



# General Terms and Conditions of Hestia Travel Insurance

ABC-HP-01/16

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 17 SECTION 1 OF THE ACT OF 11 SEPTEMBER 2015 ON THE  
 INSURANCE AND REINSURANCE ACTIVITIES

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The following table contains information on which provisions of the concluded General Terms and Conditions of Hestia Travel Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

| Name of the insurance                           | Number of the template's editing unit                                             |                                                                                                                                                                |
|-------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | Prerequisites of payment of damages and other benefits or the value of insurance: | Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts: |
| Common for all insurance                        | § 2                                                                               | § 2, § 22, § 23,                                                                                                                                               |
| Medical Expenses and Assistance                 | § 4 (1-4), § 4 (6-8)                                                              | § 31 (5), § 34 (2)                                                                                                                                             |
| Travel Assistance                               | § 5                                                                               | § 6                                                                                                                                                            |
| Personal Accident                               | § 7, § 8 (1), § 8 (5-6)                                                           | § 6                                                                                                                                                            |
| Third-party liability insurance in private life | § 12 (1), § 12 (3)                                                                | § 8 (3-4), § 9, § 10 (3)                                                                                                                                       |
| Luggage                                         | § 15                                                                              | § 12 (4), § 13                                                                                                                                                 |
| Sports equipment                                | § 18                                                                              | § 17                                                                                                                                                           |
|                                                 |                                                                                   | § 20                                                                                                                                                           |



## § 1 GENERAL INFORMATION

1. We would like to inform you that in connection with the concluded insurance contract:

1) Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, at ul. Hestii 1, hereinafter referred to as ERGO Hestia, (hereinafter: "ERGO Hestia"), is the controller of your personal data, which will be processed by it in order to carry out its obligations under the insurance contract and to meet legally justified purposes, such as: direct marketing of private-label products and services and asserting claims under the concluded insurance contract. Data is collected pursuant to: Article 23 section 1 items 3) and 5) of the above-said Act of 29 August 1997 on the Protection of Personal Data (consolidated text, Journal of the Laws of 2015, item 2135) and Article 815 of the Civil Code,

2) you have the right to access and correct your personal data. Processing the data for the purposes other than the aforesaid legally justified purposes of ERGO Hestia or third parties to whom the data is transferred requires your prior consent.

2. ERGO Hestia shall not be held liable for the consequences of your failure to give it the information about the circumstances, which

were asked about in the insurance contract application form or to give circumstances at variance with the truth.

5. The Customer prior to concluding the insurance contract should specifically refer to the contents of the General Terms and Conditions of Hestia Travel Insurance, paying particular attention to the sections entitled: Definitions, Subject and scope of insurance, Exclusion from liability, Sum insured and Determination of the compensation amount/Determination of the benefit amount, as well as the Common Provisions

6. Please note that the definitions of terms used may differ from their typical and common meaning, as well as from definitions contained in the generally applicable provisions of law.

## § 2 SUBJECT AND SCOPE OF INSURANCE

The scope, amount of sum insured, liability limits for specific insurance and extending the insurance coverage available for each of the three insurance options are presented in the following table:

| Insurance option                       | Basic                                      | Extended | Full    |
|----------------------------------------|--------------------------------------------|----------|---------|
|                                        | Sum insured and limits of liability in PLN |          |         |
| <b>Medical Expenses and Assistance</b> | 100 000                                    | 200 000  | 500 000 |
| Medical                                | +                                          | +        | +       |
| Care                                   | +                                          | +        | +       |
| Transport                              | +                                          | +        | +       |
| Mountain and maritime rescue           | -                                          | +        | +       |
| Help in translation                    | -                                          | 1000     | 1000    |
| Onward travel                          | -                                          | 2000     | 2000    |
| Substitute driver                      | -                                          | 4000     | 4000    |
| Substitute in a business trip          | -                                          | -        | 3000    |
| <b>Travel assistance</b>               |                                            |          |         |
| Extension of protection by 48 hours    | +                                          | +        | +       |
| Transport delays                       | -                                          | 500      | 500     |
| Insurance of real estate in Poland     | -                                          | 1000     | 1000    |
| Trip interruption                      | -                                          | 1000     | 5000    |
| Legal aid                              | -                                          | -        | 10 000  |

| Warianty ubezpieczenia                                                  | Podstawowy                                                    | Rozszerzony                                                   | Pełny        |
|-------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|--------------|
|                                                                         | Suma ubezpieczenia<br>i limity odpowiedzialności w złotych    |                                                               |              |
| Personal accidents                                                      | -                                                             | 20 000                                                        | 30 000       |
| Death in an accident                                                    | -                                                             | 20 000                                                        | 30 000       |
| 100% disablement                                                        | -                                                             | 40 000                                                        | 60 000       |
| Rehabilitation in Poland                                                | -                                                             | -                                                             | 5000         |
| Third-party liability insurance in private life                         | -                                                             | 200 000                                                       | 1 000 000    |
| Luggage                                                                 | -                                                             | 2000                                                          | 5000         |
| Delayed luggage delivery                                                | -                                                             | 500                                                           | 1000         |
| Help in case of loss of means of payment                                | -                                                             | +                                                             | +            |
| Help in case of loss of documents                                       | -                                                             | +                                                             | +            |
| Sending of personal effects                                             | -                                                             | +                                                             | +            |
| <b>Territorial limits</b>                                               | <b>world without the<br/>USA, Canada, China<br/>and Japan</b> | <b>world without the<br/>USA, Canada, China<br/>and Japan</b> | <b>world</b> |
| <b>Possible extensions - for payment of additional premium</b>          |                                                               |                                                               |              |
| <b>Sports equipment</b> - sum insured PLN 5 000                         | option                                                        | option                                                        | option       |
| <b>Sport</b> – disciplines listed in Appendix 1                         |                                                               |                                                               |              |
| Recreational                                                            | +                                                             | +                                                             | +            |
| Risky                                                                   | -                                                             | option                                                        | option       |
| Extreme                                                                 | -                                                             | -                                                             | option       |
| <b>Competitive sports</b> - only for recreational and risky disciplines | -                                                             | option                                                        | option       |
| <b>Work</b> – professions listed in Appendix 1                          |                                                               |                                                               |              |
| Low risk                                                                | +                                                             | +                                                             | +            |
| Increased risk                                                          | option                                                        | option                                                        | option       |
| Terrorism                                                               | -                                                             | option                                                        | option       |
| Chronic disease                                                         | -                                                             | option                                                        | option       |

+ | yes - covered - | no - excluded from the insurance scope **option** | possible extension of the insurance scope

### § 3 DEFINITIONS

Terms used in the General Terms and Conditions of Insurance have the meaning set out in the definitions below:

1. **Luggage** - personal belongings of the Insured which are customarily taken for a trip, as well as things that are held by the Insured only temporarily, if they were rented or granted for use by the employer, legal entity or other organizational unit, provided that such rental or grant was confirmed in writing by borrower or lender, such as:

- a) clothing and other personal effects;
- b) portable equipment and photography equipment, electronic appliances, jewelry and watches, as well as musical instruments;
- c) pushchairs, non-registrable wheelchairs and medical and rehabilitation equipment;

Luggage within the meaning of this definition shall not be sports equipment.

2. **Emergency Centre** - organizer conducting assistance services on behalf of ERGO Hestia;

3. **Chronic disease** - a disease condition characterised by slow development and long course, treated continuously or periodically over 12 months before the insurance contract was signed, during which the symptoms may periodically flare up or recede.

4. **Customer** - individual, legal entity or organisational unit other than legal entity, to which the Act gives the capacity to act in law, concluding the insurance contract (the Policyholder).

5. **Burglary** - commitment to or attempt at seizing property from the premises, after prior removal of security by force or opening the entrance using tools, tailored or fake key or the original key held by the offender obtained as a result of a crime; as well as the destruction of the subject of insurance directly related to commitment to or attempt at burglary.

6. **Country of residence** - country, in which the Insured:

- a) is covered with social or medical insurance (except for stay for the educational purposes), and
- b) resides continuously (excluding trips lasting no longer than 30 days) for at least a year, and which is the center of the Insured's personal and professional life.

7. **Number of man-days** - the product of the number of insured persons and the number of days, on which such persons are covered by the insurance.

8. **Sudden illness** - medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention.

9. **Accident** - a sudden event caused by external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury or loss of bodily function, or died.

10. **Relatives** - spouse, unmarried partner, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, stepfather, stepmother, stepson, adopted and adoptive parent, minor children dependent upon the Insured, as well as persons who were taking care of the Insured's children or persons dependent upon the Insured while the Insured was travelling.

11. **Accompanying person** - a person travelling with the Insured or indicated by him or her to accompany the Insured during treatment or transportation.

12. **Third parties** - all persons not involved in the insurance relationship resulting from the insurance contract concluded with

ERGO Hestia, and in the case of conclusion of the insurance contract in the form of a group insurance, the third party shall be also the other Insured, not being the relatives of the Insured (aggrieved party).

13. **Travel** - stay of the Insured outside the borders of the Republic of Poland and the country of residence.

14. **Work** - paid work meaning the performance of work or services, for which the Insured receives remuneration or non-paid activity, such as: volunteering, apprenticeships and traineeships.

15. **Criminal offence** - act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime of offence, illegal, at fault and socially harmful at a degree higher than infinitesimal.

16. **Robbery** - seizure of property by 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.

17. **Sports equipment** - accessories, including apparel necessary to do sports in sport disciplines covered by the insurance coverage. Sports equipment is, inter alia: ski, snowboard, golf clubs, bicycle, surfing board.

18. **Alcohol intoxication** - condition, in which concentration of alcohol in blood is above 0.5‰ or concentration of alcohol in breath is above 0.25 mg of alcohol in 1 cubic decimetre.

19. **State under the influence of alcohol** - condition, in which concentration of alcohol in blood amounts from 0.2‰ to 0.5‰, or concentration of alcohol in breath amounts from 0.1 mg to 0.25 mg per 1 cubic decimetre.

20. **Loss** - caused directly by an peril covered by the insurance contract: non-pecuniary consequence of an event (bodily injury) or damage to property.

21. **Terrorism** - illegal actions organized due to ideological or political reasons, individual or group, directed against people or objects in order to bring in chaos, to intimidate people and disorganize the public with the use of violence in order to achieve political or social objectives.

22. **Insured** - the natural person to whose account the Customer has concluded the insurance contract.

23. **Cash values** - gold and silver coins that do not constitute means of payment, non-utility items: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash.

24. **Competitive sports** - practicing of a sport discipline in a registered section, sports club or sports organization in order to achieve maximum results, consisting of regular participation in training, competitions and tournaments.

25. **Fortuitous event:**

- a) rescue operations - actions taken to prevent loss threatening directly or to mitigate its effects, together with ineffective actions, if these measures were appropriate to the circumstances;
- b) smoke and soot - suspension of particles in gas being a direct result of combustion, explosion, overvoltage;

- c) hail;
- d) sonic bang;
- e) hurricane - wind of at least 15 m/sec., causing massive damage;
- f) avalanche - a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes;
- g) snow pressure - direct pressure of snow or ice on the insured property and falling down of a neighbouring property on the insured property as a result of the pressure of snow or ice causing the damage or collapse of the property;
- h) landslide;
- i) flood - flooding of areas as a result of rising water of flowing and standing water, or as a result of rise of sea level of coastal waters;
- j) fire - uncontrolled combustion, combined with the occurrence of flames;
- k) overvoltage caused by lightning;
- l) surface water flow;
- m) earthquake;
- n) lightning;
- o) vehicle collision;
- p) falling tree;
- q) falling mast;
- r) falling aircraft;
- s) explosion, including volcanic explosion;
- t) flooding - the activity of liquids being a result of:
  - 1/ precipitation;
  - 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems,
  - 3/ escape of water from household appliances as a result of their failure;
  - 4/ withdrawal of water or sewage from public sewerage facilities,
  - 5/ accidental and inadvertent taps or other valves in other devices in the system left open, specified in item 2;

- 6/ operation of third parties;
- 7/ escape of water from a broken or cracked aquarium;
- 8/ automatic restart of the sprinkler or spray systems except for cases resulting from fire, testing, repairs, reconstruction, upgrading the installation or building;
- u) subsidence.

#### 26. Event:

- a) sudden illness or accident - in Medical Assistance Insurance and Medical Expenses and Assistance;
- b) accident - in Personal Accident Insurance;
- c) loss, destruction or damage - in Luggage Insurance, Sports Equipment Insurance;
- d) death - in Travel Accident Insurance

### A. INSURANCE OF COSTS OF MEDICAL TREATMENT AND ASSISTANCE

#### § 4 SUBJECT AND SCOPE OF INSURANCE

1. The insurance covers the arranging and covering the necessary costs of treatment and Assistance in relation to the consequences of sudden illness or accident covered by the travel insurance, required to restore the Insured's health to the condition enabling its return or transport to Poland or to the country of permanent residence, or enabling it to continue the scheduled travel. Services associated with the costs of treatment and Assistance shall be the following:

| Arranging and covering the costs of necessary services (up to the sum insured and limits of costs of treatment and Assistance) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Medical Expenses and Medical Assistance</b>                                                                                 | treatment: <ul style="list-style-type: none"> <li>- hospital treatment</li> <li>- outpatient treatment</li> <li>- dental treatment up to an amount of PLN 2000</li> <li>- doctor visits and medical consults</li> <li>- medication, orthopaedic and auxiliary devices, infusion fluids and dressings</li> <li>- daily phone information service of the Emergency Centre</li> <li>- repair or purchase of glasses and repair of prostheses up to an amount of PLN 2000</li> </ul>                                                                                                                                                                               |
| <b>Care Assistance</b>                                                                                                         | <ul style="list-style-type: none"> <li>- contact and teleconference with a relative</li> <li>- disclosing information</li> <li>- sending necessary personal effects</li> <li>- Insured's stay in a hotel inclusive of meals, when the transport cannot take place immediately after the end of the treatment</li> <li>- transport and stay of one accompanying person</li> <li>- care of minor children or dependants left without care of an adult during a travel or in the place of residence in Poland, or during a different travel</li> <li>- care of domestic animals accompanying the Insured during a travel left without care of an adult</li> </ul> |

| Organizacja i pokrycie kosztów niezbędnych usług (w granicach sumy ubezpieczenia i limitów kosztów leczenia i Assistance)      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Arranging and covering the costs of necessary services (up to the sum insured and limits of costs of treatment and Assistance) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Assistance Transport</b>                                                                                                    | <ul style="list-style-type: none"> <li>- transport from the place of the accident to the nearest medical facility or medical facility indicated by the Emergency Centre</li> <li>- transport to another medical facility abroad, if the Insured's health condition so requires</li> <li>- transport of the Insured to the accommodation after the end of treatment</li> <li>- return transport to the place of residence, if the Insured's health condition so requires, and the return by the planned means of transport and at the planned time is impossible</li> <li>- return transport of minor children or dependants left without care of an adult</li> <li>- if the Insured deceases cremation, transport of the body or urn containing the ashes to the country of residence or a funeral abroad</li> </ul> |
| <b>Mountain and maritime rescue</b>                                                                                            | <ul style="list-style-type: none"> <li>- search carried out by specialist rescue service</li> <li>- on-site medical assistance</li> <li>- air or maritime transport from the place of event to the nearest medical facility</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Help in translation</b>                                                                                                     | service performed by the Emergency Centre at the request of the Insured, where due to a language barrier the Insured need help in contacting a physician or another medical facility employee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Onward travel</b>                                                                                                           | transport of the Insured from the place of treatment to the next travel destination, if the Insured's health condition has improved, authorised by the attending physician or the Emergency Centre physician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Substitute driver</b>                                                                                                       | hiring a driver, who takes the Insured and accompanying persons by their car from the place of stay to Poland or to the Insured's country of residence. The service is arranged if as a result of a sudden illness or an accident covered by the insurance the Insured's health condition prevents it from driving a car, by which it previously travelled, and none of the accompanying persons can drive the vehicle. If the Insured returns back by another means of transport, the Emergency Centre arranges and covers the costs of brining the car back to Poland or to the country of residence. The costs of arranging the substitute driver include only the costs of hiring the driver and its participation in the journey                                                                                |
| <b>Substitute in a business trip</b>                                                                                           | travel of an employee delegated by the Customer to replace the Insured, who is the Customer's employee on a business trip, if the Insured is not capable of working, which is confirmed by the attending physician and the return journey of the Insured to Poland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

2. ERGO Hestia covers, up to the sum insured, the documented costs of treatment and immediate Assistance aid:

- incurred during travel and authorized by the Emergency Centre in advance, whereas when total costs do not exceed PLN 2000 the authorization is not required;
- examinations and outpatient treatment, medicine (exclusive of vitamins, supporting substances, nutrients, ointments and beauty creams), orthopaedic and auxiliary products, infusion fluids and dressings prescribed by the attending physician and approved by the physician of the Emergency Centre;
- hospital stay, i.e. treatment, procedures and surgeries, which due to the health conditions, could not have been postponed until the return or transport, including medical transport to Poland or to the country of residence. The Emergency Centre chooses the hospital, which is the most suitable on account of the Insured's health condition, arranges the transport to the hospital by sanitary means of transport, informs the hospital about the payment terms and remains in constant contact with the hospital;
- repair or purchase of glasses, and repair of prosthesis immediately after the accident, in case when damage is directly related to personal accident.

3. ERGO Hestia arranges and covers the costs of medical transport and the transport of a physician from the nearest medical facility to the Insured's accommodation, if that is necessary due to the Insured's health condition.

4. The transport of the Insured shall be carried out with the means of transport adapted to their health condition. The necessity, date and method of transporting the Insured are determined by the Emergency Centre having consulted the physician who treated the Insured abroad. If the Insured does not consent to transport regarded as acceptable by the Emergency Centre or the attending physician, ERGO Hestia shall return the costs of services, subject to provisions of section 8. in order to continue the treatment in Poland or in the country of residence.

5. Assistance services are arranged by the Emergency Centre, which determined the optimal means of transport, accommodation and other services taking into consideration their cost, time and availability.

6. If the Emergency Centre could not arrange the service covered by the insurance for the Insured, ERGO Hestia shall reimburse for costs actually incurred by the Insured, not exceeding the sum insured, and subject to limits set for particular services.

7. The obligation referred to in section 2 item a) shall not apply in the event of imminent danger to the Insured's life.

8. If the Insured fails to agree the costs of services and benefits with the Emergency Centre, he/she shall receive the refund in the amount equal to the costs that ERGO Hestia would have incurred if the Emergency Centre had arranged the services and benefits. ERGO Hestia may also verify whether the performance of medical service and the costs incurred for such service were consistent with the scope of insurance and required from the medical points of view.

## § 6 EXCLUSION OF LIABILITY

1. ERGO Hestia shall not be liable for the costs of treatment and the costs of Assistance services which occurred:

- a) as a result of self-inflicted injury or suicide;
- b) as a result of driving without licence required under the provisions of laws of the state where the event occurred, if it affected the occurrence of loss;
- c) as a result of playing extreme sports in order to earn money;

## § 5 TRAVEL ASSISTANCE SERVICES

Assistance insurance covers the following assistance services:

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Extension of protection by 48 hours</b> | <p>The Hestia Travel Insurance period may be extended by 48 hours without the requirement to pay additional premium, if the return of the Insured to the territory of Poland or to the country of residence of the Insured is delayed for unforeseen reasons not attributable to the Insured, such as:</p> <ul style="list-style-type: none"> <li>a) failure of a means of transport or accident in the land, water or air traffic.</li> <li>b) cancellation or delay of a public means of transport due to bad weather conditions;</li> <li>c) fortuitous event.</li> </ul> <p>The condition for the payment of benefit by ERGO Hestia in the extended insurance period in emergency situations shall be documenting by the Insured that the above-said events did actually occur.</p> <p>If the reason for extending the coverage is the consequence of sudden illness or accident of the Insured or an accompanying person, and their condition does not allow for their return to the place of residence or for continuation of the travel, ERGO Hestia provides insurance coverage until they return back to the place of residence or they are able to continue the travel.</p>                                                                                                               |
| <b>Transport delays</b>                    | <p>In the event of a documented delay of the departure of a regular flight, a train, a coach or a ferry, by at least 5 hours during the travel, ERGO Hestia shall reimburse for the verified costs of the necessary and justified expenses (food, accommodation), which have not been covered by the carrier on the basis of the receipts. The Insured is obliged to obtain a written confirmation of the delay of the mean of transport by the carrier with indication of the number of delayed hours.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Real property insurance</b>             | <p>The Emergency Centre shall arrange and cover the costs of necessary and justified actions taken to secure real property in Poland in the case of a fortuitous event or burglary that result in the damage to or destruction of the real property.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Trip interruption</b>                   | <p>The Emergency Centre shall arrange and cover the costs of return journey of the Insured to Poland or to the country of residence in the event of:</p> <ul style="list-style-type: none"> <li>a) sudden illness or accident the consequences of which pose a threat to the life of a relative, required the presence of and constant care provided by the Insured;</li> <li>b) death of a relative;</li> <li>c) occurrence of a fortuitous event that results in the damage to the place of residence of the Insured and in the need to take legal and administrative actions in this regard;</li> <li>d) occurrence of damage as a result of fortuitous events, burglary or robbery in the property of the Insured or in the premises where Insured conducts his/her business activity, provided that the event occurred in Poland or the Insured's country of residence.</li> </ul> <p>Costs covered by ERGO Hestia include the costs of the 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, whereby the return transport could not be effected by a planned means of transport, after their approval by the Emergency Centre.</p> |
| <b>Legal aid</b>                           | <p>The Emergency Centre arranges and covers the costs of legal aid, legal representation and translator, and ensures the intermediation in providing the bail if the Insured, while being outside Poland or the country of residence, breaches the local laws. The legal aid shall not be granted where it is related to the work performed by the Insured or business activity conducted thereby.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

- d) as a result of AIDS or HIV infection;
  - e) in connection with childbirth, unless it occurred before the 32nd week of pregnancy;
  - f) in connection with a 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;
  - g) as a result of the Insured's participation in competitions of any motor vehicles, including any type of test drives;
  - h) as a result of the Insured being in the state of alcohol intoxication or under the influence of narcotics or other intoxicants or 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 covered by the insurance;
  - i) outside the period of insurance;
  - j) as a result of failure to apply to recommendations of physician responsible for treatment in Poland, a country of residence or during travel or of the Emergency Centre;
  - k) treatment carried out by a physician who is a family member of the Insured;
  - l) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as a part of immediate, necessary medical assistance;
  - m) as a result of committing or an attempt to commit an offence by the Insured.
2. Moreover ERGO Hestia shall not be liable:
- a) if there were medical contraindications on account of the health of the Insured to travel abroad or if before the travel there was a need to carry out a surgical procedure or to undergo hospital treatment, about which the Insured was informed by the physician;
  - b) for costs and services exceeding the scope necessary to restore the health of the Insured, enabling the continuation of travel, return or transport to the place of residence or to a medical facility in Poland or in the country of Insured's residence;
  - c) if, according to the attending physician, the treatment may be delayed until the Insured returns to Poland or to the country of residence of the Insured;
  - d) if the reason for the travel was the treatment or continuation of treatment started before the travel.

## B. PERSONAL ACCIDENT INSURANCE

### § 7 SUBJECT AND SCOPE OF INSURANCE

1. The subject of the insurance covers personal accidents that happen while the Insured was travelling.
2. If a personal accident happens during liability, period ERGO Hestia pays out and arranges the benefits specified in the table:

| Insurance event                                                                                 | Benefit                                                            |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Permanent disablement</b>                                                                    | <b>Amount of benefit for each % of permanent disablement</b>       |
| up to 20%                                                                                       | 1% of the sum insured                                              |
| 21-50%                                                                                          | 1,5% of the sum insured                                            |
| 51-99%                                                                                          | 2% of the sum insured                                              |
| 100%                                                                                            | payment of benefit in the amount of 200% of the sum insured        |
| <b>Death of the Insured</b>                                                                     | <b>payment of benefit in the amount of 100% of the sum insured</b> |
| <b>Rehabilitation in Poland</b>                                                                 | <b>Benefits limit under the insurance contract</b>                 |
| <b>Arrangement and coverage of costs</b>                                                        |                                                                    |
| Insured's visit in rehabilitation facility                                                      | 4 visits                                                           |
| renting of rehabilitation equipment                                                             | 2 times                                                            |
| private lessons for a child, who cannot attend classes for more than 7 days due to the accident | 4 visits                                                           |
| <b>Arrangement</b>                                                                              |                                                                    |
| examinations and outpatient procedures                                                          | 2 times                                                            |
| domestic help                                                                                   | 2 times                                                            |
| care for children and dependants                                                                | 2 times                                                            |

## § 8 DETERMINING THE AMOUNT OF BENEFITS

1. ERGO Hestia shall pay the benefit for death, only if it occurred within a year from the date of accident.
2. The determination of causal relationship and the amount of permanent disablement shall be done based on proofs and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to organ or system, the function of which were damaged before the accident, the disablement degree shall be determined as the difference between the disablement before and after the accident.
4. If the Insured suffers several disablements, ERGO Hestia pays out the benefits for all disablements covered by insurance up to the amount of the sum insured.
5. The condition for arranging and covering the costs of benefits by ERGO Hestia in relation to rehabilitation in Poland shall be the occurrence of an accident during the Insured's travel that requires the continuation of medical treatment in the territory of Poland.
6. The services of Insured's rehabilitation in Poland listed in table in § 7 section 2, are performed for a period no longer than a year from the date of accident.
7. The services of rehabilitation in Poland are arranged exclusively by the Emergency Centre.
8. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to justify the claims.

## § 9 EXCLUSION OF LIABILITY

The personal accident insurance does not cover the instances listed in § 6 and:

- a) damage to intervertebral disc and its consequences;
- b) death and disablements being the consequence of improper treatment or improperly performed surgical procedures, with the exception that the insurance coverage exists if the treatment or the procedures were the consequence of an accident covered by insurance;
- c) effects of accidents being the consequence of or arising in connection with any disease;
- d) infections, except for Insured's infections caused by a micro-organism as a result of injuries suffered in a personal accident covered by the insurance;

## § 10 PERSONS ENTITLED TO BENEFITS

1. Benefit for permanent disablement shall be paid to the Insured.
2. Payment for death of the Insured shall be made to an eligible person, subject to the provisions of section 3.
3. A person who intentionally contributed to the death of the Insured shall not be entitled to the benefits for death.
4. If by the time of death of the Insured, the Insured failed to indicate the person entitled to receive the benefit, it is granted to family members of the deceased in the following order:
  - a) to the spouse — in full,
  - b) children — in equal parts,
  - c) parents — in equal parts,
  - d) other heirs of the deceased — in equal parts.

## § 11 OBLIGATIONS OF THE INSURED

1. As regards the insurance of costs of medical treatment and Assistance or personal accidents insurance, when the event occurs the Insured shall:
  - a) undergo treatment and follow recommendations in order to mitigate the effects of a sudden illness or an accident;
  - b) undergo examination carried out by physicians or undergo possible clinical monitoring;
  - c) release physicians, public and private health care establishments and Social Insurance Institution (ZUS), to the extent necessary to investigate the claim, from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
2. If the Insured incurred expenses or obtained the consent of the Emergency Centre for the reimbursement for the costs of treatment after returning from the travel, the Insured shall provide ERGO Hestia with documents to support the review of the request for the reimbursement for the costs, including:
  - a) certificate or medical diagnosis and other documents indicating reasons and the extent of medical assistance,
  - b) receipts and proofs of payment;
  - c) detailed description of circumstances of the accident.

## C. THIRD-PARTY LIABILITY INSURANCE IN PRIVATE LIFE

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## § 12 SCOPE AND SUBJECT OF INSURANCE

1. The insurance covers the third party liability for damage to property or for bodily injury caused to third parties by the Insured, in the course of activities of private life during travel, being the consequence of events that took place during the insurance period.
2. Activities of private life shall mean in particular:
  - a) care of minor children;
  - b) possession and use of property, including the property used by the Insured under the rental, tenancy, loan, lease contracts or other similar legal relationship;
  - c) care of domestic animals of the Insured taken for the travel;
  - d) practising recreational sports.
3. All losses that are the result of the same event or result from the same cause, regardless of the number of aggrieved parties, are considered to be formed on the same date.
4. ERGO Hestia shall also cover, within the sum insured, the necessary costs of:
  - 1) fee of the appraiser appointed upon written consent of ERGO Hestia in order to determine the circumstances of the accident, reasons and extent of loss, up to 20% of the sum insured at maximum;
  - 2) judicial defense, if criminal proceedings are initiated against the Insured, provided that ERGO Hestia expressed a written consent to cover such costs, up to 20% of the sum insured at maximum;
  - 3) necessary actions taken by the Insured after an accident in order to reduce the extent of loss.

## § 13 EXCLUSIONS OF LIABILITY

1. Insurance does not cover liability for injury, loss or damage
  - a) for which the person covered by insurance is responsible, as they

have contractually assumed liability of a third party, or expanded the scope of their liability under generally applicable provisions of law;

- b) caused to relatives of the people covered by insurance or people employed by them;
  - c) involving the occurrence of financial loss unrelated to damage to property or bodily injury;
  - d) related to the infringement of copyrights, patents, trademarks and trade names;
  - e) occurring in monetary value, documents, plans, archives, stamp collections, coin collections, antiques, works of art and collections;
  - f) resulting from the transmission of infectious diseases, the existence of which the person covered by insurance knew or on the best effort basis could learn this information;
  - g) being the consequence of a systematic (i.e. regular and repetitive) influence of noise, vibration, temperature, water, weather conditions;
  - h) covered under geological and mining laws;
  - i) caused by emission, leaking or other form of penetrating the air, water or soil by hazardous substances;
  - j) caused by subsidence, landslides, flooding by standing or flowing water, as well as the withdrawal of liquid in sewer systems;
  - k) arising in connection with the construction of houses, apartments, outbuilding and buildings forming the garden architecture, if the permit was required to carry out these works;
  - l) caused by animals other than domestic animals;
  - m) resulting from the possession or use of any motor vehicles or aircraft;
  - n) covered by obligatory third-party liability insurance policies which are required of the Insured;
2. The insurance does not cover loss in any vessels, with the exceptions of boards for all types of surfing, canoes, paddle boats and rowing boats.
3. Insurance does not cover tickets, fines and administrative or legal penalties and other pecuniary penalties.
4. ERGO Hestia shall pay due compensation to the aggrieved party in accordance with the rules of third party liability of a person covered by the insurance.
5. ERGO Hestia shall have the right to pay compensation up to the limit of the sum insured, which can satisfy claims arising out of the event, releasing itself from the obligation to continue to defend and incur other costs.

#### § 14 OBLIGATIONS OF THE INSURED

As regards the third-party liability insurance in private life the Insured shall:

- a) refrain from activities aimed at the satisfaction of the aggrieved party, acceptance of claims or reaching a settlement, until a written approval is received from ERGO Hestia;
- b) immediately upon becoming aware, notify ERGO Hestia about the that criminal proceedings were initiated against the person who caused the event, or if the aggrieved party pursues claims for compensation in court;
- c) provide ERGO Hestia with a court decision with the statement of reasons within a period enabling ERGO Hestia to make a statement with regard to lodging an appeal, that is not later than within 10 days before the expiry of the deadline for lodging

an appeal.

#### D. LUGGAGE INSURANCE

##### § 15 SUBJECT AND SCOPE OF INSURANCE

1. Insurance covers the loss, destruction or damage to luggage under circumstanced covered by the insurance and as a result of events specified in the table below:

| Circumstances of coverage                                                                                                                     | Causes of events                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Direct care of the Insured                                                                                                                    | - robbery<br>- fortuitous events                         |
| Loss of possibility to take direct care by the Insured or the accompanying person as a result of accident or sudden illness.                  | - robbery<br>- theft<br>- loosing<br>- fortuitous events |
| Entrusting to a professional carrier on the basis of appropriate freight documents<br>Handing over against receipt to the left luggage office | - loosing<br>- burglary                                  |

| Circumstances of coverage                                                                                                                                                                                                                                                                                   | Causes of events                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leaving:<br>- in premises closed on multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents)<br>- in trunk of a motor vehicle closed on lock or trailer or cabin on a vessel closed on lock, provided that it was not visible from outside | - burglary<br>- fortuitous events                                                                                                                                                                                                                                  |
| Transporting in a vehicle and on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to its construction at the moment of damage. Including also damage to racks and external cargo carriers.                                                             | - collision of vehicles<br>- damage caused by the sudden pressure of mechanical force at the time of contact of the vehicle with people, animals or objects outside the vehicle<br>- sudden influence of thermal or chemical agent from the outside of the vehicle |

2. Moreover under the luggage insurance the Emergency Centre shall also cover the costs of and arrange assistance in the following scope and events:

|                                           |                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Delayed luggage delivery</b>           | In the case of a documented delay of in the delivery of luggage, exceeding 5 hours, attributable to the licensed carrier, to the place of stay of the Insured ERGO Hestia shall cover the costs of expenses incurred by the Insured for the purchase of essentials (hygiene products, clothes, shoes) required for travelling. The costs shall be covered on the basis of original receipts. |
| <b>Loss of means of payment</b>           | In the case of theft, damage to or destruction of means of payment held by the Insured during the travel the Emergency Centre shall arrange the assistance in contacting the Insured's Bank or relatives, who may provide the Insured with means of payment for further travel.                                                                                                              |
| <b>Loss of documents</b>                  | In the case of loss, damage to or destruction of documents held by the Insured and required for travelling the Emergency Centre shall provide assistance and any information about actions that need to be taken to receive replacement documents.                                                                                                                                           |
| <b>Sending necessary personal effects</b> | At the request of the Insured the Emergency Centre shall arrange and cover the costs of sending the personal effects required in order to continue the travel by the Insured, lost, damaged or destroyed as a result of events mentioned in section 1.                                                                                                                                       |

## § 16 DETERMINING THE AMOUNT OF COMPENSATION

1. The amount of compensation is determined in the event of:

- loss of luggage - as per the value of the item less the wear and tear on account of age, determined as at the date of determining the compensation;
- damage to the luggage - as per the costs of repair or if the repair is impossible, as per the costs of purchase or production of a new item of the same or a comparable brand, type and class, taking into consideration arithmetical average of price applicable in Poland as at the date of damage.

## § 17 EXCLUSIONS OF LIABILITY

1. The insurance shall not cover losses constituting only in damage to or destruction of luggage containers i.e. suitcases, trunks, backpacks.

2. The insurance shall not cover damage and destruction being the consequence of:

- wear and tear of, damage to or destruction of luggage element due to its use and defects, as well as spill of liquid, fat, dyes, lacquers or corrosive substances placed in the insured luggage;
- fragile items, clay, glass articles, ceramics, porcelain, marble;
- losses and damage caused by a relative.

3. ERGO Hestia shall not be held liable for losses caused by robbery, the occurrence of which was not immediately reported by the Insured to the police in the country, where the event occurred, unless for reasons beyond the control of the Insured it is impossible to fulfil this obligation; in such a case, the Insured is obliged to report the event immediately after the termination of the obstacles preventing it.

4. The insurance shall not cover:

- cash values, pieces of art, collections, antiques;
- medications;
- property acquired for resale;
- property used for the purposes of commercial, service or production activity, apart from property purchased by the Insured, who is a sole trader, and property lent to the Insured by their employer;
- goods and items the number or range of which indicate their commercial designation;
- fixed electronic equipment, software, disks, data carriers;
- sports equipment.

## E. SPORTS EQUIPMENT INSURANCE

### § 18 SUBJECT AND SCOPE OF INSURANCE

1. Insurance covers the loss of, destruction of or damage to sports equipment under circumstances covered by the insurance and as a result of events specified in the table in § 15 section 1, as well as during practising the sports while travel, if the damage to or destruction of the equipment was caused by a documented accident covered under the insurance.

2. Moreover under the sports equipment insurance ERGO Hestia shall cover the costs of:

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Renting of sports equipment</b> | <ul style="list-style-type: none"> <li>if the Insured was deprived of the possibility of using the insured sports equipment as a result of events indicated in § 15 section 1;</li> <li>if the delivery of sports equipment to the place of destination was delayed by at least 24 hours by a professional carrier to whom the equipment was entrusted under a relevant freight document.</li> </ul> <p>ERGO Hestia shall reimburse for the costs of renting sports equipment for the period not longer than 7 days based on receipts, up to the amount of PLN 500.</p> |
| <b>Pass and sports school</b>      | <ul style="list-style-type: none"> <li>if the Insured lost the possibility of using them as a result of an accident or sudden illness covered by the insurance.</li> </ul> <p>ERGO Hestia shall reimburse for the costs of unused pass or costs of sports school for the period equal to the number of full unused days, up to the amount of PLN 500, based on receipts and pass.</p>                                                                                                                                                                                   |

## § 19 DETERMINING THE AMOUNT OF COMPENSATION

2. The amount of compensation is determined in the event of:

- a) loss of sports equipment - as per the value of the item less the wear and tear on account of age, determined as at the date of determining the compensation;
- b) damage to the sports equipment- as per the costs of repair or if the repair is impossible, as per the costs of purchase or production of a new item of the same or a comparable brand, type and class, taking into consideration arithmetical average of price applicable in Poland as at the date of damage.

## § 20 EXCLUSIONS OF LIABILITY

1. ERGO Hestia shall not be held liable for losses caused by robbery, the occurrence of which was not immediately reported by the Insured to the police in the country, where the event occurred, unless for reasons beyond the control of the Insured it is impossible to fulfil this obligation;

in such a case, the Insured is obliged to report the event immediately after the termination of the obstacles preventing it.

2. Ergo Hestia shall not be liable for loss of or damage to sports equipment:

- a) caused by using equipment not in accordance with its intended purpose;
- b) consisting in the loss of the value or aesthetic values of the equipment, which do not prevent the possibility of further using the equipment in accordance with intended purpose;
- c) being the consequence of wear and tear of the equipment;
- d) rented, borrowed by the Insured or entrusted thereto;
- e) consisting only in damage to or destruction of sports equipment, unless such damage or destruction is caused by an accident covered by the insurance.

## § 21 OBLIGATIONS OF THE INSURED

The Insured under Luggage insurance and Sports equipment insurance shall:

- a) immediately report to the police unit in the country where the event occurred any damage caused as a result of an offence or a minor offence by submitting a list of lost or damaged items with their values and obtained a written confirmation of reporting the loss or damage;
- b) immediately report to a relevant carrier, storage or administration service any damage to luggage or sports equipment entrusted for carriage or storage and obtained a written confirmation of reporting the damage;
- c) provide ERGO Hestia with a proof confirming the occurrence of the event covered by the insurance, which affected the circumstances of loss occurrence;
- d) in the case of a luggage delay, the Insured is obliged to report this fact to the carrier and obtain a document from him confirming the delay and the time of delivery by the carrier of the luggage to destination or the place of residence of the Insured.

## F. COMMON PROVISIONS

### § 22 GENERAL EXCLUSIONS

1. Subject to the provisions of section 2 and 3, ERGO Hestia shall not be held liable for:

- a) for losses caused intentionally by the Insured or a person with whom the Insured is running a household;
- b) for events caused by acts of war, martial law, state of emergency, riots, revolts, civil unrest, strikes, lockouts and sabotage, as well as confiscation, nationalization, requisition or detention of property by the authorities and events resulting from the nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields;
- c) for loss caused by landslides, subsidence, earthquakes, falling trees or masts, resulting from human activities;
- e) damage to property of value lower than PLN 100.

2. The exclusions mentioned in section 1 item a) and b) do not apply to Personal Accident Insurance and Costs of medical treatment and Assistance.

3. Exclusion of losses caused due to gross negligence do not apply to Personal Liability Insurance in private life.

4. Insurance coverage does not comprise damage to property, which became the possession of the Insured or their relatives as a result of an offence.

5. ERGO Hestia is not liable for losses resulting from losses caused by or being the consequence of practicing hazardous professions, practicing sports disciplines not listed in Appendix No. 1 to the General Terms and Conditions of Insurance as well as competitive practicing of extreme and sports (listed in Appendix No. 1 to the General Terms and Conditions of Insurance).

6. If the insurance coverage has not been extended by paying an additional premium, ERGO Hestia shall not be liable for losses resulting from:

- a) practicing risky and extreme sports;
- b) competitive practicing recreational and risky sports;
- c) practicing high-risk professions;
- d) terrorism;
- e) chronic diseases.

7. If the scope of insurance is extended to include terrorism the liability of ERGO Hestia ceased after the lapse of 5 days starting from the date of the sudden occurrence in a given country of first acts of terrorism, unexpected war, acts of war, martial law, state of emergency, riots, revolts, civil unrest, strikes, lockouts, that occurred in the territory of a given country. ERGO Hestia is not liable for losses, if within 90 days before the commencement of the insurance protection acts of terrorism, unexpected war, acts of war, martial law, state of emergency, riots, revolts, civil unrest, strikes, lockouts occurred in the territory of a given country.

### § 23 SUM INSURED

1. The sum insured shall be the liability cap of Ergo Hestia, both in relation to one and to all the events that occur during the period of the insurance contract.

2. After payment of compensation, sum insured shall be reduced by the amount of compensation paid. If the sum insured is exhausted, the insurance contract is terminated with respect to the given insurance.

#### **§ 24 INSURANCE PREMIUM**

1. The amount of the premium shall be determined on the basis of ERGO Hestia's tariff in force on the date of conclusion of the insurance contract.
2. The amount of premium depends on:
  - a) insurance period and variant;
  - b) age of the Insured;
  - c) number of Insured persons;
  - d) selected extension of coverage;
  - e) form of insurance contract.
3. The dates of premium payments and its amount is determined in the insurance contract.

#### **§ 25 INSURANCE CONTRACT**

1. The insurance contract is concluded based on the General Terms and Conditions of Insurance and at the Customer's request.
2. The insurance contracts may be concluded with natural persons, legal persons or organizational units without legal personality.
3. The insurance contract may be in an individual or group form.

#### **§ 26 INDIVIDUAL FORM**

1. The insurance contract may be concluded in the following individual form, meaning an insurance contract for a least one insured person or more insured persons, within the scope of which each person may have a difference coverage, under the same insurance option.
2. On account of the coverage period there are two types of insurance contracts:
  - a) short-term, for a definite period indicated by the Customer;
  - b) annual, for often shot travels, for private and business purposes.The coverage is then valid for the first 40 days of each travel of the Insured, which started in the insurance period, however not longer than until the end of the duration of the insurance contract. The condition for payment the insurance benefits is documenting the date on which the Insured crossed the borders of Poland or the country of residence.

#### **§ 27 GROUP FORM**

1. The insurance contract may be concluded in a group form meaning a group of minimum 8 insured persons, where all insured persons within the scope of one insurance contract have the same coverage.
2. On account of the coverage period there are two types of group insurance contracts:
  - a) short-term, for a definite period indicated by the Customer;
  - b) annual, in an open form (an open insurance contract with a declared number of persons).

#### **§ 28 INSURANCE CONTRACT CONCLUDED IN AN OPEN FORM**

1. In the case of repeated travels abroad during a year an employer, ordering party or another entity at whose request a person leaves, or a travel agency that sends their customers abroad on a regular basis may enter into an insurance contract on their behalf in the so-called open form (insurance contract concluded for a year, where Insured are subject to coverage in difference coverage periods), and the premium is calculated on the basis of a declared number of persons.
2. The insurance contract in a revolving form is applied in the case of group insurance contracts entered into by work establishments or travel agencies, if on the date of insurance contract conclusion the number of persons to be covered by the insurance and the number of days on which the coverage is to be valid in respect of such persons is not known.
3. The insurance contract is concluded for a year, and the actual settlement in respect of the number of Insured and the coverage validity days for such Insured is made on the basis of list of persons who enjoy the coverage during the insurance period sent by the Customer.
4. Special terms and conditions (appendix to the policy) should be attached to the policy confirming the conclusion of the insurance contract specifying the manner of reporting and settling in respect of the insurance contract.
5. The Customer shall:
  - a) keep records of Insured persons and date of their travels and provide such records to ERGO Hestia at each and every request;
  - b) each time prepare a list of Insured person specifying the travel start and end date and provide the list to ERGO Hestia on the departure day of the Insured at the latest or on a day specified in the special terms and conditions;
  - c) provide the Insured confirmation of insurance contract conclusion with policy number and telephone number to the Emergency Centre;
  - d) notify the Insured about their rights and obligations provided for in the insurance contract;
  - e) at the request of ERGO Hestia, at any time during the coverage period, immediately provide ERGO Hestia with information about any travel abroad of an insured person that ERGO Hestia enquires about;
  - f) at the request of ERGO Hestia, at any time during the coverage period, show an insurance document along with insurance premium payment proof.
6. Personalized lists of persons constitute the grounds for determining the premium due for the insurance.
7. The premium due for each insurance contract is calculated as a product of premium for a man-day and the number of coverage days granted to the Insured.
8. The premium shall be paid in instalments, whereas the first instalment is paid on the insurance contract conclusion date, subsequent instalments are payable in accordance with the special terms and conditions of the insurance contract (Appendix to the policy).
9. Subsequent premium instalments are payable starting from the month or quarter, in which premium calculated as per item 7) exceeds the amount of the first premium instalment provided for in the insurance contract and in amounts not covered by the first premium instalment indicated in the insurance contract.

10. If the last day of the coverage period specified in the insurance contract the premium calculated for actual number of Insureds and coverage days used thereby is accordance with item 7) is lower than the first premium instalment indicated in the insurance contract, the difference between the premium paid and the premium due is refunded to the Customer.

11. The Customer is obliged to pay the premium for the declared number of man-days specified in the insurance contract.

12. The list of persons are delivered by the Customer to an agent that entered into the insurance contract by electronic means.

## **§ 29 CONCLUDING THE INSURANCE CONTRACT ON BEHALF OF SOMEONE ELSE**

1. The Customer may enter into a insurance contract on someone else's account (on the account of the Insured).

2. ERGO Hestia may request a premium only from the Customer, but it may raise the allegation affecting its liability also against the Insured.

3. The Insured has the right to request a due payment directly from ERGO Hestia, unless the Parties agreed otherwise. Such an arrangement cannot be made, if the event has already occurred.

4. The Insured may request ERGO Hestia to provide them with information about the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance insofar as it refers to their rights and obligations.

5. If the insurance contract is concluded on someone else's account, the Policyholder undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents to pay for a premium, the Policyholder shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of General Terms and Conditions of Insurance in writing. The Policyholder shall provide the document comprising such confirmation to ERGO Hestia.

## **§ 30 INSURANCE PERIOD AND INDEMNITY PERIOD**

1. Liability of ERGO Hestia starts on the date and time specified in the insurance contract as the commencement of the insurance period, provided that the premium is paid on the date specified in the contract, not later than on the date of the commencement of the insurance coverage.

3. Liability of ERGO Hestia is limited to the end of insurance period, unless the insurance contract is terminated earlier.

4. Insurance contract may be concluded for a period of one year, as well as for less than one year (short-term contract).

5. If payment is made via a bank transfer or postal order, the payment date is 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. Otherwise the date of payment shall be the date of crediting the account of ERGO Hestia with the right amount.

## **§ 31 CLAIM PROCEDURE**

1. The Insured is obliged to notify the Emergency Centre about the event immediately after it occurred or upon learning about it.

2. The obligations of the Insured comprise:

a) obtaining the approval from the Emergency Centre of costs exceeding PLN 2000;

b) providing ERGO Hestia with documentation necessary to investigate claim listed by ERGO Hestia in the notification sent to the applicant or notifying ERGO Hestia immediately about inability to provide such documentation;

c) informing the local Police immediately about every event which could occur as a result of a crime or offence and making a request for the pursuit of persons responsible for the loss, if possible;

d) adherence to ERGO Hestia recommendations and providing information and authorizations to the extent necessary for the proper claim adjustment.

3. ERGO Hestia shall verify the submitted receipts, cost estimates and other documents and consult experts.

4. If criminal proceedings were initiated against the person who caused the event, or if the aggrieved party pursues claims for compensation in court, the Insured is obliged to notify ERGO Hestia immediately.

5. If the Insured, due to willful misconduct or gross negligence, fails to meet obligations specified in sections 2 and 4 and § 11, § 14 and § 21 ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of loss, determination of causes of event, its circumstances and the amount of compensation and it is connected to the resulting loss.

## **§ 32 PAYMENT OF COMPENSATION**

1. ERGO Hestia pays the compensation or benefit within 30 days from the date of receiving notification about the event.

2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia pays the indisputable part of compensation or benefit within 30 days.

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

## **§ 33 TERMINATION OF THE INSURANCE CONTRACT**

1. If the insurance contract is concluded for a period exceeding 6 months, the Customer shall have the right to withdraw from the insurance contract within 30 days, and if the Customer is an entrepreneur — within 7 days from the date of conclusion of the insurance contract. If ERGO Hestia does not provide the Policyholder, who is a consumer, with information about its right to withdrawal at the latest on the date of conclusion of the contract, the 30-day period shall commence on the date when the Policyholder, who is a consumer, learns about such right.

2. A consumer who concluded a distance insurance contract may withdraw from the contract within 30 days from date of notification about the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39 section 1 of Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed, if the declaration is sent before

the lapse thereof.

3. Such withdrawal does not release the Customer from the payment of premium for the period they were on insurance coverage provided by ERGO Hestia.

4. The Customer may file the withdrawal in a manner determined in § 36.

#### § 34 SUBROGATION

1. The Insured is obliged to secure the possibility to assert claims for damages against persons responsible for the loss.

2. If the Insured waives all or part of their 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, and if the compensation was already paid, it may seek reimbursement of the amount corresponding to the whole or to the part with respect to which the Insured has waived those rights, respectively.

#### § 35 COMPLAINT PROCEDURE

1. The Customer, the Insured or the entitled person under the insurance contract, who is an individual, may raise objections as to the services provided by ERGO Hestia (a complaint):

- 1) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl),
- 2) by calling: 801 107 107 or 58 555 5 555,
- 3) in writing — to the address of the registered office of Sopotkie Towarzystwo Ubezpieczeń ERGO Hestia, ul. Hestii 1, 81-731 Sopot,
- 4) orally or in writing — during a visit at a business unit of Sopotkie Towarzystwo Ubezpieczeń ERGO Hestia SA.

2. Complaints shall be processed by an organisational unit established for this purpose by ERGO Hestia Management Board.

3. A reply to a complaint shall be sent within 30 days from receiving the complaint 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 the investigation of a complaint and reply within the time limit determined above, the reply will be sent within 60 days from the date of its receipt.

5. Persons listed in section 1, in non-standard cases, may refer to the ERGO Hestia's Customer Ombudsman through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl). 6. A person entitled under the insurance contract, which is an individual, may refer the matter to be examined by the Financial Ombudsman.

#### § 36 FINAL PROVISIONS

1. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.

2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office.

3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also by e-mail, text messages, fax or telephone to the addresses and telephone numbers specified in the insurance contract. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer and

together, along with the information about their address and telephone number.

4. Insurance contracts are concluded under the provisions of Polish law.

5. Disputes arising from the insurance contract are heard under the Polish law and claims may be sought before courts competent with respect to their general competence, or courts competent for place of residence or registered office of the Customer, the Insured or the person entitled under the insurance contract. A legal action may also be brought either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to beneficiary under the insurance contract.

6. The parties may decide to refer disputes to arbitration court.

7. General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and apply to the insurance contracts concluded as of this date.

President of  
the Management Board



Piotr Maria Śliwicki

Member of  
Management Board



Adam Roman





## Appendix 1

### 1. Sports

|                                  | Recreational sports                                                                                                                    | Hazardous sports                                                                       | Extreme sports                                                                                             |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|                                  | within the coverage                                                                                                                    | for an additional premium in the extended or full option                               | for an additional premium in the full option                                                               |
| <b>A</b><br><b>B</b><br><b>C</b> | aerobic<br>badminton<br>baseball<br>biathlon<br>blade cross<br>ski runs<br>athletics runs<br>billiard/snooker<br>box aerobic<br>bridge | BMX                                                                                    | aerodium<br>balloon/airship<br>base jumping<br>bobsleighs<br>box<br>capoeira<br>canyoning                  |
| <b>F</b><br><b>G</b>             | fun ball flying disc gymnastics golf<br>golf on snow                                                                                   | artistic gymnastics<br>grass boarding                                                  | American football                                                                                          |
| <b>H</b>                         | hokey on grass                                                                                                                         | hokey on grass<br>hokey on roller-blades<br>riverboarding (in the territory of Europe) | heliboarding<br>heliskiing<br>house running (rap sliding)<br>half pipe                                     |
| <b>J</b>                         | figure skating<br>yoga                                                                                                                 | horse riding<br>snow scooters motor yachts                                             | –                                                                                                          |
| <b>K</b>                         | cycling<br>basketball<br>cricket<br>kyudo<br>bowling                                                                                   | canoeing<br>kite-surfing<br>cycling - cross-country<br>track cycling<br>bodybuilding   | sea kayaking<br>whitewater kayaking<br>karting<br>cycling - marathon<br>cycling - trial<br>mountain biking |
| <b>L</b><br><b>Ł</b>             | athletics (apart from running)<br>archery<br>speed skating                                                                             | lacrosse<br>landkiting                                                                 | hang gliding/ultralight trike<br>aviation - airplane, glider aircraft,<br>helicopter                       |
| <b>M</b>                         | classic marathon<br>hunting<br>walking, walks up to 2,500 m above sea level                                                            | asphalt surfing                                                                        | –                                                                                                          |
| <b>N</b>                         | water skiing<br>nordic walking                                                                                                         | alpine skiing on designated routes diving up to 30 m                                   | alpine skiing outside designated routes (freeride) diving up to 40 m                                       |

|                      | Dyscypliny rekreacyjne                                                                                                                         | Dyscypliny ryzykowne                                                                                                                               | Dyscypliny ekstremalne                                                                                                                                                                                 |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | w zakresie ochrony                                                                                                                             | za opłatą dodatkowej składki<br>w wariancie rozszerzonym i pełnym                                                                                  | za opłatą dodatkowej składki<br>w wariancie pełnym                                                                                                                                                     |
| <b>O<br/>P<br/>Q</b> | football<br>handball<br>volleyball<br>water ball<br>swimming<br>qigong                                                                         | Paintball<br>Parasailing<br>sled dog racing<br>polo                                                                                                | off piste skiing/snowboarding paragliding/<br>motoparagliding                                                                                                                                          |
| <b>R</b>             | darts                                                                                                                                          | –                                                                                                                                                  | rafting<br>rock boardingrocket<br>jumping rugby                                                                                                                                                        |
| <b>S</b>             | springboard jumping jet skis snorkelling<br>motor sports (antique car<br>rallying)<br>squash<br>shooting<br>SUP<br>surfing<br>fencing<br>chess | Sandboarding<br>tobogganing<br>Skeleton<br>Skijoering<br>jumps into water<br>snowboard on designated routes<br>ski bike<br>skateboarding           | Ski mountaineering<br>Ski-touring<br>ski jumps<br>bungee jumping speleology<br>motor sports (not races)<br>parachuting<br>snowboarding outside designated routes<br>(freeride)<br>martial arts         |
| <b>T<br/>U</b>       | dancing<br>technogym<br>tennis<br>table tennis<br>trampofail<br>tae-bo<br>Tai Chi Chuan<br>taiko<br>tambeach<br>floorball                      | trekking up to 5300 m above sea level,<br>excluding the territory of Antarctic, Arctic,<br>Greenland or Alaska<br>classic triathlon<br>trikke skki | tree climbing                                                                                                                                                                                          |
| <b>W<br/>Y</b>       | wakeboarding windsurfing rowing roller<br>skating fishing                                                                                      | climbing on designated routes (without<br>the need to use specialized equipment)<br>up to 5300 above sea level                                     | autogyro mountain climbing up to 5300<br>above sea level, excluding the territory<br>of Antarctic, Arctic, Greenland or Alaska<br>expeditions to jungle, bush, desert,<br>glacial or snow zones, poles |
| <b>Z<br/>Ż</b>       | remotely controlled flying models inland<br>and open sea sailing up to 12 nautical<br>miles of the coast                                       | wrestling<br>open sea sailing (other than high sea<br>sailing)<br>from 12 to 100 nautical miles of the<br>coast<br>sanding                         | ice yachting                                                                                                                                                                                           |

## 2. Competitive sports - possible coverage extension for payment of additional premium

| Recreational sports | Hazardous sports | Extreme sports |
|---------------------|------------------|----------------|
| yes                 | yes              | no             |

## 3. Employment

| Low risk professions                                                                                                                                                                                                                                                    | Increased risk professions                                                                                                                                                                                                                                                                                                                                                                                                                           | Dangerous professions                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| within the coverage                                                                                                                                                                                                                                                     | payment of additional premium                                                                                                                                                                                                                                                                                                                                                                                                                        | excluded from the coverage                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| mental effort, medical personnel, teachers and lecturers, people working in cultural and education establishments, as well as in handicraft or catering, participation in conferences and theoretical trainings, care of children and seniors, domestic stuff, modeling | professions involving physical works, that is: industrial worker, operator or machine and device assembly worker, farmer, gardener, forester, driver, construction and repair worker; performing activities with dangerous tools such as: hammer drill, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and the activities with paints, lacquers, liquid fuels | work in the military formations (except for office work), work in the uniformed services (except for office work), construction works associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater works, fishing, work on ship, in mining industry (workers employed at platforms, mining) as well as stunt, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard |



## Are you travelling abroad?

Are you sick? Did you have an accident? Do you need travel assistance?  
Was your luggage stolen? Did you damage someone else's property or



**Call the Emergency Centre**  
**tel.: +48 58 550 70 12 or email:**

The Emergency Centre will arrange for the medical assistance (non-cash) or assist in determining the closest medical facility, make the travelling arrangements.

Prepare:

- Hestia Travel policy number,
- telephone number,
- data of the aggrieved party (name, date of birth, address), place and circumstances of the event.

If you cannot contact the Emergency Centre, go to the nearest medical establishment to get the necessary medical assistance.

**Important!** Keep the medical documentation together with the diagnosis and the original receipts.

## Did you come back to Poland?

Did you incur costs associated with the medical assistance of a doctor?  
Did you have an accident and need rehabilitation?

**Make a claim**

**Through our website:**



- through an online form available at [www.ergohestia.pl](http://www.ergohestia.pl)
- by email at: [podroze@ergohestia.pl](mailto:podroze@ergohestia.pl)

**or call the Emergency Centre**



- telephone: 58 550 70 12

For the purposes of claim adjustment procedure the following shall be necessary:

- 1) **Medical expenses:** original receipts obtained from the doctor for performed medical assistance, as well as information concerning the scope of the help, diagnosis and the date of examination;
- 2) **Theft, luggage robbery:** a police record together with the list of stolen items and the precise description of the circumstances of the event;
- 3) **Loss of baggage by the carrier:** confirmation of the carriers about the loss in writing.