



All about GAP Insurance



- Document containing information on the insurance product
- General Terms and Conditions

GAP Insurance

ERGO
HESTIA®

Document containing information on the insurance product

**Enterprise: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland**

Product: GAP Insurance

Full details are given in the General Terms and Conditions of GAP Insurance dated 8 October 2023 (code AB-GAP-01/23). The terms used herein shall have the meaning specified in the GTCI.

What kind of insurance is this?

Insurance of financial risks (property insurance group 16 from section II of the appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).

	<p>What is the subject of insurance?</p> <ul style="list-style-type: none"> ✓ The insurance is addressed to owners or holders of passenger cars, trucks with a capacity of up to 2.5 tons, trucks with a capacity of over 2.5 tons, truck tractors, trailers and semi-trailers. ✓ The subject of the insurance is the loss of value of the insured vehicle during the insurance period, incurred by the Insured, resulting from the difference between the initial value and the market value of the insured vehicle, determined as at the date of a total loss. ✓ Insurance is available in two options: Invoice GAP and Index GAP. In the Invoice GAP variant, ERGO Hestia shall be liable up to the difference between the initial value and the market value of the vehicle determined as at the date when the total loss occurred, where the maximum amount of payment for one vehicle and, at the same time, the sum insured is PLN 200,000.00. ✓ In the GAP Index variant, ERGO Hestia shall liable up to the difference between the initial value and the market value of the vehicle determined as at the day when the total loss occurred, where the value of compensation is limited to 20% of the market value of the vehicle as an the day when the loss occurred, the maximum amount of payment for one vehicle and at the same time the sum insured is PLN 150,000.00. 	<p>What is not covered by the insurance?</p> <p>The insurance shall not cover any vehicles:</p> <ul style="list-style-type: none"> ✗ whose operational period exceeds 8 years, ✗ do not have a valid roadworthiness test as required by the Road Traffic Act, ✗ are not catalogued in the Info-Ekspert or Eurotax publishing house, ✗ whose purchase price, as documented by a VAT invoice, exceeds PLN 900,000 gross (including VAT).
		<p>What are limitations in terms of insurance coverage?</p> <p>The insurance coverage shall be limited within the following scope:</p> <ul style="list-style-type: none"> ! when the loss occurred as a result of a person driving the vehicle under the influence of alcohol or in a state of intoxication, under the influence of drugs or any other similarly acting substances, ! when the Insurer has provided false data concerning the vehicle unless such data do not affect the liability of ERGO Hestia, ! when the vehicle, on the day of the insured event, did not have a valid technical inspection, provided that the technical condition of the vehicle had an influence on the occurrence or extent of the loss, ! when the motor risks Insurer did not accept liability for the loss, ! in special vehicles, used for the provision of services by car rental companies, assembled outside of the home factory, whose operational period exceeded 8 years, subjected to tuning other than factory tuning, rally and race vehicles, ! where the Insurer, the Insured or any person entitled to use the vehicle has caused damage intentionally or as a result of gross negligence, unless the payment of compensation is fair under the circumstances, ! losses caused intentionally by a person with whom the Policyholder, the Insured or any person entitled to use the vehicle lives in the same household.
	<p>Where is the insurance valid?</p> <ul style="list-style-type: none"> ✓ The territorial scope is the same as that adopted for either motor hull or third party liability insurance. 	



What are the obligations of the Insured?

Obligations at the beginning of the agreement:

- If the Insured is also the Policyholder, they are obliged to inform the Insurer of all circumstances known to them, about which ERGO Hestia inquired in the proposal form or in other letters prior to the conclusion of the agreement; where an insurance agreement is concluded on third party account, this obligation shall rest with both the Policyholder and the Insured, unless the Insured was not aware that the agreement had been concluded for their account. If the Policyholder enters into the agreement through a representative, this obligation shall apply also to the representative and it shall cover circumstances known to the representative.

Obligations during the term of the insurance agreement:

- The Insured being also the Policyholder is obliged to pay the premium.

If a claim is presented/submitted, the Insured is obliged to:

- where a total loss occurred in a vehicle covered by the insurance, the Insured is obliged to notify ERGO Hestia about the loss within 14 days from receiving a decision on the payment of compensation for a total loss under motor hull or third party liability insurance,
- at the request of ERGO Hestia, the Insured shall provide ERGO Hestia with a power of attorney to ERGO to inspect the total loss file kept by the Motor Risk Insurer.
- The Insured being the Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the offer form or prior to the conclusion of the agreement in other letters; if the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded on their behalf.



How and when should premiums be paid?

The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on what is agreed between the parties to the insurance agreements, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an intermediary.



When does the insurance coverage start and end?

The insurance agreement is concluded for a period of 12, 24, 36, 48 or 60 months. The liability of ERGO Hestia shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment.



How can the agreement be terminated?

If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder being a natural person may withdraw from the agreement within 30 days from its conclusion; the Policyholder being an entrepreneur may withdraw from the agreement within 7 days from its conclusion. If the Insurer did not inform, at the latest on the date when the agreement was signed, the Policyholder being consumer about the right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder being a consumer became aware of this right. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay the premium for the period when the Insurer provided the insurance.

A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act of on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.

Why ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable you to customise your insurance coverage.

2

A nationwide network of advisors.

Our Clients can benefit from the expertise of thousands of our Agents across the country.

3

We protect you.

We provide protection for 1,500,000 individual Clients every day.

4

Trusted by the largest market players.

We protect companies that are key to the Polish economy.

5

25 years of experience.

We anticipate situations that may occur to our Clients.

6

Top quality of loss adjustment.

Our loss adjustment procedures are transparent.

7

Open dialogue with our Clients.

We talk to our Clients via the online Forum of Ideas.

8

Complaint management.

We listen to our Clients and analyse their complaints and claims.

9

ERGO Hestia Customer Ombudsman.

We establish relationships with Clients, investigate problems and look for solutions.



General Terms and Conditions of GAP Insurance

CODE: AB-GAP-01/23

Table of Contents

Table indicating which provisions contained in the General Terms and Conditions of GAP Insurance regulate the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities:	2
General Provisions	3
Definitions	3
Subject and scope of insurance	4
Insurance variant, sum insured and limit of liability	4
Exclusions of liability	5
Concluding the insurance agreement	5
Concluding the agreement on third party account	6
Method of determining and paying the insurance premium	6
Period of insurance and duration of liability of ERGO Hestia	6
Procedure in the event of loss	7
Loss assessment	8
Payment of compensation	8
Final provisions	9
Appendix No. 1 to the GAP Insurance	
Declaration of the Personal Data Controller	11

Table indicating which provisions contained in the General Terms and Conditions of GAP Insurance regulate the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities.

Editing unit number	
Prerequisites for the payment of compensation and other benefits or the surrender value of insurance:	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits:
§ 4 § 5	§ 6 § 14(5) § 16

General Provisions

§ 1

1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, 81-731 Sopot, ul. Hestii 1, KRS No. 0000024812, 8th Commercial Department of the Gdańsk-Północ District Court in Gdańsk, NIP (Tax ID) 585-000-16-90, with a share capital of PLN 196,580,900, fully paid-up, hereinafter referred to as "ERGO Hestia", within the scope of its business activity, concludes guaranteed asset insurance agreements with the Policyholder for motor vehicles purchased in an authorised sales network in Poland.
2. ERGO Hestia shall not be liable for the consequences of not being informed of circumstances that were expected to be specified in the application for the insurance agreement or the consequences of indicating incorrect circumstances.
3. Prior to concluding the insurance agreement, the Policyholder should thoroughly read the General Terms and Conditions of Insurance.
4. Please note that the definitions of terms used can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law.
5. In connection with the insurance agreement concluded, ERGO Hestia is the controller of your personal data. For details of personal data processing, please refer to Appendix No. 1 of the General Terms and Conditions of GAP Insurance.
6. ERGO Hestia has the status of a large entrepreneur as defined in the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions.

Definitions

§ 2

The terms used in these General Terms and Conditions of Insurance shall have the meaning specified in the definitions given below in § 3.

§ 3

1. GAP	Guaranteed Asset Protection – guaranteed cover for financial losses caused by a total loss in the vehicle.
2. Theft	an act which meets the criteria of the act defined in Article 278 of the Criminal Code (theft), 279 of the Criminal Code (burglary) and 280 of the Criminal Code (robbery), misappropriation referred to in Article 284 of the Criminal Code is not considered theft.
3. Vehicle's operational period	the period calculated from the date of the first registration of the vehicle made in the year of its manufacture to the first day of the insurance period; if the date of the first registration falls after the year of manufacture, the operational period is calculated from 31 December of the year of manufacture.
4. Special vehicle	a motor vehicle or trailer designed to perform a special function which necessitates the adaptation of the bodywork or the possession of special equipment; the vehicle may carry persons and goods connected with the performance of that function.
5. State of intoxication	a state in which the concentration of alcohol in blood amounts to more than 0,5‰ or the alcohol level in breath testing is above 0.25 mg in 1 dm ³ .
6. State after consumption of alcohol	a state in which the concentration of alcohol in blood is between 0,2‰ and 0,5‰ or the alcohol level in breath testing is between 0.1 mg to 0.25 mg in 1 dm ³ .
7. Total loss	an event involving the total destruction or theft of a vehicle, which occurred in the territory of the Republic of Poland (RP) or members states of the European Union within the geographical limits of Europe, resulting in the liability of the Motor Risk Insurer in respect of a total loss, in accordance with the rules of total loss adjustment adopted in the given risk.

8. Policyholder	a lessor/lessee or borrower who has concluded the insurance agreement, being: a) a sole trader, b) a legal person, c) an organisational unit that is not a legal person but on which the law confers legal capacity, conducting a business activity on its own behalf.
9. Motor hull insurance	a vehicle insurance agreement covering the risk of damage, destruction and theft.
10. Third party liability insurance	third party liability insurance for motor vehicle owners in accordance with the provisions of the Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (Journal of Laws of 2003, No. 124, item 1152, as amended).
11. Insured	a natural/legal person or organisational unit not being a legal person for the benefit of whom the insurance agreement has been concluded, identified as such in the insurance agreement.
12. Motor risk insurer	an insurance company that has concluded a motor hull insurance agreement for a vehicle or an insurance company that has concluded a third party liability insurance agreement for a vehicle that caused an event resulting in the total loss of the vehicle.
13. Vehicle	a passenger vehicle, a truck of up to 2.5 t, a truck of over 2.5 t, a motor tractor, trailer and semi-trailer, subject to registration, specified in the insurance agreement in the Republic of Poland in accordance with the provisions of the Road Traffic Law Act, which: a) is covered by motor hull insurance, b) has been in service for less than 8 years, c) has a valid roadworthiness test if required by the Road Traffic Act, d) is catalogued by the Info-Expert or Eurotax publishing house, e) the purchase price of which, as documented by a VAT invoice, does not exceed the amount of PLN 900,000 gross.
14. Initial (purchase invoice) value	the purchase price of a brand-new vehicle, as documented by a VAT invoice issued by the seller to the Insured, may be determined as net value (excluding VAT) in the case of persons and entities entitled to deduct VAT, or gross value (including VAT).
15. Vehicle market value	the value of the vehicle that has been accepted for settlement of the total loss by the Motor Risk Insurer.

Subject and scope of insurance

§ 4

1. The subject of insurance is the loss of value of the vehicle specified in the insurance agreement during the insurance period and causing a loss to be incurred by the Insured, resulting from the difference between the initial value and the vehicle market value, determined as at the date of the total loss.
2. The Policyholder concludes an insurance agreement in one of the available GAP variants, in which the compensation value is the difference between the initial value and market value of the vehicle indicated in the insurance agreement, determined as at the date of the total loss, subject to provisions of § 5.

Insurance variant, sum insured and limit of liability

§ 5

1. **Invoice GAP** – ERGO Hestia shall be liable in the Invoice GAP variant up to the difference between the initial value and the market value of the vehicle as established on the day when the total loss occurred, where the maximum amount of payment for one vehicle and at the same time the sum insured shall be PLN 200,000.00.
2. **GAP Index** – ERGO Hestia shall be liable in the GAP INDEX variant up to the difference between the initial value and the market value of the vehicle determined as at the day of the total loss, with the reservation that the value of compensation is limited to 20% of the market value of the vehicle as at the day of the loss, the maximum amount of payment for one vehicle and at the same time the sum insured is PLN 150,000.00.

Exclusions of liability

§ 6

1. ERGO Hestia's liability shall not cover losses resulting from driving the vehicle at the time of the event by a person under the influence of alcohol or drugs or any other similarly acting substance.
2. ERGO Hestia shall be free from liability if the Insurer, the Insured or the person authorised to use the vehicle caused the damage intentionally or as a result of gross negligence, unless the payment of compensation is fair under the given circumstances.
3. ERGO Hestia shall not be liable for any loss caused intentionally by a person with whom the Insurer, the Insured or the person entitled to use the vehicle lives in a joint household.
4. The scope of insurance coverage shall also exclude losses occurring when:
 - a) the Policyholder has given incorrect data concerning the vehicle unless such data do not affect the liability of ERGO Hestia,
 - b) the vehicle, on the day of the insured event, did not have a valid technical inspection, provided that the technical condition of the vehicle had an influence on the occurrence or extent of the loss,
 - c) the motor risk insurer did not accept liability for the loss.
5. In addition, insurance shall not cover losses arising in:
 - a) special vehicles,
 - b) vehicles used for the provision of services by car rental companies,
 - c) vehicles assembled outside their home factory,
 - d) vehicles which have been in service for more than 8 years,
 - e) vehicles after tuning other than factory tuning – within the scope of changes made,
 - f) rally and race cars.

Concluding the insurance agreement

§ 7

1. The insurance agreement may be concluded for brand-new and used vehicles, where the maximum period of ERGO Hestia's liability shall end at the end of the 96th month of the vehicle's operational period.
2. The conclusion of the insurance agreement shall be confirmed by the insurance document.
3. The insurance document referred to in point 2 above should include at least the following data:
 - a) name and exact address of the Policyholder together with NIP, PKD and REGON numbers,
 - b) name and exact address of the Insured together with NIP, PKD and REGON numbers,
 - c) document number and date,
 - d) Insurance variant,
 - e) period of insurance,
 - f) vehicle type,
 - g) vehicle make, model and type,
 - h) VIN (frame) number,
 - i) registration number,
 - j) date of purchase of the vehicle,

- k) sum insured,
- l) initial value.

Concluding the agreement on third party account

§ 8

1. The Policyholder may conclude the insurance agreement on third party account.
2. ERGO Hestia may assert a claim for payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the incident has already occurred.
4. The Insured may demand that ERGO Hestia provide them with the information on the provisions of the signed agreement and on the General Terms and Conditions of Insurance insofar as they relate to the rights and obligations of the Insured.

Method of determining and paying the insurance premium

§ 9

1. ERGO Hestia shall determine the amount of the insurance premium after assessing the risk for the requested insurance coverage.
2. The amount of the premium shall depend on the insurance variant, the type of vehicle, its operational period and the insurance period adopted in the agreement.
3. The Policyholder shall pay the premium once for the entire insurance period, no later than simultaneously with the conclusion of the agreement. At the request of the Policyholder and upon payment of an additional premium surcharge, the premium may be divided into instalments. The time limits for paying premium instalments and their amounts shall be set out in the insurance agreement.
4. If the insurance coverage expires before the end of the period for which the insurance agreement was concluded, the Policyholder shall be entitled to a refund of the premium for the period of unused insurance coverage. The unused insurance period is counted from the day following the termination of the agreement.

Period of insurance and duration of liability of ERGO Hestia

§ 10

1. The period of insurance shall be specified in the insurance agreement and may amount, at the Insurer's choice, to 12, 24, 36, 48 or 60 months and no longer than up to 96 months of the vehicle's operational period.
2. The beginning of the insurance period shall be the date and time agreed upon by the parties to the insurance agreement and specified in the insurance document.

§ 11

1. If the insurance agreement is concluded for more than 6 months, the Policyholder may withdraw from the agreement within 30 days; if the Policyholder is an entrepreneur, it may withdraw from the agreement within 7 days from the date of concluding the agreement. If the Insurer did not inform, at

the latest on the date when the agreement was signed, the Policyholder being consumer about the right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder being a consumer became aware of this right. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided insurance cover.

2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act of on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.
3. Where ERGO Hestia is liable before the premium or its first instalment is paid and the premium is not paid on time, ERGO Hestia may terminate the agreement with immediate effect and demand the payment of the premium for the period for which it provided insurance cover. In the absence of termination, the agreement shall expire at the end of period for which the unpaid premium was due.
4. Failure to pay the next premium instalment in the amount and within the term specified by ERGO Hestia shall result in the cessation of ERGO Hestia's liability provided that, after the expiry of the time limit for paying the premium instalment, ERGO Hestia requests the Policyholder to pay the outstanding amount, warning them that, in the absence of payment within 7 days from the delivery of the notice, its liability shall cease.
5. If the time limit for the payment of the premium or first instalment of the premium falls before the beginning of the insurance term, the consequences of delay in payment shall be covered by relevant provisions of sections 1 and 3 above.
6. If payment is due to be made by bank transfer or postal order, the payment shall be deemed to have been made on the day when the order for payment to the Insurer's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited in the Policyholder's bank account; otherwise, the payment shall be deemed to have been made when ERGO Hestia's bank account is credited with the relevant amount.
7. The payment of the amount specified in the insurance agreement shall be considered the payment of the premium or of a premium instalment.
8. ERGO Hestia's liability shall end:
 - a) on the day of expiry of the insurance period, unless the insurance relationship was terminated before this date for other reasons,
 - b) on the day of a total loss,
 - c) on the day of sale of the vehicle.

Procedure in the event of loss

§ 12

1. Where a total loss occurred in a vehicle covered by the insurance, the Insured is obliged to notify ERGO Hestia about the loss within 14 days from receiving a decision on the payment of compensation for a total loss under motor hull or third party liability insurance.
2. The notification referred to above should include at least:
 - a) the number and date of issue of the insurance document,
 - b) the date on which the total loss occurred,
 - c) a copy of the decision on the payment of compensation for the total loss under either motor hull insurance or third party liability insurance,
 - d) a copy of the VAT invoice documenting the purchase of the vehicle,

- e) address for correspondence in order to carry out a loss adjustment procedure,
 - f) telephone number and contact person,
 - g) the number of the bank account into which compensation should be paid,
 - h) in the event of assignment of rights under the policy to third parties, the assignor's instructions.
3. At the request of ERGO Hestia, the Insured shall provide ERGO Hestia with a power of attorney to ERGO to inspect the total loss file kept by the Motor Risk Insurer.

Loss assessment

§ 13

1. The extent of loss in the GAP variant selected by the Insurer shall be equal to the amount representing the difference between the initial value and the market value of the vehicle determined as at the date of occurrence of the total loss, subject to limitations specific to the GAP variant selected, in accordance with § 5 above.
2. Where the initial value of the vehicle has been established at:
 - a) gross value, VAT shall be included when determining the compensation,
 - b) net value, VAT shall not be included when determining the compensation.
3. The total payment of compensation for a total loss under either motor hull insurance or third party liability insurance and under GAP insurance may not exceed the initial value of the vehicle.

Payment of compensation

§ 14

1. The Insurer or the Person Eligible is obliged to document the legitimacy of the claim submitted.
2. ERGO Hestia shall pay compensation where the claim of the Insured is recognised as a result of the findings in the procedure to establish the facts, the legitimacy of claims and the amount of compensation, or under a settlement concluded with them, or a final and binding court ruling.
3. ERGO Hestia shall pay the compensation within 30 days from the receipt of notification about the accident.
4. If, within the time limit specified in section 3, it proves impossible to clarify the circumstances necessary to establish the liability of ERGO Hestia or the amount of compensation, the compensation shall be paid within 14 days from the day on which clarification of these circumstances became possible with due diligence; however, ERGO Hestia shall pay the undisputed part of the compensation within the time limit specified in section 3.
5. Unless otherwise agreed, the sum of money paid by ERGO Hestia shall not be higher than the loss incurred.

§ 15

If the person entitled to file a claim disagrees with the findings made by ERGO Hestia as to the refusal to satisfy the claim or as to the amount of compensation, they may, within 30 days from the receipt of notification, apply in writing for the re-consideration of the matter by ERGO Hestia.

§ 16

If the same subject of insurance is insured against the same risk with two or more Insurers at the same time for sums which in total exceed the insured value, each of the Insurers shall be liable up to the amount of loss in such proportion in which the sum insured assumed by it remains to the total sums resulting from double or multiple insurance.

Final provisions

§ 17

1. The Policyholder, the Insured, the beneficiary or any person eligible under the insurance agreement, the person who asserts claims under the Polish Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the entity seeking insurance or the insurance guarantee applicant may lodge complaints regarding services provided by ERGO Hestia or the insurance agent.
2. The rules for lodging complaints regarding services provided by ERGO Hestia and an exclusive agent of ERGO Hestia, i.e. acting solely on behalf of or for the benefit of one ERGO Hestia:
 - 1) A complaint may be lodged as follows:
 - a) through the form available at www.ergohestia.pl;
 - b) by phone, at the following number: 801 107 107 or 58 555 5 555;
 - c) in writing, to the registered office address of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) by word of mouth or in writing during a visit to an office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints are handled by an organisational entity established for this purpose by the Management Board of ERGO Hestia.
 - 3) The reply to the complaint shall be sent within 30 days from the date of its receipt in writing or by means of any other durable medium or by e-mail, at the request of the complaining party.
 - 4) In particularly complex cases that prevent the examination of the complaint and reply within the period specified above, the reply shall be sent within 60 days from the receipt. The complaining party shall be informed about the need to extend the period for responding to the complaint within a 30-day period.
 - 5) In non-standard cases, the persons referred to in section 1 may contact the ERGO Hestia Customer Ombudsman via the form on the website: www.ergohestia.pl.
 - 6) An individual making a complaint may request that the Financial Ombudsman www.rf.gov.pl review the case.
3. Rules for lodging complaints about services provided by a multiagent, i.e. an agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to the insurance cover provided.
 - 1) Complaints in the scope not related to the insurance cover provided should be submitted directly to the agent who provided services in the scope of insurance distribution. Complaints are considered directly by this agent. If such a complaint is submitted to ERGO Hestia, ERGO Hestia shall immediately forward the complaint to the agent, informing the complaining party at the same time.

§ 18

1. All notices and statements addressed to ERGO Hestia shall be made in writing and delivered against confirmation of receipt or sent by registered post.

2. If the Insurer changes their address and does not notify ERGO Hestia thereof, a letter sent to the last known address of the Insurer shall have legal effect from the time it would have been delivered if the Insurer had not changed its address. The above provisions shall also apply to the Insurer's registered office.

§ 19

1. Insurance agreements are made under Polish law.
2. Disputes arising from the insurance agreement shall be settled under Polish law and may be brought before courts of general jurisdiction or before a court having jurisdiction for:
 - 1) the place of residence or registered office of the Policyholder, the Insured or any person eligible under the insurance agreement,
 - 2) the place of residence of the Insured's heir or an heir to the person eligible under the insurance agreement.
3. The parties to the insurance agreement may submit any disputes arising out of the insurance agreement to a court of arbitration.
4. Disputes arising from the insurance agreement between the Policyholder, the Insured or any other person eligible under the insurance agreement who is a natural person and the Insurer may be settled through out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, www.rf.gov.pl, which is an entity authorised to conduct out-of-court proceedings under the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, on the Financial Ombudsman and on the Financial Education Fund.
5. Due to the fact that insurance agreements concluded by ERGO Hestia cannot be used for the settlements of transactions subject to sanctions, prohibitions and international restrictions or restrictions resulting from Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed to have provided insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit in connection with insurance cover to the extent that the provision of insurance cover, payment or provision of any other benefit in connection with insurance cover could result in a breach of any of the Sanctions indicated above, unless compliance with such Sanctions is contrary to the laws applicable to ERGO Hestia.

§ 20

These General Terms and Conditions of Insurance shall come into force on 8 October 2023 and shall apply to insurance agreements concluded starting from that date.

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

Appendix No. 1 to the GAP Insurance

Declaration of the Personal Data Controller

1. Who is the controller of your personal data?

The Controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter: ERGO Hestia)

Correspondence address: ul. Hestii 1, 81-731 Sopot

Telephone number: 801 107 107 or (58) 555 55 55

2. Who is the Personal Data Officer?

The Personal Data Controller has appointed the Data Protection Officer, who can be contacted in all matters concerning the processing of personal data and the use of rights related to data processing.

Contact details of the Data Protection Officer

Correspondence address: ul. Hestii 1, 81-731 Sopot

Email address: iod@ergohestia.pl

3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

- 1) **conclusion and performance of an agreement, presentation of an insurance proposal;** profiling is used to determine the insurance premium. Decisions related to profiling will be made on the basis of data collected in the process of creating an insurance proposal and concluding an agreement, information obtained through the Insurance Guarantee Fund, Insurance Database of the Central Vehicle Register, Central Driver Register, Central Statistical Office, Central Inspectorate of Road Transport, Central Register and Information Centre on Economic Activity, DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the aforementioned databases will be relevant to risk assessment. For example, the more losses you have on your insurance record, the higher is the insurance risk, and therefore the higher may be the insurance premium. If a loss is reported, profiling is used to determine the loss adjustment path. The choice of the liquidation path will be made based on the data collected in the loss reporting process and the loss data stored in the controller's databases. For example, if no loss has been reported under the policy in the last year, it is likely that the loss will be liquidated in a simplified way and, therefore, without the need for an ERGO Hestia representative to inspect the vehicle or the property;
- 2) **assessment of insurance risk by automated means, including profiling** – in the case of concluding an insurance agreement in the direct model, i.e. online, and in the case of automatic third party liability insurance policy renewal for the purpose of risk assessment, we will use profiling to determine the insurance premium.

In the case of automatic third party liability insurance policy renewals, profiling decisions will be based on an automated assessment of the data resulting from the previous insurance agreement. The data that significantly affect the insurance risk concern the number of losses. The more losses, the higher the insurance premium may be. Decisions will be based on profiling, i.e. an automatic assessment of the insurance risk of concluding an insurance agreement with you. In connection with automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision made, to contest the decision, to express your own position or to obtain human intervention (i.e. to analyse the data and have a human decision made).

In order to determine your insurance premium if you conclude an insurance agreement via the Yanosik app, profiling is used and automatic decisions are made, related to the assessment of your driving safety. Decisions will be made on the basis of an assessment of your driving style, monitored via the designated app. For example, the more losses you have on your insurance record, or the higher the driving dynamics of the person whose data are being processed, the higher is the insurance risk, and therefore the higher may be the insurance premium;

- 3) **verifying and ensuring the accuracy of the identification data in the process of concluding and performing the insurance agreement, in the case of:**
 - a) vehicle insurance: data are obtained from the Central Vehicle Register and the Central Driver Register and include data of the vehicle, its owners and holders in terms of:
 - for natural persons: personal identification number (PESEL) or document number (in the case of foreigners), first name, last name, address, data concerning the right to drive the vehicle, data on violations of road traffic regulations,
 - for sole traders: name, business ID (REGON), registered business address,
 - b) data of sole traders may be obtained from the Central Statistical Office, Central Register and Information Centre on Economic Activity and National Court Register in the scope of name, NIP, REGON, PKD, registered address, form of business activity and dates of its operation;
- 4) **reinsurance of risks;**
- 5) **asserting claims** – in justified cases, with regard to the required receivables resulting from insurance agreements, ERGO Hestia, after an ineffective process of asserting them, decides to transfer them to another entity;
- 6) **direct marketing of the controller's own products and services** – for direct marketing of the controller's own products and services, we will use profiling;
- 7) **preventing insurance crime** – to the extent necessary to prevent fraud and the use of ERGO Hestia's activities for criminal purposes;
- 8) **handling reported complaints and appeals** related to services provided by ERGO Hestia, as well as requests and enquiries addressed to ERGO Hestia;
- 9) **fulfilling the controller's responsibilities** with regard to sanctions introduced by applicable regulations of the United Nations, the European Union or the United States of America;
- 10) **performing an electronic service agreement (if concluded, the relevant provisions are contained in the terms of service);**
- 11) **purposes related to customer and client support via the hotline** – Your personal data may be processed in the form of a call recording;
- 12) **providing security for persons and property where the controller uses video surveillance;**
- 13) **analytical and statistical purposes.**

4. What is the legal basis for processing your personal data?

Legal grounds for data processing:

- 1) **necessity for the conclusion and performance of the insurance agreement**, coverage and performance of the agreement;
- 2) **the legitimate interests of the data controller**, such as direct marketing of the controller's own services, investigation of claims, prevention and prosecution of offences committed against the insurance company, reduction of insurance risks related to the conclusion of an insurance agreement, protection of property;
- 3) **the fulfilment of the controller's legal obligations** (arising from national and international law, including European Union law) – processing for the purpose of fulfilling legal obligations includes, but is not limited to, processing based on accounting regulations, processing of complaints related to reporting to public authorities, including supervisory authorities and to other entities to which ERGO Hestia is obliged to report;
- 4) **the legitimate interest of a third party**, i.e. the parent entity of the MunichRe capital group (to which the personal data controller belongs), as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by related entities;
- 5) **consent if given voluntarily.**

5. To which recipients will your personal data be transferred?

Your personal data may be transferred to:

- 1) entities processing personal data on behalf of ERGO Hestia, inter alia, IT service providers (including cloud computing service providers), entities processing data for the purpose of debt collection, provision of archiving services, carrying out insurance claim adjustment proceedings, insurance agents – the above entities process data under an agreement with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurance companies,
- 3) medical facilities,
- 4) other insurance companies where a separate consent has been given,
- 5) other entities where a separate consent has been given,
- 6) other controllers in the case of legitimate interests of the personal data controller.

If you have given your consent, your data may be transferred to other insurance companies for the purpose of insurance risk assessment and to entities from the ERGO Hestia capital group for the purpose of direct marketing of their products and services.

Transfer of data outside the European Economic Area

The personal data controller will transfer your personal data outside the European Economic Area (hereinafter EEA) only where it is necessary and will ensure an appropriate level of protection. Data will be transferred to a third country for which an adequate level of data protection has been established under a decision of the European Commission or using typical contractual clauses approved by the European Commission. Data recipients in third countries may be state authorities legally designated to collect data about the event or to carry out investigations related to the reported event in the territory of that country, or entities providing assistance services or other services in the territory of that country to assist the aggrieved person or to limit the consequences of the loss. However, the transfer will only take place on condition that it is necessary for the performance of an agreement between the data subject and the controller, the performance of an agreement concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, assertion or protection of claims. Subject to the data protection principles described above, the Controller may outsource certain services or IT tasks to service providers established outside the EEA. You may request further information on how or where to obtain a copy of the security features.

6. What are your rights in relation to the processing of personal data?

- 1) the right to withdraw your consent – to the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent does not affect the lawfulness of the processing carried out based on the consent before its withdrawal,
- 2) the right of access to your personal data (information about the processed data, a copy of the data) and the right to request rectification (correction), erasure or restriction of the processing of your personal data,
- 3) the right to object to the processing of your personal data – you have the right to object to the processing of your personal data, to the extent that these personal data are processed based on the legitimate interests of the personal data controller. In particular, you have the right to object to the processing of your data for the purposes of direct marketing and profiling,
- 4) the right to data portability – you also have the right to data portability, i.e. to receive your personal data from the controller in a structured, commonly used, machine-readable format and the right to send your data to another controller,
- 5) the right to lodge a complaint with the supervisory authority in charge of personal data protection,
- 6) in the case of automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision taken, to challenge the decision, to express your position or to obtain human intervention (i.e. to have your data analysed and a human decision taken).

In order to exercise the aforementioned rights, you should contact the Data Controller or the Data Protection Officer. The contact details are provided above in points 1-2.

7. Other information

For how long will your personal data be stored?

If the insurance agreement has been concluded or the insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for the claims under the insurance agreement or until the expiry of the data storage obligation resulting from legal regulations, in particular the obligation to store accounting records relating to the insurance agreement. If no insurance agreement has been concluded or no insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for claims arising from that fact. Whenever a consent is given, personal data will be used for the purposes specified in the consent (e.g., for marketing purposes) until it is withdrawn. The data will be processed for analytical and statistical purposes for a period of 12 years from termination of the insurance agreement.

Information about the requirement to provide data

Providing personal data in connection with the concluded agreement is necessary for the conclusion and performance of the insurance agreement and for the assessment of the insurance risk; otherwise, it is not possible to conclude an insurance agreement, present a proposal or conduct loss adjustment proceedings.

When providing personal data is necessary to process a complaint, failure to provide personal data will prevent the processing of the complaint.

The provision of personal data for marketing purposes is voluntary.