUR 300,000 per one and all events.	For transports performed in the territory of other countries

Franchise deductibles in each loss: EUR 500 for goods other than specified below

EUR 500 in each carried vehicle (if vehicles are covered under this contract)
5% of the loss amount, no less than EUR 500 for perishable goods/goods carried in controlled temperatures (if such cargo is covered under this contract)

Special conditions for parking the vehicle with cargo and handling sensitive cargo

1. TUIR WARTA extends its insurance cover to the Insuring Party's liability for losses to cargo occurred during parking (stopping, waiting) of the means of transport with the cargo:
 - 1) in a guarded parking lot/area permanently fenced, closed, guarded and lit
 - 2) in the following places located on travel routes:
 - a) parking lots for trucks, located directly on the motorway/expressway
 - b) parking lots suitable for trucks, located near hotels or motels
 - c) 24-hour petrol station
 - 3) at the customs office, border crossings, ferry terminals
 - 4) in places indicated by the police/other authorised services
 - 5) in parking lots intended for trucks, designated by consignees and consignors
2. TUIR WARTA provides insurance cover in respect of the Insuring Party's third party liability for the carriage of the sensitive cargoes listed in the insurance application / insurance contract, i.e. cars, electronic equipment (including RTV, household appliances), alcohol (excluding beer) and tobacco products, subject to the fulfilment of the following specific requirements:
 - 1) drivers are equipped with at least one well-functioning communication means, e.g. a mobile phone
 - 2) during carriage it is permitted to stay maximum 60 minutes at petrol stations opened round the clock and at parking lots for trucks located immediately by motorways/express roads as long as the driver does not leave the site of the petrol station parking lot
 - 3) in the case of transport in countries other than listed below, a stay of the vehicle in excess of 60 minutes is permitted at guarded parking lots/fenced-in sites, closed, surveilled, and lit – or if the driver does not leave the vehicle – at petrol stations opened round the clock
 - 4) with reference of transport in the following countries: Germany, the Netherlands, Belgium, Luxembourg, Denmark, Sweden, Finland, Norway, Austria, France, Spain, Portugal, Ireland, a stay of the vehicle of over 60 minutes is permitted at sites listed in clause 1.1) – 5)

The provisions hereof do not apply, if such cargo is excluded from the insurance cover.
3. The provisions concerning parking (stopping, waiting) shall not apply to situations where parking results from at least one of the following circumstances:
 - 1) a traffic accident which the vehicle has suffered
 - 2) provision of help to road accident victims
 - 3) operational failure of the vehicle
 - 4) a sudden illness of the driver, preventing further travel
 - 5) sudden deterioration of weather conditions, making it impossible to continue the carriage
 - 6) performing activities related to the delivery/collection of the shipment
 - 7) arranging formalities related to the carriage of shipment at the border, customs office, ferry terminals
 - 8) carrying out orders of the police or other authorised services

whereas the burden of proof of the aforementioned emergency stopping shall rest with the Insuring Party.

4. When leaving the vehicle, the driver shall be obliged to: take the transport documents from the vehicle, lock the vehicle, and turn on the anti-theft devices installed in the vehicle.

Special conditions for the carriage of perishable goods/transported at controlled temperatures

With regard to the carriage of perishable goods/transported at controlled temperatures, TUIR WARTA SA shall provide the insurance cover provided that the means of transport is equipped with a thermograph. The above does not apply if the above-mentioned shipments are excluded from insurance.

MISCELLANEOUS CLAUSES

- ADR:** The insurance covers the liability of the Insuring Party for damages to dangerous goods carried under the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other pieces of legislation concerning the transport of dangerous goods, with the exception of materials classified under ADR as class VII
- Supplementary provisions:** The income declared and accepted for the calculation of the premium relates to TVM Transport & Logistics, as the main transport contractor. The companies TVM TRANSPORT and KOBİ TRANSPORT do not generate separate revenue from transport services. They provide services exclusively to TVM Transport & Logistics. On this basis, the revenue of TVM Transport and Kobi Transport is not accepted in the premium calculation, nor will it be accepted in the settlement of the policy."

RATE AND PREMIUM

Planned revenues from the performance of transport services (net of VAT):

[REDACTED]

Rate:

[REDACTED]

Premium:

An advance premium shall be calculated on the basis of the declared amount of revenues, planned during the insurance contract, and shall amount to: [REDACTED]

The advance premium shall be accounted for within 20 days after the completed insurance period on the basis of information provided to TUIR "WARTA" S.A. on the actual value of revenues generated over the insurance period. In the event that the value of the revenue actually earned during the insurance period exceeds the value of the accepted for the calculation of the advance premium, the Insuring Party shall pay a supplementary premium. Otherwise, the advance premium shall be the premium due from the Insuring Party.

Premium payment:

1. The premium shall be paid by bank transfer, in two instalments

instalment	amount	payment date by
1	[REDACTED]	2022-10-13
2	[REDACTED]	2023-03-26

2. Please transfer the above amounts to the account of TUIR "WARTA" S.A. no: 68 1140 1010 0000 5437 9100 1369 / mBank S.A., ul. Senatorska 18, 00-950 Warszawa

FINAL PROVISIONS

1. The Contract has been drawn up in identical counterparts for both Parties to the Contract – the Insuring Party and the Insurer.
2. Any claims, grievances, including complaints, may be filed by the Insuring Party, the Policyholder, or the Beneficiary under the insurance contract to TUIR "WARTA" S.A. in writing to the following address: P.O. Box 1020, 00-950 Warszawa, and also electronically using the form at www.warta.pl/reklamacje, by telephone at 502 308 308 and at each unit of TUIR "WARTA" S.A. in writing delivered personally or verbally for the record. TUIR "WARTA" S.A. shall review such complaints, grievances, or appeals within 30 days of receipt and shall provide a written response by letter or electronically as requested by the person making such complaint, grievance, or appeal. Complaints or grievances shall be reviewed by an organisational unit appointed by the Management Board of TUIR "WARTA" S.A. Detailed information on submission and review of complaints, grievances, or appeals is available on the web site of www.warta.pl. TUIR "WARTA" S.A. is supervised by the Polish Financial Supervision Authority.

INFORMATION ON DATA PROCESSING AND DECLARATIONS

Warta takes care of your personal data, it processes such data in line with applicable regulations and in a diligent fashion. Information on the rules for personal data processing by Warta and the rights vested in it, as well as other information of the Personal Data Controller are attached to the General Terms and Conditions of Insurance (GTC). It is also available at www.warta.pl.

I hereby represent that I have read the information on personal data processing by Warta and I undertake to provide it to the Policyholder and other persons whose data are indicated in this policy.

I hereby represent that before concluding this insurance contract, I have received and reviewed the General Terms and Conditions of Insurance (GTC) /Terms and Conditions of Insurance and the applicable Document containing information on the insurance product (IPID Card), effective on the date hereof.

I hereby represent that upon request of the distributor of insurance, I have provided information about the needs and requirements of the insurance cover applied for. I am aware that the information I have provided has had an impact on the proposal of insurance products.



Signed by:
Sylvia Maria
Dębska
Date:

Signature and stamp of TUOIR "WARTA" S.A.

2022-09-26 at 15:14

Kraków, 2022-09-26

Place, date

Signature and stamp of the Insuring Party



801 308 308, +48 502 308 308
www.warta.pl/formularze-szkody
loss report

TVM TRANSPORT & LOGISTICS SP.