

Terms and Conditions of Athlon Assistance for Vehicles covered by the service after 01.01.2019

Article 1 Initial provisions

Athlon Car Lease Polska Sp. z o.o. (hereinafter "Athlon") adopts these terms and conditions of Athlon Assistance (hereinafter "Terms and Conditions of Athlon Assistance") defining performances in case of occurrence of events described in detail herein.

Article 2 General provisions

Subject to these Terms and Conditions of Athlon Assistance, Athlon shall ensure performances in favour of clients with whom the Lease Agreement/Rental Agreement is concluded ("**Clients**"), using vehicles identified by Athlon, subject to the terms outlined in detail hereinunder.

Article 3 Definitions

The following terms are hereby defined in connection with the Terms and Conditions of Athlon Assistance:

1. The term "**Driver**" denotes any person authorised by the Client and its immediate family member, driving the Vehicle at the time of an event covered by liability under the Terms and Conditions of Athlon Assistance.
2. The term "**Passenger**" denotes any person transported in the Vehicle at the time of an event covered by liability under the Terms and Conditions of Athlon Assistance, except for persons transported in return for payment.
3. The term "**Entitled Person**" denotes any Driver and Passenger defined above, entitled to take advantage of performances under the Terms and Conditions of Athlon Assistance.
4. The term "**Vehicle**" denotes the following kinds of vehicle: passenger, delivery and off-road, structurally designed to transport no more than 9 persons including the driver, sold within a network of authorised dealerships in Poland, registered in Poland, with admissible total weight up to 3.5 tones, being the property of Athlon and being the object of leasing/rental or management pursuant to an agreement concluded by Athlon with the Client.
5. The term "**Breakdown**" denotes each and every case of defective functioning of the Vehicle or a part thereof, causing a sudden and unexpected interruption in its functions, caused by reasons related to the Vehicle itself, puncture of a tyre while driving, discharging of the battery, lack of fuel or filling a wrong kind of fuel, loss, locking of keys inside the car or damage to the keys, Accident, third party actions, partial Theft of an element of the Vehicle or damage to an element of the Vehicle, resulting in inability to use the Vehicle in accordance with applicable laws.
6. The term "**Accident**" denotes each and every event on the road as a result of which the Vehicle cannot be driven, including collision, overturning of the Vehicle, fall of the Vehicle from an escarpment, explosion or fire in the Vehicle, flooding of the Vehicle, preventing further driving in a safe manner or in compliance with regulations of the country where the Accident occurs.
7. The term "**Partial Theft**" denotes theft of a part of the Vehicle or attempted theft reported to the police, preventing further driving in a safe manner or in compliance with regulations of the country where the incident occurs.
8. The term "**Immobilisation**" denotes such condition of the Vehicle admitted to driving on public roads and having valid technical inspection, which occurs as a result of a Breakdown, Accident or Partial Theft, preventing further use of the Vehicle on public roads in accordance with the law.
9. The term "**Place of Regular Garaging**" denotes the place of residence, place of work or another place identified by the Entitled Person in the territory of the Republic of Poland.
10. The term "**Help Centre**" denotes the telephone customer service centre, available 24h per day, 7 days per week and 365 days per year, which accepts notifications and arranges assistance under the Terms and Conditions of Athlon Assistance.

Article 4 § 1 Persons and vehicles covered by the Terms and Conditions of Athlon Assistance

The Terms and Conditions of Athlon Assistance cover:

- a) Vehicle Drivers and Passengers (in the maximum number stated in the registration card) in the territory of the Republic of Poland and during trips abroad,
- b) Vehicles owned or managed by Athlon, equipped with Polish registration plates.

§ 2 Period and area covered by the Terms and Conditions of Athlon Assistance

1. The Terms and Conditions of Athlon Assistance shall apply in the territory of the Republic of Poland, European Union member states and in the following countries: Andorra, Gibraltar, Norway, Macedonia, Croatia, Serbia, Kosovo, Montenegro, Bosnia and Herzegovina, Switzerland, Liechtenstein, Monaco, Vatican, San Marino, Turkey (in the European part), Ukraine, Kaliningrad Oblast and Russia (in the European part).
2. Maximum time of the provision of assistance, understood as the time within which a person acting on behalf of Athlon must get to the site of the incident in the territory of the Republic of Poland shall be: in cities – 30 minutes, outside cities – up to 70 minutes, depending on the situation on the roads and at the site of the incident.
3. Time within which assistance shall be provided outside the territory of the Republic of Poland is 120 minutes, depending on the place where the incident happened.

§ 3 Scope of cover under the Terms and Conditions of Athlon Assistance

In case of a Breakdown or Accident, Athlon shall exercise the following performances covered by the Terms and Conditions of Athlon Assistance:

1. Vehicle repair at the site of the incident by roadside assistance:
If repair of the Vehicle at the site by the road assistance vehicle sent by the Help Centre is impossible or if the cost of materials and spare parts required for the repair is greater than PLN 100, the Vehicle shall be towed or transported (by towing) to a vehicle service station. The above shall also refer to delivery of fuel to the site of the incident, excluding the costs of fuel.
2. Towing and parking:

- 2.1. If repair at the site of the incident is impossible or if the Vehicle suffered an Accident, the Vehicle shall be transported (towed) to the nearest repair workshop authorised by Athlon, exclusively with the use of specialist towing equipment (tow truck). If the Vehicle cannot be properly secured due to any reasons whatsoever, it shall be placed at a guarded car park for no more than 4 days, following which it shall be transported to a repair workshop authorised by Athlon.
- 2.2. If the Breakdown or Accident occurs in a motorway, whether in or outside the Republic of Poland, the Help Centre shall provide the Entitled Person with assistance provided by specialist road services.

3. Covering the costs of return travel, continued travel, accommodation, rental of a substitute vehicle:

- 3.1 If the Vehicle cannot be effectively repaired on the day of the Breakdown or Accident, or if the repair referred to in par. 2 turns out ineffective, Athlon shall ensure the following performances, at the election of the Entitled Person:
- (i) arrangement and covering the costs of the Entitled Person's return trip to the Place of Regular Garaging, or of continued travel by the Entitled Person to the destination using a means of transport available in the respective situation: taxi, train in the first class, or – if the event occurs at a distance of at least 1000 km from the Place of Regular Garaging – by airplane, in economy class; up to PLN 300 gross per person – if the incident happens in Poland, and up to EUR 500 gross – if the incident happens abroad, provided however that all persons shall be transported to the same place;
 - (ii) **or** – in case of a Breakdown or Accident abroad – arrangement and covering the costs of no more than three (3)-night accommodation, breakfast included, at a 3-star hotel for the Driver and Passengers (at the total number equal to the number of persons admissible in the registration card of the Vehicle) or, in case of a Breakdown or Accident at a distance of 100 km from the Place of Regular Garaging – arrangement and covering the costs of no more than one (1)-night accommodation, breakfast included, at a 3-star hotel for the Driver and Passengers (at the total number equal to the number of persons admissible in the registration card of the Vehicle);
 - (iii) **or** – if the Vehicle cannot be repaired at the incident site – arrangement and covering the costs of substitute vehicle rental in a class most similar among vehicles available in the given area, with full motor insurance (AC). Availability in the area shall denote availability at such distance from the incident site which guarantees delivery of the vehicle within a time acceptable to the Entitled Person. If a similar class vehicle is not available in the given area then, with the Entitled Person's consent, performance may be provided without keeping the requirement of vehicle class equivalency.
- 3.2 The substitute vehicle shall be delivered to the Entitled Person to the Place of Regular Garaging, to the service station where the Vehicle is located or to the hotel where the Entitled Person currently is staying.
- 3.3 The Entitled Person shall return the substitute vehicle at the place agreed with the Help Centre. Such place may include the substitute vehicle rental facility, another facility of the same rental network in Poland, the hotel where the Entitled Person is currently staying, the Place of Regular Garaging or the service station where the Vehicle is being repaired. Return of the substitute vehicle at a different place shall be possible unless it causes greater costs as compared with each of the options enumerated above.
- 3.4 Rental of the substitute vehicle shall take place on terms applied by the relevant car rental facility, which the Entitled Person shall observe, provided however that the security required by the rental network, such as cash, blockade of the amount on the credit card or deposit shall be furnished by the Help Centre. The Client shall be financially liable for damage or destruction of the substitute vehicle caused by the Entitled Person during use of the substitute vehicle and not covered by the motor insurance (AC).
- 3.5 Athlon shall cover the costs of substitute vehicle rental (excluding the costs of fuel) until completion of the repair, but no longer than during the maximum period indicated for the respective service option:

Substitute vehicle service option	Description of the substitute vehicle service scope
B5	B class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
C5	C class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
D5	D class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
E5	E class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
VMIN5	Mini Van class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
VMAX5	Maxi Van class substitute vehicle for 5 days, if repair of the Vehicle takes longer than 24h
BNL	B class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
CNL	C class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
DNL	D class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
ENL	E class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
VMINN	Mini Van class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
VMAXN	Maxi Van class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 24h
BNLV	B class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 1h
CNLV	C class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 1h
DNLV	D class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 1h
ENLV	E class substitute vehicle until the end of repair, if repair of the Vehicle takes longer than 1h

3.6 Athlon shall not cover the costs of fuel and motorway toll, or any other additional costs, but shall pay for them at the incident site (including the costs of substitute vehicle rental) and subsequently recharge them to the Client in accordance with the terms of the Leasing Agreement/Rental Agreement concluded by the Client with Athlon.

3.7 Services related to substitute vehicle rental, hotel accommodation and continued travel/transport of persons within one incident shall be available alternatively (with the selection depending on the Vehicle Driver). Combination of the substitute vehicle rental service with temporary hotel accommodation for one night shall be admissible.

4. Collection of repaired Vehicle if the Client selects the trip continuation option:

If the Vehicle is repaired, arrangement and covering the costs of travel to collect the repaired Vehicle for one person:

- (i) in the territory of the Republic of Poland: by train, first class, including taxi transport to and from the railway station,
- (ii) outside the territory of the Republic of Poland: by train, first class, including taxi transport to and from the railway station, or by airplane – economy class – above 1000 km.

The principles regarding arrangement of the performance and the amount limits identified in par. 3 shall apply respectively.

5. Accident resulting in total loss:

If repair of the Vehicle is economically non-viable, Athlon shall notify the Client of the total loss and, as long as the service related to substitute vehicle rental until the end of repair is included in the Lease Agreement/Rental Agreement, provide the Client with a substitute vehicle for up to 30 days after occurrence of the loss.

6. Interpreter's service:

When reporting an event covered by the Terms and Conditions of Athlon Assistance, the Entitled Person – irrespective of whether they are in Poland or in Europe – shall obtain assistance in the Polish, English or Russian language. In case of language problems abroad, Athlon shall provide the Entitled Person with an interpreter's assistance via telephone, including assistance and information concerning, for example, formalities related to reporting and filling in an accident report.

7. Information:

Upon the Entitled Person's request, Athlon shall provide information on the location of a Vehicle service station in Poland and opening hours.

Article 5 Contact

1. In order to obtain assistance under the Terms and Conditions of Athlon Assistance, the Entitled Person shall report the incident and/or request for help via telephone immediately, but no later than within 8 hours of the Accident or Breakdown, at the following telephone number:

+48 22 423 55 11

2. While reporting the incident, the following information shall be provided:

- (i) name and surname of the driver and other passengers,
 - (ii) registration number and make of the Vehicle,
 - (iii) precise location of the incident,
 - (iv) contact telephone number,
 - (v) brief description of the incident,
 - (vi) kind of assistance required,
- and observe instructions of the operator receiving the notification.

Article 6 Exclusions and limitations of liability

1. Performances under the Terms and Conditions of Athlon Assistance shall not apply if the Accident or Breakdown occurs as a result of:
- (i) using the Vehicle in a manner contrary with its purpose,
 - (ii) modifications introduced without the consent and awareness of the Vehicle manufacturer, excluding modifications of the Vehicle into a truck performed by specialist firms or modifications connected with the business activity, provided that such modifications are made into the Vehicle body in a legal manner,
 - (iii) active participation of the Vehicle Driver in competitions, races or rallies,
 - (iv) deliberate fault of the Driver or other passengers (deliberate fault shall denote such actions of the Driver, whose effects – damage to property or bodily injuries – the Driver is fully aware of and acts in order to cause them. In other words, this denotes premeditated action, action aimed at destruction, damage, etc.),
 - (v) driving the Vehicle in the unsober condition or under the influence of intoxicants,
 - (vi) committed or attempted suicide.
2. Athlon shall not arrange and shall not cover the costs of:
- (i) liabilities drawn by the Entitled Person or by the Client without prior consent of the Help Centre Operator,
 - (ii) performances in favour of persons transported in return for payment,
 - (iii) any additional costs occurred as a result of Vehicle Breakdown (additional costs shall denote any and all costs incurred by the Entitled Person, but not resulting directly from the Breakdown, such as any lost profits, costs of meals, additional trips, services not resulting from the Terms and Conditions of Athlon Assistance).
3. Athlon shall not be liable for loss or damage to luggage or other personal belongings of the Entitled Person as a result of Immobilisation of the Vehicle.
4. Athlon shall not be liable for delays or inability to fulfil the performances if caused by force majeure events, including strikes, social unrest, riots, acts of terrorism, sabotage, war (including civil war), effects of radioactive radiation, blockade of borders, as well as limitations in the freedom of movement implemented pursuant to decisions of administrative authorities.
5. The liability of Athlon shall not include damages or performances covered by the scope of motor (AC) or third party liability (OC) insurance.
6. Athlon shall not be responsible for items transported by Vehicles covered by assistance and/or items transported in trailers, including campers. Upon the Client's request and in return for payment, Athlon shall arrange paid transport of the trailer and items to the place identified by the Entitled Person.

Article 7

Final provisions

1. Athlon shall ensure a professional standard of the services provided, appropriate in terms of conditions at the time and place of the incident.
2. Any claims and comments shall be accepted in writing – by mail or electronic mail, sent to the following addresses:

**Athlon Car Lease Polska Sp. z o.o.
Al. Jerozolimskie 142A, 02-305 Warsaw
e-mail: care@athloncarlease.pl**

