



## Everything about Moja Firma insurance

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# Why ERGO Hestia?

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## **Insurance tailored to your needs.**

We enable individual configuration of the scope of insurance.

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## **Account Manager.**

We ensure comprehensive service by one Agent.

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## **iHestia.**

We provide a web portal for self-management of policies.

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## **Confidence of top market players.**

We protect the companies of key significance for the Polish economy.

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## **Over 30 years of experience.**

We anticipate situations that may happen to our Customers.

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## **The highest quality of loss adjustment.**

We adjust your loss based on a transparent procedure.

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## **Complaint management.**

We listen to our Customers and analyse complaints.

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## **ERGO Hestia Customer Ombudsperson.**

We establish relationships with Customers, examine problems and search for solutions.



# Why is Moja Firma a good choice?

- ✓ you insure both your personal and business property
- ✓ you renew all insurance at once
- ✓ you get a single policy and General Terms and Conditions of Insurance
- ✓ you can select from among three insurance options – from protection against most frequently occurring events to All Risk insurance

## What do you insure in Moja Firma?

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- ✓ buildings and premises
- ✓ fixtures and fittings, e.g., linings, paint coatings, indoor elements: doors, windows, roller blinds, fireplace glass
- ✓ technical equipment, e.g., systems, solar panels, water supply and sewage network, or heating network
- ✓ furnishing, e.g., machines, furniture, radio and TV equipment and household appliances, desktop computers, glass panes in display chillers, medications, heating supplies
- ✓ personal belongings, e.g., clothing, jewellery, watches, equipment: photo, sports, portable computer equipment, objects owned by your employees
- ✓ works of art, antiques, collections, e.g., paintings, graphic art, coins, stamps
- ✓ premises architecture, e.g., fencing, pavements, gazebos, garden furniture, playground equipment
- ✓ working capital assets, e.g., semi-finished products, commodities, goods for resale
- ✓ third-party property, e.g., objects in deposit or left for repair
- ✓ third-party liability, including loss caused in connection with business or professional activities
- ✓ health and life (Personal Accident Insurance)



## What can you insure yourself against in Moja Firma?

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### Fire and Fortuitous Events

The insurance covers:

- ✓ property damage caused by a fire or other fortuitous event, e.g., lightning or hurricane
- ✓ overvoltage regardless of its cause, e.g., overvoltage in a system, sudden surge in the power network causing a damage to household appliances and radio and TV equipment
- ✓ thawing of products stored in chillers

You may extend the scope of coverage to include **loss caused by a flood**.

**Full All Risk protection** also covers liability for loss caused by the Insured, his/her relatives or employees (self-inflicted loss).

You can insure **property at more than one location** under a single policy.



## Theft

The insurance covers:

- ✓ burglary and theft of insured items
- ✓ theft of external components of the building or premises, e.g., gutters, cameras, solar batteries, air conditioners
- ✓ destruction, also during an attempt at burglary, of external components of the building or premises
- ✓ destruction or theft of items situated on the site of the property e.g., grill, garden furniture, playground equipment
- ✓ vandalism, including graffiti

You can insure premises architecture and external components of the building or premises and a lawn mower **against theft** (without signs of burglary).

**Anti-theft equipment requirements** depend on the specificity of business activities.

You select a **sum insured** which covers all property at each location. You get **discounts for additional** anti-theft equipment.



## Third-Party Liability in Private and Professional Life

The insurance covers:

- ✓ professional third-party liability, e.g., for physicians, property managers, architects
- ✓ business third-party liability covering loss caused for instance by marketing of products, including financial loss
- ✓ third-party liability of property owners covering loss in connection with the use of the real estate, e.g., flooding of a neighbour's apartment
- ✓ third-party liability in private life, which provides coverage in the event of causing a loss to other persons, e.g., when practising sports or loss caused by children

The insurance also covers **domestic staff and other persons carrying out work in the household** without an additional premium.

You can buy **two insurance options at once**. Protection **all over the world**.



## Personal Accident

The insurance covers:

- ✓ disablement, e.g. broken arm, twisted joints, loss of sight
- ✓ costs of purchase of the necessary medications, wound dressings and orthopaedic devices
- ✓ death
- ✓ allowance in the case of permanent incapacity to work
- ✓ consequences of personal accidents occurring as a result of practising sports and a profession

You may extend the scope of insurance to include:

- ✓ myocardial infarction or cerebral stroke
- ✓ practising high-risk sports
- ✓ practising high-risk professions

The insurance may cover your **family members and employees**.

**The table of degrees of disablement** clearly and precisely determines the amount of benefit.

The sum insured is up to PLN 5 million.

## What additional coverage options do you have in Moja Firma?



**Tenant Third-Party Liability Insurance** – protection if your tenant destroys or damages third-party property, e.g., floods a neighbour's apartment.



**Luggage and Cargo Insurance** – we protect your personal and professional assets, such as a phone, tablet or keys, as well as working capital assets and cash against loss and destruction. We protect luggage of your close ones and third parties (e.g., loaned or lent). The protection also covers luggage transported inside a vehicle and in external cargo carriers.



**Travel Insurance** – insurance around the year which covers both personal and business international travel, including the cost of treatment, rescue and medical transport.



**Home and Company Assistance** – you can use the emergency assistance of a specialist, e.g., locksmith, plumber, repair of computer hardware, office equipment, household appliances or radio and TV equipment.



**SOS Assistance** – you get assistance in case of damage to or destruction of a building or premises as a result of fortuitous events or flood, e.g., substitute premises, property safeguarding, transport or storage of property.



### Important!

The General Terms and Conditions of Insurance are also available on [www.ergohestia.pl](http://www.ergohestia.pl).

# What is iHestia?

iHestia is a modern web portal available to Customers and Agents representing ERGO Hestia. It is your personal account with the information on concluded contracts, payments, and reported loss:

- ✓ You can manage your policies on your own and report a loss by logging on to [ihestia.ergohestia.pl](https://ihestia.ergohestia.pl).
- ✓ If you need the assistance of an Account Manager, please contact the Agent. You will get professional support, and your case will be handled during a visit or a phone talk.

## What can you do in iHestia on your own or with the Agent's support?

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### Loss report

You will get a clear summary and access to the information on the course of the loss adjustment. You can also report a loss by phone: 801 107 107 or 58 555 5 555.



### Configuration of coverage or purchase of insurance

Configure your own scope of coverage and send it to the Agent, who will prepare an offer. You can accept a policy remotely.



### Managing a concluded contract

Update your personal data or data of the object of insurance. Contact the Agent to extend insurance coverage.



Report a purchase or sale of a vehicle or real estate. Settle the concluded insurance contracts and paid premiums.



Pay a premium or its instalment. You can pay the amount due for one policy or for a few policies together.



Download documents in a digital or printable version. The following documents are available for downloading: policies, a confirmation of the premium payment, the General Terms and Conditions of Insurance, and documents relating to reported loss.



### Important!

You can also contact ERGO Hestia by filling in the forms available at [www.ergohestia.pl](https://www.ergohestia.pl). We will make sure that your question reaches the competent recipient.





# General Terms and Conditions of Moja Firma Non-Motor Insurance

C-MF-PK-01/23

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The following table specifies which provisions of the General Terms and Conditions of Moja Firma Non-Motor Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity

Name of the insurance	Template unit number	
	Criteria of payment of compensation and other benefits or the insurance surrender value:	Limitations and exclusions of liability of the insurance company allowing it to refuse or reduce the payment of compensation and other benefits:
Common for all insurance		§ 23, § 24, § 25, § 27 par. 4, § 28 par. 2, § 36 par. 4
Property	§ 4 par. 1, § 4 par. 4, § 4 par. 7–9, § 6 par. 2	§ 4 par. 3, § 4 par. 5–6, § 5, § 6 par. 1, § 6 par. 3, § 34 par. 2–3, § 35, § 38 par. 5, § 39, § 40
Third-Party Liability Insurance in Private Life	§ 7 par. 1–3, § 7 par. 6	§ 7 par. 4, § 7 par. 8, § 8
Tenant Third-Party Liability	§ 9 par. 1–2, § 9 par. 5	§ 10
Personal Accident Insurance	§ 11 par. 1, § 11 par. 4–5, § 43 par. 1, § 43 par. 7	§ 11 par. 5, § 12, § 43 par. 3–4, § 43 par. 6, § 44 par. 1
Moja Firma Assistance	§ 15 par. 1, § 16 par. 1	§ 17
Luggage and Cargo Insurance	§ 18 par. 1	§ 19, § 45 par. 2
Travel Insurance	§ 20 par. 3–5, § 21 par. 1, § 21 par. 4	§ 20 par. 5, § 22

## § 1

1. In this document, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office in Sopot (hereinafter referred to as “ERGO Hestia”) describes the terms and conditions under which the Customer and ERGO Hestia shall enter into an insurance contract.

The document shall also be binding on the insured persons, if they are not a party to the insurance contract (Customer).

2. Who is the controller of your personal data?

The controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter referred to as “ERGO Hestia”).

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

Telephone: 801 107 107 or 58 555 55 55

3. Who is the data protection officer?

The personal data controller has appointed a data protection officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing.

Contact details of the data protection officer.

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

Email: [iod@ergohestia.pl](mailto:iod@ergohestia.pl)

4. What are the purposes of processing your personal data?

Your personal data are processed for the following purposes:

- 1) conclusion and performance of a contract, presentation of an insurance offer – 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 offer and concluding a contract, information obtained through the Insurance Guarantee Fund, Insurance Database, Central Vehicle Register, Central Driver Register, Central Statistical Office, Data Wise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the databases indicated above will be relevant to the assessment of the risk in question. For example, the more loss has occurred in the insurance history, the higher the insurance risk may be and therefore the insurance premium may be higher. In the case of a loss report, profiling is used to determine the loss adjustment path. Decisions on the loss adjustment path will be made on the basis of the data collected during the loss reporting process and the loss data contained in the personal data controller’s databases. For example, if no loss has been reported under a given policy in the last year, it is likely that the loss will be handled in a simplified procedure, i.e., without an examination of the vehicle or property by an ERGO Hestia representative;
- 2) assessment of insurance risk by automated means, including profiling – in the case of taking out an insurance contract in the direct model, i.e., online, and in the case of automatic renewal of third-party liability insurance, we will use profiling for the purpose of risk assessment in order to determine the amount of the insurance premium.

In the case of automatic renewal of third-party liability insurance, profiling decisions will be made on the basis of an automated assessment of the data resulting from the previous insurance contract. The data significantly influencing the insurance risk include the number of losses.

The more loss has occurred, the higher the insurance premium may be. Decisions will be based on profiling, i.e., the automated assessment of the insurance risk of entering into an insurance contract with you. In connection with automated decision-making, you have the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and to obtain human intervention (to have your data analysed and a decision made by a human).

In order to determine the amount of the insurance premium in the case of the conclusion of an insurance contract via the Yanosik app, profiling is used and automatic decisions are made related to the assessment of the safety of driving. Decisions will be made on the basis of an assessment of your driving style, monitored via the app. For example, the more loss there has been in the insurance history or the more dynamic the driving style of the person whose data are being processed, the higher the insurance risk may be and therefore the insurance premium may be higher;

- 3) verification and ensuring the correctness of the identification details in the process of conclusion and performance of the insurance contract, in the case of:
  - a. vehicle insurance: data extracted from the Central Vehicle Register and the Central Driver Register include: data on the vehicle, its owners and holders, as follows:
    - for natural persons: personal identification number (PESEL) or document number (in the case of foreign nationals), first name, surname, address, data on driving licence – data on traffic offences;
    - for natural persons carrying out a business activity: name, company registration number (REGON), registered business address;
  - b. data on natural persons carrying out a business activity: data may be collected from the Central Statistical Office, the Central Register and Information of Business Activity and the National Court Register, including: name, NIP, REGON, PKD, registered address of the business activity, form of business activity and date of its commencement;
- 4) risk reinsurance;
- 5) enforcement of claims – in justified cases, with regard to due amounts receivable arising from insurance contracts, ERGO Hestia will, after an unsuccessful collection process, decide to transfer them to another entity;
- 6) direct marketing of own products and services of the personal data controller – profiling will be used for direct marketing of own products and services;
- 7) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
- 8) handling of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
- 9) compliance with the obligations of the personal data controller in connection with sanctions imposed under applicable regulations of the United Nations, the European Union or the United States of America;
- 10) the performance of a contract for the provision of services by electronic means (if concluded, the relevant provisions are to be found in the terms of service);
- 11) related to the servicing of customers and callers via the helpline – your personal data may be processed in the form of a recording of the call;
- 12) protecting the security of persons and property where the data controller uses video surveillance;
- 13) analytical and statistical purposes.

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

The legal basis of the processing of personal data is as follows:

- 1) as necessary for the conclusion of an insurance contract, provision of insurance coverage, performance of the insurance contract;
- 2) legitimate interest pursued by the personal data controller, including direct marketing of own services, enforcement of claims, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the conclusion of an insurance contract, protection of property;
- 3) legal obligation of the personal data controller (under national and international law, including European Union law) – processing for the purpose of complying with legal obligations including, among others, processing on the basis of accounting regulations, handling complaints related to reporting to public authorities, including supervisory authorities, and other entities to which ERGO Hestia is obliged to report;
- 4) legitimate interest pursued by a third party, i.e., the parent entity in the Munich Re group of companies (of which the personal data controller is a member) as an entity directly obliged to apply sanctions imposed by the United States of America and to ensure compliance by related parties;
- 5) consent if given voluntarily.

## 6. To whom will your personal data be disclosed?

Your personal data may be disclosed to:

- 1) personal data processors contracted by ERGO Hestia, including without limitation IT service providers (including, among others, cloud service providers), processors responsible for debt enforcement, providers of record filing services, providers of insurance loss adjustment services, insurance agents – these entities process data on the basis of a contract with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurers,
- 3) medical service providers,
- 4) other insurers in the event of separate consent given,
- 5) other entities in the event of separate consent given,
- 6) other personal data controllers in the case of legitimate interest pursued by the data controller.

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

### **Transfer of data outside the European Economic Area**

The data controller will transfer your personal data to recipients in non-European Economic Area (EEA) countries only if necessary and will ensure the adequate protection of such data. Data will be transferred to a third country which ensure an adequate level of data protection according to a European Commission decision or using standard contractual clauses approved by the European Commission. Recipients of the data in third countries may be state authorities legally designated to collect data about the incident or to carry out proceedings related to the reported incident in that country, or entities providing assistance services or other services in that country to assist the injured person or to limit the consequences of the loss. The transfer of data will only take place provided that it is necessary for the performance of a contract between the data subject and the controller, the performance of a contract concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, exercise or defence of claims. Subject to the data protection principles described above, the data controller may outsource certain services or IT functions to service providers established outside the EEA. You may request further information about how to obtain a copy of such protection and where it has been made available.

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

- 1) the right to withdraw 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 shall not affect the lawfulness of processing based on the consent before its withdrawal;
- 2) the right of access to personal data (information about the processed data, copies of the data) and the right to rectification (amendment), erasure or restriction of processing;
- 3) the right to object to the processing of personal data – you have the right to object to the processing of your personal data to the extent that such personal data are processed on the basis of legitimate interests of the 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 portability of personal data – you have the right to data portability, i.e., the right to receive the data from the controller in a structured, commonly used and machine-readable format and the right to transmit those data to another controller;
- 5) the right to lodge a complaint with a supervisory authority responsible for personal data protection;
- 6) for automated decision-making, you have the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and the right to obtain human intervention (to have your data analysed and a decision made by a human).

To exercise any of the rights defined above, please contact the controller or the personal data officer. The contact details are presented in points 1 and 2 above.

## 8. Other information

How long will your personal data be stored?

If an insurance contract is concluded or insurance coverage is provided, personal data will be stored until the expiry of claims in respect of the insurance contract or the expiry of the record retention obligation under the law, in particular the obligation to maintain accounting evidence of the insurance contract. If no insurance contract is concluded or no insurance coverage is provided, personal data will be stored until the expiry of claims in that regard. Where relevant consent is granted, personal data will be used for the purposes stated in such consent (e.g., for purposes of marketing) until the consent is withdrawn. Data will be stored for analytical and statistical purposes for a period of 12 years after the termination of the insurance contract.

Information on 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 the provision of personal data, it is not possible to conclude an insurance contract, to present an offer, to carry out loss adjustment.

Where the provision of personal data is necessary to process a complaint, failure to provide personal data will result in the complaint not being processed.

The provision of personal data for marketing purposes is voluntary.

## § 2

In this document, ERGO Hestia uses certain terms with a particular meaning. The terms used in this document shall have the meaning set out in the definitions below, presented in alphabetical order:

TERM	WHAT DOES IT MEAN?
Accident	a) in Third-Party Liability Insurance in Private and Professional Life – death, bodily injury or loss of bodily function as well as destruction of or damage to property or a pure economic loss (if covered by insurance); b) in Tenant Third-Party Liability Insurance – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Actual value	Replacement value decreased by technical wear and tear
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm <sup>3</sup>
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years at the time of conclusion of the insurance contract
Appurtenant premises	Premises appurtenant to the premises, which may be subject to separate ownership. Appurtenant premises may be used solely by the Insured or his/her relatives who live in the same household with the Insured or by persons authorised by the Insured. Appurtenant premises include a parking space inside the building where the premises are located
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰ – 0.5‰ or the concentration of alcohol in breath amounts to 0.1 mg – 0.25 mg per 1 dm <sup>3</sup>
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Body surface area	ERGO Hestia shall consider the surface of the victim's hand as a percentage of the body surface area taken into consideration when assessing the extent of frostbites or burns
Building	Any detached building or separated part of a semi-detached or terraced building (including a part of a building which is joint property of several persons, owned by the Insured), together with inbuilt systems, technical devices and fixtures and fittings, which constitute a technical and utility whole. A building must be permanently affixed to the ground, separated from the surroundings by means of building partitions. The following elements shall be considered as parts of a building: a) walls, foundations, roof, terraces and balconies, partition walls without frame construction; b) external elements: doors, windows, window sills, roller-blinds, bars and awnings; c) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters, roof platforms and steps; d) garage, if it is an integral part of the building; e) external components. External components of a building are elements of the building connected with the building directly or through systems, situated outside the body of the building



TERM	WHAT DOES IT MEAN?
Burglary	Seizing or an attempt at seizing property from the building or premises (and in Luggage and Cargo Insurance also from a room, a car boot, a caravan, a camper, a vessel cabin), or working capital assets and property of third parties from a yard or a car park, after prior removal of security by force or opening the entrance using tools or a tailored or fake key or the original key held by the offender, obtained as a result of a criminal offence. Burglary shall also be damage to the object of insurance, having a direct connection with the execution of or attempted burglary
Cerebral stroke	Cerebral stroke which is synonymous with brain necrosis (i.e., damage to brain tissue) located in a circumscribed area, caused by acute, non-traumatic haemorrhage or by insufficient blood flow in the brain, which leads to the emergence of a permanent, irreversible neurological deficit. The diagnosis of stroke must be confirmed by an imaging study – magnetic resonance imaging (MRI) or computerised tomography (CT), which corroborates the association between a new neurological deficit and a new area of encephalomalacia. The assessment of a permanent neurological deficit can be performed no earlier than 3 months after the stroke. Excluded from insurance coverage are the following: a) transient ischaemic attack (TIA); b) stroke which occurred at an indeterminate date; c) stroke which was diagnosed exclusively on the basis of biomarkers; d) stroke which involves neurological sequelae limited exclusively to functional limitations of the sense of smell, function of the vestibular system or the organ of vision
Chronic disease	Medical condition characterised by slow development and long course, which requires treatment according to medical recommendations or is treated continuously or periodically over 12 months before the insurance contract was concluded, during which the symptoms may periodically flare up or recede
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g., paintings, sculptures, coins, post stamps
Commencement date	The day from which the Insured is covered by insurance in the first insurance contract concluded with ERGO Hestia, provided that the Policyholder concludes, based on these General Terms and Conditions of Insurance, another or successive insurance contracts featuring cover commencing on the day following the end of cover resulting from the previous contract. In the event that the date of commencing cover in the next insurance contract does not fall directly after the date of the end of cover in the previous contract, the commencement date shall be the day from which the Insured is covered by insurance in the new insurance contract
Constant supervision	Direct surveillance 24 hours a day at the insured location: a) by persons employed by the Insured or by a property protection agency with which the Insured has signed a property protection contract; b) by a person employed in a gated residential area
Construction	Works comprising the erection of a building, premises or premises architecture; as well as their reconstruction, repair, superstructure, modernisation and extension. Construction does not refer to construction works consisting only in the fixtures and fittings, or technical devices
Country of residence	The country where the Insured: a) is covered by social security or health insurance (other than during residence for educational purposes); or b) resides without interruption (other than travel under 30 days) for at least 1 year and which is the centre of the Insured's personal and professional life
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime or offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	Any natural person who carries out business activities and concludes the insurance contract (the Policyholder)
Damage to property	In Third-Party Liability Insurance in Private and Professional Life and Tenant Third-Party Liability Insurance – loss due to destruction of or damage to a movable item or a real estate of the aggrieved party as well as lost benefits that they might have obtained if their property had not been destroyed or damaged
Dangerous professions	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction work associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater work, fishing, work on a ship, in the mining industry (workers employed at platforms, mining), as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard, security guard
Deductible	The amount specified in the insurance contract by which ERGO Hestia reduces the compensation
Domestic animals	Animals usually bred by people and kept at home or in the backyard: dogs, cats, birds, rodents, aquarium fish, horses, apart from animals bred for commercial and economic purposes
Domestic partnership	An informal union of two people living together in the same household. Individuals in a domestic partnership must not be related by blood, affinity or adoption
Electronic lock	A lock enabling access to a room, opened with a complex access code, other than a key, such as a magnetic card, digital code, biometrical reader
Emergency Centre	The organiser providing assistance services on behalf of ERGO Hestia

TERM	WHAT DOES IT MEAN?
Employee	A person in an employment relationship or under a civil law contract with the Insured other than a natural person who concludes such contract as a part of business activities. Employees include interns and volunteers to whom the Insured outsources specific activities
ERGO Hestia representative	Any ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorised by such agent
Event	<ul style="list-style-type: none"> <li>a) a future and uncertain sudden event not intended by the Insured, causing a loss covered by the scope of insurance – in Property Insurance against Fire and Fortuitous Events, in Property Insurance against Theft, in Luggage and Cargo Insurance;</li> <li>b) a personal accident – in Personal Accident Insurance</li> </ul>
Failure	Any malfunction of a device or system caused by mechanical, electrical, electronic or hydraulic damage. The necessity to supplement consumables, current and periodic maintenance, delivery and installation of accessories shall not be considered as a failure
Fainting	Short-term loss of consciousness, sensation and ability to perform movements as a result of inadequate oxygenation of the brain associated with insufficient blood flow
Fixtures and fittings	<p>Elements mounted or embedded in a building or premises in a fixed manner, preventing their separation without the use of tools, in particular:</p> <ul style="list-style-type: none"> <li>a) internal fittings, mezzanines and partition walls with frame construction, including plasterboard;</li> <li>b) paint coating, all kinds of decorative veneers or linings of ceilings, walls, stairs and floors;</li> <li>c) shower stalls, sinks, tubs, toilet bowls, bidets, urinals, bathroom and kitchen taps;</li> <li>d) internal elements: doors, windows with locks, window sills, shutters, roller blinds;</li> <li>e) glass elements of: walls, roofs of a building or premises, balconies, terraces, loggias and other fixtures and fittings;</li> <li>f) fireplace glass;</li> <li>g) mirrors and stained glass windows, affixed in a permanent manner;</li> <li>h) ceramic fixtures and fittings</li> </ul>
Flood	Flooding of areas as a result of a raised level of flowing and standing water, or as a result of a rise of coastal marine waters
Fortuitous events	<ul style="list-style-type: none"> <li>a) rescue operations — actions taken to prevent loss threatening directly or to save the life or health of the Insured or his/her relatives or to mitigate its effects, if these measures were appropriate to the circumstances;</li> <li>b) smoke and soot — suspension of particles in gas being a direct result of: <ul style="list-style-type: none"> <li>1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations;</li> <li>2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin;</li> </ul> </li> <li>c) hail;</li> <li>d) sonic bang;</li> <li>e) hurricane — wind of at least 15 m/sec., causing massive damage;</li> <li>f) avalanche — a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes;</li> <li>g) snow pressure — the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice;</li> <li>h) landslide;</li> <li>i) fire;</li> <li>j) overvoltage caused by lightning;</li> <li>k) surface water flow;</li> <li>l) earthquake;</li> <li>m) lightning;</li> <li>n) vehicle collision;</li> <li>o) growing tree, antenna, construction crane, building, structure or its part falling onto insured property, other than as a result of human action;</li> <li>p) falling aircraft;</li> <li>q) explosion;</li> <li>r) flooding – presence of liquid in a building, premises or premises architecture leading to the occurrence of loss, resulting from: <ul style="list-style-type: none"> <li>1/ precipitation;</li> <li>2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems;</li> <li>3/ escape of water from household appliances as a result of their failure or interrupted operation due to a power outage;</li> <li>4/ withdrawal of water or sewage from public sewerage facilities;</li> <li>5/ taps or other valves in other devices in the water supply, sewage or heating systems being left open accidentally and inadvertently;</li> <li>6/ operation of third parties;</li> <li>7/ escape of water from a broken, cracked or unsealed aquarium;</li> <li>8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the system or building;</li> </ul> </li> </ul> <p>In Luggage and Cargo Insurance, flooding is considered by ERGO Hestia to be any liquid damage to insured luggage, working capital assets and cash resulting from the aforementioned causes;</p> <ul style="list-style-type: none"> <li>s) subsidence</li> </ul>
Frost damage	Sudden breakage of external elements of the insured building or elements of balconies, terraces or loggias in the premises caused by frost



TERM	WHAT DOES IT MEAN?
Furnishing	Decorative elements and elements of interior design of a building or premises, as well as property necessary to run a household, belonging to the Insured or his/her relatives who live in the same household with the Insured. Furnishing also includes any objects temporarily in the possession of the Insured, which are loaned or lent to the Insured by the employer or other legal person or organisational unit provided that such loaning or lending is confirmed in writing by the loaner or lender. Included are decorative elements and devices meeting the aforementioned criteria, such as: <ul style="list-style-type: none"> <li>a) machines, devices (other than power tools and home and garden tools);</li> <li>b) medical and rehabilitation equipment used by the Insured in business activities;</li> <li>c) furniture (including built-in);</li> <li>d) household appliances;</li> <li>e) audio-visual and radio and TV equipment, including televisions, decoders, DVD players, multimedia projectors;</li> <li>f) desktop computers, peripherals including: printers, scanners, routers, switches;</li> <li>g) household supplies, including medications, heating supplies, food;</li> <li>h) glass elements of: furniture, stove, microwave, refrigerator, hood;</li> <li>i) kitchen hobs – ceramic or glass;</li> <li>j) aquaria and terrariums with their internal fixtures;</li> <li>k) mirrors not permanently fixed;</li> <li>l) hunting trophies;</li> <li>m) power tools and home and garden tools</li> </ul>
High-risk professions	Professions involving physical work, that is: industrial worker, machine and device operator or assembly worker, farmer, gardener, forester, driver, construction and repair worker sport instructor, sport coach; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids
High-risk sports	BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, freestyle scootering, hydrospeed (in the territory of Europe), snow scooters, horse riding, bouldering (with safety equipment), kayaking, kitesurfing, cycling – crosscountry, track cycling, cross-country cycling, road cycling (races), bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, hunting, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoering, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sailing, navigation on inland and coastal waters (up to 100 nautical miles from the coastline) on motor boats (including pontoon boats, hybrid boats and motor yachts)
Hiking	Hiking in the open air, for recreational purposes, lasting no longer than one day
Income	Documented income within the meaning of the Personal Income Tax Act in the last 12 months directly preceding the conclusion of the insurance contract.
Insured location	A location of the building(s) or premises specified in the insurance contract
Loss	A direct consequence of the event or accident which is covered by the insurance contract: <ul style="list-style-type: none"> <li>a) financial detriment – in Property Insurance, in Luggage and Cargo Insurance;</li> <li>b) death, bodily injury, loss of bodily function or financial detriment – in Personal Accident Insurance and in Travel Insurance;</li> <li>c) personal injury, damage to property or pure economic loss – in Third-Party Liability Insurance in Private and Professional Life;</li> <li>d) personal injury, damage to property – in Tenant Third-Party Liability Insurance</li> </ul>
Loss investigation	Actions necessary to explicitly identify the element whose fault or defect was the direct cause of loss or damage to property or failure of water or sewage systems
Luggage	<ul style="list-style-type: none"> <li>a) any objects located outside the place of residence, used by the Insured or his/her relatives who live in the same household, in their everyday life;</li> <li>b) any objects located outside the place of residence or place of business of the Insured, held temporarily by the Insured if they were rented or lent for use by the employer or another organisational unit. The lending party must confirm the lending in writing;</li> <li>c) any objects located outside the place of residence or place of business of the Insured, used for the business of the Insured;</li> <li>d) if luggage is carried in external luggage racks, the external luggage rack is also considered to be luggage</li> </ul>
Market value	Value corresponding to the purchase price on the local market
Market value of premises	Value corresponding to the product of the floor area of premises multiplied by the average market price of 1 m <sup>2</sup> in a given town or city or district in relation to premises of similar characteristics and standard of finish
Marketing a product	The date and time when the ownership of the product is transferred to a third party permanently or for a fixed period of time

TERM	WHAT DOES IT MEAN?
Monetary values	<ul style="list-style-type: none"> <li>a) golden and silver coins which do not constitute a valid legal tender;</li> <li>b) silver, gold, platinum in scrap or bars,</li> <li>c) precious, semi-precious stones, synthetic stones, pearls, amber, corals;</li> <li>d) checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash</li> </ul>
Multipoint lock	A lock which bolts the door into the frame in several distant places
Multi-tumbler lock	A lock which has more than one groove perpendicular to the shaft on the blade
Myocardial infarction	<p>Myocardial infarction, which is synonymous with necrosis of the heart muscle due to obstruction of coronary arteries with concomitant:</p> <ul style="list-style-type: none"> <li>a) typical signs and symptoms of an acute myocardial infarction;</li> <li>b) new typical electrocardiographic signs of a past myocardial infarction;</li> <li>c) transient elevation of troponin T and/or troponin I and/or cardiac enzymes, including CK-MB, above generally accepted laboratory reference levels for myocardial infarction.</li> </ul> <p>Excluded from insurance coverage are the following:</p> <ul style="list-style-type: none"> <li>a) every event which has not been confirmed to be a myocardial infarction by a specialist physician (cardiologist);</li> <li>b) elevation of cardiac biomarkers, which directly results from the performance of a cardiac procedure (coronary angiography and/or coronary angioplasty);</li> <li>c) myocardial infarction which occurred at an indeterminate date</li> </ul>
Overvoltage	A sharp change in voltage in the electricity network
Parking place	Separate useful floor area inside the building in which the premises are located, used for the parking of vehicles
Permanent incapacity to work professionally	A situation where the Insured is unable to perform professional work in the future for which the Insured is qualified by virtue of his/her background and experience
Personal accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Personal belongings	<p>Any objects used by the Insured in everyday life or for business activity and objects situated at the insured location which are the property of third parties who are temporarily residing at the insured location by invitation of the Insured, and held temporarily by the Insured if they were rented or lent for use by the employer or another legal person or organisational unit. Renting or lending must be confirmed in writing by the lending entity. Personal belongings also include objects which are not used for business activity but are used by relatives of the Insured who live in the same household with the Insured or used by employees of the Insured. Personal belongings are objects meeting the above conditions, including:</p> <ul style="list-style-type: none"> <li>a) clothing and other personal effects, such as towels, books;</li> <li>b) equipment: photo, portable computer equipment;</li> <li>c) mobile phones;</li> <li>d) musical instruments;</li> <li>e) sports equipment;</li> <li>f) medical and rehabilitation equipment;</li> <li>g) orthopaedic and assistive devices to support or enable persons with disabilities to function (hearing aids, cochlear implants, insulin pumps and infusion sets for personal insulin pumps, crutches, walking sticks, non-registerable wheelchairs, blood glucose meters, prosthetic limbs, orthoses);</li> <li>h) batch production weapons of all kinds, possessed in line with the provisions of law;</li> <li>i) serial standard software and data carriers;</li> <li>j) jewellery, watches, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group;</li> <li>k) tyres or wheels (i.e., tyres with rims) for vehicles owned by the Insured or relatives of the Insured.</li> </ul>
Personal injury	In Third-Party Liability Insurance in Private and Professional Life and Tenant Third-Party Liability Insurance – loss due to death, bodily injury or loss of bodily function; as well as the benefits lost by the aggrieved party that they might have obtained if they had not been affected with bodily injury or loss of bodily function
Photovoltaic system interruption	Complete cessation of electricity production by a photovoltaic system as a result of an event covered by insurance
Pollutant	Substances in the form of smoke, fumes, gas, soot, liquids, waste, dust, if they cause or may cause contamination or pollution of water, soil, air
Practising competitive sports	Practicing sports disciplines in order to achieve maximum results. It requires regular participation in training, sports competitions and tournaments under registered sections, clubs or sports organisations
Premises	<p>A legally separated part of a building together with:</p> <ul style="list-style-type: none"> <li>a) technical devices;</li> <li>b) fixtures and fittings;</li> <li>c) appurtenant premises;</li> <li>d) walls, partition walls without frame construction;</li> <li>e) external: doors, windows, roller-blinds, bars, awnings;</li> <li>f) balconies, terraces, loggias;</li> <li>g) external components.</li> </ul> <p>External components of premises are elements of the premises connected with the premises directly or through systems, situated outside the body of the premises</p>

TERM	WHAT DOES IT MEAN?
Premises architecture	The following situated at the insured location: a) fences and their components; b) swimming pools together with roofing, saunas, jacuzzies, tennis courts, pavements and roads; c) gazebos, carports, garden lamps, wells, statues, figures, fountains, ponds; d) caretaker's lodges and tool sheds without foundations; e) garden plants, including ornamental plants cultivated in pots; f) pots, perches; g) playground equipment, swings, garden furniture, grills, pens for animals, dog houses; h) garden irrigation and drainage systems; i) waste bins and waste segregation boxes; j) post boxes k) free-standing advertising
Product	A movable object, even if it is combined with another object, created in business activities of the Insured, which is to be marketed, and animals bred in business activities of the Insured
Production value	The sum of the cost of materials and commodities, labour and overheads incurred to produce a thing, net of the enterprise's mark-ups and margins
Profession	In Personal Accident Insurance – only the profession named in the Customer's statement made on the date of concluding the insurance contract
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party. Pure economic loss may not result from a damage to property, personal injury or any infringement of personal interests
Race	A speed sporting competition in which, according to a set of rules, one usually has to cover a specified route in the shortest possible time, or the greatest possible distance in a specified time. A race may be uninterrupted from start to finish, or it may be divided into stages
Recreational cycling	Cycling treated exclusively as a hobby on routes that include: roads, country lanes and cycle paths, forest tracks and meadows. It does not include participation in competitions or races
Recreational sports	Aerobics, badminton, baseball, biathlon, blade cross, cross-country skiing, jogging, billiard/snooker, box aerobic, bridge, petanque, fun ball, frisbee, gymnastics, golf, snow golf, hiking, field hockey, figure skating, yoga, recreational cycling, road cycling (not racing), korfbal, basketball, cricket, kyudo, bowling, athletics (except marathons other than classic marathons), archery, speed skating, water skiing, Nordic walking, handball, volleyball, water polo, swimming, pole dance, qigong, darts, springboard jumping, jet skis, snorkelling, antique car racing and rallying, shooting, SUP, surfing, fencing, chess, dancing, technogym, tennis, table tennis, trampofol, tae-bo, Tai Chi Chuan, taiko, tambeach, floorball, wakeboarding, windsurfing, rowing, roller skating, angling, inland sailing, marine sailing up to 12 nautical miles from the coastline
Relatives	Spouse, domestic partner, siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adopted and adoptive parent
Replacement value	Value that corresponds to the cost of restitution of property to the state of property prior to the damage, but not improved. The replacement value is calculated depending on the object of insurance as follows: a) for a building, premises, premises architecture – the reconstruction cost on the same site or the renovation cost, including comparable technology, structure and finishing standard, using existing dimensions and materials; b) for furnishing, personal belongings, luggage – the purchase or production price of a new item of the same or most comparable type, the same or most comparable brand and installation costs
Robbery	Seizure of property by use or threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured
Stay at hospital	Hospitalisation in connection with a personal accident covered by insurance in Personal Accident Insurance that commenced during the period of ERGO Hestia's liability and lasted continuously for at least 4 days. The date of admission to the hospital as well as the date of the end of stay at the hospital are calculated by ERGO Hestia as a full day regardless of the time of admission/release. The period for which a leave is granted shall not be regarded as stay at hospital, which ERGO Hestia shall suspend for that period
Subcontractor	A person to whom the Insured outsources work, services or functions other than under an employment agreement, nomination, election, appointment or co-operative employment agreement
Sudden illness	Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention
Sutured wound	Full-thickness skin wound, involving at least the dermis (including stagnant wounds) and requiring surgical management using surgical sutures, glue, steri-strips

TERM	WHAT DOES IT MEAN?
Technical devices	Devices which are a component of a building or premises and enable its use, installed or inbuilt in a permanent manner and consistent with their intended use. Technical devices include: <ul style="list-style-type: none"> <li>a) utility connections, heaters of any kind, network endpoints;</li> <li>b) devices used for treatment and collecting waste and sewage, sewage transfer equipment;</li> <li>c) air conditioning and ventilation systems;</li> <li>d) solar panels with systems, photovoltaic (solar) cells, photovoltaic systems;</li> <li>e) lightning protector system;</li> <li>f) alarm and monitoring devices and systems (including cameras), internet access systems, water supply and sewage network (including deep wells), electricity, gas or heating devices and systems (including fireplaces with systems and controls);</li> <li>g) building management systems in the form of smart house equipment and systems, gate motors;</li> <li>h) antennas, intercoms, videophones, stationary electric vehicle charging stations and their components</li> </ul>
Technical wear and tear of property	Permanent physical and chemical changes occurring in the course of use as a result of which the utility value of property gradually declines
Thawing	Loss of suitability for consumption as a result of spoiling due to elevation of storage temperature in cooling equipment as a result of: <ul style="list-style-type: none"> <li>a) failure of the cooling equipment in which household supplies or working capital assets are stored are stored; or</li> <li>b) break in electricity supply lasting continuously for at least 2 hours and confirmed by the energy supplier with the exception of scheduled outages notified at least 5 days in advance by the electricity supplier</li> </ul>
The Insured	The Customer or another natural person on whose account the Customer has concluded the insurance contract
Theft	The act of illegally seizing someone else's property, not being a burglary or robbery
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia
Third-party property	Property deposited with the Insured for the purposes of a service or sale; not applicable to Third-Party Liability Insurance in Private and Professional Life and Tenant Third-Party Liability Insurance
Travel	Stay of the Insured away from the Republic of Poland and the country of residence
Trekking	A form of hiking practised in difficult terrain and climate conditions, lasting several days (more than one day), which requires equipment and physical preparation
Vandalism	Any situation where a third party has deliberately destroyed or damaged insured property, except for damage done during burglary or attempted burglary which is covered under Property Insurance against Theft
Water equipment	Rowing boats, racing rowing boats, canoes, water bicycles, surfing boards, SUP boards with equipment, jet skis, rubber dinghies, sailing yachts with sail area of 10 sq.m., motor yachts with engines up to 5 kW of power
Working capital assets	Materials, manufactured or processed finished products, work in progress, semi-finished products, commodities, goods purchased for resale, as sale support or related to the on-going activity of the enterprise, other than fixtures, fittings and furnishing, which are the property of the Insured
Works of art	Objects with an artistic value: <ul style="list-style-type: none"> <li>a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided they have been made in their entirety by an artist;</li> <li>b) casts of original sculptures and statues, if there are no more than 8 copies of them, and the artist or his/her heirs supervised their creation;</li> <li>c) tapestries and wall textiles made by hand based on original designs provided by the artist, if there are no more than 8 copies of them;</li> <li>d) photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts</li> </ul>

## I. Scope of liability of ERGO Hestia

This chapter describes the scope of coverage and lists the situations in which ERGO Hestia is not liable for occurring events or accidents.

### § 3

1. Liability of ERGO Hestia shall start at the date and time specified in the insurance contract as the commencement of insurance period but not earlier than the day after the premium or its first instalment is paid.

2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of premium for the period in which the coverage was provided. In the absence of termination, the insurance contract shall expire at the end of the period for which the premium was outstanding.
3. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability of ERGO Hestia.

## Property

### § 4

1. Property Insurance shall cover loss, destruction or damage which has occurred as a direct consequence of an event that took place suddenly, unexpectedly and beyond the control of the Insured, of a precarious and uncertain nature. The Customer shall choose the object of insurance and the scope of coverage from among the options described in the table below:

#### OBJECT OF INSURANCE

- building
- premises
- premises architecture
- furnishing
- personal belongings
- working capital assets
- third-party property
- monetary values
- cash
- antiques, works of art, collections

#### OPTIONS

#### I

#### II

#### III

#### Scope of insurance

Property Insurance against Fire and Other	fortuitous events	a) fortuitous events; b) overvoltage; c) thawing	All events which have not been excluded from the scope of liability
Property Insurance against Theft – events	a) burglary; b) robbery	a) burglary; b) robbery; c) vandalism	a) burglary; b) robbery; c) vandalism; d) theft (concerns premises architecture and furnishing: lawnmower and any garden tools used for cutting grass located in the garden and external components of the building and premises, and technical devices: stationary electric vehicle charging stations and their components)
Flood	+	+	+

#### Additional services whose cost is covered by ERGO Hestia

Loss investigation – in Property Insurance against Fire and Fortuitous Events	NO	YES	YES
Replacement of security devices – in Property Insurance against Theft	YES	YES	YES

Removing the loss remainder	YES	YES	YES
Appointment of appraisers for the assessment of consequences of loss	YES	YES	YES

YES – in the scope of insurance  
 NO – not in the scope of insurance  
 + coverage for payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 25.
3. Property insurance shall cover personal belongings, furnishing, monetary values and cash only if they are located in the building or premises at the insured location, subject to sections 4 – 6 and 18 below and § 5 and § 6.
4. Section 3 above shall not apply to lawnmowers and other lawn cutting equipment located in the garden at the insured location which, in addition to coverage under Property Insurance in accordance with the option selected by the Customer, are also covered for theft under Option III of Property Insurance against Theft.
5. Orthopaedic and assistive devices to support or enable persons with disabilities to function (which are personal belongings) shall be covered also when they are situated outside the insured location, under § 5.
6. Furnishing and personal belongings shall also be covered when moving from the insured location to a new location, during all stages of transport, including loading and unloading, and 48 hours after moving, if moved by a hired specialist company. In Property Insurance against Theft, coverage in the situation described in the first sentence shall be provided subject to compliance with the requirements set out in § 32–§ 34 and § 36 concerning the protection of property.
7. Property Insurance shall cover personal belongings situated at the insured location, belonging to third parties who are temporarily present at the insured location at the invitation of the Insured. If the Customer selects Option III of Property Insurance, personal belongings of third parties shall be covered for the causes specified for Option II.
8. In Property Insurance against Fire and Fortuitous Events, in any option of the insurance, the demolition of the building in which the insured premises are situated or of the insured building on the basis of a valid administrative decision on demolition issued by a competent administrative authority in connection with the occurrence of a covered fortuitous event shall be deemed to be an event covered by insurance regardless of where the fortuitous event occurred.
9. ERGO Hestia may cover antiques, works of art, collections only if they are located in the insured building or premises in which the furnishing and personal belongings are insured. In this case, before the conclusion of the insurance contract, an appraiser has to catalogue and value antiques, works of art and collections at the Customer's expense.
10. ERGO Hestia shall cover solar collectors with systems, photovoltaic (solar) cells and photovoltaic systems situated and mounted on the building or premises which are the insured location. The value of solar collectors with systems, photovoltaic (solar) cells and photovoltaic systems which meet this condition shall be included in the sum insured of the building.
11. In the case of insurance of premises, ERGO Hestia shall provide insurance cover for solar collectors with systems, photovoltaic (solar) cells and photovoltaic systems situated and mounted on:
  - a) the roof of a multi-apartment building, the installation of which has been authorised by the housing association or cooperative and which are the sole property of the Insured or his/her relatives living in the same household;
  - b) on the plot next to the insured premises for the exclusive use of the Insured.

The value of solar collectors and systems, photovoltaic (solar) cells and photovoltaic systems meeting the above condition shall be included in the sum insured for the premises.



12. ERGO Hestia shall reimburse documented costs of:
  - 1) loss investigation, if according to the insurance contract ERGO Hestia is liable for the loss or a water or sewage system failure. Such costs shall include the costs of manpower and materials necessary to identify and reach the damaged component, and to remove the effects of these actions (to restore the state from before undertaking the investigation);
  - 2) repair of the element whose damage was the cause of the loss, if according to the insurance contract ERGO Hestia is liable for loss investigation.
13. In Replacement of security devices in Property Insurance against Theft, ERGO Hestia shall reimburse the documented costs of replacing door locks if the Insured, his/her relative or another person authorised by the Insured loses the keys used for opening the lock.
14. If the Customer selects Option III, antiques, works of art, collections, monetary values and cash shall be covered by insurance to the extent of the causes determined for Option II.
15. If the Customer selects Option III of Property Insurance against Fire and Fortuitous Events, garden plants, irrigation and drainage systems, stationary electric vehicle charging stations and their components shall be covered by insurance to the extent of the causes determined for Option II of Property Insurance against Fire and Fortuitous Events.
16. In Property Insurance, loss caused by leaving:
  - a) heating appliances, irons, hair care and styling appliances, food or liquid warmers, Christmas tree lighting, chargers for mobile phones, smartwatches, tablets, laptops, printers, e-book readers plugged in;
  - b) utensils used to heat food and liquids on a running hob, slow fire or burner;
  - c) a fire in the hearth of a fireplace or a freestanding stove;
  - d) opened windows (not applicable to Property Insurance against Theft).
17. ERGO Hestia shall reimburse, against an additional premium, the additional costs of purchasing electricity resulting from a photovoltaic system interruption in the event of its damage, destruction or loss due to an event covered by the insurance. The maximum period for which ERGO Hestia shall reimburse the costs referred to in the preceding sentence shall be 90 days.
18. ERGO Hestia shall be liable for loss, destruction or damage of tyres or wheels (tyres with rims) insured within the scope of personal belongings, situated outside the insured location in a professional tyre storage facility or in a garage providing tyre storage services. A maximum of 4 tyres/wheels shall be covered by insurance against the following events:
  - 1) in Property Insurance against Fire and Fortuitous Events:
    - a) fire, explosion and sudden action of other natural forces;
    - b) being bitten by an animal;
  - 2) in Property Insurance against Theft:
    - a) action of a third party causing damage or destruction;
    - b) burglary.

ERGO Hestia shall provide cover where tyres or wheels are stored in locked premises; in the case of the events listed in section 2 a) to b), the room, premises or building where the tyres or wheels are stored must be secured with at least one multi-tumbler lock.

## § 5

1. Insurance of personal belongings which support or enable persons with disabilities to function shall cover loss, destruction or damage in the circumstances and scope of events described in the table below. Such insurance protection shall be provided all over the world, other than the insured location,

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured or his/her relatives	a) robbery; b) fortuitous events
Entrusting to a professional carrier on the basis of appropriate freight documents	a) theft; b) losing
Handing over against receipt to the left luggage office	
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of stay of the Insured (excluding tents); b) in a locked boot of a vehicle or locked camper, caravan or cabin on a vessel, provided that the insured object was not visible from the outside; c) in a locked glove compartment	a) burglary; b) sudden influence of thermal or chemical agent outside the vehicle; c) fire, explosion, sinking, or sudden action of forces of nature; d) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; e) vandalism; f) fortuitous events; g) collision of vehicles
a) carriage in a vehicle; b) carriage on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss	a) sudden influence of thermal or chemical agent outside the vehicle; b) fire, explosion, sinking, or sudden action of forces of nature; c) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; d) vandalism; e) fortuitous events; f) collision of vehicles

2. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 25.

## § 6

1. ERGO Hestia shall, against payment of an additional premium, cover dogs or cats belonging to the Insured to the extent indicated below:

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
1) accident caused by the movement of a vehicle; 2) fall from a height; 3) being bitten by another animal not belonging to the Insured; 4) poisoning by a third party; 5) fortuitous events in accordance with the General Terms and Conditions of Insurance	1) costs of veterinary treatment; 2) costs of emergency killing; 3) costs of cremation and burial; 4) one-time benefit for the death of a dog or cat
Disappearance of an animal	Documented costs of conducting a search – paid advertisements, printing of flyers

2. The insurance cover shall extend to events occurring in Poland.

3. The coverage indicated in section 1 shall be the same regardless of the option of Property Insurance against Fire and Fortuitous Events chosen by the Customer.

4. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 25.

## § 7

1. Property Insurance shall not cover loss:

- 1) if it was a result of construction works;
- 2) to furnishing, personal belongings or antiques, works of art and collections, left in loggias, on balconies and terraces;



- 3) to buildings, premises and premises architecture subject to demolition, and any property situated therein;
- 4) to buildings and premises used for business activities which are out of use for more than 60 days, and any property situated therein;
- 5) to buildings registered as historical monuments, and any property situated therein;
- 6) to glasshouses, permanent frames, tents, and any property situated therein;
- 7) to plantations and animals, subject to § 6 section 1 – 3;
- 8) to working capital assets and third-party property:
  - a) stored outside the building or premises, if the loss is caused by flooding, hurricane, hail, snow pressure, vehicle collision or flood;
  - b) during processing, manufacturing, testing, repair, cleaning, restoring of the original condition or renovation of property, if the loss is caused directly by such activity;
  - c) which the Insured, his/her relatives, employees or animals contributed to or caused;
- 9) to property stored contrary to the requirements of the manufacturer or vendor, unless the method of storage did not influence the occurrence or value of the loss;
- 10) in means of transportation which are subject to registration;
- 11) to antiques, works of art, collections, which are working capital assets or third-party property, if deposited for services or sale;
- 12) to antiques, works of art, collections and computer, audio-visual, radio and TV, photo and electronic equipment located in appurtenant premises;
- 13) to documents, manuscripts, plans, archive collections, stamp collections, coin collections;
- 14) to data on any carrier;
- 15) occurring as a result of using the object of insurance contrary to its intended purpose, subject to § 4 section 16;
- 16) in the form of lost profit and incurred loss due to the inability to perform commitments or contracts;
- 17) involving losing or disappearance of property, except for the keys used for opening safety devices or theft;
- 18) occurring due to wall cracking as a result of natural and intrinsic subsiding or movement of a building premises garden architecture;
- 19) which consist only of scratching, scraping or chipping on the surface of the object of insurance of an aesthetic nature, unless scratching, scraping or chipping of the surface prevents use of the object of insurance;
- 20) occurring during installation or dismantling of the object of insurance, conducting maintenance or repairs of the object of insurance, as well as resulting from improper installation or manufacturing defect;
- 21) due to dry/wet rot or property freezing unless as a result of a sudden and unforeseeable event covered by insurance;
- 22) due to freezing; this exclusion shall not apply to frost damage in Property Insurance in Option III;
- 23) occurring as a result of a liquid freezing in devices and systems, as well as loss occurring as a result of flooding which is a consequence of such freezing in an unheated building or premises;
- 24) occurring in the object of insurance as a result of software errors or the impact of computer viruses, computer attacks, hacking, malware;
- 25) occurring as a result of an interruption of the supply of utilities caused by lack of payment or termination of agreement with the utility supplier;
- 26) occurring as a result of improper workmanship or design, latent defects or other material defects, unless another event covered by insurance occurred as a consequence thereof, and in that case the liability concerns only the effects of such event;

- 27) occurring as a result of genetic modification, the impact of viruses and bacteria or parasites;
  - 28) to narcotics and psychotropic substances (unless they are working capital assets of pharmacies, pharmaceutical wholesalers or medical service providers) and legal highs;
  - 29) to property past expiry date or recalled from the market before the loss occurs;
  - 30) occurring as a result of an explosion caused by the Insured for production or operational purposes;
  - 31) consisting in shrinking, expansion, evaporation, reduction or loss of weight, effects of light, changes of moisture, odour, colour, texture or finishing;
  - 32) in personal belongings and furnishing, if located at a parking place;
  - 33) resulting from breakage or cracking of personal belongings and furnishing during moving from the insured location to another location and 48 hours after moving;
  - 34) caused by a tenant, his/her relatives or his/her domestic animals to the landlord or the lender in a house, premises, furnishing and personal belongings which are the object of the tenancy or lending, unless they result from the occurrence of a fortuitous event or from vandalism and the insurance cover is extended to include vandalism.
2. The insurance shall not cover loss occurring as a result of:
    - 1) influence of underground waters, unless they are the result of precipitation or flood while the scope of insurance is extended to cover floods;
    - 2) land subsidence, unless it is the result of flood while the scope of insurance is extended to cover floods;
    - 3) dampness or flooding caused by leaks from a water and sewage system, windows, roof, walls or devices discharging water from the roof, walls, terraces and balconies, if their maintenance was an obligation of the Insured, who with ordinary care should have known about leaks resulting from it or if, knowing about them, did not refer in writing to the owner, manager or administrator of the building to request their removal.
  3. ERGO Hestia shall not cover any loss occurring as a result of delay, market loss, indirect loss, loss of profit, additional cost of business.
  4. ERGO Hestia shall not be liable for any loss and its consequences occurring as a result of flood, unless the liability of ERGO Hestia in this respect was extended by the Insured in the insurance contract.
  5. In Option III of Property Insurance:
    - 1) ERGO Hestia shall not be liable for any loss due to an lack of maintenance, wear and tear, error in installation or self-inflicted failure unless another event covered by insurance occurred as a consequence thereof; in such a case ERGO Hestia shall be liable only for the effects of such an event;
    - 2) compensation for damage to personal belongings or furnishing, not resulting from fortuitous events, caused by the Insured, his/her relatives, domestic animals or employees shall be reduced by a deductible of PLN 500. The deductible referred to in the previous sentence shall not apply in the case of damage to:
      - a) glass, ceramic or stone parts of: furniture (including worktops), oven, microwave, refrigerator, extractor hood;
      - b) ceramic or glass hobs;
      - c) aquaria or terraria;
      - d) glass lighting components, excluding light bulbs and fluorescent tubes;
      - e) mirrors that are not permanently fixed.
  6. In Property Insurance against Fire and Fortuitous Events (including Option III), ERGO Hestia shall not be liable for any loss occurring as a result of burglary, robbery, vandalism or theft. In order to extend the scope of insurance so that it includes loss occurring as a result of burglary, robbery, vandalism or theft, the Customer shall define separate sums insured for each insured item within the scope of Property Insurance against Theft.

## § 8

### 1. Limits of liability of ERGO Hestia:

- 1) for all garden plants insured within the framework of premises architecture – PLN 10,000 in aggregate;
- 2) for costs of loss investigation – 10% of the sum insured of the building or premises, respectively, but no more than PLN 50,000;
- 3) for costs of replacing safety devices in the event of loss of the keys used to open them – PLN 1,000;
- 4) for property stored in the appurtenant premises – 30% of the sum insured for individual objects of insurance in the Property Insurance against Fire and Fortuitous Events;
- 5) for loss due to frost damage – 10% of the sum insured of the building or premises, as appropriate;
- 6) for hunting trophies – PLN 500;
- 7) for stationary electric vehicle charging stations and their components – PLN 4,000;
- 8) for death of dogs and cats without a pedigree – PLN 500, and for other costs of dogs and cats without a pedigree – PLN 5,000;
- 9) for death of dogs and cats with a pedigree – PLN 5,000;
- 10) for a photovoltaic system interruption – PLN 2,500; if it is not possible to document the amount of the costs referred to in § 4 section 17, ERGO Hestia shall apply a lump sum of PLN 150/month, proportionally to the period of system interruption;
- 11) for property stored in appurtenant premises – 100% of the sum insured for individual items of insurance in Property Insurance against Theft;
- 12) for loss caused by animals other than domestic animals – 10% of the sum insured but no more than PLN 30,000;
- 13) 100% of the sum insured of the building/premises and up to 100% of the sum insured of the furnishing, personal belongings, working capital assets and third-party property in the event of loss of the property as a result of an administrative decision to demolish, when access to the insured location after the loss was not possible, or up to 50% of the sum insured of the furnishing and personal belongings when access to the insured location after the loss was possible.

### 2. If, according to the insurance contract, ERGO Hestia is also liable for the loss that occurred up to the sums insured for individual objects of insurance, the compensation shall also cover:

- 1) the costs of appointing appraisers in order to determine the extent or circumstances of the loss – if ERGO Hestia agreed to such appointment in writing;
- 2) the costs of removing the loss remainder – up to 5% of the extent of loss.

### 3. ERGO Hestia shall reduce the compensation by a deductible of 10% if the Customer makes use of a premium discount for anti-theft safety devices and such safety devices were not installed when the loss occurred, were malfunctioning, had been removed earlier or were not turned on due to wilful misconduct or gross negligence of the Insured. However, the compensation shall be paid in full if the above-mentioned circumstances had no influence on the occurrence or extent of loss.

## Third-Party Liability Insurance in Private and Professional Life

## § 9

### 1. Third-Party Liability Insurance in Private and Professional Life shall cover liability for loss caused to third parties by persons covered by insurance, resulting from accidents that took place in the insurance period. The Customer shall select the insurance option from among the options available in accordance with the following table:

2. The Customer buys Option I insurance on the terms and conditions laid down in the regulation of the Minister of Finance which governs the compulsory insurance for the Insured's professional category, named by the Insured when entering into the insurance contract, for the minimum policy limit set therein.
3. The Customer shall select the insurance option from among the options available in accordance with the following table:

OPTIONS	I	II	III
	Professional Third-Party Liability Insurance	Property Owner Third-Party Liability Insurance	Third-Party Liability Insurance in Business Activity and Private Life
<b>Persons covered by insurance – private life:</b>			
The Insured	NO	YES	YES
Minor children of the Insured	NO	YES	YES
Relatives of the Insured, including adult children who live in the same household with the Insured	NO	YES	+
Domestic staff and other persons carrying out work in the household, employed by the Insured in connection with the performance of work for people covered by insurance	NO	YES	YES
<b>Persons covered by insurance – business or professional activity:</b>			
The Insured	YES	YES	YES
Employee of the Insured	NO	NO	YES
Subcontractor of the Insured	NO	NO	YES
<b>Scope of insurance – private life:</b>			
Damage to property or personal injury caused in connection with the use or possession of a building, premises or premises architecture (including where rented)	NO	YES	YES
Damage to property or personal injury resulting from flooding, whether or not attributable to the Insured	NO	YES	YES
Damage to property or personal injury caused in connection with the possession and use of property, including property used by persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	NO	YES	YES
Damage to property or personal injury caused in connection with care of minor children	NO	YES	YES
Damage to property or personal injury resulting from practising recreational sports and high-risk sports, or using water equipment	NO	NO	YES
Damage to property or personal injury occurring in connection with the possession of domestic animals (including domestic animals under the care of the Insured)	NO	YES	YES
Other damage to property or personal injury caused to third parties in connection with private life activities	NO	NO	YES

OPTIONS	I	II	III
	Professional Third-Party Liability Insurance	Property Owner Third-Party Liability Insurance	Third-Party Liability Insurance in Business Activity and Private Life
<b>Scope of insurance – business or professional activity:</b>			
Damage to property or personal injury caused in connection with the use or possession of a building, premises or premises architecture (including where rented)	NO	YES	YES
Damage to property or personal injury resulting from flooding, whether or not attributable to the Insured	NO	YES	YES
Damage to property or personal injury caused in connection with the possession and use of property, including the property used by persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	NO	YES	YES
Damage to property or personal injury caused in connection with care of minor children	NO	YES	YES
Damage to property or personal injury caused as a result of practising recreational sports or high-risk sports, or using water equipment	NO	NO	YES
Damage to property or personal injury caused in connection with possession of domestic animals (including domestic animals under the care of the Insured)	NO	YES	YES
Damage to property or personal injury caused by marketing of products	NO	NO	YES
Damage to property under the care, supervision or control of persons covered by insurance	YES As per the regulation	NO	YES
Damage to property during processing, repair or other activities undertaken as a part of services provided by persons covered by insurance	YES As per the regulation	NO	YES
Damage to mechanical vehicles and their furnishing under the care, supervision or control of persons covered by insurance or during processing, repair or other activities undertaken by persons covered by insurance, occurring during such activities	NO	NO	YES subject to a deductible of PLN 500 per loss event
Personal injury of employees of the Insured occurring as a result of accidents at work	YES As per the regulation	NO	YES
Personal injury caused by transmission of infectious diseases, infections, and caused by HIV	YES As per the regulation	NO	YES
Damage to property or personal injury incurred by the manufacturer of the end product as a result of defective products delivered by persons covered by insurance	NO	NO	YES

OPTIONS	I	II	III
	Professional Third-Party Liability Insurance	Property Owner Third-Party Liability Insurance	Third-Party Liability Insurance in Business Activity and Private Life
Damage to property or personal injury incurred by the user of machines or equipment produced, repaired, delivered or maintained by persons covered by insurance as a result of defective objects produced or processed with such machines or equipment	NO	NO	YES
Pure economic loss caused in connection with business or professional activities	YES As per the regulation	NO	YES
Other damage to property or personal injury caused in connection with business or professional activities	YES As per the regulation	NO	YES
Compulsory professional third-party liability insurance	YES As per the regulation	NO	NO
Additional policy limit of compulsory professional third-party liability insurance	NO	NO	YES subject to section 8
<b>Policy limit</b>	As per the regulation	PLN 200,000, PLN 500,000 or PLN 1,000,000	PLN 200,000, PLN 500,000, PLN 1,000,000 or PLN 2,000,000
<b>Territorial scope</b>	As per the regulation	Poland	Worldwide

YES – in the scope of insurance  
 NO – not in the scope of insurance  
 + coverage for payment of additional premium

4. In Property Owner Third-Party Liability Insurance Option II, liability shall be limited to loss in connection with the possession or use of the building or premises irrespective of the location specified in the insurance contract.
5. ERGO Hestia shall not be liable within the scope indicated in § 10, § 25 point 1) and § 25 point 5)–8).
6. The insurance contract shall cover loss occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties. All loss resulting from the same accident or resulting from the same cause shall be deemed by ERGO Hestia to be one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
7. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
  - 1) the fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, the causes and extent of loss. In this case, ERGO Hestia shall cover the fee up to 20% of the policy limit;
  - 2) actions taken by the Insured after an accident in order to reduce the extent of loss.
8. Option III insurance to the extent of loss caused in connection with a profession for persons subject to compulsory professional third-party liability insurance subject to all of the following conditions shall be concluded:
  - 1) to the extent and on the terms and conditions of the regulation of the Minister of Finance which governs the compulsory insurance for the Insured's professional category;
  - 2) with a policy limit equal to 30% of the policy limit set in the Option III insurance contract;
  - 3) to the extent of accidents, in part exceeding the minimum policy limit under the regulation of the Minister of Finance.
9. At the request of the Insured, in Option II and III, ERGO Hestia shall arrange and cover the costs of cleaning after renovation at the aggrieved party's premises, in the case of loss caused by flooding for

which ERGO Hestia is liable under Third-Party Liability Insurance in Private and Professional Life. The service may be used no more than once in the insurance period.

10. In Option III, to the extent of third-party liability in private life, ERGO Hestia shall also be liable for damage to property or personal injury caused by the Insured's children who were under 13 years of age at the time of the loss, including if the Insured fulfilled his/her duty of supervision or if the loss would have occurred if the duty of supervision had been fulfilled (no fault in supervision), up to PLN 20,000.

## § 10

1. Option II and III of Third-Party Liability Insurance in Private and Professional Life shall not cover loss:
  - 1) for which the Insured or other persons covered by insurance in private life are responsible as they have contractually assumed liability of a third party or expanded the scope of their liability under generally applicable provisions of law;
  - 2) caused by the Insured or other persons covered by insurance to their relatives;
  - 3) caused by the Insured or other persons covered by insurance to one another in private life;
  - 4) caused by the Insured and subcontractors to one another;
  - 5) resulting from issued guarantees or warranties;
  - 6) resulting from manifest defects of things or work or services, if the price is reduced in such connection;
  - 7) caused by genetically modified products;
  - 8) caused by things designed to be used in aviation or in aircraft, in connection with such use;
  - 9) in the form of the cost of removal and replacement of a defective thing with a thing free of defects or recall of a product from the market;
  - 10) in the form of pure economic loss; ERGO Hestia shall not apply this exclusion to pure economic loss caused in connection with professional or business activity;
  - 11) in the form of pure economic loss resulting from activities involving cash operations, lending, processing of payments, operation of cash registers, banking operations, insurance operations;
  - 12) in the form of pure economic loss resulting from exceeded costs or deadlines;
  - 13) in the form of pure economic loss resulting from failure to supply power;
  - 14) covered by compulsory third-party liability insurance; ERGO Hestia shall not apply this exclusion to accidents covered by the Third-Party Liability Insurance in Private and Professional Life in connection with professional activity in Options I and III;
  - 15) covered by the scope of Tenant Third-Party Liability Insurance referred to in § 11;
  - 16) involving loss of property as a result of theft by third parties;
  - 17) to property owned by employees of the Insured;
  - 18) to marketed products;
  - 19) in connection with advisory, including financial and technical advisory;
  - 20) resulting from wear and tear of property during its use;
  - 21) caused by plastic surgery unless aiming to eliminate a topical ailment or the results of injury suffered in an accident.
2. Option II and III of Third-Party Liability Insurance in Private and Professional Life shall not cover loss occurring:
  - 1) as a result of persons covered by insurance practising disciplines other than those defined as recreation and high-risk sports;
  - 2) in connection with the possession or use of any motor vehicles, aircraft or flying equipment by persons covered by insurance; ERGO Hestia shall not apply this exclusion to loss to mechanical vehicles occurring in connection with business activities, according to the table in § 9 section 3;



- 3) to any vessels or water equipment; ERGO Hestia shall not apply this exclusion to boards for all varieties of surfing, canoes, water bicycles, and rowing boats;
  - 4) in connection with the infringement of copyrights and related rights, patents, trademarks and trade names by persons covered by insurance;
  - 5) in monetary values, cash, documents, manuscripts, plans, archive collections, stamp collections, coin collections, antiques, works of art and collections;
  - 6) directly or indirectly in connection with the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
  - 7) as a result of direct or indirect effects of tobacco products;
  - 8) as a result of failure to perform or undue performance of a transport or forwarding contract;
  - 9) in loading work;
  - 10) as a result of failure to achieve the expected results of medical procedures or treatment;
  - 11) during professional work performed by persons who do not hold the compulsory permit;
  - 12) as a result of defective software;
  - 13) as a result of slow impact of pollutants;
  - 14) in connection with environmental liability as regards prevention and remediation of environmental damage under the Environmental Damage Prevention and Remedial Act of 13 April 2007;
  - 15) in connection with the construction of buildings, premises and buildings forming premises architecture, if a construction permit was required to carry out these works in private life;
  - 16) as the consequence of a systematic (i.e., regular and repetitive) influence of noise, vibrations or water;
  - 17) in vehicles subject to a lease agreement concluded by persons covered by insurance.
3. The insurance shall not cover fines, contractual, administrative or legal penalties and other financial penalties.
  4. The exclusions listed in sections 1 – 3 shall not apply to professional activities covered by an additional policy limit of compulsory professional third-party liability insurance in Option III of the Third-Party Liability Insurance in Private and Professional Life, which are only subject to exclusions set out in the regulation of the Minister of Finance.

## Tenant Third-Party Liability

### § 11

1. Tenant Third-Party Liability Insurance shall cover liability for loss caused to third parties or the lessor by the tenant or user or his/her relatives living in the same household with him/her, resulting from accidents that took place in the insurance period.
2. Tenant Third-Party Liability Insurance shall cover events occurring as a result of possession or use of the building, premises or premises architecture under the rental or lending for use agreement.
3. ERGO Hestia shall not be liable within the scope indicated in § 12, § 25 point 1) and § 25 point 5)-8).
4. The insurance contract shall cover loss occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties. All loss resulting from the same accident or resulting from the same cause shall be deemed by ERGO Hestia to be one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.



5. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
  - 1) the fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, the causes and extent of loss. In this case, ERGO Hestia shall cover the fee up to 20% of the policy limit;
  - 2) actions taken by the Insured after an accident in order to reduce the extent of loss.

## § 12

1. Tenant Third-Party Liability Insurance shall not cover liability for loss:
  - 1) for which the tenant or user or his/her relatives are responsible as they have contractually assumed liability of a third party or expanded the scope of their liability under generally applicable provisions of law;
  - 2) caused by the tenant or user or his/her relatives to the owner or lessor in the building or premises subject to tenancy or lease as a result of vandalism as well as loss caused by wear and tear;
  - 3) caused by the tenant or user or his/her relatives to one another;
  - 4) caused by the tenant or user or his/her relatives to persons employed by the tenant or user or his/her relatives;
  - 5) in the form of pure economic loss;
  - 6) in monetary values, documents, manuscripts, plans, archive collections, stamp collections, coin collections, antiques, works of art and collections;
  - 7) caused by animals;
  - 8) covered by compulsory third-party liability insurance;
  - 9) resulting from claims for performance by the tenant or user or his/her relatives of an obligation, claims against the tenant or user or his/her relatives for reimbursement of costs incurred for performance of an obligation, claims and costs against the tenant or user or his/her relatives attributable to substitute performance of an obligation;
  - 10) directly or indirectly in connection with the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
  - 11) as a result of slow impact of pollutants;
  - 12) arising in connection with the construction in buildings, premises or buildings forming premises architecture, if a construction permit was required to carry out these works;
  - 13) as the consequence of a systematic (i.e., regular and repetitive) influence of noise, vibrations or water;
  - 14) in connection with the use of any property other than the building, premises or premises architecture subject to rental or lending.
2. The insurance shall not cover fines, contractual, administrative or legal penalties and other financial penalties.

## Personal Accident Insurance

## § 13

1. Personal Accident Insurance shall cover the consequences of personal accidents suffered by the Insured.
2. Injuries resulting from fainting caused by an external cause shall also be covered by Personal Accident Insurance. This shall not apply to the consequences of fainting due to illness or other internal cause.
3. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
<b>Personal accident benefits</b>			
Death	YES 100% of the sum insured	YES 100% of the sum insured	NO
Permanent disablement – basic scope	YES One-time payment of the benefit in accordance with table 1 in the appendix to the General Terms and Conditions of Insurance	NO	NO
Permanent disablement – full scope	NO	YES One-time payment of the benefit in accordance with table 2 in the appendix to the General Terms and Conditions of Insurance	NO
Treatment and medical costs	NO	YES	NO
Daily hospital allowance	NO	YES Payment of PLN 100 for one day of stay at hospital (as a maximum 90 days per each stay at hospital)	NO
Permanent incapacity to work in the profession	NO	NO	YES
<b>Insurance extensions</b>			
Practising high-risk sports	NO	+	NO
Working in high-risk profession	+	+	YES
Myocardial infarction or cerebral stroke	NO	+ One-off payment of 30% of the sum insured, no more than PLN 30,000	NO

YES – within the scope of insurance  
 NO – not in the scope of insurance  
 + coverage for payment of additional premium

4. ERGO Hestia shall not be liable within the scope indicated in § 14 and § 25 point 4)-7).
5. The Customer may select Option III together with Option I or with Option II.
6. Treatment and medical costs shall include:
  - 1) refund of documented costs or the arrangement and coverage of costs of services performed within the territory of Poland. ERGO Hestia shall cover only those costs which are necessary from the medical point of view and are related to the injury for which compensation for permanent disablement was also due to the Insured and the injury is listed in the table of benefits attached to the General Terms and Conditions of Insurance, up to 20% of the sum insured, as a maximum up to PLN 10,000;
  - 2) the table below presents services and benefits, as well as limits for services in the period of insurance:

SERVICES AND BENEFITS	SERVICE LIMIT
Consultations and visits: a) physician; b) nurse; c) physiotherapist	
Treatment: a) hospital treatment and hospitalisation; b) outpatient treatment	
Examinations	20% of the sum insured, no more than PLN 10,000
Medical transport – in a vehicle selected depending on the Insured's health status	
Medicines, dressings, orthopaedic devices	
Vocational training of the disabled	
Rehabilitation equipment and small medical equipment	
Delivery of staple food and personal care products	2 times
Care of children, seniors and dependents	2 times
Care of domestic animals	2 times
Household help	2 times
Phone Medical Assistance – information on health care institutions and services, arranging medical services	no limit

#### 7. In Option III of Personal Accident Insurance:

- 1) the allowance shall be due to the Insured for the period of permanent inability to work in the profession but no more than 10 years;
- 2) the allowance shall be due to the Insured starting with the seventh month after the date of permanent inability to work in the profession;
- 3) ERGO Hestia shall pay the allowance to the Insured on a monthly basis in a fixed amount equal to the average income from the profession in which the Insured is unable to work in the last year (12 subsequent months directly before the date of conclusion of the insurance contract). The Insured shall document income from the profession named when concluding the insurance contract;
- 4) the monthly allowance shall not be greater than the sum insured divided by 120;
- 5) if the monthly allowance is less than PLN 300, it shall be paid as frequently as necessary to pay at least PLN 300 (in periods equal to a multiple of a month);
- 6) ERGO Hestia shall estimate the inability to work in a profession after asking the opinion of medical consultants, on the basis of compiled evidence and medical documentation;
- 7) if the Insured recovers the ability to work in the profession, the Insured shall immediately notify ERGO Hestia thereof;
- 8) ERGO Hestia may review the Insured's health condition in order to confirm his/her inability to work in the profession;
- 9) ERGO Hestia shall not include any income:
  - a) from lease, rent or other legal relationship concerning the Insured's real estate or movable goods;
  - b) from an enterprise owned or controlled by the Insured if the income is earned without the Insured's having to be directly engaged in work;
  - c) from interest in companies, ventures and investments if the income is earned without the Insured's having to be directly engaged in work.

## § 14

1. Personal Accident Insurance shall not cover the consequences of personal accidents if the Insured suffered them:
  - 1) during committing or attempting to commit a criminal offence, stated by a legally binding court decision, unless it had no influence on the occurrence of loss;
  - 2) as a result of self-inflicted injury or suicide;
  - 3) as a result of alcoholic disease or mental disorders and behavioural disorders resulting from the use of psychoactive agents;
  - 4) as a result of driving without a license required by Polish law, if it influenced the occurrence of loss;
  - 5) as a result of practising disciplines other than those defined as recreation and high-risk sports;
  - 6) as a result of practising sports as a gainful occupation or in connection with working in dangerous professions;
  - 7) as a result of practising high-risk sports or competitive sports, unless the insurance coverage has been extended to include such sports;
  - 8) as a result of working in high-risk professions, unless the scope of insurance has been extended to include such professions;
  - 9) as a result of bodily injury or loss of bodily function of the Insured due to treatment or examinations, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident;
  - 10) during the Insured's participation in competitions of any motor vehicles, including any type of test drives.
2. In addition, Personal Accident Insurance shall not cover:
  - 1) infections, unless the Insured was infected with a micro-organism as a result of injuries suffered in a personal accident;
  - 2) damage and consequences of damage to intervertebral discs;
  - 3) poisoning of the gastrointestinal tract;
  - 4) consequences of personal accidents resulting from or in connection with any disease. ERGO Hestia shall not apply this exclusion to any benefit paid as a result of myocardial infarction or cerebral stroke, provided that the Insured has extended the insurance cover to include such illnesses;
  - 5) myocardial infarction and cerebral stroke resulting from illnesses diagnosed or treated in the last 3 years before the commencement date: myocardial infarction, coronary artery disease, heart defect, cardiomyopathy, aneurysm, cerebral stroke, arteriovenous malformation, transient ischaemic attack (TIA), diabetes.
3. ERGO Hestia shall not be liable for any cerebral symptoms caused by traumatic factors or resulting from vascular reasons associated with a brain disease within the scope of insurance coverage related to cerebral stroke.
4. In the case of daily hospital allowance, the stay of the Insured in rehabilitation facilities, rehabilitation wards and health care establishments, the primary purpose of which is care or health resort or rehabilitation treatment, or in specialist mental health hospitals, shall not be regarded by ERGO Hestia as stay at a hospital.

## § 15

The Personal Accident Insurance contract is concluded for the persons named in the contract; an Option I insurance contract may be concluded as group insurance for persons not named in the contract if the insurance contract covers all employees of the Insured in the Insured's business activity.

## Moja Firma Assistance

### § 16

1. Moja Firma Assistance Insurance shall cover the arrangement and coverage of the costs of services via the Emergency Centre in Poland.
2. The Emergency Centre shall make any and all decisions regarding the grounds, date, method and possibility of arranging any service for the Insured, taking into account any and all circumstances regarding the Insured and his/her relatives.
3. Moja Firma Assistance Insurance may be concluded by the Customer in the following options: Home and Company Assistance Insurance, or SOS Assistance Insurance. The Customer may choose more than one option at the same time.

### § 17

1. Home and Company Assistance services shall include the arrangement and coverage of necessary costs of services and performance of the following activities at the insured location:

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SCOPE OF SERVICE
Assistance of a specialist	a) failure; b) overvoltage; c) fortuitous events	Assistance in order to perform a repair at the insured location by: a) heating and air-conditioning equipment technician; b) service technician for gates, alarm equipment and intercom systems, external roller shutters; c) electrician  ERGO Hestia also covers the cost of spare parts up to PLN 200
	a) failure; b) fortuitous events	Assistance in order to perform a repair at the insured location by: a) water and sewage system specialist  ERGO Hestia also covers the cost of spare parts up to PLN 200
	a) failure; b) key theft; c) failure of keys or locks; d) key clasps; e) key loss	Assistance in order to perform a repair at the insured location by: a) locksmith  ERGO Hestia also covers the cost of spare parts up to PLN 200
Repair or transport of household appliances: a) washing machine, washer-dryer; b) dryer; c) fridge, freezer; d) fridge-freezer; e) cooker; f) oven; g) kitchen hob; h) dishwasher; i) extractor hood; j) pressure coffee machine (other than capsule coffee machine)	a) failure; b) overvoltage; c) fortuitous events	Specialist's support in order to perform a repair at the insured location or transport the equipment to and from the nearest repair centre if repair at the insured location is impossible  ERGO Hestia also covers the cost of spare parts up to PLN 200  The service applies to equipment which, at the time of loss, was a maximum of 7 years old from the date of purchase as brand new

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SCOPE OF SERVICE
Repair or transport of audio-visual equipment and electronics: a) TV set; b) home cinema, projector; c) HiFi Audio; d) game consoles; e) laptop, desktop computer and monitor; f) printer, scanner	a) failure; b) overvoltage; c) fortuitous events	Specialist's support in order to perform a repair at the insured location or transport the equipment to and from the nearest repair centre if repair at the insured location is impossible  ERGO Hestia also covers the cost of spare parts up to PLN 200  The service applies to equipment which, at the time of loss, was a maximum of 7 years old from the date of purchase as brand new
Business owner hotline	The Emergency Centre provides assistance if necessary due to fortuitous events	The Emergency Centre provides information concerning: a) labour regulations under the Labour Code; b) consumer protection regulations; c) contact details of tax advisors, courts, public prosecutors, law firms, notaries public in Poland, and makes appointments with law firms at the request of the Insured; d) contact details of temporary work agencies in Poland, including agencies which offer work outside Poland, and contact details of vocational advisors; e) vocational and language training and courses; f) sickness, accident, maternity and child care allowances; g) contact details of companies which offer energy-efficient construction services and information concerning available grants for solar collectors; h) property management, including steps to be taken by the Insured to get information concerning spatial planning in the area of the property, and information concerning basic tax legal requirements
Inspection of the building or premises after a burglary	a) burglary	Inspection of the building or premises by a specialist after a burglary or attempted burglary, involving verification that cameras, wiretaps, other tracking devices have been left at the insured location, and cleaning of the insured location

2. The total limit of services listed in the table in section 1 shall be 3 services within a period of 12 months.
3. In Home and Company Assistance, if the Emergency Centre could not arrange a service covered by the insurance for the Insured, or if due to the health condition of the Insured it was not possible to notify the Emergency Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts or invoices up to the average price of the service on the local market.
4. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 25.

## § 18

1. In SOS Assistance, services shall be provided in the case of an event of damage to or destruction of the building or premises indicated as the insured location that prevent its further occupation for residential or business purposes as a result of fortuitous events or flood.
2. The table below presents the scope of insurance cover and the limits for services in the period of insurance:

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SCOPE OF SERVICE
Property safeguarding	a) burglary; b) flood; c) fortuitous events	Safeguarding and protection at the insured location belonging to the Insured or his/her relatives to prevent any further damage: a) up to 7 days in the event of loss resulting from fortuitous events or floods; b) up to 2 days in the event of loss resulting from a burglary
Property transportation	a) flood; b) fortuitous event	One-off transportation of property belonging to the Insured or his/her relatives, from the insured location to the location indicated by them, carried out in order to secure or use the property outside the insured location
Property storage	a) flood; b) fortuitous event	Storage of property belonging to the Insured or his/her relatives, up to 90 days in a place ensuring safety of such property
Accommodation	a) burglary; b) flood; c) fortuitous events	Transport and accommodation of the Insured and his/her relatives to the nearest possible medium class guesthouse or hotel (two or three stars): a) up to 1 year in the event of loss resulting from fortuitous events or floods; b) up to 2 days in the event of loss resulting from a burglary. Accommodation may be granted in the event that the Insured's building or premises were damaged and cannot be lived in any more, while staying in such house/apartment is dangerous to the Insured's (or his/her relatives') life or health
Transportation of the Insured and his/her relatives	a) burglary; b) flood; c) fortuitous events	One-off transportation of people and their luggage to the location indicated by the Insured, and return to the insured location
Transport of children to school, kindergarten, nursery school	a) burglary; b) flood; c) fortuitous events	One-off transport of minor children of the Insured, along with an adult care-giver, to and from school, kindergarten, nursery school
Care of domestic animals	a) flood; b) fortuitous events	a) care of domestic animals left at the Insured's place of stay, up to 3 days, or b) one-off transportation of domestic animals to and from the person indicated by the Insured or a pet hotel, and stay of the animal at the pet hotel for up to 3 days
Return to the house	a) burglary; b) flood; c) fortuitous events	One-off transportation of the Insured and his/her relatives from the place of stay to the insured location

3. The total limit of liability in a 12-month period is one event in which the Customer may use one time any of the services listed in the table in section 2.

4. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 25.

## § 19

1. Moja Firma Assistance Insurance shall not cover:

- 1) failure of equipment under warranty or for which the seller is liable under generally applicable law;
- 2) loss resulting from the necessity to replenish consumables, on-going and periodic maintenance, delivery and installation of accessories and lack of necessary resources to operate equipment;
- 3) costs of services incurred by the Insured or another beneficiary on their own, unless such costs have been arranged beforehand with the Emergency Centre.

2. Home and Company Assistance insurance shall not cover:

- 1) services related to the maintenance of technical equipment, personal belongings, furnishing, fixtures and fittings;
- 2) loss resulting from disconnection or interruption of the functioning of water and sewer equipment, the repair of which is the obligation of the appropriate public utilities or building administrator.

## Luggage and Cargo

### § 20

1. Luggage and Cargo Insurance shall cover loss, destruction of or damage to:

- 1) luggage;
- 2) working capital assets;
- 3) cash;

in the circumstances and scope of events described in the table below. ERGO Hestia shall provide insurance protection all over the world.

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured, his/her relatives and employees	a) robbery
Carriage: a) in a passenger car; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss;	a) collision of vehicles; b) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature;
Entrusting to a professional carrier on the basis of appropriate freight documents	e) sudden influence of thermal or chemical agent outside the vehicle; f) theft together with the vehicle; g) theft as a result of an accident affecting the vehicle; h) fortuitous events; i) theft (if entrusted to a professional carrier)
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of stay of the Insured (excluding tents); b) in a locked boot of a vehicle or locked camper, caravan or cabin on a vessel, provided that the insured object was not visible from the outside; c) in a locked glove compartment	a) collision of vehicles; b) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle; f) theft together with the vehicle; g) theft as a result of an accident affecting the vehicle; h) fortuitous events; i) burglary

2. ERGO Hestia shall not be liable within the scope indicated in § 21 and § 25.

### § 21

1. ERGO Hestia Luggage and Cargo Insurance shall not cover:

- 1) monetary values;
- 2) postal and courier mail;
- 3) expatriation property;
- 4) medications;



- 5) any property which is used by the Insured for business activity other than defined in the insurance contract. ERGO Hestia shall not apply this exclusion to any items lent to the Insured by his/her employer.
2. ERGO Hestia shall not provide insurance cover for loss caused when loading or unloading cargo or luggage.

## Travel

### § 22

1. Travel Insurance shall cover the first 40 days of any travel of the Insured commenced in the insurance period. The insurance cover shall continue no longer than the end of the insurance contract.
2. Benefits shall be paid provided that the Insured documents the date of leaving Poland or the country of residence.
3. Travel Insurance shall cover the arrangement and payment of necessary costs of immediate assistance through the Emergency Centre in the case of a sudden illness or personal accident during travel.
4. Travel Insurance shall cover services required to restore the Insured's health to the condition enabling his/her return to Poland or to the country of residence, or enabling him/her to continue the scheduled travel.
5. The table below presents the type, scope and limits of services in the insurance period:

TYPE OF SERVICE	SCOPE OF SERVICE
Treatment expenses	a) hospital and outpatient treatment; b) surgery and outpatient examinations and procedures; c) dental treatment (up to PLN 2,000); d) medical consultations and physician's visits; e) costs of medications and wound dressings prescribed by the physician; f) travel of the physician from the nearest medical facility to the place of accommodation of the Insured if the Insured's health condition so requires
Care	a) contact with a relative, employees, contractors – providing information; b) sending necessary personal effects; c) the Insured's stay in a hotel inclusive of meals, when the transport to Poland or the country of residence cannot take place immediately upon the end of treatment; d) transport and stay of one accompanying person, if the Insured's health condition confirmed by medical documentation requires his/her presence; e) care of minor children or dependants left without care of an adult during travel or at the place of residence in Poland, or during different travel; f) care of domestic animals accompanying the Insured during travel
Transport	a) medical transport (in a vehicle selected depending on the condition of the Insured); b) return transport of the Insured or of the Insured's minor children or dependants left without care of an adult to Poland or the country of residence; c) transport of the dead body of the Insured to Poland or the country of residence
Rescue in the mountains or at sea	a) search carried out by specialist rescue service; b) on-site medical assistance; c) transport, including by air or sea, from the scene of the accident to the nearest medical facility

TYPE OF SERVICE	SCOPE OF SERVICE
Travel interruption	<p>Return journey of the Insured to Poland, the country of residence or the place of destination in the event of:</p> <ul style="list-style-type: none"> <li>a) sudden illness or personal accident the consequences of which pose a threat to the life of a relative of the Insured, requiring the presence of and constant care provided by the Insured;</li> <li>b) death of the Insured's relative.</li> </ul> <p>The service covers the costs of change of the flight booking, costs of return journey to Poland or to the country of residence, if the cost of return transport has been guaranteed in the travel participation agreement or ticket booking, where the return transport could not be effected by the planned means of transport, after their approval by the Emergency Centre. The cost limit is PLN 1,000</p>
Substitute on a business trip	<p>Travel of an employee delegated by the Insured to replace the Insured on a business trip (purchase of train or bus tickets or air tickets if travel by train or by bus takes more than 12 hours)</p>
Loss of documents	<p>If the Insured's documents necessary to travel are lost, damaged or destroyed, the Emergency Centre provides information how to get replacements</p>
Helpline	<p>24/7 hotline of the Emergency Centre provides information concerning:</p> <ul style="list-style-type: none"> <li>a) health requirements and sanitary recommendations in the Insured's country of destination;</li> <li>b) recommended or compulsory vaccinations;</li> <li>c) waiting time for examination results in public and private health care facilities;</li> <li>d) preparation for recommended examinations;</li> <li>e) contraindications for travel or work.</li> </ul>

6. ERGO Hestia shall not be liable within the scope indicated in § 24 and § 25.

## § 23

1. In Travel Insurance, ERGO Hestia shall cover the documented costs of treatment and immediate assistance:
  - a) relating to examinations and outpatient treatment, medications (exclusive of vitamins, body strengthening agents, nutrients, beauty ointments and creams), orthopaedic and auxiliary products, infusion fluids and wound dressings, recommended and prescribed by the attending physician;
  - b) during a hospital stay, including treatment, procedures and surgeries which could not have been postponed until the return to Poland or to the country of residence due to the health condition of the Insured. The Emergency Centre shall choose a hospital appropriate to the Insured's health condition, arrange for the transport of the Insured to the hospital by suitable means of transport, inform the hospital about the payment terms and remain in constant contact with the hospital;
  - c) repair or purchase of glasses, and repair of prosthesis immediately after the personal accident, in case when damage is directly related to the event.
2. The Emergency Centre shall decide about the grounds, date, manner and feasibility of transporting the Insured, taking into account the Insured's health condition having consulted the attending physician who treated the Insured abroad. If the Insured does not consent to transport for the purpose of continuing the treatment in Poland or the country of residence, in spite of it being regarded as acceptable by the Emergency Centre or the attending physician, ERGO Hestia shall reimburse the costs of services and benefits.
3. Services shall be arranged by the Emergency Centre, which shall select the means of transport, accommodation and other services taking into consideration their cost, time and availability, as appropriate for the Insured's health condition.
4. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, ERGO Hestia shall reimburse the costs actually incurred by the Insured, subject to limits set for particular services.

## § 24

1. Travel Insurance shall not cover the cost of treatment or services occurring as a result of:
  - 1) self-inflicted injury or suicide;
  - 2) the Insured driving a vehicle without the licence required under the provisions of law of the state of the event, providing it influenced the occurrence of the loss;
  - 3) practising sports as a gainful occupation;
  - 4) AIDS or HIV infection;
  - 5) childbirth, unless it occurred before the 32nd week of pregnancy;
  - 6) chronic disease;
  - 7) practising high-risk sports or extreme sports;
  - 8) working in a high-risk profession or a dangerous profession;
  - 9) termination of pregnancy, unless the pregnancy was terminated to rescue life or health of the Insured and it is permitted under the laws of the state where the procedure is performed;
  - 10) the Insured's participation in competitions of any motor vehicles, including any type of test drives;
  - 11) the Insured being under the influence of psychotropic substances not prescribed by a physician or used contrary to the physician's recommendations – unless it had no influence on the occurrence of loss;
  - 12) failure to comply with recommendations of the attending physician responsible for treatment in Poland, the country of residence or during travel, or of the Emergency Centre;
  - 13) treatment carried out by a physician who is a family member of the Insured;
  - 14) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as part of immediate, necessary medical assistance;
  - 15) committing or an attempt to commit a criminal offence by the Insured.
2. Moreover ERGO Hestia shall not be liable:
  - 1) if there were medical contraindications on account of the health condition of the Insured to travel abroad or if before the travel abroad there was a need to carry out a surgical procedure or to undergo hospital treatment, about which the Insured was informed by a physician;
  - 2) if the reason for the travel was the treatment or the treatment started before the travel.

## General exclusions of ERGO Hestia from liability

## § 25

ERGO Hestia shall not be liable for any loss:

- 1) caused intentionally by the Insured or a person with whom the Insured lives in the same household;
- 2) caused by the Insured due to gross negligence (subject to the events described in § 4 section 16), unless the payment of compensation is fair and equitable in these circumstances;
- 3) occurring as a result of a human activity leading to landslides, subsidence, earthquakes, growing tree, antenna, construction crane, building, structure or its part falling onto insured property;
- 4) caused by systematic (i.e., regular and repetitive) influence of noise, vibration, smoke, temperature, water or other weather conditions;
- 5) resulting from acts of war, martial law, state of emergency, civil commotion, riots, civil unrest, strikes and lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
- 6) resulting from nuclear activity or radioactive contamination, laser and maser rays, magnetic and

electromagnetic fields, ionisation radiation, biological and chemical weapons, chemical or biological contamination;

- 7) caused by the Insured after consumption of alcohol or intoxicated, under the influence of drugs or other intoxicants or medication with a similar effect, unless it has no influence on the occurrence of loss;
- 8) caused to property, into possession of which the Insured or his/her relatives came as a result of a criminal offence.





## II. Sums insured and policy limits






### § 26

1. The sum insured and the policy limits are presented in § 27 section 1 except Property Insurance against Fire and Fortuitous Events, Property Insurance against Theft, and Option III of Personal Accident Insurance, where sums insured shall be defined by the Customer pursuant to § 27, § 28 and § 36. This sum constitutes an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance.
2. In Third-Party Liability Insurance in Private and Professional Life, the policy limit constitutes an upper limit of liability of ERGO Hestia for all accidents which occur in the insurance period and in relation to all aggrieved parties. The policy limit shall be separate for the Insured and all the adult relatives of the Insured, living in the same household with the Insured, covered against payment of an additional premium. The policy limit in Option I is an individual limit for each Insured.
3. In Tenant Third-Party Liability Insurance, the policy limit constitutes an upper limit of liability of ERGO Hestia for all accidents which occur in the insurance period and in relation to all aggrieved parties. There shall be one joint policy limit for the Insured and all the adult relatives of the Insured, living in the same household with the Insured.
4. If ERGO Hestia pays out compensation or covers the equivalent of costs of any services provided, the sum insured or the policy limit shall be reduced by such amount. After exhausting the sum insured or the policy limit, the insurance contract with regard to each type of insurance shall be terminated as at the date of exhausting the sum insured or the policy limit, as appropriate.
5. With the consent of ERGO Hestia, the Customer may supplement the sum insured or the policy limit by completing a new insurance application and paying an additional premium.

### § 27

1. The applicable sums insured and policy limits are specified in the table below:

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Property Insurance against Fire and Fortuitous Events	The sum insured is defined according to § 28		
 Property Insurance against Theft			
 Third-Party Liability Insurance in Private and Professional Life	The policy limit is defined according to the regulation of the Minister of Finance	PLN 200,000, PLN 500,000 or PLN 1,000,000	PLN 200,000, PLN 500,000, PLN 1,000,000 or PLN 2,000,000
 Personal Accident Insurance	PLN 10,000-50,000	PLN 10,000-100,000	No more than 10 times the Insured's annual income, no more than PLN 5,000,000

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
<b>Additional insurance</b>			
 Tenant Third-Party Liability Insurance		PLN 100,000	
 Moja Firma Assistance Insurance Home and Company Assistance		PLN 5,000	
 Moja Firma Assistance Insurance SOS Assistance		PLN 15,000	
 Luggage and Cargo Insurance		PLN 20,000	
 Travel Insurance		PLN 100,000	

2. In Personal Accident Insurance, the sum insured shall be determined individually for each Insured except for insurance bought by the Customer for all employees in business activities, where the sum insured, the scope of insurance and the type of benefits shall be the same for all such persons.
3. In Personal Accident Insurance Option III, the sum insured shall be determined on the basis of the Customer's statement made when concluding the insurance contract.

## § 28

1. The Customer shall specify the sum insured determined on the basis of:
  - 1) the market value as at the insurance contract date – for antiques, works of art, collections, decorative plants of the same species insured as part of premises architecture and monetary values;
  - 2) the market value of the premises;
  - 3) the replacement value – for furnishing, personal belongings, premises architecture, solar panels with systems, photovoltaic (solar) cells, photovoltaic systems which meet the definition of technical devices;
  - 4) the production value or the invoicing value of property bought by the Customer – for working capital assets;
  - 5) the actual value – for third-party property;
  - 6) the replacement value – for:
    - a) a building used for residential purposes in whole or in part, not older than 50 years or in the case of which the roof as well as façades were replaced or underwent major renovation within the last 50 years. In other cases, the Customer should specify the sum insured for the building used for residential purposes in whole or in part based on the actual value;
    - b) a building used for purposes other than residential purposes, not older than 30 years or in the case of which the roof as well as façades were replaced or underwent major renovation within the last 30 years. In other cases, the Customer should specify the sum insured for the building used for purposes other than residential purposes based on the actual value.
2. The maximum sum insured of monetary values, jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of the platinum group is set in § 36.
3. The upper limit of liability of ERGO Hestia for individual types of property is described in § 8.
4. If a part of the building or premises, which is jointly owned by several people (except spouses with joint property) or in which several people hold the co-operative property right, is covered by insurance, the sum insured should be proportional to the Insured's share in the ownership of the real estate or in the co-operative property right to the real estate, specified in the land and mortgage register kept for it.
5. The Customer shall define the sum insured jointly for all buildings situated at the insured location.

### III. Obligations of the Customer/the Insured

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#### § 29

1. The Insured shall:
  - 1) provide ERGO Hestia with the documents necessary for reviewing a request for payment of compensation, listed by ERGO Hestia in the notification, or notify ERGO Hestia immediately about inability to provide such documents;
  - 2) in Property Insurance against Theft, provide ERGO Hestia with proof of purchase of items with a unit value of more than PLN 10,000, listed in the definition of personal belongings (excluding cash);
  - 3) inform the Police immediately about any event which may have occurred as a result of a criminal offence or minor offence (including vandalism) and submit a request regarding the prosecution of persons responsible for the loss, if possible;
  - 4) immediately inform the building administrator about any event of flooding the premises or appurtenant premises;
  - 5) leave the site where the event occurred unchanged until the site has been inspected by ERGO Hestia, unless a change is necessary to safeguard the remaining property or to reduce the extent of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to ERGO Hestia, it did not start the loss adjustment process within 7 days upon receipt of the notification about the event;
  - 6) if it is not possible to leave the site of the event unchanged until it has been inspected by ERGO Hestia, make photo documentation of the site of the event and of the property that has been damaged or destroyed;
  - 7) follow ERGO Hestia's recommendations and provide other persons with information and authorisations to act on behalf of the Insured to the extent necessary for proper loss adjustment.
2. If the aggrieved party initiates legal proceedings against the person who caused the event or the accident and brings a claim for compensation before a court, the Insured shall notify ERGO Hestia thereof immediately.
3. If an event occurs in Personal Accident Insurance, the Insured shall:
  - 1) undergo treatment and follow recommendations to mitigate the effects of the personal accident;
  - 2) undergo examinations performed by physicians or undergo possible clinical monitoring;
  - 3) release the physicians, public and private health care establishments and the Social Security Institution (ZUS) from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
4. If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in section 1-3 above, provided that such failure influenced the occurrence or extent of loss or the inability to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in whole or in part, respectively, for the loss resulting from such cause.
5. In the period of the insurance contract, the Customer shall immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communications prior to conclusion of the insurance contract.
6. In the event that the insurance contract is concluded by the Customer on behalf of someone else, the Customer shall provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents for the Customer to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

#### § 30

1. The Insured shall secure the possibility to assert claims for compensation against persons responsible for the loss.

2. If the Insured waives all or part of his/her rights against the person who caused the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay compensation in whole or in the part subject to the waiver. If the compensation was already paid, ERGO Hestia may seek reimbursement of the amount corresponding to the whole or the part with respect to which the Insured has waived those rights, as appropriate.

## IV. Property protection

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### § 31

The Insured shall:

- 1) ensure proper protection of the property, including compliance with the provisions concerning its protection, storage and use and other provisions aiming at the prevention of loss;
- 2) comply with applicable provisions concerning fire protection and use of technical devices and systems, in particular carry out the inspections of these devices and systems and the cleaning of the flues in good time as required by law;
- 3) comply with recommendations and requirements of manufacturers or suppliers of technical devices;
- 4) ensure maintenance of pipes and devices supplying and discharging water, steam or liquids and use appropriate protective measures timely so as to secure these pipes and devices against frost.

### § 32

1. Doors, windows, balcony doors, terrace doors of balcony door design and other exterior openings must be properly mounted, closed and secured to make it impossible to commit theft without burglary. It shall not apply to openings on the storeys above the ground floor, where they cannot be accessed from balconies, roofs, extensions, terraces, stairways and fixed ladders.
2. Exterior doors to the building or premises must be locked at least with one of the following safety devices:
  - a) multi-tumbler lock;
  - b) certified lock;
  - c) multipoint lock;
  - d) two multi-tumbler padlocks;
  - e) electronic lock – in the case where the insured property is located in a building or premises over which constant supervision is performed, or in a building or premises equipped with an active anti-theft signal and alarm system.
3. If a garage is located in the body of the building or premises, a multi-tumbler lock or padlock, electric locking system or other security system of burglar-resistance class shall be considered sufficient protection of the garage gate.
4. The entrance to appurtenant premises shall be deemed properly secured if the doors are closed with at least one of the following safety devices:
  - a) multi-tumbler lock;
  - b) multi-tumbler padlock;
  - c) electronic lock;
  - d) another security system of burglar-resistance class.
5. The keys to the locks and padlocks must be in sole possession of the Insured, his/her relatives and other persons authorised by the Insured.



## § 33

1. If premises in which insured property is situated are not the place of residence of the Insured or of the Insured's relatives and are situated in the basement, semi-basement, ground floor or upper floor which can be accessed from an annex, balcony, terrace or roof situated under or next to them, then windows and other external openings must be equipped with additional security protecting their entire surface.
2. If a building in which insured property is situated is not the place of residence of the Insured or of the Insured's relatives, then windows and other external openings must be equipped with additional security protecting their entire surface.
3. Additional security of windows and other external openings in a building or premises referred to in section 1 and 2 includes:
  - 1) bars; or
  - 2) anti-burglary blinds; or
  - 3) anti-burglary rollers; or
  - 4) window panes of additional burglary resistance class (at least P3); or
  - 5) window shutters locked with at least one multi-tumbler lock or multi-tumbler padlock.
4. Bars, blinds, rollers and shutters must be designed and installed as necessary to prevent entry into the building or premises other than with the use of force or tools.
5. Additional anti-theft security referred to in section 3 may be replaced by constant supervision or active anti-theft alarms.

## § 34

Property Insurance against Theft may only cover an insured location where at least one building meets all the requirements referred to in § 32 section 1–4 and § 33.

## § 35

1. Unless working capital assets or third-party property are situated in a building or premises, they are duly secured provided that they are kept in an area (yard, car park) which is lit at night, under constant supervision, completely fenced with a solid fence or wire mesh fence which is at least 160 cm tall.
2. Fencing must not be damaged, disrupted or incomplete in any way.
3. The entry gate to the area (yard, car park) must be locked with at least one multi-tumbler lock or multi-tumbler padlock.

## § 36

1. Rooms and equipment used to keep monetary values, jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of the platinum group, and cash must be in proper technical condition and must be secured as required by their design and purpose.
2. The table below presents the maximum sum insured depending on the type of security:

EQUIPMENT/ROOM	MAXIMUM SUM INSURED
Resistance class I-XIII confirmed with a type approval or certificate issued by an authorised entity	PLN 50,000
Steel safes, armoured safes and security safes of no documented burglary resistance class in the absence of classification documents (type approval, rating plate)	PLN 30,000
Steel boxes and cash registers	PLN 2,000



3. Unless property is secured according to the table in section 2, ERGO Hestia's liability in Property Insurance against Theft shall be limited to:
  - 1) PLN 2,000 – for cash;
  - 2) 50% of the sum insured for personal belongings but no more than PLN 2,000 – for jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of the platinum group.

## § 37

1. If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 31 – § 36, provided that such failure influenced the occurrence or extent of loss or the inability to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in whole or in part, respectively, for the loss resulting from such cause, subject to section 2.
2. ERGO Hestia shall pay compensation despite failure to meet the obligation specified in section 1 to carry out timely inspections of devices and systems required by law, as specified in § 31 point 2), up to 50% of the sum insured for a building whose age does not exceed 50 years or regardless of the age of the building if the devices and systems subject to mandatory inspection have been replaced in the last 20 years and their inspection or legally required measurements were carried out after such replacement.

## V. Reporting a loss, determining the extent and amount of compensation

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## § 38

1. The Insured shall notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. The Insured may notify ERGO Hestia in a way he/she deems fit:
  - 1) by using the individual account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl); or
  - 2) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
  - 3) through an ERGO Hestia representative; or
  - 4) by calling: 801 107 107 or 58 555 55 55.
3. In Travel Insurance, the Insured may notify ERGO Hestia by phone at + 48 58 550 7 012 or by email at [podroze@ergohestia.pl](mailto:podroze@ergohestia.pl).
4. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the compensation or benefit by the relevant amount if the breach contributed to aggravating the loss or prevented ERGO Hestia from determining the circumstances and consequences of the event or accident.

## § 39

1. ERGO Hestia shall pay the compensation within 30 days from the date of receiving notification about the event or accident on the basis of:
  - 1) recognition of the claim of the beneficiary under the insurance contract as a result of findings made in proceedings aimed at determining facts, the validity of claims and the amount of compensation or benefits;
  - 2) a settlement concluded with the beneficiary under the insurance contract;
  - 3) a final judgment of the court.
2. If, within 30 days of receiving the event/accident notification, it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit, the compensation or benefit should be paid within 14 days from the date when these circumstances may be

clarified with due diligence. However, ERGO Hestia shall pay the incontestable part of compensation or benefit within 30 days of receiving the event/accident notification.

3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.

## Property

### § 40

1. The extent of loss and the amount of compensation shall be determined by ERGO Hestia, within the limits of the sum insured and the limits of liability specified in § 8 for individual objects of insurance, based on the prices as at the date when the loss occurred, on the basis of:
  - 1) receipts (invoices) of the contractor together with the cost estimate; or
  - 2) calculation by ERGO Hestia on the basis of publicly available estimate pricing used in property renovation and repairs, based on guidelines adopted in § 28 for determination of the sum insured, subject to section 3 and 4 below.
2. ERGO Hestia shall analyse receipts, invoices, calculations and other documents concerning the repair costs, submitted by the Insured, with respect to the scope of work and the amount of costs, based on publicly available estimate pricing used in renovation and repairs, taking into account the arithmetic mean prices of repair services used in the voivodeship (region) of the occurrence of the loss.
3. If the premises have been completely destroyed, ERGO Hestia shall determine the amount of compensation in accordance with the market value of the premises as at the date of occurrence of the loss. If the premises have not been completely destroyed, the amount of compensation shall be determined on the basis of the replacement value of the destroyed property.
4. ERGO Hestia shall determine the amount of the loss to furnishing comprised of machines and equipment used for business activities as follows:
  - 1) if the machines and equipment can be repaired – according to the replacement value;
  - 2) if the machines and equipment are replaced – according to the cost of purchase of identical, brand-new objects or, if unavailable, objects of similar type and quality, including the cost of transport, dismantling and re-assembly, customs duties and other similar charges, other than the cost of express and air transport.
5. The extent of loss shall be decreased by ERGO Hestia by the residual value of the damaged or destroyed property that may be suitable for further use, adaptation or sale.
6. Compensation shall be determined by ERGO Hestia in the amount corresponding to the extent of loss within limits of the sum insured. In the case of loss, destruction of or damage to the insured property, the extent of loss and the amount of compensation shall not exceed, depending on the method of determining the sum insured, the replacement, actual or market value of the individual objects of insurance.
7. In dog or cat insurance, the value of the compensation shall be determined on the basis of documents confirming the incurred costs covered by the insurance. In the event of death of an animal, the compensation shall be paid in the amount of the sum insured reduced by the amount of previously paid compensation under the dog or cat insurance.
8. The Insured shall make the animal's health booklet and certificate or pedigree, if the dog or cat has them, available to ERGO Hestia for inspection.
9. In photovoltaic system interruption insurance, the value of the compensation shall be calculated as the difference between the average daily cost of electricity purchase on the basis of an invoice for the same period of the previous year when the photovoltaic system supplied the insured location and the average daily cost of electricity purchase on the basis of an invoice covering the period of photovoltaic system interruption multiplied by the duration of the interruption.
10. In Property Insurance against Theft, in the absence of evidence of purchase of items with a unit value of more than PLN 10,000, listed in the definition of personal belongings (excluding cash), ERGO Hestia shall pay compensation in the maximum amount of 50% of the replacement value of the stolen item whose loss is confirmed by a police note.

## § 41

If the building or premises are jointly owned by several people (except spouses with joint property) or several people hold the co-operative property right in it, the amount of compensation shall be set by ERGO Hestia as a share in loss proportional to the Insured's share in the ownership of the entire building or premises or in the co-operative property right to them.

## § 42

While determining the extent of loss, ERGO Hestia shall not take into account the following:

- 1) scientific, collector's, vintage or commemorative value, except for antiques, works of art, collections which are the object of insurance;
- 2) costs resulting from lack of spare parts and materials necessary to restore the condition existing before the loss;
- 3) costs incurred for disinfection of the remainder after loss, removal of soil, water and air contamination and soil rehabilitation.

## § 43

If the Insured recovers lost items upon the payment of compensation, he/she shall immediately return the amount of compensation paid for these items to ERGO Hestia or waive his/her rights to the recovered items in favour of ERGO Hestia.

## Third-Party Liability Insurance in Private and Professional Life and Tenant Third-Party Liability

## § 44

ERGO Hestia shall pay compensation to the aggrieved party as determined in accordance with the rules of third-party liability of a person covered in Third-Party Liability Insurance in Private Life or Tenant Third-Party Liability Insurance. Upon prior agreement with the Insured or another person covered by the insurance, ERGO Hestia may also:

- 1) defend the Insured against unfounded claims;
- 2) pay at any time compensation amounting to the policy limit, which can satisfy claims. In that case, ERGO Hestia shall be released from defence and other costs.

## Personal Accident Insurance

## § 45

1. ERGO Hestia shall pay the benefit for death only if it occurred within a year from the date of the personal accident.
2. The causal relationship between the personal accident and the loss and the type of permanent disablement shall be determined based on evidence and medical documentation gathered by ERGO Hestia.
3. In the case of loss of or damage to an organ or system whose function was damaged before the personal accident, the degree of disablement shall be determined by ERGO Hestia as the difference between the disablement before and after the personal accident.
4. If the Insured suffers several disablements, ERGO Hestia shall pay out the benefits for all disablements covered by insurance but in aggregate up to the amount of the sum insured.
5. ERGO Hestia shall ask the opinion of medical consultants to determine the degree of permanent disablement.

6. ERGO Hestia shall pay the treatment and medical costs to the Insured or another person who incurred the costs:
  - 1) in a period no longer than 1 year from the date of the personal accident;
  - 2) against receipts or invoices.
7. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

## § 46

1. Benefits shall be paid to the Insured and the benefit for death of the Insured shall be paid to the beneficiary, unless such a person intentionally contributed to the death of the Insured.
2. The Insured may at any time change the beneficiary.
3. If, by the time of death of the Insured, the Insured failed to indicate a beneficiary entitled to receive the benefit, the benefit shall be due to family members of the deceased in the following order:
  - 1) the spouse – in full;
  - 2) children – in equal parts;
  - 3) parents – in equal parts;
  - 4) other heirs of the deceased – in equal parts.

## Luggage and Cargo

## § 47

1. In Luggage and Cargo Insurance, ERGO Hestia shall determine the amount of compensation according to the replacement value, except for:
  - 1) cash, which shall be determined based on its nominal value (nominal value of foreign currency shall be converted into PLN based on table A or table B of the average foreign exchange rate announced by the National Bank of Poland, applicable as at the date of loss event);
  - 2) working capital assets which is determined based on the production value or the invoicing value of property purchased by the Insured;
  - 3) loss of keys, which shall be determined based on the costs of replacing the locks.
2. In the case of cash and jewellery, the amount of compensation may not be higher than PLN 1,000 in aggregate.

## VI. Insurance premium

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## § 48

1. ERGO Hestia shall determine the amount of the premium on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium shall depend on:
  - 1) the risk assessment for the requested scope of insurance;
  - 2) the premium payment method (i.e., whether the premium is paid on a one-off basis or by instalments);
  - 3) the insurance period and option;

- 4) the amount of the sum insured or the policy limit;
- 5) the history of insurance contracts concluded with ERGO Hestia as regards the insured risks.
3. In Property Insurance against Fire and Fortuitous Events, the amount of additional premium for the extension of coverage to include flood shall be determined by ERGO Hestia taking into account the period of coverage and the probability of the occurrence of flood at the insured location.
4. In Property Insurance against Theft, the premium shall depend on the region of the insured location and discounts for the anti-theft safeguards.
5. In Option III of Third-Party Liability Insurance in Private and Professional Life, the amount of premium shall also depend on the number of adults covered by insurance.
6. In Personal Accident Insurance, the amount of premium shall also depend on the age of the Insured, whether he/she practices high-risk sports or works in a high-risk profession, as well as on the number of the insured.
7. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract by the parties.

## § 49

If the Customer pays the premium by a bank transfer or postal order, the payment date shall be the date when the payment was ordered in the bank or at the post office, provided that, when paying with a bank transfer, there were enough funds on the Customer's account. If there were not enough funds on the Customer's account when paying with a bank transfer, the date of payment shall be the date of crediting the account of ERGO Hestia with the right amount.

## VII. Termination of the contract

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### § 50

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer may withdraw from the contract within 7 days of its conclusion; if the Customer is a consumer, the deadline is 30 days. If ERGO Hestia fails to inform the Customer who is a consumer about his/her right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer who is a consumer learns about this right.
2. Any consumer who has concluded an insurance contract remotely may withdraw from it within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit shall be deemed observed if the Customer sends the declaration of withdrawal before the lapse thereof.
3. If the Customer withdraws from an insurance contract, the Customer shall be required to pay the premium for the period when ERGO Hestia provided insurance coverage.
4. The Customer may file the withdrawal notice:
  - 1) through the individual account at: [ihestia.ergohestia.pl](http://ihestia.ergohestia.pl); or
  - 2) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
  - 3) through an ERGO Hestia representative; or
  - 4) by calling 801 107 107 or 58 555 55 55; or
  - 5) in writing, to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.

## VIII. Final provisions. Sanctions

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### § 51

1. The Customer, the Insured, the assured or the beneficiary under the insurance contract, persons pursuing claims under the provisions of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as persons seeking insurance coverage or insurance guarantee buyers may lodge complaints concerning services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e., an agent acting solely for or on behalf of one insurer.
  - 1) Complaints may be lodged as follows:
    - a) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl);
    - b) by calling 801 107 107 or 58 555 55 55;
    - c) in writing to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
    - d) verbally or in writing during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
  - 2) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
  - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.
  - 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply shall be sent within 60 days from the date of receipt. In the event that the time limit for replying to a complaint needs to be extended, the complainant shall be notified of it within the 30 days.
  - 5) Persons listed in section 1 may, in non-standard cases, refer to ERGO Hestia's Customer Ombudsperson through the online form available at: [www.ergohestia.pl](http://www.ergohestia.pl).
  - 6) Any natural person lodging a complaint may request that the case be examined by the Financial Ombudsman [www.rf.gov.pl](http://www.rf.gov.pl).
3. The rules for lodging complaints concerning services provided by a multi-agent who acts for or on behalf of ERGO Hestia and other insurers – to the extent not related to insurance coverage.
  - 1) Complaints not related to the provided insurance coverage shall be submitted directly to the agent who provided the insurance distribution service. Complaints will be examined directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

### § 52

1. Any notices and statements of the Customer and ERGO Hestia should be made in writing. At any time, the Customer and ERGO Hestia may decide that their notices and statements may be delivered also:
  - 1) by the Customer:
    - a) through the individual account at: [ihestia.ergohestia.pl](http://ihestia.ergohestia.pl); or
    - b) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
    - c) through an ERGO Hestia representative; or
    - d) by calling 801 107 107 or 58 555 5 555;
  - 2) by ERGO Hestia:
    - a) through the account at: [ihestia.ergohestia.pl](http://ihestia.ergohestia.pl); or

- b) through an ERGO Hestia representative; or
  - c) using the contact details given by the Customer.
2. The Customer and ERGO Hestia shall inform each other about any change of residence address or address of registered office and any contact details provided for sending of notifications and declarations.

## § 53

1. Insurance contracts are concluded under Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to Polish law.
3. A legal action for a claim under an insurance contract may be brought by either party in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought by either party in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. Both parties to the insurance contract may refer any disputes arising therefrom to arbitration.
6. Any and all disputes arising out of the insurance contract between the Customer, the Insured or any other beneficiary under the insurance contract who is a natural person and ERGO Hestia may be examined by way of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, [www.rf.gov.pl](http://www.rf.gov.pl), the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.
7. Considering that insurance contracts concluded by ERGO Hestia cannot be used to clear transactions subject to sanctions, prohibitions and restrictions under international or national law ("Sanctions"), including Sanctions imposed by the European Union, the United Nations or the United States of America, ERGO Hestia shall not be considered a provider of insurance coverage or obliged to pay for any benefit or ensure or provide any benefit in connection with insurance coverage to the extent that the provision of insurance coverage, payment, or ensuring/providing other benefits in connection with the insurance coverage could result in a violation of any of the aforementioned Sanctions, provided that compliance with such Sanctions is not in conflict with any laws applicable to ERGO Hestia.

## § 54

The General Terms and Conditions of Insurance shall enter into force on 16 January 2023 and apply to the insurance contracts concluded from this date onwards.

President of the  
Management Board



Piotr Maria Śliwicki

Vice-President of the Management Board  
for Corporate Insurance



Adam Roman



## Appendix to the General Terms and Conditions of Moja Firma Non-Motor Insurance

Table 1. Assessment of disablement as a result of a personal accident (basic scope)

CHAPTER I. Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
<b>Post-traumatic total injury</b>	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Sustained extrapyramidal syndrome significantly limiting functional performance of the body and requiring third-party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/special education	100%
Severe mental disturbances which require constant third party care (dementia-like changes, permanent psychoses, frequent and long-lasting psychiatric hospitalisation)	100%
Total loss of vision in two eyes	100%
Total hearing loss in both ears	100%
Total anarthria. Total aphasia with agraphia and alexia, regardless of 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
<b>Post-traumatic partial injury</b>	
<b>Post-traumatic injuries of internal organs</b>	
Heart or pericardium damage	15%
Damage to aorta, cava and the main branches	10%
Damage to stomach	5%
Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver which requires a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
<b>Post-traumatic structural or functional loss of an organ or body part</b>	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%



<b>CHAPTER I.</b> <b>Types of disablement covered by the scope of personal accident insurance</b>	<b>PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA</b>
Cranium bone loss	6%
Nose in its entirety (including the nasal bones)	30%
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Total loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%

Table 2. Assessment of disablement as a result of a personal accident (full scope)

<b>CHAPTER II.</b> <b>Types of disablement covered by the scope of personal accident insurance</b>	<b>PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA</b>
<b>Post-traumatic partial injury</b>	
<b>Post-traumatic loss of/damage to a body part or complete muscle rupture</b>	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V — for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%

**CHAPTER II.****Types of disablement covered by the scope of personal accident insurance****PERCENTAGE OF THE  
SUM INSURED PAID  
BY ERGO HESTIA****Sutured wounds, frostbite or burn**

Cut of face, neck, forearm, and palm	2%
Lacerated wound (e.g., as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
3rd degree frostbites (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree frostbites of the face, neck, forearms and palms for each percentage of the body surface	2%
3rd degree burns (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree burns of the face, neck, forearms and palms for each percentage of the body surface	2%

**Fracture**

Cranium	4%
Facial skeleton — mandible, maxilla	6%
Jugular bone	3%
Nasal bones — without disfigurement of the nose shape	1%
Nasal bones — with disfigurement of the nose shape, despite the operation	3%
Shoulder blades – conservative treatment	2%
Shoulder blades – surgical treatment	3%
Sternum	4%
Rib	1% for each broken rib
Pelvis	6%
Clavicles – conservative treatment	2%
Clavicles – surgical treatment	4%
Caudal bone	2%
Femoral bone – conservative treatment	7%
Femoral bone – surgical treatment	10%
Fibula – conservative treatment	2%
Fibula – surgical treatment	4%
Tibia, malleolus medialis	6%
Malleolus lateralis	2%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	2%
Vertebral bodies, including vertebral compression fracture	8%
Other vertebral structures (i.e., end plates, transverse processes, spinous processes, articular processes)	2%
Other fractures	1%

**Dislocations**

Spinal column without neurological consequences such as paralyses or pareses	5%
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CHAPTER II. Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes II to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
<b>Rotations</b>	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%
Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus	4%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
Joints of fingers III to V (for each finger)	1%
<b>Post-traumatic complete loss of permanent teeth (for each tooth)</b>	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
<b>Loss of bodily function: complications, illness</b>	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%
Brain concussion	1%









