

ERGO
HESTIA®

Najwyższy standard ochrony

Everything about ERGO 4 insurance



Niniejszy dokument jest tłumaczeniem Ogólnych Warunków Ubezpieczenia na Życie ERGO 4 na język angielski, nie stanowi oferty w rozumieniu art. 66 § 1 Kodeksu cywilnego i ma charakter wyłącznie informacyjny. Umowa ubezpieczenia zawierana jest wyłącznie na podstawie Ogólnych Warunków Ubezpieczenia na Życie ERGO 4 w języku polskim. Językiem, w którym zawierana jest umowa ubezpieczenia jest język polski. W przypadku rozbieżności między wersją dokumentu w języku polskim a niniejszym tłumaczeniem na język angielski wiążąca jest treść dokumentu w języku polskim.

This document is a translation of the General Terms and Conditions of ERGO 4 Life Insurance into English, it does not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code and is for information purposes only. The insurance contract is concluded solely on the basis of the ERGO 4 Life Insurance General Terms and Conditions in Polish. The language in which the insurance contract is concluded is Polish. In the event of any discrepancy between the Polish version of the document and this translation into English, the content of the document in Polish shall prevail.

ERGO Hestia Group

Trustworthiness:

- 30 years on the market
- More than 3 million customers
- We insure 75% of WIG20 companies
- Award for the best insurer for companies

Responsibility:

- Customer spokesperson — a high standard of customer relations
- Victim Support Centre — comprehensive medical, social and professional rehabilitation for the most severely affected people
- The largest number of good practices in the Polish insurance market, reported in the Responsible Business Forum report

Innovation:

- iKonto — an individual insurance account available online
- Visual inspection and claim adjustment during a video call
- #TotalnieZdalnie — quick conclusion of the contract by remote means “with a single click”

Effectiveness:

- Simplified claim settlement paths
- Quick payment of benefits

Offer:

- Product configuration in response to the customer’s individual needs
- Comprehensive offer of individual insurance: health and life, house and apartment, car, travel and sport
- Corporate and SME insurance — we insure 90% of the most profitable companies in Poland and provide insurance coverage to several hundred thousand companies and enterprises

What is iHestia?

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

- You can manage your policies on your own by logging on to ihestia.ergohestia.pl.
- If you need assistance, please contact the Agent. You will get professional support, and your case will be handled during a visit or a phone talk.

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

Service of the concluded contract



Policy editing

Update your personal data.



Payments

Pay a premium.

You can pay the amount due for one policy or for a few policies together.



Change of beneficiary

Change the beneficiary.

At any moment, you may change the persons entitled to benefits in the event of death.



Documents for downloading

Download documents in a digital or printable version.

You can download policies, premium payment confirmation, GTC, as well as acknowledgment of assignment of rights under the insurance contract.



Terms and conditions of the contract

Decide on the terms and conditions of the contract.

In iHestia, you will find proposals for continuation of the contract.

Important!

You can also contact ERGO Hestia by filling in the forms available at www.ergohestia.pl. We will ensure that your question reaches the competent recipient.

General Terms and Conditions of Insurance are also available on www.ergohestia.pl

Information for the consumer concluding the ERGO 4 life insurance contract by remote means

1. The insurance contract is concluded with Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA with its registered office in Sopot, ul. Hestii 1, 81-731 Sopot (hereinafter: “ERGO Hestia”, entered into the register of entrepreneurs of the National Court Register, kept by the District Court Gdańsk-Północ, 8th Commercial Division of the National Court Register under KRS No 0000024807, Tax ID No (NIP) 585-12-45-589, share capital paid in full: PLN 64,000,000, conducting insurance activity on the basis of a permit from the Polish Financial Supervision Authority.
2. The representative of ERGO Hestia, through which the insurance contract is concluded, is the intermediary whose data are contained in the Information on the Insurance Distributor provided to the Policyholder (hereinafter referred to as the “Agent”). The Agent is entered in the register of agents kept by the Polish Financial Supervision Authority, available at <https://rpu.knf.gov.pl>.
3. The essential characteristics of the benefit and its subject-matter are specified in the General Terms and Conditions of ERGO 4 Life Insurance (hereinafter: “GTC”) and the insurance contract confirmed by the policy. ERGO Hestia provides insurance coverage against the events stipulated in the insurance contract. The subject-matter insured is the life of the Insured, and — upon payment of an additional premium — also the health of the Insured or their child. Detailed rules (manner and time) and conditions for the provision of insurance coverage, including exclusions and limitations of ERGO Hestia’s liability and definitions of terms relevant to the scope of the insurance coverage provided, are defined in the GTC.
4. The amount of insurance benefits is defined in the insurance contract confirmed by the policy.
5. The costs of the insurance coverage provided are defined in the GTC and in the insurance contract confirmed by the policy. The amount of the insurance premium and the sum insured is determined by the Policyholder in the request for conclusion of the insurance contract. The premium amount is determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract, and in the event of extension of the insurance coverage, on the basis of the specified insurance tariff in force on the date of renewal of the insurance coverage (on the policy anniversary date). The amount of the premium depends on: the sum insured, the insurance period, the frequency of premium payment, the age of the Insured and the assessment of the level of insurance risk. Information on the insurance premium is given in the offer and is binding until the date indicated in the offer. Fees related to the payment of insurance premiums and taxes shall be borne by the Policyholder.
6. The dates of payment of the insurance premium and its amount are specified in the insurance contract confirmed by the policy. Payment of the first premium shall be made by the date indicated in the policy content. Any subsequent insurance premiums should be paid in advance, in line with the declared form of payment, before the date on which they become due and payable. If a premium payment is made via 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 via a bank transfer, there were enough funds on the Customer’s account; otherwise, the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.
7. In the case of insurance contracts concluded by remote means, the consumer may withdraw from the contract in writing within 30 days of the date of being informed of the conclusion of the insurance contract (receipt of the policy) or from the date of confirmation of the information referred to in Article 39 section 1 of the Act on Consumer Rights, whichever is later. The time limit is considered observed if the declaration is sent before the lapse thereof. In the event of withdrawal from the insurance contract on the terms referred to in the preceding sentence, the insurance contract shall be deemed not to have been concluded, the insurance coverage shall not commence and the premium shall be refunded in full. The Customer may file the withdrawal declaration:
 - 1) using the individual account at ihestia.ergohestia.pl;
 - 2) through an online form available at www.ergohestia.pl;
 - 3) through the ERGO Hestia intermediary;
 - 4) in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia, 81-731 Sopot, ul. Hestii 1.

8. In connection with the use of remote means of communication, the consumer shall bear the cost of charges levied by its remote means of communication operators (the consumer's Internet providers, the consumer's telephone operators, postal charges).
9. The insurance contract is concluded for a definite term, as determined in the insurance contract confirmed by the policy.
10. The Policyholder, the Insured, the beneficiary (the primary or contingent beneficiary) or the authorised person under the insurance contract as well as the person seeking insurance coverage (Customer) may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
 - 1) The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer.
 - a) Complaints may be lodged as follows:
 - i. through an online form available at: www.ergohestia.pl;
 - ii. by calling: 801 107 107 or (58) 555 55 55;
 - iii. in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - iv. orally or in writing, during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA.
 - b) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
 - c) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other durable medium, or by e-mail if so requested by the complainant.
 - d) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. If it is necessary to extend the time limit for replying to a complaint, the Customer shall be notified of it within 30 days.
 - e) In non-standard cases the Customer may refer to ERGO Hestia's Customer Spokesperson through the online form available at: www.ergohestia.pl.
 - f) The Customer may apply for the case to be examined by the Financial Ombudsman (www.rf.gov.pl).
 - 2) The rules for lodging complaints concerning the services provided by a multi-agent, i.e. an Agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to insurance coverage.

Complaints not related to the insurance coverage provided shall be submitted directly to the Agent who provided the insurance distribution services. Complaints shall be handled directly by that Agent. Should ERGO Hestia receive the complaint, ERGO Hestia shall immediately forward the complaint to the Agent and notify the Customer lodging the complaint of this fact.

11. The parties to the insurance contract may refer any disputes arising therefrom to arbitration. Any and all disputes arising out of the insurance contract between the Policyholder, the Insured or any other beneficiary under the insurance contract being an individual and ERGO Hestia may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman — Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.
12. In accordance with the provisions of Article 98 section 2 item 2) of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, in the event of declaring bankruptcy of an insurance company or dismissing a petition for bankruptcy of an insurance company or discontinuation of insolvency proceedings, if the debtor's assets are obviously insufficient to even cover the costs of the insolvency proceedings or in the event of involuntary winding up of the insurance company being ordered, if the claims of the beneficiaries cannot be covered by the assets constituting coverage of technical and insurance provisions, the Insurance Guarantee Fund's tasks shall also include satisfaction of claims of the beneficiaries under life insurance contracts, in the amount of 50% of the claim, up to a sum of not more than the PLN equivalent of EUR 30,000, calculated at the average exchange rate published by

the National Bank of Poland, in force on the date of declaration of bankruptcy, dismissal of the petition for bankruptcy or discontinuation of insolvency proceedings or on the date of involuntary winding up being ordered. The above benefits shall only be paid to natural person who are injured parties or beneficiaries.

13. The language used in ERGO Hestia's relations with the consumer shall be Polish.
14. The governing law for ERGO Hestia's relations with the consumer prior to the conclusion of the contract by remote means and the governing law for the conclusion and performance of the insurance contract shall be the Polish law.
15. A legal action for claims under the insurance contract may be brought either in accordance with the provisions on general jurisdiction or to a court competent for the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the insurance contract, an heir of the Insured or an heir of the beneficiary under the insurance contract.
16. Consumers can use the online dispute resolution system platform (ODR Platform) in accordance with Regulation No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes. The ODR Platform may be used as a source of information and a tool for resolving disputes which may arise between entrepreneurs and consumers. Communication with the ODR Platform is possible via the electronic link at: <http://ec.europa.eu/consumers/odr>. The electronic address at which ERGO Hestia can be contacted is the following form: <https://www.ergohestia.pl/obsługa-online/>.

ERGO 4 Life Insurance

Insurance product information sheet

This document was developed by Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, with its registered office in Sopot, ul. Hestii 1, 81-731 Sopot, entered into the Register of Entrepreneurs maintained by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS No 0000024807, with the share capital fully paid up amounting to PLN 64,000,000, Tax ID No (NIP) 585-12-45-589 (hereinafter: “ERGO Hestia”). ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.

This document contains objective information on the insurance product, as required by Article 8 section 1 of the Act of 15 December 2017 on Insurance Distribution.

The following information concerns the most important characteristics of the product and is not exhaustive. Full information is provided in the General Terms and Conditions of ERGO 4 Life Insurance (code: C-E4-02/20), (hereinafter: “GTC”). The terms used in this document shall have the meanings set out in the GTC.

Type of insurance

Life insurance. The basic insurance is Life Insurance with the sum insured of PLN 1,000. The Policyholder can increase the sum insured by choosing a Life Insurance variant defined in the GTC.

In addition, under the insurance contract, the insurance coverage may be extended by:

- Life insurance in case of an accident;
- Bodily injury caused by an accident;
- Incapacity for work caused by an accident;
- Incapacity for work;
- Critical illness;
- Child’s bodily injury caused by an accident;
- Child’s critical illness;
- Global Doctors insurance.

Person to whom the insurance is addressed

ERGO 4 insurance is addressed to natural persons who:

- seek insurance coverage within the scope of insurance listed in the following table and, at the same time, meet certain age criteria allowing them to be covered by the insurance:

INSURANCE	MINIMUM AGE FOR INSURANCE COVERAGE	MAXIMUM AGE FOR INSURANCE COVERAGE
Life insurance	18 years	70 years
Life insurance in case of an accident	18 years	67 years
Bodily injury caused by an accident	18 years	67 years
Incapacity for work caused by an accident	18 years	59 years
Incapacity for work	18 years	59 years
Critical illness	18 years	64 years
Child’s bodily injury	3 months	17 years

INSURANCE	MINIMUM AGE FOR INSURANCE COVERAGE	MAXIMUM AGE FOR INSURANCE COVERAGE
Child's critical illness	3 months	17 years
Global Doctors insurance for the Insured	18 years	64 years
Global Doctors insurance for the child	3 months	17 years

- accept the GTC, which specify, inter alia, the principles of ERGO Hestia's liability, terms and conditions for extending insurance coverage for subsequent insurance periods (if such an extension applies to the given insurance), definitions of terms and exclusions and limitations of ERGO Hestia's liability.

Subject-matter insured

The subject-matter insured is the life of the Insured and, upon payment of an additional premium, also their health and health of the Child.

- Life insurance and life insurance in case of an accident ensure that beneficiaries receive a one-off benefit — the amount of the benefit will result from the needs of the Insured specified upon conclusion of the insurance contract (e.g. the level of income that the Insured wishes to provide for each person in their family in the event of their death or the amount of debt in the loan agreement);
- Bodily injury or a child's bodily injury caused by an accident provides the Insured or Child with payment of the benefit defined as a percentage of the sum insured indicated in the policy;
- Incapacity for work caused by an accident shall provide the Insured with a one-off benefit in the amount of the sum insured indicated in the policy (the amount of the sum insured results from the amount specified by the Insured upon conclusion of the insurance contract, e.g. the amount of debt in the loan agreement);
- Incapacity for work ensures that the Insured is paid a monthly pension for the period of total incapacity for work (when concluding the insurance contract, the Policyholder specifies for what period such coverage is to be granted and what the amount of the monthly pension is supposed to be);
- Critical illness or a child's critical illness provides the Insured or Child with a benefit in the amount of the sum insured specified in the policy;
- The Global Doctors insurance provides the Insured or Child with the organisation and coverage of costs of medical treatment and medical services abroad, during a 36-month benefit period for each coverage module, in the event of a serious disease falling within the scope of insurance.

Exclusions and limitations of liability

The product is subject to exclusions and limitations of liability, i.e. situations where ERGO Hestia shall not pay the insurance benefit. In addition, the terms defined in the GTC are of particular importance to the scope of the insurance coverage provided. Full information on exclusions and limitations of liability and definitions of the terms are contained in the GTC.

Insurance premium

The premium amount is determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract, and in the event of extension of the insurance coverage, on the basis of the specified insurance tariff in force on the date of renewal of the insurance coverage (on the policy anniversary date).

The amount of the premium depends on:

- the scope of insurance;
- the amount of the sum insured;
- the insurance period;
- the frequency of premium payment;
- the age of the Insured or Child;
- the assessment of the level of insurance risk.

The premium may be paid on a monthly, quarterly, semi-annual or annual basis, at the choice of the Policyholder. On each policy anniversary date, at the request of the Policyholder, the frequency of premium payment may be adjusted upon appropriate adjustment of the amount of that premium.

Term of the insurance coverage

The insurance contract is concluded for a definite term. For the types of insurance indicated below, the term of the insurance coverage may be extended for subsequent insurance periods, on terms and conditions set forth in the GTC. The term of insurance coverage in the case of Life insurance is assumed to be the term adopted in the insurance contract, no longer than until the Insured reaches 100 years of age, and for other insurance types — in accordance with the following table:

INSURANCE	TERM OF THE INSURANCE COVERAGE	POSSIBILITY OF EXTENDING THE INSURANCE COVERAGE	MAXIMUM AGE AT WHICH THE INSURANCE COVERAGE IS TERMINATED
Life insurance in case of an accident	3 years	YES	70 years for the Insured
	3 years — Variant I	YES	70 years for the Insured
Bodily injury caused by an accident	6 years or longer, if so agreed — Variant III	NO	65 years for the Insured
Incapacity for work	6 years or longer, if so agreed	NO	65 years for the Insured
Incapacity for work caused by an accident	6 years or longer, if so agreed	NO	65 years for the Insured
	3 years — Variant I	YES	70 years for the Insured
Critical illness	6 years — Variants II and III	YES	70 years for the Insured
	3 years — Variant I	YES	25 years for the Child
Child's bodily injury caused by an accident	6 years — Variant III	YES	25 years for the Child
Child's critical illness	6 years	YES	25 years for the Child
Global Doctors insurance for the Insured	1 year	YES	85 years for the Insured
Global Doctors insurance for the child	1 year	YES	25 years for the Child

YES — available under insurance
NO — not available under insurance

Insurance contract termination

The Policyholder has the right to terminate the insurance contract at any time in compliance with the notice period.

In the event of conclusion of the contract on someone else's account, the Insured is entitled to resign from the insurance coverage provided under the insurance contract at any time.

The Policyholder may withdraw from the insurance contract within 30 days from the date of its conclusion by submitting a declaration to ERGO Hestia regarding withdrawal from the insurance contract. If, by the time of conclusion of the contract, ERGO Hestia has not informed the Policyholder, who is a consumer, about the right to withdraw from the contract, the 30-day period shall commence on the date when the Policyholder, who is a consumer, learns about such right.

In the case of insurance contracts concluded by remote means, the Policyholder who concluded an insurance contract by remote means at the electronic address specified by ERGO Hestia may withdraw from the insurance contract in writing within 30 days from the date of being notified of conclusion of the insurance contract or the date of confirmation of the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration is sent before the lapse thereof. In the situation referred to in the first sentence, it shall be deemed that the insurance coverage has not started and the insurance premium shall be refunded in full.



General Terms and Conditions of ERGO 4 Life Insurance

C-E4-02/20

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Name of the insurance	Number of the template's editing unit	
	Prerequisites for the payment of indemnity and other benefits or the surrender value of insurance	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of indemnity and other benefits or to decrease the amount thereof
Common for all insurance	§ 2, § 4 sections 1-3	§ 2
Life insurance	§ 5 section 1	§ 5 section 3, § 22 section 1
Life insurance in case of an accident	§ 6	§ 6 section 1, § 8, § 22 section 1
Bodily injury caused by an accident	§ 7	§ 7 section 1, § 7 sections 3-4, § 8
Incapacity for work caused by an accident	§ 9	§ 13
Incapacity for work	§ 10, § 11	§ 10, § 11, § 12 section 1, § 12 section 3, § 13
Critical illness	§ 14, § 15 section 1, Appendix No 1 — definitions of critical illnesses: § 1	§ 14 sections 1-2, § 14 section 4, § 16 sections 2-3, § 17, Appendix No 1 — definitions of critical illnesses: § 1
Child's bodily injury caused by an accident	§ 7	§ 7 section 1, § 7 sections 3-4, § 8
Child's critical illness	§ 14, § 15 section 2, Appendix No 1 — definitions of critical illnesses: § 1	§ 14 sections 1-2, § 14 section 4, § 16 sections 2-3, § 17, Appendix No 1 — definitions of critical illnesses: § 1
Global Doctors insurance	Appendix No 2 — Global Doctors insurance terms: § 2, § 3, § 7 sections 3-4, § 9, § 10	Appendix No 2 — Global Doctors insurance terms: § 1 sections 3-4, § 2, § 3, § 4, § 8 section 3

I. General provisions

§ 1

1. In this document, Sopockie Towarzystwo Ubezpieczeń na Życie Ergo Hestia SA with its registered office in Sopot, ul. Hestii 1 (hereinafter: “ERGO Hestia”) describes the terms and conditions under which the Customer and ERGO Hestia shall enter into a life insurance contract. The document shall also be binding upon the insured persons if they are covered by insurance under the insurance contract.
2. ERGO Hestia is the controller of personal data. The data subject may contact the controller of personal data:
 - 1) in writing, at ul. Hestii 1, 81-731 Sopot;
 - 2) by calling: 801 107 107 or 58 555 55 55.
3. The personal data controller has appointed a Data Protection Officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing. The data subject may contact the Data Protection Officer:
 - 1) in writing, at ul. Hestii 1, 81-731 Sopot;
 - 2) by e-mail, at iod@ergohestia.pl;
 - 3) by using the contact form available in the Personal Data Protection section of the website www.ergohestia.pl.
4. The personal data controller processes personal data for the following purposes:
 - 1) insurance risk assessment, conclusion of the insurance contract or provision of insurance coverage. In order to assess the insurance risk, to conclude a contract or to provide insurance coverage and determine the amount of the premium, we are going to apply profiling. Decisions shall be made on the basis of data collected during the insurance coverage and conclusion of the insurance contract, including, among others, the date of birth, information on the health condition, information on the occupation, physical activity. The decisions shall be based on profiling, i.e. automatic assessment of the insurance risk involved in the conclusion of the insurance contract. For example, in the case of a high-risk occupation or high-risk sports (e.g. scuba diving, mountaineering), the insurance risk may be higher, thus resulting in a higher insurance premium. If an insurance contract is renewed for a subsequent period, the decisions will be made automatically (without human intervention) on the basis of data collected during the conclusion and performance of the initial insurance contract.
 - 2) performance of an insurance contract, i.a. performance of insurance activities related to claims adjustment. If a claim is filed, profiling is used in order to determine an adjustment course. Decisions on the selection of the adjustment course shall be made on the basis of data collected during the claim filing process and the type of claim;
 - 3) risk reinsurance;
 - 4) pursuit of claims;
 - 5) direct marketing of own products and services of the personal data controller — in the case of direct marketing of own products and services, we will be using profiling; this means that, on the basis of data, we will develop a marketing profile to provide tailored offers;
 - 6) preventing insurance offences — to the extent necessary to prevent abuse and use of ERGO Hestia’s activities for criminal purposes;
 - 7) examination of complaints and appeals concerning services provided by ERGO Hestia, as well as requests and enquiries addressed to ERGO Hestia;
 - 8) fulfilment of obligations associated with anti-money laundering and countering terrorist financing under the Act of 1 March 2018 on Anti-Money Laundering and Countering Terrorist Financing (hereinafter: the “AML and CTF Act”);

- 9) compliance with obligations to which the personal data controller is subject in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America;
 - 10) analytical and statistical purposes.
5. Legal grounds for personal data processing:
- 1) the processing of personal data is necessary for the conclusion and performance of the contract;
 - 2) the processing of personal data is necessary for the conclusion and performance of the insurance contract, provision of insurance coverage and performance of the contract;
 - 3) a legitimate interest of the personal data controller, such as direct marketing of the controller's own products and services, pursuit of claims under an insurance contract, counteracting and prosecution of crimes committed to the detriment of the insurance company, reducing the insurance risk connected with the provision of coverage and conclusion of an insurance contract; analytics and statistics;
 - 4) compliance with the personal data controller's legal obligations resulting from national and international legislation, including the European Union law;
 - 5) a legitimate interest of a third party, i.e. the parent company in the Munich Re capital group (to which the personal data controller belongs) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
 - 6) consent if given voluntarily.
6. Personal data may be transferred to: reinsurance companies, entities performing medical activities, other insurance companies when a separate consent is granted for the purposes of insurance risk assessment and determination of rights to benefits and their amount, other entities when a separate consent is granted for the purposes of direct marketing of their products and services, other controllers if such controllers have legitimate interests, as well as to entities processing personal data on behalf of ERGO Hestia, e.g. IT service providers, entities processing data for the purpose of debt collection, provision of archiving services, conducting insurance benefit adjustment procedures, entities which organise or perform activities related to risk assessment or ongoing insurance benefit adjustment procedures, as well as insurance intermediaries. Where separate consent is granted, personal data may be transferred to other insurance companies for direct marketing of their products and services.
7. Transfer of data outside the European Economic Area.
- ERGO Hestia shall transfer personal data to recipients located in countries outside the European Economic Area if this is necessary for the performance of the concluded insurance contract. ERGO Hestia will adequately safeguard such data. For information on how to obtain a copy of the safeguards or where it is available, please contact the personal data controller or the Data Protection Officer.
8. Data subjects whose personal data are processed by ERGO Hestia shall have the following rights in connection with the processing:
- 1) the right to access their personal data;
 - 2) the right to request rectification, erasure or restriction of the processing of their personal data;
 - 3) the right to object to the processing of their personal data, in so far as they are processed for the purposes of direct marketing, including profiling;
 - 4) the right to transfer personal data, i.e. to receive personal data from the controller in a structured, commonly used machine-readable format, and the right to send such data to another controller;
 - 5) the right to lodge a complaint with the supervisory authority responsible for the protection of personal data;
 - 6) the right to withdraw consent, without prejudice to the legality of the actions taken before its withdrawal;
 - 7) in the event of automated decision making, the right to obtain adequate explanation regarding the grounds for a decision, the right to question the decision or express one's own position, or to request human intervention to re-analyse the data and obtain an individual decision.

9. In order to exercise the rights referred to in section 8 above, data subjects are requested to contact the personal data controller or the Data Protection Officer.
10. If the insurance contract has been concluded or if the insurance coverage was provided, personal data shall be stored until claims under the insurance contract have become time barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents relating to the insurance contract, the storage obligation under the AML and CTF Act. If no insurance contract has been concluded or no insurance coverage has been provided, your personal data will be stored until any claims in this regard become time barred. If relevant consent is granted, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes), until its withdrawal. Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.
11. The provision of personal data is necessary for the assessment of insurance risk, as well as for the conclusion and performance of an insurance contract and the provision of insurance coverage. Failure to provide personal data will result in the inability to conclude an insurance contract or provide insurance coverage. The provision of personal data for purposes other than those mentioned above, e.g. for marketing purposes, is voluntary.
12. The personal data controller shall have the right to verify personal data contained in the insurance contract against the lists published by the General Financial Information Inspector, containing data of persons presenting a threat to international peace and security and therefore subject to financial sanctions in accordance with Article 117 of the AML and CTF Act.

§ 2

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

TERM	WHAT DOES IT MEAN?
Act of violence	intentional threat of use or actual use of physical force against oneself, someone else or against a group or community, which causes or is likely to cause injury, physical damage, death, psychological pain, developmental disorder or deprivation
Act of terrorism	an illegal action organised for ideological or political reasons, individually or by groups, aimed against people or objects in order to bring in chaos, intimidate people and disorganise the public life with the use of violence as well as aimed against the society with the intention of intimidating it in order to achieve political, religious or social objectives or the use of biological, chemical or nuclear weapons
Contingent beneficiary	the person designated by the Insured as entitled to receive the benefit due to death of the Insured in a situation where the benefit is not granted to any of the primary beneficiaries or the primary beneficiaries are deceased; a contingent beneficiary may also be a legal person (additional beneficiary)
Primary beneficiary	the person designated by the Insured as entitled to receive the benefit due to death of the Insured; the primary beneficiary may also be a legal person (main beneficiary)
Total incapacity for work	<p>I — inability of the Insured to perform any paid employment or work in any occupation even after retraining, caused by deterioration of health, due to an accident or disease (depending on the insurance variant), which:</p> <ol style="list-style-type: none"> 1) commenced during the insurance coverage period and lasts for at least 6 months; and 2) in accordance with the opinion of the certified physician appointed by ERGO Hestia, it persists for at least 24 consecutive months from the date of its commencement, and the Insured — based on current medical knowledge — shows no likelihood of recovering the ability to work during that period. <p>The following shall be taken into account when assessing the degree and permanence of the incapacity for work and the likelihood of recovering the ability to work:</p> <ol style="list-style-type: none"> 1) the degree of detriment to the body's fitness and the possibility of restoring the necessary fitness through medical treatment and rehabilitation; 2) the course of treatment so far (until the date of the decision made by the certified physician appointed by ERGO Hestia); 3) evaluation of the possibility for the Insured to perform any paid employment or work in any occupation. <p>In evaluating the degree and permanence of incapacity for work and the likelihood of recovery of the ability to work, consideration is also given to the contents of the decision of the pension authority concerning recognition of the Insured as a person fully incapable of work or a person unable to lead independent existence, if such a decision is presented by the Insured.</p> <p>The date of occurrence of incapacity for work shall be the date of the accident or the diagnosis of the disease which caused such incapacity.</p>

TERM	WHAT DOES IT MEAN?
Total incapacity for work continued	<p>II — arising from an accident or disease (depending on the insurance variant), persisting continuously for at least 6 months and in accordance with the opinion of the certified physician appointed by ERGO Hestia, persisting for at least 24 consecutive months from the date of occurrence of total incapacity for work:</p> <p>a) total and irreversible loss of sight (i.e. total and irreversible loss of vision in both eyes, which cannot be corrected as a result of medical procedures), confirmed by an ophthalmological examination; or</p> <p>b) total and irreversible loss of at least two limbs by the Insured (including loss of two feet or a foot and a hand or two hands); or</p> <p>c) total irreversible loss of use of at least two limbs by the Insured (including loss of use of two feet or a foot and a hand or two hands); or</p> <p>d) loss of the ability by the Insured to independently perform at least four of the following everyday activities:</p> <p>i. the ability to wash in a tub or shower on one's own (including the act of going into and out of the tub or shower cabin) or to perform personal hygiene activities on one's own;</p> <p>ii. the ability to put on and take off any part of clothing, including, if required, any orthopaedic devices, prostheses or other medical devices;</p> <p>iii. the ability to move between rooms on the same storey on one's own;</p> <p>iv. the ability to move on one's own between a bed and a chair or wheelchair;</p> <p>v. the ability to use the toilet on one's own or otherwise control the intestinal and urinary bladder functions, allowing one to maintain the level of personal hygiene without the aid of third parties;</p> <p>vi. the ability to eat ready and served meals on one's own.</p> <p>The date of occurrence of incapacity for work shall be the date of the accident or the diagnosis of the disease which caused such incapacity</p>
Temporary incapacity for work	a period of incapacity for work, for which generally applicable labour law provisions stipulate benefits in the form of payment of an appropriate portion of the employee's remuneration or sick allowance from the pension authority, immediately and without an interruption preceding the period of total incapacity for work
Child	own child, adopted child or stepchild (if the mother or father is deceased) of the Insured, covered by insurance (Co-insured)
Indexation	possibility of increasing the premium and the sum insured on the policy anniversary date
Customer	a natural person or entity that concludes the insurance contract (Policyholder)
Unlicensed airlines	an air carrier subject to an operating ban within the European Union or an air carrier subject to operating restrictions within the European Union within the scope indicated in Commission Implementing Regulation (EU) No 2015/1014 of 25 June 2015 amending Regulation (EC) No 474/2006 establishing the Community list of air carriers which are subject to an operating ban within the Community or in the legal act amending or replacing this Regulation
Accident	a sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, deterioration of health condition, or died
Pension authority	the Social Insurance Institution or the Agricultural Social Insurance Fund
Policy	a document that confirms the conclusion of the insurance contract
Critical illness	a disease of the Insured or Child listed in Appendix No 1 — definitions of critical illnesses for the General Terms and Conditions of Insurance
Military insurrection	an armed insurrection by the people in defence of their freedom, directed against the existing power or occupying power
ERGO Hestia Representative	an ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorised by such an agent
Military coup	takeover of political power in the country by an individual or a group of people contrary to the constitutional order, frequently with the use of force (armed coup)
Pension	an insurance benefit payable to the Insured for each month of total incapacity for work under the Incapacity for work (Variant III) insurance
Policy anniversary date	any subsequent anniversary of the date of commencement of insurance coverage indicated in the policy
Alcohol intoxication	a condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³
Being under the influence of alcohol	a condition in which the concentration of alcohol in blood amounts to 0.2‰–0.5‰, or the concentration of alcohol in breath amounts to 0.1 mg–0.25 mg per 1 dm ³
Sum insured	the amount specified in the policy, constituting the upper limit of ERGO Hestia's liability in respect of a given insurance event
Insured	the natural person whose life or health is the subject-matter insured

TERM	WHAT DOES IT MEAN?
High-risk sports activities	scuba diving, mountain and rock climbing, speleology, rafting, white-water canoeing, parachuting, bungee jumping, air sports (as a pilot or passenger of the aircraft), motor sports, water motor sports or martial arts (excluding amateur martial arts practiced by Children)
Unrest	spontaneous, unorganised outbreak by a particular social group, usually combined with acts of physical violence, caused by a sense of dissatisfaction with the existing political, economic or social situation, against structures that hold power under the applicable law
High-risk profession	construction worker, construction machinery operator and crane operator (excluding demolition workers), transport worker (professional driver), port worker, shipyard worker, railway worker, forestry worker, inland fisherman, farmer, agricultural worker, smelter, machinery and equipment operator in the manufacturing industry
Dangerous profession	circus artist, building façade or window cleaner, roofer, employee performing work at height above 5 m, officer of special services, miner, stuntman, chimney sweep, cash escort, seafarer, installer of building structures or scaffolding, scuba diver, security guard, operator of machinery and equipment for production of explosives, member of an aircraft crew, aircraft pilot, police officer, crude oil or gas extraction worker, mountain rescuer, lifeguard, demolition worker, sea fisherman, parachuter, professional athlete, fire fighter, regular soldier, wartime journalist, wartime photojournalist
Low-risk occupation	managerial position, performance of managerial activities or work as a white-collar employee or researcher (performing simultaneously only office or administrative work)

II. The scope of ERGO Hestia's liability

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

§ 3

1. The scope of insurance coverage is determined between the Customer and ERGO Hestia (with the consent of the Insured) and its determination is preceded by an analysis of the needs of the Customer and the Insured.
2. The insurance product proposed on the basis of an analysis of the needs of the Customer and the Insured has a number of features that allow, at the request of the Customer, for: changing the scope of ERGO Hestia's liability during the term of the insurance contract, cancellation of different insurances during the term of the insurance contract, indexation of the premium together with an increase of the sum insured or changing the sum insured in Life insurance. These features are described in detail in this document.

§ 4

1. The subject-matter insured is the life of the Insured. The subject-matter insured may additionally be the health of the Insured or Child.
2. The basic insurance is Life Insurance with the sum insured of PLN 1,000. The scope of insurance coverage includes the basic insurance in each case. The Customer is entitled to increase the sum insured by choosing Life insurance in Variant II or III.

3. The insurance contract shall additionally cover one or more of the following insurances — at the Customer’s choice:

VARIANTS:	I	II	III
Scope of supplementary insurance under different variants and the nature of benefits paid:	Life insurance in case of an accident – payment of the sum insured	Life insurance – payment of the sum insured exceeding the basic insurance (the sum insured decreases in subsequent years of insurance)	Life insurance – payment of the sum insured exceeding the basic insurance (the sum insured decreases in subsequent years of insurance or is constant and
	Bodily injury caused by an accident – payment of a specific percentage of the sum insured	Incapacity for work caused by an accident – payment of the sum insured (the sum insured decreases in subsequent years of insurance)	Incapacity for work – payment of monthly pension Bodily injury caused by an accident – payment of a specific percentage of the sum insured
	Critical illness – payment of a specific percentage of the sum insured	Critical illness – payment of a specific percentage of the sum insured	Critical illness – payment of a specific percentage of the sum insured
	Child’s bodily injury caused by an accident – payment of a specific percentage of the sum insured	Child’s critical illness – payment of a specific percentage of the sum insured	Child’s critical illness – payment of a specific percentage of the sum insured Child’s bodily injury caused by an accident – payment of a specific percentage of the sum insured

4. The insurance contract covering basic insurance and:
- 1) insurance under Variant I or Global Doctors insurance — is described as “ERGO 4 — short-term”,
 - 2) insurance under Variant II or III — is described as “ERGO 4 — long-term”.
5. Insurance coverage under Global Doctors insurance is provided on terms and conditions set forth in Appendix No 2 — Global Doctors insurance terms to the General Terms and Conditions of Insurance.

Life insurance

§ 5

1. Under the Life insurance, ERGO Hestia shall pay to the beneficiaries indicated by the Insured or the entitled person 100% of the sum insured in the event of death of the Insured. The basis for determining the amount of benefits is the sum insured applicable as at the date of death of the Insured.
2. The sum insured under Life insurance may be changed to PLN 1,000 (basic insurance) at the Customer’s request on the policy anniversary date.
3. ERGO Hestia shall not pay the benefit for the death of the Insured if it occurs:
 - 1) as a result of active participation of the Insured in acts of violence or terrorism;
 - 2) as a result of hostilities, uprisings or military coups;
 - 3) as a result of a suicide committed by the Insured in the first two years following the date of conclusion of the insurance contract.

Life insurance in case of an accident

§ 6

1. Under the Life insurance in case of an accident, in the event of death of the Insured caused by an accident, ERGO Hestia shall pay the beneficiaries indicated by the Insured or the entitled person 100% of the sum insured. The basis for determining the amount of benefits is the sum insured applicable as at the date of death of the Insured. The benefit shall be paid provided that the accident occurs during the term of the insurance coverage and the death of the Insured resulting from this accident occurs at the latest within a period of 12 months after that accident.
2. At the request of the Customer and upon payment of an additional premium, the insurance coverage may be extended to include the effects of the Insured performing a high-risk profession.

Bodily injury caused by an accident and Child's bodily injury caused by an accident

§ 7

1. Under the insurance against Bodily injury caused by an accident or Child's bodily injury caused by an accident, ERGO Hestia shall pay the percentage of the sum insured specified in section 3 below. The benefit shall be paid provided that the accident (insurance event) occurs during the term of the insurance coverage and the bodily injury of the Insured or Child, specified in section 3 below, resulting from this accident occurs at the latest within a period of 12 months after that accident.
2. At the request of the Customer and upon payment of an additional premium, the insurance coverage under Bodily injury caused by an accident in Variant I may be extended to include the effects of the Insured performing a high-risk profession.
3. Bodily injuries are the following effects of an accident:

PERMANENT DISABILITY FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
1) Total physical loss or total and permanent loss of power over the particular organs:	
a) upper extremity — in the shoulder joint	70%
b) upper extremity — above the elbow joint	65%
c) upper extremity — below the elbow joint	60%
d) upper extremity — below the wrist	55%
e) lower extremity — above the middle of the upper leg	70%
f) lower extremity — below the middle of the upper leg	60%
g) lower extremity — below the knee joint	50%
h) lower extremity — below the middle (of the lower leg)	45%
i) lower extremity — foot	40%
j) lower extremity — foot excluding the heel	30%
2) Total physical loss of:	
a) thumb	15%
b) index finger	10%
c) another finger	5%
d) hallux	5%
e) another toe	2%

PERMANENT DISABILITY FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
3) Total loss of:	
a) eyesight in both eyes	100%
b) eyesight in one eye	50%
c) hearing in both ears	60%
d) hearing in one ear	30%
e) smell	10%

FRACTURES FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED. IF THE SUM INSURED SET FORTH IN THE INSURANCE CONTRACT EXCEEDS PLN 100,000, THE BENEFITS SHALL BE PAID AS THE PERCENTAGE OF THE AMOUNT OF PLN 100,000.	PERCENTAGE OF THE SUM INSURED OR THE AMOUNT OF PLN 100,000 PAID OUT BY ERGO HESTIA
Fracture of:	
1) cerebrocranial bones	8%
2) the pelvis (without the caudal bone)	6%
3) the femoral bone	6%
4) the fibula, tibia	4%
5) the humeral bone	6%
6) the radial bone, ulnar bone, carpus bone	4%
7) the spinal column	8%
8) other fractures	1%

4. The sum of all benefits paid by ERGO Hestia under insurance against Bodily injury caused by an accident or Child's bodily injury caused by an accident, respectively, shall not exceed 200% of the sum insured specified in the policy.

Exclusions from liability under Life insurance in case of an accident, Bodily injury caused by an accident and Child's bodily injury caused by an accident

§ 8

1. Life insurance in case of an accident, insurance against Bodily injury caused by an accident and Child's bodily injury caused by an accident does not apply to the consequences of accidents if the Insured or Child, respectively, suffers them as a result of:
 - 1) active participation in acts of violence or terrorism;
 - 2) hostilities, uprisings or military coups;
 - 3) self-inflicted injury or suicide attempt;
 - 4) committing or an attempt to commit a crime, stated by a legally binding court decision;
 - 5) activities performed under the influence of alcohol, while intoxicated or under the influence of drugs not recommended by a doctor;
 - 6) diseases which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F00 - F09 and F20 - F99 (in the chapter on mental and behavioural disorders) or diseases of the nervous system, diagnosed or treated in the Insured or Child;

- 7) mental and behavioural disorders caused by the use of psychoactive substances, which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F10 - F19, diagnosed or treated in the Insured or Child;
 - 8) driving a vehicle without a required license, if it affected the occurrence of the accident;
 - 9) participation in high-risk sports activities and preparations for these activities;
 - 10) an accident in which the Insured or Child was a crew member or a passenger of an aircraft from unlicensed airlines;
 - 11) performing high-risk professions in Variant I, unless the scope of insurance coverage was extended with respect to the Insured to include the effects of performing those professions;
 - 12) performing dangerous professions in Variant I;
 - 13) bodily injury or loss of bodily function due to treatment, regardless of who performed the treatment, unless it was associated with directly consequences of an accident;
 - 14) participation in races or rallies of land, water or air vehicles or in preparations for such races or rallies, including test drives;
 - 15) radioactive contamination.
2. In addition, Life insurance in case of an accident, insurance against Bodily injury caused by an accident and Child's bodily injury caused by an accident does not include:
 - 1) infections, unless the infection with the pathogenic micro-organism resulted from injuries suffered in an accident;
 - 2) consequences of accidents resulting from a disease, including a sudden illness, i.e.: myocardial infarction, cerebral stroke, intra-cerebral haemorrhage.

Incapacity for work caused by an accident (Variant II)

§ 9

1. Under the insurance against Incapacity for work caused by an accident, ERGO Hestia shall pay 100% of the sum insured in the event of occurrence of total incapacity for work in the Insured, caused by an accident. The basis for determining the amount of benefits is the sum insured applicable as at the date of occurrence of total incapacity for work.
2. The benefit for total incapacity for work shall be granted if, during the period of ERGO Hestia's liability, an accident occurred which caused the total incapacity for work.

Incapacity for work (Variant III)

§ 10

1. Under the insurance against Incapacity for work, the Insured shall receive a pension in the amount specified in the policy, in the event of occurrence — within the period of ERGO Hestia's liability — of total incapacity for work due to an accident or disease. The pension shall be paid from the seventh month following the date of occurrence of total incapacity for work, throughout the duration of total incapacity for work, but no longer than until the date of termination of insurance coverage under the insurance against Incapacity for work, indicated in the policy as at the date of conclusion of the insurance contract.
2. Additionally, for temporary incapacity for work, the Insured shall receive a one-off benefit calculated as 20% of the pension multiplied by the number of 6 months of temporary incapacity for work.
3. The benefit for total incapacity for work shall be granted if, during the period of ERGO Hestia's liability, an accident occurred or a disease was diagnosed which caused the total incapacity for work.

§ 11

1. In the case of total incapacity for work:
 - 1) the pension shall be payable to the Insured from the seventh month following the date of occurrence of total incapacity for work;
 - 2) the amount of the first pension shall be equal to the sum of pensions for the period from the seventh month following the date of occurrence of total incapacity for work until the date of payment of the benefit;
 - 3) subsequent pensions shall be paid to the Insured on a monthly basis, during the period for which total incapacity for work was declared, but no longer than until the date of termination of insurance coverage under insurance against Incapacity for work, indicated in the policy as at the date of conclusion of the insurance contract.
2. If the decision of the certified physician appointed by ERGO Hestia about total incapacity for work is issued for a period of less than 24 months and another decision is subsequently issued, the cause of which is the disease or accident which were the reason for issuing the earlier decision:
 - 1) ERGO Hestia shall grant the benefit for total incapacity for work, provided that the uninterrupted total period of incapacity for work is not less than 24 months;
 - 2) the amount of the first pension shall be equal to the sum of the pensions that the Insured would have received if the first decision regarding total incapacity for work was issued for a period of at least 24 months;
 - 3) subsequent pensions shall be paid to the Insured on a monthly basis.
3. ERGO Hestia shall grant the benefit for total incapacity for work if, after the end of the period of payment of the pension, a further decision of a certified physician appointed by ERGO Hestia about total incapacity for work is issued for any period:
 - 1) the cause of which is a disease or accident which is the reason for the issuance of the earlier decision; and
 - 2) continuity of the period of incapacity for work is maintained.
4. If there is a break after the end of the period of pension payment (i.e. as a result of improvement of their health condition, the Insured, in specified period, is not considered fully incapable of working by the certified physician appointed by ERGO Hestia), and subsequently another decision of the certified physician appointed by ERGO Hestia about total incapacity for work is issued, the subsequent decision must be issued for a period of not less than 24 months in order for the subsequent benefit to be granted.

§ 12

1. The pension shall not be payable:
 - 1) after the end of the period for which total incapacity for work has been declared;
 - 2) after the end of the insurance period;
 - 3) from the date of cessation of total incapacity for work of the Insured.
2. The Insured is obliged to inform ERGO Hestia about the events referred to in section 1 item 3) above and provide, at the request of ERGO Hestia, documentation required to establish the cessation of total incapacity for work.
3. During the payment of the pension, ERGO Hestia reserves the right to verify the health condition of the Insured based on the opinion of the certified physician appointed by ERGO Hestia, who shall issue it on the basis of documentation or examination of the Insured. If it is found that the health condition does not meet the criteria for total incapacity for work, payment of the pension shall be suspended.

Exclusions from liability for inability to work caused by an accident and Inability to work

§ 13

1. ERGO Hestia shall not pay the benefit for the occurrence of total incapacity for work of the Insured if the event occurs as a result of:
 - 1) participation by the Insured in high-risk sports activities and preparations for these activities;
 - 2) participation by the Insured in races or rallies of land, water or air vehicles or in preparations for such races or rallies, including test drives;
 - 3) committing or attempt to commit an intentional offence by the Insured, as determined by a legal and binding court decision;
 - 4) active participation of the Insured in acts of violence or terrorism;
 - 5) hostilities, riots, uprisings or military coups;
 - 6) air-plane crash, if the Insured was a passenger of a plane of unlicensed airlines;
 - 7) catastrophes resulting in radioactive, chemical, biological contamination or radiation;
 - 8) actions of the Insured under the influence of alcohol or while intoxicated or as a result of damage to the pancreas or liver caused by alcohol consumption;
 - 9) AIDS or HIV infection of the Insured;
 - 10) wilful self-harm, bodily injury at the request of the Insured, suicide attempt by the Insured;
 - 11) diseases which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F00 - F09 and F20 - F99 (in the chapter on mental and behavioural disorders) or diseases of the nervous system, diagnosed or treated in the Insured;
 - 12) mental and behavioural disorders caused by the use of psychoactive substances, which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F10 - F19, diagnosed or treated in the Insured;
 - 13) the Insured driving a land, water or air vehicle without a licence, provided that this contributed to the occurrence of the event.
2. The benefit for the period of temporary incapacity for work under the insurance against Incapacity for work shall not be payable if ERGO Hestia is not obliged to pay the pension.

3. In addition, the insurance against Incapacity for work caused by an accident shall not cover:
- 1) infections, unless the infection with the pathogenic micro-organism resulted from injuries suffered in an accident;
 - 2) consequences of accidents resulting from a disease, including a sudden illness, i.e.: myocardial infarction, cerebral stroke, intra-cerebral haemorrhage.

Critical illness and Child's critical illness

§ 14

1. Under the insurance against Critical illness and Child's critical illness, ERGO Hestia shall pay a percentage of the sum insured, as specified below:
 - 1) 100% of the sum insured — in the event of a critical illness other than the tumours specified in item 2) below;
 - 2) 10% of the sum insured — in the case of carcinoma in situ; the benefit shall also be paid if the Insured is diagnosed with malignant prostate cancer or papillary thyroid cancer, which has reached T1N0M0 according to TNM classification. The TNM classification is included in § 2 of Appendix No 1 — definitions of critical illnesses to General Terms and Conditions of Insurance.
2. During the first 3 months from the date of conclusion of the insurance contract under Critical illness and Child's critical illness, ERGO Hestia shall be liable solely for a serious illness resulting from an accident which occurred during the term of insurance coverage. The provisions of the first sentence shall not apply in the event of continuous extension of the insurance coverage for subsequent insurance periods. The scope of the insurance coverage provided, described in the preceding sentences, was taken into account by ERGO Hestia in calculating the insurance premium.
3. The benefit referred to in section 1 above shall be paid provided that the first diagnosis of a critical illness occurs during the term of the insurance coverage and, in the case of a critical illness caused by an accident, provided that the accident occurs during the term of insurance coverage and the critical illness of the Insured or Child, resulting from such an accident, occurs at the latest within 6 months of the accident.

§ 15

1. Under the different variants of the insurance against Critical illness, the insurance coverage includes:

SCOPE OF INSURANCE	VARIANTS		
	I	II	III
malignant cancer (as well as carcinoma in situ, malignant prostate cancer or papillary thyroid cancer, which has reached T1N0M0 according to the TNM classification)	YES	YES	YES
renal failure			
heart valve surgery			
organ transplantation			
loss of vision			
burns			
by-pass			
multiple sclerosis			
myocardial infarction			
aortic surgery			
paralysis			
cerebral stroke			

SCOPE OF INSURANCE			VARIANTS		
			I	II	III
bacterial meningitis	Creutzfeldt-Jakob disease	Crohn's disease			
Poliomyelitis	Parkinson's disease	severe form of rheumatoid arthritis			
serious head trauma	type I diabetes	cardiomyopathy			
benign brain tumour	benign spinal cord tumour	myasthenia gravis			
neuroborreliosis	aplastic anaemia	brain surgery			
primary pulmonary hypertension	primary lateral sclerosis	fulminant hepatitis			
septicaemia	progressive systemic sclerosis	progressive supranuclear palsy	NO	NO	YES
progressive bulbar palsy	progressive muscular atrophy	chronic respiratory failure			
chronic liver failure	amyotrophic lateral sclerosis	coma			
lupus nephritis	multiple organ injury	lung removal			
loss of limbs	loss of speech	loss of hearing			
ulcerative colitis	advanced dementia (including Alzheimer's disease)	encephalitis			
HIV infection by blood transfusion	pseudobulbar palsy				

YES — disease within the scope of insurance

NO — disease outside the scope of insurance

2. Under the insurance against Child's critical illness, the scope of insurance includes:

SCOPE OF INSURANCE			VARIANTS	
			II	III
bacterial meningitis	Poliomyelitis	serious head trauma		
type I diabetes	benign brain tumour	neuroborreliosis		
aplastic anaemia	renal failure	malignant cancer (as well as carcinoma in situ, malignant prostate cancer or papillary thyroid cancer, which has reached T1N0M0 according to the TNM classification)	YES	YES
burns	paralysis	septicaemia		
organ transplantation	coma	multiple organ injury		
loss of limbs	loss of hearing	loss of vision		
encephalitis	HIV infection by blood transfusion			

YES — disease within the scope of insurance

§ 16

1. Critical illnesses are divided into the following groups or categories for each of the insurance variants:

1) for Variant II:

CRITICAL ILLNESS GROUP	CRITICAL ILLNESS IN A GIVEN GROUP
Group 1	malignant cancer, organ transplantation (bone marrow transplantation only)
Group 2	renal failure, aortic surgery, cardiac valve surgery, by-pass, paralysis, organ transplantation (heart or kidney transplantation only), cerebral stroke, myocardial infarction
Group 3	burns, loss of vision
Group 4	paralysis, multiple sclerosis
Group 5	organ transplantation (lung, liver or pancreas transplantation only)

2) for Variant III:

CRITICAL ILLNESS GROUP	CRITICAL ILLNESS IN A GIVEN GROUP
Group 1	aplastic anaemia, malignant cancer, organ transplantation (bone marrow transplantation only)
Group 2	type I diabetes, cardiomyopathy, renal failure, aortic surgery, cardiac valve surgery, by-pass, paralysis, primary pulmonary hypertension, septicaemia, organ transplantation (heart, pancreas or kidney transplantation only), coma, lupus nephritis, cerebral stroke, loss of limbs, loss of speech, myocardial infarction
Group 3	fulminant hepatitis, septicaemia, organ transplantation (lung or liver transplantation only), chronic respiratory failure, chronic liver failure, lung removal, HIV infection by blood transfusion
Group 4	serious head trauma, benign brain tumour, burns, brain surgery, septicaemia, coma, multiple organ injury, loss of limbs, loss of hearing, loss of vision
Group 5	bacterial meningitis, Creutzfeldt-Jakob disease, Crohn's disease, Poliomyelitis, Parkinson's disease, severe form of rheumatoid arthritis, benign spinal cord tumour, myasthenia gravis, neuroborreliosis, paralysis, primary lateral sclerosis, septicaemia, progressive systemic sclerosis, progressive supranuclear palsy, progressive bulbar palsy, progressive muscular atrophy, multiple sclerosis, amyotrophic lateral sclerosis, loss of limbs, ulcerative colitis, advanced dementia (including Alzheimer's disease), encephalitis, pseudobulbar palsy

3) under the insurance against Child's critical illness:

CRITICAL ILLNESS GROUP	CRITICAL ILLNESS IN A GIVEN GROUP
Group 1	aplastic anaemia, malignant cancer, organ transplantation (bone marrow transplantation only)
Group 2	type I diabetes, renal failure, septicaemia, organ transplantation (heart, pancreas or kidney transplantation only)
Group 3	HIV infection by blood transfusion
Group 4	serious head trauma, benign brain tumour, burns, septicaemia, coma, multiple organ injury, loss of hearing, loss of vision
Group 5	bacterial meningitis, Poliomyelitis, neuroborreliosis, paralysis, septicaemia, encephalitis
Group 6	septicaemia, organ transplantation (lung, liver or pancreas transplantation only)

- 4) within the scope of malignant cancers for Variant I, II and III (category assignment is defined by the International Statistical Classification of Diseases and Related Health Problems, ICD-10):

CATEGORY OF MALIGNANT CANCERS	CLASSIFICATION OF MALIGNANT CANCERS	MALIGNANT CANCERS IN A GIVEN CATEGORY
Category A	C00-C49	1. Malignant lip, mouth and throat cancers, 2. Malignant gastrointestinal cancers, 3. Malignant respiratory and chest organ cancers, 4. Malignant bone and joint cartilage cancers, 5. Melanoma and other malignant skin cancers, 6. Malignant mesothelium and soft tissue cancers
Category B	C50-C75	1. Malignant breast cancer, 2. Malignant female genital cancers, 3. Malignant male genital cancers, 4. Malignant urinary cancers, 5. Malignant cancers of the eye, brain and other parts of the central nervous system, 6. Malignant thyroid cancers and other endocrine gland cancers
Category C	C76-C96	1. Malignant imprecisely defined cancers, secondary cancers and cancers with undefined location, 2. Malignant cancers with confirmed or presumed primary character, cancers of the lymphatic tissue, haematopoietic system and related tissues, 3. Malignant cancers with independent (primary) multiple locations

2. Payment of the benefit due to a critical illness within a given group or groups of critical illnesses referred to in section 1 above shall only be possible once, subject to the provisions on malignant cancers indicated in section 3.
3. Payment of benefits due to:
 - 1) a Category A malignant cancer does not exclude payment of benefits due to category B malignant cancers;
 - 2) a Category B malignant cancer does not exclude payment of benefits due to category A malignant cancers;
 - 3) a Category C malignant cancer shall result in cessation of liability for all categories of malignant cancers;
 - 4) a Category A malignant cancer or Category B malignant cancer excludes payment of benefits due to Category C malignant cancers;
 - 5) carcinoma in situ, malignant prostate cancer or papillary thyroid cancer, which has reached T1N0M0 according to the TNM classification, may occur once; however, it does not preclude future payment of benefits in the amount of 100% of the sum insured due to a malignant cancer other than carcinoma in situ, malignant prostate cancer or papillary thyroid cancer, which has reached T1N0M0 according to the TNM classification.

Exclusions from liability for Critical illness and Child's critical illness

§ 17

ERGO Hestia shall not pay the benefit for the occurrence of a critical illness of the Insured or Child if the event occurs as a result of:

- 1) participation by the Insured or Child in high-risk sports activities and preparations for these activities;
- 2) participation of the Insured or Child in races and rallies of land, water or air vehicles or in preparations for them;
- 3) committing or attempt to commit an intentional offence by the Insured or Child, as determined by a legal and binding court decision;
- 4) active participation of the Insured or Child in acts of violence or terrorism;
- 5) hostilities, riots, uprisings or military coups;
- 6) an air accident, if the Insured or Child was a passenger of a plane of unlicensed airlines;

- 7) catastrophes resulting in radioactive, chemical, biological contamination or radiation;
- 8) actions of the Insured or Child under the influence of alcohol or while intoxicated or as a result of damage to the pancreas or liver caused by alcohol consumption;
- 9) AIDS or HIV infection of the Insured or Child;
- 10) wilful self-harm, bodily injury at the request of the Insured or Child, suicide attempt by the Insured or Child;
- 11) diseases which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F00 - F09 and F20 - F99 (in the chapter on mental and behavioural disorders) or diseases of the nervous system, diagnosed or treated in the Insured or Child;
- 12) mental and behavioural disorders caused by the use of psychoactive substances, which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F10 - F19, diagnosed or treated in the Insured or Child;
- 13) the Insured or Child driving a land, water or air vehicle without a licence, provided that this contributed to the occurrence of the event;
- 14) non-compliance by the Insured or Child with medical instructions and recommendations, confirmed in medical records.

III. Insurance coverage

This chapter describes when ERGO Hestia's liability under the insurance contract begins, how long this liability persists and when it ends.

Commencement of the insurance coverage

§ 18

1. ERGO Hestia's liability commences on the date indicated in the policy as the beginning of the insurance period if the date of payment of the first premium stipulated in the policy falls before the date of commencement of the insurance coverage, unless the Customer failed to pay the first premium within the time limit.
2. ERGO Hestia's liability commences on the date indicated in the policy as the beginning of the insurance period if the date of payment of the first premium stipulated in the policy falls after the date of commencement of the insurance coverage.

Term of the insurance coverage

§ 19

1. The insurance contract covers Life insurance throughout the insurance coverage period.
2. If the insurance contract also covers other insurance, the insurance coverage period under such insurance may be shorter than for the Life insurance, if so agreed during the conclusion of the insurance contract.
3. The insurance coverage period is assumed to be:
 - 1) for Life insurance — the period assumed in the insurance contract, no longer than until the Insured reaches 100 years of age;

2) for other insurance — in accordance with the following table:

INSURANCE	TERM OF THE INSURANCE COVERAGE	POSSIBILITY OF EXTENDING THE INSURANCE COVERAGE	MAXIMUM AGE AT WHICH THE INSURANCE COVERAGE IS TERMINATED
Life insurance in case of an accident	3 years	YES	70 years for the Insured
	3 years — Variant I	YES	70 years for the Insured
Bodily injury caused by an accident	6 years or longer, if so agreed — Variant III	NO	65 years for the Insured
Incapacity for work caused by an accident	6 years or longer, if so agreed	NO	65 years for the Insured
Critical illness	6 years or longer, if so agreed	NO	65 years for the Insured
	3 years — Variant I	YES	70 years for the Insured
Child's bodily injury caused by an accident	6 years — Variants II and III	YES	70 years for the Insured
	3 years — Variant I	YES	25 years for the Child
Uszkodzenie ciała dziecka NW	6 years — Variant III	YES	25 years for the Child
Poważne zachorowanie dziecka	6 years	YES	25 years for the Child

YES — available under insurance

NO — not available under insurance

4. If extension of the insurance coverage is possible under a given insurance, this extension shall take place automatically on the policy anniversary date unless the Customer informs ERGO Hestia about their lack of will to extend the insurance no later than 7 days before the end of the insurance period.
5. When extending the insurance coverage, ERGO Hestia may propose a change in the amount of premium for the next insurance period due to the changing level of insurance risk. If ERGO Hestia proposes a revised premium amount under the insurance, this change shall occur if the proposal is submitted to the Customer at the latest 30 days before the end of the insurance period and the Customer fails to submit a declaration of lack of acceptance of the change to ERGO Hestia no later than 7 days before the end of the insurance period. In the absence of acceptance of the change by the Customer, the insurance coverage period under the specific insurance shall not be extended.

End of the insurance coverage

§ 20

1. The insurance coverage under a given insurance lasts for the period specified in the policy, no longer, however, than until the first of following events occurs:
 - 1) until the date of cessation of liability due to failure to pay the premium under the insurance contract in time, in accordance with § 28;
 - 2) until the date of the insurance contract termination;
 - 3) until the next policy anniversary date after the Customer resigns from insurance under the insurance contract, provided that the resignation is submitted to ERGO Hestia no later than 7 days before this policy anniversary date;
 - 4) until the date of receipt by ERGO Hestia of the Customer's statement of withdrawal from the insurance contract.
2. Insurance coverage for Child's bodily injury caused by an accident or Child's critical illness shall cease upon the death of the Child concerned.
3. Termination of insurance coverage due to the Insured or Child reaching the maximum age, specified in § 19 section 3, shall take place on the first policy anniversary date after the date of reaching that age.

IV. Payment of benefits

This chapter indicates who is entitled to receive benefits under the insurance contract and when and on the basis of what information the benefit is paid.

§ 21

1. ERGO Hestia shall pay the benefits within 30 days of receiving a notification about event or accident.
2. If it is impossible to clarify all circumstances necessary to establish the ERGO Hestia's liability or the amount of benefit within the period indicated in section 1 above, the benefit shall be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia shall pay the indisputable portion of the benefit within 30 days of notification of the claim.
3. ERGO Hestia, as an obliged institution within the meaning of the AML and CTF Act, may request submission of additional documents or information, other than those mentioned in § 23 and § 25 below, in order to fulfil the obligations provided for in this act.

Death of the Insured

§ 22

1. The benefit due to death of the Insured under Life insurance and Life insurance in case of an accident shall be payable to the primary beneficiary or contingent beneficiary unless they intentionally contributed to the death of the Insured.
2. The Insured may change the primary beneficiary or the contingent beneficiary at any time.
3. In the event of death of the Insured, when some primary beneficiaries are not entitled to the benefit or some primary beneficiaries have died, the remaining primary beneficiaries are entitled to the benefits due and payable to the former on a pro rata basis, in the absence of a different indication of the Insured.
4. In the event of death of the Insured, when no primary beneficiary is entitled to the benefit or all primary beneficiaries have died or the Insured failed to designate the primary beneficiary, contingent beneficiaries shall be entitled to the benefit.
5. In the event of death of the Insured, when some contingent beneficiaries are not entitled to the benefit or some contingent beneficiaries have died, the remaining contingent beneficiaries are entitled to the benefits due and payable to the former on a pro rata basis, in the absence of a different indication of the Insured.
6. In the event of death of the Insured, when no primary beneficiary or contingent beneficiary designated by the Insured is entitled to the benefit or when all those persons have died or the Insured failed to designate such persons, the family members of the Insured shall be entitled to the benefit in the following order:
 - 1) the spouse — in full;
 - 2) children — in equal parts, in the absence of a spouse;
 - 3) parents — in equal parts, in the absence of a spouse and children;
 - 4) other heirs of the Insured — in equal parts.

§ 23

1. In the event of the death of the Insured, the person submitting the claim shall provide ERGO Hestia with the following documents necessary for determining liability:
 - 1) notification of the claim;
 - 2) abridged copy of the death certificate of the Insured;

- 3) statement of death with the cause of death stated or a certificate stating the cause of death, issued by a physician or competent authorities;
 - 4) documentation concerning the accident, for Life insurance in case of an accident;
 - 5) identity document of the person submitting the claim (for inspection).
2. In duly justified cases, ERGO Hestia is entitled to request submission of documents other than those indicated in section 1 above, if it is necessary to determine ERGO Hestia's liability or the amount of benefits.

Benefits other than due to death of the Insured

§ 24

1. Benefits under insurance against Bodily injury caused by an accident, Incapacity for work caused by an accident, Incapacity for work and Critical illness shall be payable to the Insured.
2. Benefits under insurance against Child's bodily injury caused by an accident and Child's critical illness caused by an accident shall be payable to the insured Child. In the case of a minor Child, the statutory representative shall represent the Child.

§ 25

1. In the event of a claim being filed, the person submitting the claim shall provide ERGO Hestia with the following documents necessary to determine liability:
 - 1) notification of the claim;
 - 2) documentation of first aid, if it was administered;
 - 3) documentation concerning the accident, if the event resulted from an accident;
 - 4) documentation concerning the diagnosed disease with regard to insurance against Incapacity for work, Critical illness and Child's critical illness;
 - 5) documentation concerning the course of treatment after the event or accident;
 - 6) identity document of the person submitting the claim (for inspection).
2. In the case of insurance against Incapacity for work caused by an accident and Incapacity for work, the person submitting the claim may also submit a decision of the pension authority, if issued.
3. In duly justified cases, ERGO Hestia is entitled to request submission of documents other than those indicated in section 1 above, if it is necessary to determine ERGO Hestia's liability or the amount of benefits.
4. At the request of ERGO Hestia, the Insured or Child shall undergo a medical examination, if necessary to determine ERGO Hestia's liability or the amount of the benefit, including to confirm the occurrence or persistence of total incapacity for work. ERGO Hestia shall reimburse the Insured or Child for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured or Child.

§ 26

1. The Insured, Child or the statutory representative in the case of a minor Child is obliged to notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. The Insured, Child or the statutory representative in the case of a minor Child may inform ERGO Hestia about the event or accident in the selected manner:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative.

V. Insurance premium

This chapter describes the method of determining the amount of the premium and the rules for its payment, as well as the consequences of non-payment of the premium by the payment date. In addition, this chapter describes how the Life insurance premium is indexed.

Amount and manner of premium payment

§ 27

1. The amount of the premium depends on:
 - 1) the scope of insurance;
 - 2) the amount of the sum insured;
 - 3) the insurance period;
 - 4) the frequency of premium payment;
 - 5) the age of the Insured or Child;
 - 6) the assessment of the level of insurance risk.
2. The premium amount is determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract, and in the event of extension of the insurance coverage, referred to in § 19 section 3, on the basis of the specified insurance tariff in force on the date of renewal of the insurance coverage (on the policy anniversary date).
3. The premium payment dates and their amounts are defined in the policy.
4. The premium may be paid on a monthly, quarterly, semi-annual or annual basis. On each policy anniversary date, at the request of the Customer, the frequency of premium payment may be adjusted upon appropriate adjustment of the amount of that premium.
5. If a premium payment is made via 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 via a bank transfer, there were enough funds on the Customer's account; otherwise, the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.
6. The specific insurance premium shall cease to be due on the date of cessation of insurance coverage in respect of that insurance.

Effects of non-payment of the premium

§ 28

1. In the event of non-payment of a premium in full by the payment date, ERGO Hestia undertakes to call upon the Customer to settle this receivable and indicate an additional deadline for its settlement, amounting to at least 7 days, under the pain of deeming the insurance contract terminated by the Customer on the last day of the additional deadline for the settlement of receivables:
 - 1) with effect on the date on which the insurance coverage was supposed to commence — in the case of the first premium, if the date of payment of the first premium set in the policy falls before the date of commencement of the insurance coverage;
 - 2) with effect on the date following the date of payment of the first premium set in the insurance contract — if the date of payment of the first premium set in the policy falls after the commencement of the insurance coverage;
 - 3) with effect on the last day of the period referred to in section 2 item 2) below — in the case of subsequent insurance premiums.

2. ERGO Hestia shall grant insurance coverage during the period:
 - 1) until the date of payment of the first premium — in the case of the first premium under the insurance contract if the date of its payment falls after the date of commencement of insurance coverage set in the policy;
 - 2) until the nearest premium payment date (where the premium is paid on a monthly basis) or until the end of the next day of the month corresponding to the premium payment date (where the premium is paid at a frequency other than monthly), counting from the occurrence of arrears in the premium payment — in the case of premiums other than the first premium under the insurance contract.
3. The insurance coverage shall be restored in full and shall maintain its continuity if all outstanding premiums are paid before the date of insurance contract termination.

Indexation of the Life insurance premium

§ 29

1. The Life insurance premium may be indexed on the policy anniversary date if the indexation of the premium was chosen by the Customer and confirmed in the policy.
2. Together with indexation of the premium, the sum insured under the Life insurance increases. The proposed premium amount after indexation and the sum insured shall be communicated by ERGO Hestia to the Customer 30 days before the policy anniversary date at the latest.
3. The percentage by which the sum insured is increased as a result of indexation may be lower than the percentage by which the premium is increased. This is due to the fact that, with age, the probability of death increases, and with it — the cost of increasing in the sum insured by ERGO Hestia.
4. The indexation rate shall be established based on the current inflation rate for the period from the last policy anniversary date and it may not be lower than 3%.
5. If the Customer wishes to resign from indexation, they shall inform ERGO Hestia of their decision no later than 7 days before the policy anniversary date.
6. Indexation of the premium shall not be carried out:
 - 1) if, on the policy anniversary date, the insured has reached 61 years of age;
 - 2) if the Customer has previously refused indexation on two consecutive policy anniversary dates.

VI. Termination of the insurance contract

This chapter describes cases where the Customer has the right to terminate the insurance contract and the Insured has the right to resign from the insurance coverage, as well as situations where the insurance contract is terminated for other reasons.

§ 30

1. Insurance contract termination shall take place:
 - 1) at the end of the contract notice period or the period of resignation from insurance coverage by the Insured;
 - 2) on the date of death of the Insured;
 - 3) at the end of the period after which, under the insurance contract, due to:
 - a) resignation by the Customer/Insured from individual types of insurance, or
 - b) change of the sum insured under the Life insurance by the Customer/Insured, or
 - c) end of the insurance period, after the Insured or Child reaches the maximum age, in accordance with § 20 section 3, or
 - d) failure to extend the insurance coverage under the Global Doctors insurance, only the coverage under the Life insurance would remain, with the sum insured of PLN 1,000 (basic insurance);
 - 4) at the end of the period for which it was concluded.
2. The notice period of the insurance contract, when terminated by the Customer, and the period of resignation from insurance coverage by the Insured shall run from the date of receipt of the statement in that respect by ERGO Hestia until the next premium payment date (if the premium is paid on a monthly basis) or until the end of the next day of the month corresponding to the premium payment date (if the premium is paid at a frequency other than monthly).
3. The Customer may submit a termination notice and the Insured may resign from the insurance coverage:
 - 1) through the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling: 801 107 107 or 58 555 5 555; or
 - 5) in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.
4. If ERGO Hestia, as an obliged institution within the meaning of the AML and CTF Act, cannot apply one of the financial security measures specified in this Act, it shall terminate the business relationship (the insurance contract).

§ 31

1. The Customer may withdraw from the insurance contract within 30 days from the date of its conclusion by submitting a declaration to ERGO Hestia regarding withdrawal from the insurance contract. If ERGO Hestia fails to inform the Customer being a consumer about their right to withdraw from the contract on the date of conclusion of the contract at the latest, the 30-day period shall run from the date when the Customer being a consumer learns about this right.
2. Notwithstanding the provisions of section 1, the Customer who, as a consumer, concluded an insurance contract by remote means at the electronic address specified by ERGO Hestia may withdraw from the insurance contract in writing within 30 days from the date of being notified of conclusion of the insurance contract or the date of confirmation of the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration is sent before the lapse thereof. In the situation referred to in the first sentence, it shall be deemed that the insurance coverage has not started and the insurance premium shall be refunded in full.

3. The Customer may file the withdrawal notice:
 - 1) through the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling: 801 107 107 or 58 555 5 555; or
 - 5) in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.

VII. Final provisions. Sanctions clause

§ 32

1. The principles of taxation of the amounts received under the insurance contract shall be governed by the provisions of:
 - 1) the Act of 26 July 1991 on Personal Income Tax — in the case of natural persons;
 - 2) the Act of 15 February 1992 on Corporate Income Tax — in the case of legal persons.
2. Please be informed that the acquisition by natural persons of property rights, exercised in Poland, by virtue of inheritance, pursuant to Article 1 section 1 item 1) of the Act of 28 July 1983 on Inheritance and Donation Tax, is subject to inheritance and donation tax, in the amount specified in the said Act, with the proviso that the sum insured attributable to the eligible person does not form a part of the inheritance from the Insured, in accordance with Article 831 § 3 of the Civil Code.
3. The methods of calculation of technical and insurance provisions for accounting purposes do not include any factors that may change the amount of benefits of ERGO Hestia.
4. Report on solvency and financial condition of ERGO Hestia is disclosed on ERGO Hestia's website at www.ergohestia.pl.

§ 33

1. The Customer, the Insured, the beneficiary (the primary beneficiary or contingent beneficiary) or the authorised person under the insurance contract, being a natural person, as well as the person seeking insurance coverage may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer:
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling: 801 107 107 or 58 555 5 555;
 - c) in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) orally or in writing, during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia S.A.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.
 - 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. In the event of it being necessary to extend the time limit for replying to a complaint, the complainant shall be notified of it within 30 days.

- 5) Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Spokesperson through the online form available at: www.ergohestia.pl.
 - 6) An individual lodging a complaint may apply for the case to be examined by the Financial Ombudsman (www.rf.gov.pl).
3. The rules for lodging complaints concerning the services provided by a multi-agent, i.e. an Agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to insurance coverage.
- 1) Complaints not related to the insurance coverage provided shall be submitted directly to the agent who provided the insurance distribution services. Complaints shall be handled directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

§ 34

1. Notifications and representations of the Customer and ERGO Hestia should be made in writing. At any time, the Customer and ERGO Hestia may decide that their notifications and representations can also be delivered:
 - 1) by the Customer:
 - a) through the individual account at: ihestia.ergohestia.pl; or
 - b) through an online form available at: www.ergohestia.pl; or
 - c) through the ERGO Hestia representative; or
 - d) by calling: 801 107 107 or 58 555 55 55;
 - 2) by ERGO Hestia:
 - a) through the individual account at: ihestia.ergohestia.pl; or
 - b) through the ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office, as well as contact data indicated in relation to sending notifications and representations.
3. If the insurance contract is concluded on the account of an Insured other than the Customer or on the account of a Child, any change in the amount of benefits shall require the Customer to obtain the consent of the person covered by the insurance to which the change pertains.

§ 35

1. Insurance contracts are concluded under the Polish law and in Polish.
2. Disputes arising out of an insurance contract shall be resolved according to the Polish law.
3. A legal action for a claim under an insurance contract may be brought by either party in accordance with the provisions on general jurisdiction or to a court competent for the place of residence or registered office of the Customer, the Insured or the beneficiary under the insurance contract.
4. A legal action may also be brought by either party 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 the beneficiary under the insurance contract.
5. Both parties to the insurance contract may refer any disputes arising therefrom to arbitration.
6. Any and all disputes arising out of the insurance contract between the Customer, the Insured or any other beneficiary under the insurance contract being a natural person and ERGO Hestia may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman — Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.

7. Consumers can use the online dispute resolution system platform (ODR Platform) in accordance with Regulation No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes. The ODR Platform may be used as a source of information and a tool for resolving disputes which may arise between entrepreneurs and consumers. Communication with the ODR Platform is possible via the electronic link at: <http://ec.europa.eu/consumers/odr>. The electronic address at which ERGO Hestia can be contacted is the following form: <https://www.ergohestia.pl/obsluga-online/>.
8. If the Customer concludes an insurance contract on someone else's account, it undertakes to provide the Insured with the General Terms and Conditions of ERGO 4 Life Insurance before the Insured consents to the provision of insurance coverage. If the Insured consents to pay for the premium, the Customer shall provide the Insured with the General Terms and Conditions of ERGO 4 Life Insurance prior to obtaining their consent. The Insured shall confirm the receipt of General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.
9. In view of the fact that insurance contracts concluded by ERGO Hestia cannot be used to settle transactions subject to sanctions, bans and restrictions, either international or under Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to pay for any claim or to ensure or grant any benefit in connection with the insurance coverage — in so far as the granting of insurance coverage, payment or provision/granting of any other benefit in connection with the insurance coverage could result in breach of any of the above mentioned Sanctions — provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.
10. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.

§ 36

The General Terms and Conditions of Insurance shall enter into force on 20 December 2020 and shall apply to insurance contracts concluded from that date.

President of the
Management Board



Piotr Maria Śliwicki

Member of the
Management Board
responsible for
Insurance



Adam Roman

Appendix No 1 — definitions of critical illnesses

§ 1

In Appendix No 1 — definitions of critical illnesses, ERGO Hestia had described the definitions of critical illnesses included under insurance coverage in the insurance against Critical illness and Child's critical illness. The terms shall have the following meanings:

ITEM	TERM	WHAT DOES IT MEAN?
1	bacterial meningitis	<p>bacterial meningitis which means inflammation of the membranes that surround the brain and spinal cord, caused by bacteria. The disease must result in neurological defects causing permanent and irreversible inability of the Insured or Child to:</p> <ol style="list-style-type: none"> 1) perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.); or 2) communicate with the environment using verbal communication; or 3) obtain more than 15 points in the MMSE test or an equivalent result in another test of cognitive functions. <p>The diagnosis of neurological defects must be confirmed by a specialist</p>
2	Creutzfeldt-Jakob disease	<p>Creutzfeldt-Jakob disease which means spongiform encephalopathy with symptoms of brain dysfunction with severe progressive dementia, uncontrolled muscle contractions, trembling and athetosis. The condition for payment of the benefit is a clear diagnosis of the disease confirmed by a specialist (neurologist). In the case of justified doubts, ERGO Hestia reserves the right to refer the Insured to a specialist (neurologist) to confirm the diagnosis of the disease. Spongiform encephalopathies of other origin are excluded from the scope of insurance coverage</p>
3	Crohn's disease	<p>Crohn's disease, which means a systemic disease affecting mainly the digestive tract, causing recurrent and persistent diarrhoea, often with blood and mucus. The condition for payment of the benefit is that all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) the disease has led to intestinal fistulas; 2) the disease has led to obstruction of the small intestine, intestine perforation, creation of an artificial intestinal stoma or secondary amyloidosis. <p>The diagnosis of the disease must be confirmed by the results of histopathological examinations</p>
4	Poliomyelitis	<p>poliomyelitis which means infection with the polio virus leading to paralysis of the muscles of the limbs or respiratory tract, provided that such paralysis persisted for a period of at least 3 months. The diagnosis of the disease must be confirmed by a specialist (neurologist)</p>
5	Parkinson's disease	<p>Parkinson's disease that means slowly progressing, degenerative disease of the central nervous system caused by primary degeneration of substantia nigra nerve cells, leading to decrease in the number of neurons producing dopamine. The condition for payment of the benefit is that all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) the disease is of progressive nature; 2) the disease must cause permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.); 3) the diagnosis of idiopathic Parkinson's disease must be confirmed by a specialist (neurologist); however, all differential diagnoses should be explicitly ruled out. <p>The scope of the insurance coverage excludes:</p> <ol style="list-style-type: none"> 1) parkinsonism; 2) parkinsonian symptoms caused by alcohol or drug abuse
6	severe form of rheumatoid arthritis	<p>severe form of rheumatoid arthritis which means a chronic systemic inflammatory disease, mainly affecting joints. The condition for payment of the benefit is that all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) the disease must cause permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.); 2) the Insured received optimal treatment with the use of drugs modifying the course of the disease (including biological medicines, if indicated) for a period of at least three months; 3) the diagnosis of the disease must be confirmed by a specialist (rheumatologist)

ITEM	TERM	WHAT DOES IT MEAN?
7	serious head trauma	serious head trauma which means necrosis of the brain tissue resulting from the injury. ERGO Hestia's liability occurs if the injury has caused neurological defects resulting in permanent and irreversible inability of the Insured or Child to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.). Diagnosis of this critical illness must be confirmed using an imaging examination — magnetic resonance imaging (MRI) or computer tomography (CT). The assessment of neurological defects may be carried out no earlier than after three months following the injury
8	type I diabetes	type I diabetes which means a chronic carbohydrate, fat and protein metabolism disorder resulting from insulin deficiency. The diagnosis of this critical illness must be confirmed by a specialist (diabetologist), together with evidence that the Insured or Child needs to take exogenous insulin for at least three months
9	cardiomyopathy	cardiomyopathy which means only the primary form of the heart disease. The condition for payment of the benefit is that all of the following conditions are met: 1) the Insured had been qualified under class IV according to the NYHA classification with respiratory disorders while at rest; 2) an echocardiographic or scintigraphic test confirms that during a period of at least three months, ejection fraction of left ventricle (EF) was less than 30%. Secondary heart damage caused by hypertension, coronary disease, heart valve defects or the effects of toxic substances shall be excluded from the insurance coverage
10	benign brain tumour	only such benign brain tumour which means a non-malignant but life-threatening brain cancer. The condition for payment of the benefit is that all of the following conditions are met: 1) the existence of the tumour must be confirmed by an imaging examination — magnetic resonance imaging (MRI) or computer tomography (CT); 2) occurrence of serious consequences of cancer, such as the first occurrence of epileptic seizures or motor and sensory disorders which can be objectively verified; 3) the brain tumour: a) necessitates a surgery in order to remove it completely or reduce it; or b) is treated with chemotherapy or radiotherapy; or c) it has reached a degree of advancement where only palliative care is possible. The following are excluded from the scope of insurance coverage: cysts, calcification, granulomas, malformations in cerebral arteries or veins or haematomas
11	benign spinal cord tumour	a benign spinal cord tumour which means a non-malignant but life-threatening cancer of the spinal cord. The condition for payment of the benefit is that all of the following conditions are met: 1) the existence of the tumour must be confirmed by an imaging examination — magnetic resonance imaging (MRI) or computer tomography (CT); 2) there are serious disease symptoms, such as motor and sensory disorders, which are objectively verifiable; 3) the spinal cord tumour: a) requires a surgery in order to remove it completely or reduce it, as far as possible; or b) is treated with chemotherapy or radiotherapy; or c) it has reached a degree of advancement where only palliative care is possible. Hemangiomas are excluded from the insurance coverage
12	myasthenia gravis	myasthenia gravis which means an acquired autoimmune neuromuscular transmission disorder, leading to muscle weakening and fatigue. The condition for payment of the benefit is cumulative fulfilment of the following conditions: 1) weakening of body muscles classified at least in Group III according to the clinical myasthenia gravis classification; 2) both the myasthenia gravis diagnosis and assignment to the relevant class must be confirmed by a specialist (neurologist)
13	neuroborreliosis	neuroborreliosis which means a bacterial infectious disease transmitted by ticks, with the following organ symptoms: lesions in the form of erythema, arthritis and myocarditis as well as various neurological symptoms. The condition for payment of the benefit is that all of the following conditions are met: 1) the necessity of hospital treatment; 2) the infection has caused neurological defects resulting in permanent and irreversible inability of the Insured or Child to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)

ITEM	TERM	WHAT DOES IT MEAN?
14	aplastic anaemia	aplastic anaemia which means irreversible bone marrow damage leading to anaemia, neutropaenia and thrombocytopenia. The condition for payment of the benefit is that both of the following conditions are met: 1) the diagnosis of the disease must be confirmed with a bone marrow examination; 2) the peripheral blood test must meet at least two of the following criteria: a) neutrophil count is less than 1,109/litre; b) reticulocyte count is less than 1% of erythrocytes; c) platelet count is less than 50,109/litre. The scope of insurance coverage does not include aplastic anaemia resulting from the applied treatment (non-steroidal anti-inflammatory drugs, gold, radiotherapy or chemotherapy)
15	renal failure	renal failure which means renal failure at the stage of advancement that requires continuous dialysis or kidney transplantation. The diagnosis of this critical illness must be confirmed by a specialist (nephrologist)
16a	carcinoma in situ	carcinoma in situ which means a form of cancer limited to one tissue of the given organ and which does not exceed its limits of this tissue. The cancer must be verified by means of a histological examination as carcinoma in situ. Changes described histologically as dysplasia and in situ skin cancer are excluded from the scope of insurance coverage.
16b	malignant cancer	malignant cancer which means any malignant disease characterised by uncontrolled growth and spread of malignant cells attacking tissues of a different histological type. The diagnosis must be confirmed by the result of a histological examination or, in the case of cancers of the hematopoietic or lymphatic system, the results of cytological tests. The scope of the insurance coverage excludes: 1) carcinoma in situ, subject to the provisions of item 16a above; 2) malignant skin cancers other than malignant melanoma, which caused invasion of tissues beyond the epidermis; 3) malignant prostate cancer unless it has reached at least T2N0M0 according to the TNM classification; 4) any papillary thyroid cancer unless it has reached at least T2N0M0 according to the TNM classification; 5) any Hodgkin disease or other non-Hodgkin disease, unless they have reached at least Stage 2 according to the Ann Arbor classification; 6) any leukaemia which has not caused clinically significant anaemia. Any disease or condition described or classified as one of the following is not considered to be malignant cancer: 1) precancerous; 2) non-invasive; 3) borderline malignancy or low malignant transformation potential; 4) cervical dysplasia — CIN-1, CIN-2 or CIN-3
17	burns	burns which mean tissue damage caused by thermal, chemical or electrical factors, causing: 1) at least third-degree burns or burns covering more than 15% of the body surface (the percentage of burnt body surface is determined using the Rule of Nines or Lund and Browder charts); 2) at least third-degree burns or burns covering more than 50% of the head surface
18	aortic surgery	aortic surgery which means surgical treatment through thoracotomy or laparotomy in order to repair or partially replace the aorta due to an aortic aneurysm, coarctation of the aorta or traumatic aortic rupture. Aortic surgery means surgery of the thoracic or abdominal aorta, but not their branches
19	brain surgery	brain surgery which means undergoing a brain surgery using the following surgical methods: craniotomy or the laparoscopic method to treat a severe disease or the consequences of trauma, provided that such a surgery was carried out by a specialist (neurosurgeon). Any surgeries which do not require a surgical incision of the skull are excluded from the scope of insurance coverage
20	heart valve surgery	heart valve surgery which means a cardiac surgery which involves repair or replacement of one or more heart valves due to a valvular disease or other abnormality within the heart valve
21	by-pass	by-pass procedure which means undergoing a cardiac surgery which consists in the creation of by-passes in order to circumvent one or more narrowed or completely closed coronary arteries
22	paralysis	paralysis which means total and irreversible loss of muscle function in at least two whole limbs as a result of an accident or disease

ITEM	TERM	WHAT DOES IT MEAN?
23	primary pulmonary hypertension	primary pulmonary hypertension which means a pathological increase in pressure in pulmonary circulation due to structural, functional or pulmonary circulation disorders, which lead to enlargement of the right ventricle. The condition for payment of the benefit is that all of the following conditions are met: 1) the Insured had been qualified under class IV according to the NYHA classification with respiratory disorders while at rest; 2) the average pulmonary pressure must be greater than 30 mm Hg for a period of at least six months (this result is confirmed by an examination involving catheterisation of the right lung at the beginning and at the end of that six-month period). Pulmonary hypertension resulting from causes other than the primary (idiopathic) cause is excluded from the scope of insurance coverage
24	primary lateral sclerosis	primary lateral sclerosis (PLS) which means a disease characterised by progressive degeneration of motor neurons. The disease must result in neurological dysfunction that causes permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)
25	fulminant hepatitis	fulminant hepatitis which means liver necrosis caused by a hepatitis virus infection. The condition for payment of the benefit is that all of the following conditions are met: 1) the occurrence of hepatic encephalopathy and jaundice; 2) the albumin level in serum is less than or equal to 3.5 g/dl (35 g/litre); 3) the INR (prothrombin time ratio) level is higher than 2.2. The disease diagnosis must be confirmed with a serological test
26	septicaemia	septicaemia which means a generalised inflammatory reaction, occurring in the course of a meningococcal or pneumococcal infection, complicated by multi-organ failure. The term “multi-organ failure” means a condition in which two or more organs or systems, including the central nervous system, circulatory system, respiratory system, haematopoietic system, kidneys or liver, do not function properly
27	progressive systemic sclerosis	progressive systemic sclerosis which means a systemic disease of collagen vessels, causing progressive fibrosis of the skin, blood vessels and visceral organs. The diagnosis must be confirmed with biopsy and serological evidence, and the disease must reach the stage of advancement that causes involvement of the heart, lung or kidney. The scope of the insurance coverage excludes: 1) local scleroderma (linear or localised); 2) eosinophilic fasciitis; 3) CREST syndrome
28	progressive supranuclear palsy	progressive supranuclear palsy (PSP) which means a neurodegenerative condition characterised by progressive limitation of cognitive and motor functions. The condition for payment of the benefit shall be occurrence of at least two of the following symptoms, which have persisted for a period of at least 3 months and which, in accordance with current medical knowledge, are incurable: 1) disturbances of vertical eyeball mobility; 2) posture instability; 3) speech disturbances; 4) inability to perform movements; 5) swallowing disturbances; 6) maintaining incorrect posture of the head or neck. The diagnosis of the disease must be confirmed by a specialist (neurologist) on the basis of the following examinations: an imaging examination (magnetic resonance), tests of the parameters of the cerebrospinal fluid (CSF) or an EEG-examination
29	progressive bulbar palsy	progressive bulbar palsy (BPB) which means a disease characterised by progressive degeneration of motor neurons. The disease must result in neurological dysfunction that causes permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)
30	progressive muscular atrophy	progressive muscular atrophy (PMA) which means a disease characterised by progressive degeneration of motor neurons. The disease must result in neurological dysfunction that causes permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)
31	organ transplantation	organ transplantation which means transplantation of a kidney, heart, lung, pancreas, bone marrow or at least one whole liver piece from the donor to the body of the Insured or Child. Autogenous transplantation, transplantation of organs other than those listed above, transplantation of parts of organs (except for a liver piece) or tissue or cell transplantation are excluded from the scope of insurance coverage

ITEM	TERM	WHAT DOES IT MEAN?
32	chronic respiratory failure	chronic respiratory failure which means permanent and irreversible loss of pulmonary function. The condition for payment of the benefit shall be that all of the following conditions are met for a period of 3 at least months: 1) the Insured receives additional oxygen therapy for at least 15 hours a day; 2) the blood oxygen partial pressure in the Insured is less than 55 mmHg/7.33 kPa. The diagnosis of the disease must be confirmed by a specialist (pulmonologist)
33	chronic liver failure	chronic liver failure which means permanent and irreversible loss of the liver function. The condition for payment of the benefit is that all of the following conditions are met: 1) the occurrence of ascites; 2) the albumin level in serum is less than or equal to 3.5 g/dl (35 g/litre); 3) the INR (prothrombin time ratio) level is higher than 2.2. Liver failure resulting from alcohol or drug abuse is excluded from the scope of insurance coverage
34	multiple sclerosis	multiple sclerosis which means a chronic inflammatory disease of the central nervous system, where at least one demyelinating lesion occurs in the brain or spinal cord, demonstrated with an imaging test — magnetic resonance imaging (MRI), computer tomography (CT) or similar, appropriate imaging techniques. Multiple sclerosis must result in a permanent and irreversible neurological deficit, of at least 5.0 according to the Expanded Disability Status Scale (EDSS) or an equivalent result according to another scale defining the degree of disability. The diagnosis of the disease should be confirmed by a specialist (neurologist)
35	amyotrophic lateral sclerosis	amyotrophic lateral sclerosis (ALS) which means a disease characterised by progressive degeneration of motor neurons. The disease must result in neurological dysfunction that causes permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)
36	coma	coma which means a state of deep loss of consciousness without reactions to external stimuli or internal needs, persisting continuously for a period of at least 96 hours, requiring the use of life support equipment. In the case of pharmacologically induced coma, its use must be confirmed by a specialist. The benefit shall also be paid if a coma which did not require the use of life support equipment persists for a period of at least two months
37	lupus nephritis	lupus nephritis which means a nephritis resulting from systemic lupus erythematosus. The condition for payment of the benefit is that all of the following conditions are met: 1) the occurrence of a proliferative form of the disease (confirmation of at least Class III according to the lupus nephritis classification adopted by the International Society of Nephrology/Renal Pathology Society (ISN/RPS)); 2) the estimated glomerular filtration rate (eGFR) is less than 60 ml/min; 3) the diagnosis of the disease was confirmed by a specialist (nephrologist)
38	cerebral stroke	cerebral stroke which means cerebral necrosis (cerebral tissue damage) within a limited area, caused by an acute non-traumatic haemorrhage or ischaemia within the brain, resulting in a permanent and irreversible neurological defect. The diagnosis of the cerebral stroke must be confirmed by an imaging examination — magnetic resonance imaging (MRI) or computer tomography (CT), which confirms the link between the new neurological defect and the new area of encephalomalacia. The assessment of permanent and irreversible neurological defect may be carried out no earlier than 3 months after the stroke. The scope of the insurance coverage excludes: 1) transient ischemic attack (TIA); 2) stroke for which the date of occurrence has not been determined; 3) stroke whose diagnosis is based solely on biomarker examination; 4) stroke whose consequences are limited solely to limited functionality of the sense of smell, functionality of the vestibular system or of the organ of sight
39	multiple organ injury	multiple organ injury which means simultaneous injuries to various body parts, where at least one injury or a combination of injuries is life-threatening. The condition for payment of the benefit is that both of the following conditions are met: 1) the Injury Severity Score (ISS) is at least 16 points, according to the ISS classification, or an equivalent result is obtained according to other scales of injury severity assessment; 2) the multiple organ injury affects at least two anatomical areas specified in the ISS classification
40	lung removal	lung removal which means complete surgical removal of an entire right or entire left lung as a result of a disease or accident. Removal of a part of the lung is excluded from the scope of insurance coverage
41	loss of limbs	loss of limbs which means complete physical loss of all fingers of both hands, all toes of both feet or all fingers of one hand and all toes of one foot

ITEM	TERM	WHAT DOES IT MEAN?
42	loss of speech	loss of speech which means permanent and irreversible loss of speech as a result of an accident or disease. The loss of speech must persist continuously for a period of at least twelve months. The benefit shall not be paid if, according to medical knowledge, any device, implants, treatment or other assistance may result in partial or complete restoration of speech. The scope of the insurance coverage excludes the consequences of mental disorders
43	loss of hearing	loss of hearing which means permanent and irreversible loss of hearing with respect to all acoustic stimuli up to 80 decibels at all frequencies, as a result of an accident or disease. The diagnosis of the disease must be confirmed by a specialist (otologist, otolaryngologist) The benefit shall not be paid if, according to medical knowledge, any device, implants, treatment or other assistance may improve the hearing ability in the form of reception of acoustic stimuli up to 80 decibels
44	loss of vision	loss of vision which means a confirmed clinically irreversible, significant or complete, vision disturbances in both eyes as a result of a disease or accident, provided that the corrected visual acuity of the better eye is less than 6/60 or that a reduction of the field of vision of less than 20° persists in each eye. The diagnosis of this critical illness must be confirmed by a specialist (ophthalmologist). The benefit shall not be paid if any device, implant, treatment or other assistance may result in partial or complete restoration of vision
45	ulcerative colitis	ulcerative colitis which means a chronic inflammatory disease of the colon. The condition for payment of the benefit is that all of the following conditions are met: 1) the disease has threatened or threatens life due to bloody diarrhoea, obstruction of the intestines or perforation of the colon; 2) the colon has been removed completely or an artificial anus has been created as part of treatment of the disease; 3) the diagnosis of the disease must be confirmed with the result of a histological examination
46	advanced dementia (including Alzheimer's disease)	only such advanced dementia (including Alzheimer's disease) which means a significant deterioration of cognitive abilities as a result of a dementia disease, such as Alzheimer's disease. The condition for payment of the benefit is that all of the following conditions are met: 1) the as a result of the disease, it was determined that the Insured is permanently and irreversibly unable to: a) perform at least three of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.); b) obtain more than 9 points in the MMSE test or an equivalent result in another test of cognitive functions; c) function without the constant care of another person; 2) the diagnosis of the disease must be confirmed by a physician specialising in diagnosis of cognitive disorders; 3) the presence of dementia must be confirmed with documented evidence, including the results of examinations and standardised tests used for measuring cognitive functions. Other mental disorders, including diseases resulting from alcohol or drug abuse, are excluded from the scope of insurance coverage
47	encephalitis	encephalitis which means acute encephalitis caused by bacteria or viruses. The disease must result in neurological defects causing permanent and irreversible inability of the Insured or Child to: 1) perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.); or 2) communicate with the environment using verbal communication; or 3) obtain more than 15 points in the MMSE test or an equivalent result in another test of cognitive functions. The diagnosis of neurological defects must be confirmed by a specialist (neurologist, psychiatrist) no earlier than 3 months after the date of infection
48	HIV infection by blood transfusion	HIV infection by blood transfusion which means that the Insured or Child was infected with the human immunodeficiency virus (HIV) due to a blood transfusion after the date of commencement of the insurance coverage. The condition for payment of the benefit is that both of the following conditions are met: 1) the institution which carried out the transfusion accepts responsibility or there is a final judgment of the court that cannot be appealed against that indicates such responsibility; 2) ERGO Hestia has obtained access to all blood samples and independent tests of such samples have been ordered. The benefit shall not be paid if any of the following circumstances occurs: 1) the cause of the infection was other than a blood transfusion, including an infection caused by intravenous drug use or sexual activity of the Insured or Child; 2) the Insured or Child is suffering from haemophilia

ITEM	TERM	WHAT DOES IT MEAN?
49	myocardial infarction	<p>myocardial infarction which means myocardial necrosis resulting from obstruction of coronary arteries. The myocardial infarction must be confirmed by the occurrence of a temporary increase in concentration of troponin T or troponin I or cardiac enzymes, including CK-MB, above generally accepted laboratory reference levels for myocardial infarction, while at least one of the following chances occurs:</p> <ol style="list-style-type: none"> 1) typical symptoms of acute myocardial infarction; 2) new changes in electrocardiogram (ECG), typical of a recent acute myocardial infarction; 3) new disturbances to heart wall mobility, confirmed with imaging examinations; 4) the presence of a thrombus in the coronary artery, found in an angiographic test. <p>The scope of the insurance coverage excludes:</p> <ol style="list-style-type: none"> 1) any event that has not been confirmed as a myocardial infarction by a specialist (cardiologist); 2) myocardial infarction for which the date of occurrence has not been determined; 3) an increase in heart biomarkers resulting directly from a cardiac procedure (coronary angiography or coronary angioplasty)
50	pseudobulbar palsy	<p>pseudobulbar palsy which means a disease characterised by progressive damage to the central motor neuron. The disease must result in neurological dysfunction that causes permanent and irreversible inability of the Insured to perform at least one of the six everyday activities specified in § 2 of the General Terms and Conditions of ERGO 4 Life Insurance in the definition of total incapacity for work (item 2d, from i. to vi.)</p>

§ 2

The specialist medical terms used in § 1 to define critical illnesses shall be understood in accordance with the following definitions:

- 1) **The MMSE test** (Mini-Mental State Examination) — a screening tool (test) used to assess dementia, most frequently used by specialists (neurologists, psychiatrists).
- 2) **The NYHA (New York Heart Association) scale** — a tool proposed by the New York Heart Association (NYHA) for the classification of severity of heart failure symptoms.

NYHA Class	Clinical symptoms
I	patients suffering from heart failure which does not, however, reduce their physical activity. Regular daily tasks do not result in excessive fatigue, palpitation, dyspnoea or angina
II	patients suffering from a slight impairment of activity. Daily tasks result in the occurrence of the aforementioned symptoms. The symptoms do not occur while the patients are at rest
III	patients with considerably limited activity due to the occurrence of symptoms during small efforts, such as washing or getting dressed. The symptoms do not occur while the patients are at rest
IV	patients for whom minimal effort causes fatigue, dyspnoea, palpitation or angina and these symptoms also occur while the patients are at rest

- 3) **The Ann Arbor Classification** — classification determining the stage Hodgkin lymphoma (disease):

Stage	Characteristics
I	involvement of 1 group of lymph nodes, lymphatic organ (spleen, thymus, Waldeyer's ring) or limited involvement of one extralymphatic organ (IE)
II	involvement of ≥ 2 groups of lymph nodes on the same side of the diaphragm or unifocal involvement of one extralymphatic organ through continuity and ≥ 1 group of lymph nodes on the same side of the diaphragm (IIE)
III	involvement of lymph nodes on both sides of the diaphragm with or without accompanying unifocal involvement of an extralymphatic organ (IIIIE) or involvement of the spleen (IIIS) or unifocal involvement of an extralymphatic organ and the spleen (IIISE)
IV	diffuse or disseminated involvement of an extralymphatic organ, with or without the involvement node groups

- 4) **The (Wallace) Rule of Nines** — the rule of nines serves to determine the burn area on the body in individuals over the age of 15.

Body surface area	Percentage of the total body surface area
Head surface area	9%
Entire upper extremity surface area	9%
Abdomen surface area	9%
Chest surface area	9%
Posterior thorax surface area	18%
Entire lower extremity surface area	18%
Perineum surface area	1%

- 5) **The Lund and Browder charts** — the charts determine the percentage of the total body surface area of a Child in individual years of life:

Body surface area	1 st month of life	1 st –4 th year of life	5 th –9 th year of life	10 th –14 th year of life	15 th year of life
Head	19%	17%	13%	11%	9%
Neck	2%	2%	2%	2%	2%
Anterior thorax	13%	13%	13%	13%	13%
Posterior thorax	13%	13%	13%	13%	13%
Buttock	2.5%	2.5%	2.5%	2.5%	2.5%
Perineum	1%	1%	1%	1%	1%
Arm	4%	4%	4%	4%	4%
Forearm	3%	3%	3%	3%	3%
Hand	2.5%	2.5%	2.5%	2.5%	2.5%
Thigh	5.5%	6.5%	8%	8.5%	9%
Lower thigh	5%	5%	5.5%	6%	6.5%
Foot	3.5%	3.5%	3.5%	3.5%	3.5%

- 6) **The TNM classification** — classification used to determine the stage of malignant cancer:

TNM classification	Description
T_x — the primary tumour cannot be assessed	
T₀ — no evidence of primary tumour	
T_{is} — carcinoma in situ, i.e. one which could not have caused metastasis	the size of the primary tumour (T). The scale from 0 to 4 determines the extent of the primary tumour and its relation to the surrounding tissues
T₁, T₂, T₃, T₄ — subsequent stages in the development of the primary tumour; typically, the higher the number, the larger the tumour or the more surrounding structures it occupies	
N_x — cannot be assessed	
N₀ — lymph nodes without metastases	the condition of regional lymph nodes (N). Scale from 0 to 3 (in the case of parts of tumours, up to 2 or 1). The N characteristic indicates the degree of spread of the cancer to regional lymph nodes
N₁, N₂, N₃, N₄ — metastases to lymph nodes increasingly distant from the primary tumour	
M_x — cannot be assessed	
M₀ — no distant metastases	absence or presence of distant metastases (M). Scale from 0 to 1
M₁ — presence of distant metastases	

7) **The EDSS (Expanded Disability Status Scale)** — the scale used to assess the clinical condition in terms of mobility. The EDSS is based on determining the occurrence of symptoms in a typical neurological examination.

0	Normal neurological exam
1	No disability, minimal signs in one FS
2	Minimal disability in one FS
3	Moderate disability in one FS or mild disability in 3 or 4 FS; no impairment to walking
4	No impairment to walking and self-sufficiency for more than 12 hours a day in spite of relatively significant disability, which typically consists in one FS of the 4th degree; able to walk without aid or rest for 500 m.
5	Able to walk without aid or rest for approximately 200 m; disability severe enough to fully impair daily activities
6	Walking aid used periodically or constantly on one side (cane, crutch, support), required to walk approximately 100 m with or without rest
7	Unable to walk more than 5 m even with aid; moving primarily with the use of a wheelchair, spending more than 12 hours a day in it
8	Moving only with the use of a wheelchair or pushed in it, but spending most of the day out of the wheelchair; retains many self-care functions, can generally use their upper extremities effectively
9	Confined to bed and dependent, can still communicate and eat
10	Death due to multiple sclerosis

Appendix No 2 — Global Doctors insurance terms

I. General provisions

§ 1

1. In this Appendix No 2 — Global Doctors insurance terms (hereinafter: “Global Doctors IT”), Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA in Sopot, ul. Hestii 1 (hereinafter: “ERGO Hestia”) described the terms and conditions on which ERGO Hestia provides insurance coverage under the Global Doctors insurance. Global Doctors IT are also binding to the insured persons if they are covered by insurance under the Global Doctors insurance. In matters not regulated separately in Global Doctors IT, the provisions of the General Terms and Conditions of ERGO 4 Life Insurance shall apply.
2. The insurance coverage may only be provided to the Insured or Child whose permanent place of residence is in Poland and who did not stay abroad for more than 183 days in the course of the 12 months preceding their inclusion under the insurance coverage.
3. The benefits referred to in § 2 section 1 and § 3 section 2 of Global Doctors IT for claims under the same coverage module shall be realised, according to the rules set forth in Global Doctors IT, **within an up to 36-month benefit period. The 36-month benefit period** shall be determined separately for each coverage module at the time of reporting the first claim under that coverage module and shall be calculated from the first journey commencing treatment abroad.
4. The terms used in Global Doctors IT shall have the meaning set forth in the General Terms and Conditions of ERGO 4 Life Insurance and in the following definitions, included in alphabetical order, in which ERGO Hestia uses some terms with a specific meaning that is different from the commonly used meaning:

TERM	WHAT DOES IT MEAN?
Certificate of treatment abroad	written consent issued by Further for the organisation and coverage of costs of treatment abroad as well as other benefits and services that are covered by the Global Doctors insurance
Follow Up Care	a benefit which includes a check-up of the health condition of the Insured or Child after their return to Poland, planned by the attending physician abroad. This check-up shall include diagnostic, preventive or screening tests and the associated medical consultations, carried out exclusively in medical facilities recommended or accepted by Further in Poland or abroad. The purpose of Follow Up Care is to determine whether the Insured or Child may suffer from a serious medical condition in the future and to prevent serious medical conditions or their recurrence
Further	Further Underwriting International SLU (with its registered office in Spain, Paseo Recoletos 12, 28001 Madrid), an entity acting on behalf of ERGO Hestia, which organises and carries out the benefits covered by the Global Doctors insurance, including the provision of services and supervision of the organisation of the treatment process of the Insured or Child
Hospitalisation	treatment at a hospital, lasting continuously at least 24 hours
Implant	an artificial device which replaces a whole organ or a part of it or replaces a function, in whole or in part, of a non-functioning or incorrectly functioning body part
Tissue engineering	a process relating to cells or tissues modified so that they can be used to repair, regenerate or replace human tissues
Risk assessment questionnaire	a form on the basis of which ERGO Hestia carries out an insurance risk assessment, completed and confirmed by the Insured, Child or a statutory representative in the case of a minor Child, before the Insured or Child is covered by insurance under the Global Doctors insurance

TERM	WHAT DOES IT MEAN?
Treatment abroad	<p>treatment of a serious medical condition organised by Further during the applicable benefit period, which:</p> <ol style="list-style-type: none"> 1) takes place under the basic Variant outside Poland and the USA, and under the extended Variant — outside Poland; and 2) is medically necessary, i.e.: <ol style="list-style-type: none"> a) is recommended for treating a serious medical condition in order to improve the health condition of the Insured or Child; and b) is considered to be the most effective manner of treatment to improve the health condition of the Insured or Child, both in medical and cost terms, in accordance with current medical knowledge about a given serious medical condition (including the guidelines of the National Comprehensive Cancer Network within the scope of cancer treatment, i.e. NCCN — Clinical Practice Guidelines in Oncology). <p>The assessment of whether the treatment is medically necessary shall be carried out by a Further physician or medical team, taking into account the scope of insurance, the recommendation of the consulting physician and in cooperation with the attending physician conducting the treatment abroad.</p>
Experimental treatment	<p>a treatment method, practice, procedure or product whose efficacy and safety have not been scientifically and medically confirmed or which are in the process of research or tests and which have not been authorised for use in accordance with the requirements of the law of the country in which the treatment of a serious medical condition is carried out</p>
Physician	<p>a person who has formally confirmed qualifications for treatment of people, in accordance with the law of the country in which the physician is engaged in professional activity, pursuing a profession within the scope of their authorisations and qualifications</p>
Consulting physician	<p>a physician operating outside the territory of Poland, designated by Further, with the medical specialisation and professional experience appropriate for the specific nature of the serious medical condition of the Insured or Child</p>
Drugs	<p>any substance or combination of substances obtainable only with a prescription, authorised in a given country, which may be administered to the Insured or Child in order to:</p> <ol style="list-style-type: none"> 1) restore, improve or modify the physiological functions of the organism through pharmacological, immunological or metabolic effects; or 2) provide a diagnosis. <p>A drug is also a substitute of the drug specified in the</p>
Alternative (non-conventional) medicine	<p>systems, procedures and medical and healthcare products which are not a part of conventional medicine (medicine based on scientific research), including: acupuncture, aromatherapy, chiropractic, homeopathy, ayurveda, traditional Chinese medicine, osteopathy</p>
Conventional medicine	<p>medicine based on scientific research</p>
Coverage module	<p>a serious medical condition or a group of serious medical conditions covered by the scope of insurance, specified in the table in § 2 section 1 of Global Doctors IT</p>
Benefit period	<p>a period of thirty-six (36) months, beginning on the date of the first journey commencing the treatment abroad, determined separately for each coverage module at the time of submission of the first claim under that coverage module, which leads to the organisation of and payment for travel under the Global Doctors insurance. The respective coverage period shall be the period during which the benefits set forth in Global Doctors IT are provided under the Global Doctors insurance due to claims in respect of the same coverage module</p>
Accompanying person	<p>a person travelling together with the Insured or Child in order for the Insured or Child to undergo treatment and staying with the Insured or Child during the course of the treatment</p>
Medical facility	<p>a hospital, clinic, outpatient clinic or medical office, operating in accordance with the requirements of the law of the country in which it is located, as well as medical practice run in accordance with the requirements of the law of the country where it is run</p>
Serious medical condition	<ol style="list-style-type: none"> 1) diagnosis of the Insured or a Child with malignant cancer; or 2) diagnosis of the Insured or Child with malignant cancer at the pre-invasive stage, in situ carcinoma or severe precancerous dysplasia, requiring treatment; or 3) diagnosis of the Insured or Child with a disease or the occurrence of an injury, requiring: <ol style="list-style-type: none"> a) a coronary bypass surgery; b) a neurosurgery; c) heart valve replacement or repair; d) transplantation of organs from a living donor; e) transplantation of bone marrow
Prescription	<p>a written medical order on the basis of which the pharmacy prepares medicines or issues ready-made drugs</p>
Expert report	<p>an opinion on a diagnosis, health condition and treatment of the insured or Child, drawn up by the consulting physician on the basis of medical records as part of the Second Medical Opinion benefit</p>
Force majeure	<p>unforeseeable external events the effects of which could not have been prevented</p>
Hospital	<p>a health care establishment operating in accordance with the requirements of the law of the country in which it is located, responsible for treatment and providing round-the-clock medical care of qualified health professionals</p>

TERM	WHAT DOES IT MEAN?
CAR (chimeric antigen receptor) T-cell therapy	therapy with the use of T-cells with chimeric antigen receptors — a type of treatment where the function of T-cells (a type of immune system cells) has been modified in a laboratory so that they are able to find and attack cancer cells. T-cells are obtained from blood
Gene therapy	a procedure involving genes that create a therapeutic, prophylactic or diagnostic effect and comprises in introduction of genes or DNA or RNA fragments created in a laboratory into the body in order to treat different types of diseases (including genetic diseases, cancers or chronic diseases)
Somatic cell therapy	a procedure which concerns cells or tissues which have been modified in order to change their biological characteristics or a procedure involving the use of cells or tissues in a role other than their primary biological role in the body
Medical transport	transport adapted to the health condition of the Insured or Child, recommended by the consulting physician, carried out according to their indications
Insurance event	occurrence of a serious medical condition covered by the scope of Global Doctors insurance during the term of the insurance coverage

II. The scope of ERGO Hestia's liability

This chapter describes the scope of insurance coverage under the Global Doctors insurance and lists situations which are not covered by insurance as well as situations in which ERGO Hestia is not liable for insurance events which may arise.

§ 2

1. The subject-matter insured is the health of the Insured or Child. The Customer selects the scope of insurance coverage under the Global Doctors insurance from among the variants presented in the table below. Serious medical conditions falling within the scope of insurance, presented in the table below broken down by variant, are allocated to specific protection modules:

Item	VARIANTS	BASIC	EXTENDED
1	Scope of insurance — serious medical condition		
1A	Treatment of malignant cancer		
COVERAGE MODULE 1: TREATMENT OF MALIGNANT CANCERS			
1Aa	Malignant cancer	YES	YES
1Ab	Malignant cancer at pre-invasive stage or carcinoma in situ	NO	YES
1Ac	Severe precancerous dysplasia	NO	YES
1B	Treatment of other serious medical conditions		
medical procedures in coverage modules 2, 3 and 4 are included in the scope of insurance if the disease subject to the procedure is not associated with the treatment of malignant cancers			
COVERAGE MODULE 2: CIRCULATORY SYSTEM			
1Ba	Heart valve replacement or repair	NO	YES
1Bb	Coronary artery bypass surgery	NO	YES
COVERAGE MODULE 3: NEUROSURGERY			
1Bc	Neurosurgery	NO	YES
COVERAGE MODULE 4: TRANSPLANTS			
1Bd	Przeszczerpienie narządów od żywego dawcy	NIE	TAK
1Be	Przeszczerpienie szpiku kostnego	TAK, pod warunkiem, że przeszczepienie szpiku kostnego jest związane z nowotworem złośliwym	TAK

Item	VARIANTS	BASIC	EXTENDED
2	Rodzaje świadczeń		
2A	Second Medical Opinion (druga opinia medyczna)	TAK	TAK
2B	Medical Concierge Service (opieka medyczna za granicą)	TAK	TAK
2C	Treatment of malignant cancer	1Aa	1Aa, 1Ab, 1Ac
2D	Treatment of other serious medical conditions	1Be, provided that bone marrow transplantation is associated with a malignant cancer	1Ba, 1Bb, 1Bc, 1Bd, 1Be
2E	Coverage of the following costs: 1) medical; 2) travel and medical transportation; 3) accommodation; 4) repatriation of remains	YES	YES
2F	Follow Up Care	YES	YES
2G	Coverage of the costs of medicines purchased after treatment abroad	NO	YES
2H	Daily hospital allowance	NO	YES
3	Place of provision of medical care abroad under the Medical concierge service		
		Worldwide, not including Poland and the USA	Worldwide, not including Poland
4	The sum insured and liability limits for individual benefits under the Global Doctors insurance		
4A	Total liability under the Global Doctors insurance, regardless of the number of serious medical conditions (including the following costs: medical, travel or medical transport, accommodation, repatriation of remains, purchase of medicines, daily hospital allowance, in accordance with the scope of insurance under different variants)	EUR 1 000 000 throughout the life of the Insured or Child	EUR 2 000 000 throughout the life of the Insured or Child
4B	Coverage of the costs of medicines purchased after treatment abroad	not applicable	up to EUR 50,000 throughout the life of the Insured or Child
4C	Daily hospital allowance	not applicable	EUR 100 per day (a maximum of 60 days for each hospitalisation during the treatment of the Insured or Child outside the territory of Poland)

YES — available under insurance
NO — not available under insurance

2. The sum insured and limits of ERGO Hestia's liability expressed in EUR are translated into currencies in which a given cost was incurred in accordance with the average NBP exchange rate from the period of three months preceding the day when the costs were incurred.
3. On behalf of ERGO Hestia, Further arranges and covers the costs of benefits in the event of occurrence of a serious medical condition covered by the scope of the Global Doctors insurance during the insurance coverage period, provided **that all of the following conditions** are met:
 - 1) the serious medical condition must be caused by a disease first diagnosed or treated after the commencement of the insurance coverage, subject to section 5 below;
 - 2) the diagnosis leading to the commencement of organisation of the Medical Concierge Service was confirmed in an expert report of the consulting physician under the Second Medical Opinion service, subject to § 8 section 2 of the Global Doctors IT;
 - 3) the benefit period established for the coverage module applicable to the specific serious medical condition has not ended;

- 4) the treatment is necessary from a medical point of view, with the necessity from a medical point of view being defined in the definition of treatment abroad, as provided in § 1 section 4 of the Global Doctors IT;
- 5) the treatment costs under the Medical Concierge Service are incurred:
 - a) in the basic variant — outside the territory of Poland and the USA, and
 - b) in the extended variant — outside the territory of Poland,
except for the costs of medicines purchased after treatment abroad under the extended variant, the costs of Follow Up Care and medical costs incurred in Poland, in accordance with the provisions of § 3 section 2 items VII-VIII and § 4 section 4 of the Global Doctors IT.
4. The day of occurrence of a serious medical condition shall be deemed to be the day during the insurance coverage period on which, according to the medical records:
 - 1) tests confirming a malignant cancer, malignant cancer at the pre-invasive stage, carcinoma in situ or severe cancerous dysplasia were performed; or
 - 2) performance of a coronary bypass surgery, heart valve replacement or repair surgery, neurosurgery, transplantation of organs from a living donor or transplantation of bone marrow was recommended.
5. During the first 180 days in the basic variant, and during the first 90 days in the extended variant, counting from the date of commencement of insurance coverage under the Global Doctors insurance, ERGO Hestia shall be liable solely for serious medical conditions resulting from an accident that occurred during the insurance coverage period. The provisions of the first sentence shall not apply in the event of continuous extension of insurance coverage under the Global Doctors insurance for subsequent insurance periods under subsequent insurance contracts.
6. The period of the first 180 days in the basic variant and the period of the first 90 days in the extended variant, referred to in section 5 above, shall include the insurance coverage period under previous contracts with the Best Doctors or Global Doctors insurance, which according to information provided to ERGO Hestia by the Customer or the Insured were previously concluded with Sopockie Towarzystwo Ubezpieczeń Ergo Hestia SA or Sopockie Towarzystwo Ubezpieczeń na Życie Ergo Hestia SA. The condition for applying the provisions of the first sentence shall be uninterrupted continuation of insurance, which shall also be deemed to include the conclusion of the contract with the Global Doctors insurance with the insurance coverage period commencing within 30 days of the end of the insurance coverage under the previous contract with the Best Doctors or Global Doctors insurance. The periods of 180 days and 90 days, as referred to in the first sentence, shall only include the period of insurance coverage under a previous contract with Best Doctors or Global Doctors insurance in the case of those serious medical conditions which are both covered by liability under the newly concluded contract with Global Doctors insurance and were covered by ERGO Hestia's liability under previous contracts with Best Doctors or Global Doctors insurance.
7. The scope of the insurance coverage provided, described in sections 5 and 6 above, was taken into account by ERGO Hestia in calculating the insurance premium.

§ 3

1. In the table below, ERGO Hestia has described the definitions of serious medical conditions covered by insurance under the Global Doctors insurance, depending on the selected insurance variant:

Item	TERM	WHAT DOES IT MEAN?
	Malignant cancer	any malignant cancer, including leukaemia, sarcoma or lymphoma, characterised by uncontrolled growth and spread of malignant cells and invading tissues
I	Malignant cancer at pre-invasive stage, carcinoma in situ	any carcinoma in situ limited to the epithelial layer where it occurred and sparing the connective and surrounding tissues
	Severe precancerous dysplasia	any pre-cancerous changes in cells, classified in cytology or histology and pathology as areas of high grade dysplasia or serious dysplasia.
II	Coronary artery bypass surgery	a surgery consisting in creating bypasses to divert from at least one narrowed or closed coronary artery
III	Heart valve replacement or repair	invasive replacement or repair of at least one heart valve, whether or not the replacement or repair is carried out with an open chest, using a minimally invasive method or by means of treatment with a cardiac catheter
IV	Neurosurgery	1) surgical intervention in the brain or intracranial structures; 2) treatment of benign neoplasm in the spinal cord.
V	Transplantation of organs from a living donor	a surgical transplantation during which the Insured or Child receives a kidney, a piece of liver, a lung lobe or a part of pancreas from a living donor
VI	Transplantation of bone marrow	transplantation of bone marrow cells or transplantation of stem cells from peripheral blood to the Insured or Child, obtained from: 1) the Insured or Child (autologous transplantation of bone marrow); or 2) a living matching donor (allogenic transplantation of bone marrow)

2. The benefits indicated in the table in § 2 items 2A-2H of the Global Doctors IT include the organisation of treatment, performance of medical procedures and coverage of costs as shown in the following table:

Item	TYPE OF BENEFIT	SCOPE OF BENEFIT
I	Second Medical Opinion	issuance of an expert report based on the analysis of medical records of the diagnosed serious medical condition of the Insured or Child, drawn up by a consulting physician; for one serious medical condition, Further shall prepare a single second medical opinion, subject to § 7 section 5 of the Global Doctors IT
II	Medical Concierge Service	providing the Insured, Child or statutory representative in the case of a minor Child with information about a maximum of three medical facilities eligible for further treatment of a serious medical condition outside the territory of Poland, recommended in the expert report issued by the consulting physician, as well as organisation and coverage of the costs of medical care abroad, together with organisation and coverage of costs of travel and accommodation
III	Medical expenses paid during treatment abroad	<ol style="list-style-type: none"> 1) costs incurred by the hospital for: <ol style="list-style-type: none"> a) stay in the hospital room, unit, department or intensive care unit; b) additional bed for the stay of the accompanying person in hospital, if the hospital provides such a service; c) food during hospitalisation; d) medical services provided by outpatient departments of hospitals; e) surgeries performed in the operating room; 2) costs incurred by the one-day surgery/treatment clinic or outpatient clinic; 3) costs incurred by an outpatient clinic or independent centre, but only if the medical procedures carried out would be covered by the scope of the insurance contract in the case of hospital treatment; 4) costs of care provided by physicians, nurses and other medical personnel at each hospital ward, where — in accordance with the recommendations of the attending physician conducting the treatment abroad and due to the course of treatment — the treatment is necessary and in an outpatient clinic, in accordance with the hospital's rules; 5) costs of anaesthetic care covering the preparation of the Insured or child for anaesthesia, anaesthesia and care over the Insured or Child after the anaesthesia; 6) costs of laboratory analysis, pathology tests, X-ray examinations, chemotherapy, electrocardiography, ultrasonography, tests with radioisotopes, echocardiography, myelography, encephalography, angiography, computer tomography, magnetic resonance and other examinations prescribed by the physician to diagnose and treat a serious medical condition;

Item	TYPE OF BENEFIT	SCOPE OF BENEFIT
III	Medical expenses paid during treatment abroad continued	<p>7) costs of radiotherapy: high-energy radiation aimed at reducing tumours and killing cancer cells with X-rays, gamma rays and charged particles, which are types of radiation used for treatment of cancer, or supplied by a device outside the body (external beam radiation) or by a radioactive material placed in the body near the cancer cells (internal radiotherapy);</p> <p>8) costs of procedures ordered by physicians, including: blood, plasma and injectable solutions transfusion, injection, oxygen therapy;</p> <p>9) costs of reconstructive surgery, which involves reconstruction or repair of the body structure in order to correct its functions;</p> <p>10) costs of medicines used on the basis of a prescription issued by a physician during hospitalisation of the Insured or Child in connection with treatment of a serious medical condition covered by the insurance. The costs of medicines related to postoperative treatment shall be covered for a period of 30 days from the date of completion of the stage of treatment carried out outside the territory of Poland by the Insured or Child and only if they were purchased before the return to Poland;</p> <p>11) costs of treatment of complications or adverse reactions directly related to the medical procedures organised and paid for by Further, which:</p> <p>a) require immediate medical assistance in a hospital or in clinical conditions; and</p> <p>b) are necessary if the Insured or Child is to be deemed capable of making the return trip to Poland after the end of the treatment abroad;</p> <p>12) costs of transport by a road or air ambulance, if their use is indicated and recommended by the consulting physician and approved by Further;</p> <p>13) costs associated with transplantation from a living donor under the extended variant, which include:</p> <p>a) procedures for finding potential donors among the members of the family of the Insured or Child;</p> <p>b) hospital services rendered to the donor, including: accommodation in a room or on a ward and meals during hospitalisation, medical and nursing care during hospitalisation, medical personnel service, laboratory and diagnostic tests ordered by the physician;</p> <p>c) surgical retrieval of an organ or bone marrow for the Insured or Child;</p> <p>14) costs of services and materials supplied for the purpose of growing bone marrow in connection with tissue transplantation in the Insured or Child, incurred from the date of issue of the certificate of treatment abroad, under the extended variant</p>
IV	Costs of travel and medical transport related to treatment abroad	<p>costs of transport of the Insured or Child, the accompanying person (or two accompanying persons, if the Child is treated) and, in the case of organ transplantation under the extended variant, of the living donor, solely for the purpose of obtaining treatment abroad approved by Further under the certificate of treatment abroad. The entire travel is organised by Further.</p> <p>Further is responsible for the choice of transport dates for each trip covered by the scope of the Global Doctors insurance based on the approved treatment schedule. The Insured, Child or statutory representative in the case of a minor Child shall be informed of the date at least 3 days before the journey, unless the Insured, Child or statutory representative in the case of a minor Child agrees to a shorter notice period.</p> <p>The Insured, Child or statutory representative in the case of a minor Child will be asked by Further to accept the proposed transport dates. Further will not make new arrangements for travel and accommodation on dates other than those previously accepted by the Insured, Child or statutory representative in the case of a minor Child, unless the failure to meet previously established transport dates occurred for verifiable medical reasons.</p> <p>Costs of travel and medical transport in treatment abroad shall include:</p> <p>1) transport from the place of residence to the designated international airport or railway station;</p> <p>2) economy class train or air tickets to the city of destination where treatment is to be provided and transport to the designated hotel;</p> <p>3) transport from the designated hotel or hospital to the designated international airport or railway station;</p> <p>4) economy class train or air tickets, followed by transport to the place of residence</p>

Item	TYPE OF BENEFIT	SCOPE OF BENEFIT
V	Costs of accommodation during treatment abroad	<p>costs of accommodation of the Insured or Child, the accompanying person (or two accompanying persons, if the Child is treated) and, in the case of organ transplantation under the extended variant, of the living donor, solely for the purpose of obtaining treatment abroad approved by Further under the certificate of treatment abroad. All accommodation shall be organised by Further for each journey.</p> <p>Further is responsible for the choice of accommodation booking dates for each trip covered by the scope of the Global Doctors insurance based on the approved treatment schedule. The Insured, Child or statutory representative in the case of a minor Child shall be informed of the date at least 3 days before the departure, based on the arrangement with the physician in charge of the treatment regarding the condition of the Insured or Child allowing for the journey, unless the Insured, Child or statutory representative in the case of a minor Child agrees to a shorter notice period.</p> <p>The organised accommodation includes the costs of stay in a double room with breakfast in a three- or four-star hotel (the choice of the hotel depends on the availability and distance from the hospital or the physician conducting the treatment, within a radius of 10 km).</p> <p>The costs of meals (excluding breakfast) and additional costs at the hotel are not covered by the scope of insurance. The Insured, Child or legal representative in the case of a minor Child shall not be entitled to pay the cost of increasing the accommodation standard on their own.</p>
VI	Costs of repatriation of remains	<p>the costs of repatriating the remains of the Insured, Child or donor in the case of transplantation under the extended variant, to a place of burial in Poland, if the death of the Insured, Child or — in the case of transplantation of organs under the extended variant — donor occurred during a treatment abroad organised by Further. The costs of repatriation of the remains include:</p> <ol style="list-style-type: none"> 1) purchase of a transport coffin; 2) embalming of the remains; 3) transport
VII	Medical costs paid after the return from treatment abroad: Costs of medicines	<p>the costs incurred for purchase of medicines after returning to Poland in the context of continuation of a treatment process organised by Further under the extended variant, where the Insured or Child was hospitalised outside the territory of Poland for more than 3 days, provided that all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) the medicine is authorised in Poland; and 2) the medicine is available for purchase in Poland within a time frame and in a manner that allows for the continuation of treatment; and 3) the medicine is only issued in Poland with a prescription; and 4) the medicine is recommended by Further as necessary in the process of continued treatment — in accordance with the recommendation of the foreign physician or physicians who treated the Insured or Child; and 5) each prescription includes a dose allowing for the medicine to be taken for a period of not more than two months (if the prescription includes a higher dose, the costs of medicines prescribed for two months are reimbursed); and 6) all prescriptions were issued before the expiry of the relevant benefit period. <p>Purchase of the medicine in Poland under the provisions of this § 3 section 2 item VII must be organised and paid for directly by the Insured, Child or the statutory representative in the case of a minor Child.</p> <p>ERGO Hestia shall reimburse the Insured, Child or statutory representative in the case of a minor Child after receiving the relevant prescription, invoice and proof of payment.</p> <p>Where the cost of a medicine was reimbursed in whole or in part by the public healthcare system in Poland, ERGO Hestia shall reimburse only those costs which were not reimbursed if they were paid directly by the Insured, Child or statutory representative in the case of a minor Child. The request for reimbursement of the cost of a medicine must clearly indicate the costs which were paid by the Insured, Child or statutory representative in the case of a minor Child, separately from the reimbursed costs.</p> <p>If a medicine recommended and confirmed by Further (or an equivalent medicine of similar efficacy):</p> <ol style="list-style-type: none"> a) is not authorised or authorised in Poland in accordance with the conditions set out in items 1-3) above; or b) is not available for purchase in Poland in another manner or within a time frame allowing for continuation of treatment; and c) meets all other conditions set out in items 4-6 above, <p>in the context of the Global Doctors insurance, the costs of medicines purchased outside the territory of Poland will also be paid. In such a case, Further shall organise the issue of a prescription and the necessary transport and accommodation on terms set forth in § 3 section 2 points IV-V of the Global Doctors IT for the Insured or Child and the specified accompanying person or persons</p>

Item	TYPE OF BENEFIT	SCOPE OF BENEFIT
VIII	Medical costs paid after the return from treatment abroad: Follow Up Care	<p>after the end of a given stage of treatment abroad, under the Global Doctors insurance, costs arising from medical care incurred in Poland shall be covered subject to the following conditions and limitations:</p> <ol style="list-style-type: none"> 1) the service shall be performed in one of the hospitals chosen by Further; and 2) the service is available in Poland within the time frame and in a manner that allows for ongoing control of the health condition of the Insured or Child; and 3) the service shall be performed according to the recommendation of the foreign physician or physicians who have treated the Insured or Child, in a manner which allows for ongoing control and monitoring of the health condition of the Insured or Child; and 4) invoices related to the performance of the service shall be issued before the expiry of the benefit period. <p>The coverage of costs of Follow Up Care under the provisions of this § 3 section 2 item VIII must be organised and paid for directly by the Insured, Child or the statutory representative in the case of a minor Child. ERGO Hestia shall reimburse the Insured, Child or statutory representative in the case of a minor Child after receiving the invoice and proof of payment.</p> <p>If the physicians responsible for the organisation of Follow Up Care in Poland deem it necessary to proceed in accordance with guidelines other than those previously determined by the foreign physician in relation to the health condition of the Insured or Child, Further shall pass them on to the foreign physician for acceptance. After verification and acceptance of the change of guidelines by the foreign physician, reimbursement of such costs will be possible.</p> <p>At the request of the Insured, subject to compliance with the conditions set forth in items 3 and 4 above, Further may also approve and organise the Follow Up Care service outside the territory of Poland. In that event:</p> <ol style="list-style-type: none"> 1) the service shall be performed by a foreign physician or physicians who conducted the treatment of the Insured or Child, or by their medical team; 2) Further shall directly bear the medical costs of such consultations and diagnostic tests. <p>Further shall organise the necessary transport and accommodation on terms set forth in § 3 section 2 points IV-V of the Global Doctors IT for the Insured or Child and the specified accompanying person or two persons, in the case of a Child</p>
IX	Daily hospital allowance	<p>allowance for each day of hospitalisation during the treatment of the Insured or Child abroad, for a maximum of 60 days per claim, provided that the hospitalisation started during the benefit period</p>

Exclusions and limitations of liability under the Global Doctors insurance

§ 4

1. ERGO Hestia shall not be liable for serious medical conditions:
 - 1) resulting from of hostilities, uprisings or military coups, acts of terrorism, riots;
 - 2) resulting from seismic movements, volcanic eruptions or floods;
 - 3) being the consequence of catastrophes resulting in radioactive, chemical, biological contamination or radiation;
 - 4) having a normal causal link with epidemics declared by state authorities;
 - 5) resulting from intentional self-harm or attempted suicide by the Insured or Child;
 - 6) resulting from committing or an attempt to commit a crime, stated by a legally binding court decision;
 - 7) having a normal causal link with addiction to psychoactive substances, drugs or hallucinogenic agents.
2. ERGO Hestia shall not be liable, shall not fulfil the benefit and shall not incur costs in the following cases:
 - 1) when the Insured or Child — before, during or after the assessment of the claim — against the recommendations of the consulting physician:
 - a) does not follow the recommendations or a specific treatment plan issued by the attending physician; or
 - b) refuses to undergo treatment, additional analyses or diagnostic tests necessary to determine the final diagnosis or treatment plan;
 - 2) undergoing an experimental treatment or alternative medicine treatment, even if it was prescribed or recommended by a physician during the treatment of a serious medical condition;
 - 3) where the organisation and coverage of the costs of treatment or diagnostic procedures for the serious medical condition are not indicated in the expert report by the consulting physician as medically necessary for the treatment of a serious medical condition, with medical necessity being specified in the definition of treatment abroad, in § 1 section 4 of the Global Doctors IT;
 - 4) treatment using other methods if the medical treatment recommended by the consulting physician is organ transplantation;
 - 5) treatment of a serious medical condition in Poland, except for:
 - a) costs of medicines purchased after treatment abroad in accordance with § 3 section 2 item VII of the Global Doctors IT;
 - b) costs of Follow Up Care, incurred in Poland in accordance with § 3 section 2 item VIII of the Global Doctors IT;
 - c) medical costs incurred in Poland in accordance with § 4 section 4 of the Global Doctors IT;
 - 6) treatment using gene therapy, somatic cell therapy, tissue engineering;
 - 7) treatment of cancers coexisting with acquired immune deficiency syndrome (AIDS) and HIV infection;
 - 8) treatment of skin cancers other than melanomas, which have not been classified histologically as cancers causing invasion beyond the epidermis (outer skin layer);
 - 9) treatment using CAR T-cells;
 - 10) treatment using a technique other than the coronary artery bypass in the event of performing a surgical bypass in the case of the ischaemic heart disease (coronary disease);
 - 11) organ transplantation:
 - a) where the procedure is required as a consequence of alcohol-related liver damage;
 - b) where stem cells and autotransplantations are used;
 - c) from a deceased donor;

- d) purchased or possible to purchase from a donor;
 - e) where the Insured or Child is a donor for a third party;
- 12) hematopoietic cell transplantation (HCT) using umbilical cord blood in the case of bone marrow transplantation, referred to in § 3 section 1 item VI of the Global Doctors IT;
 - 13) organisation and coverage of costs of treatment of a serious medical condition outside the territory of Poland if, at the time of diagnosis of this condition or filing of the claim to ERGO Hestia, the Insured or Child:
 - a) does not have a permanent place of residence in Poland; or
 - b) has a permanent place of residence in Poland, but during 12 months preceding the occurrence of the serious medical condition, the Insured or Child stayed outside the territory of Poland for more than 183 calendar days;
 - 14) diseases which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F00 - F09 and F20 - F99 (in the chapter on mental and behavioural disorders) or diseases of the nervous system, diagnosed or treated in the Insured or Child;
 - 15) mental and behavioural disorders caused by the use of psychoactive substances, which are classified, in the International Statistical Classification of Diseases and Related Health Problems ICD-10, in the wording applicable as at the date of conclusion of the insurance contract, as F10 - F19, diagnosed or treated in the Insured or Child.
3. ERGO Hestia shall not cover the following costs under the Global Doctors insurance:
- 1) costs related to treatment of diseases and administration of medical procedures not covered by the scope of insurance;
 - 2) costs reimbursed by the National Health Fund;
 - 3) costs of medicines purchased after a treatment abroad, which are available in Poland without prescription;
 - 4) costs of medical procedures related to administration of a medicine purchased after a treatment abroad;
 - 5) costs of medical procedures in coverage modules 2, 3 and 4, if the disease subject to the procedure is associated with the treatment of malignant cancers;
 - 6) costs incurred on purchase of medicines after a treatment abroad if the invoices are presented after 180 days from the date of purchase;
 - 7) costs of accommodation organised by the Insured, Child, statutory representative in the case of a minor Child or a donor on their own or by a third Party on behalf of these persons;
 - 8) costs of travel and transport organised by the Insured, Child, statutory representative in the case of a minor Child or a donor on their own or by a third Party on behalf of these persons;
 - 9) costs incurred by the Insured, Child, their relatives or accompanying persons, except for the costs expressly covered by the insurance;
 - 10) costs related to the treatment of long-term adverse effects, mitigation of chronic symptoms or rehabilitation, physiotherapy, motor rehabilitation and language and speech therapy;
 - 11) costs incurred prior to the issue of a Certificate of treatment abroad;
 - 12) costs incurred in a hospital other than indicated in the Certificate of treatment abroad, to which the Insured or Child was referred;
 - 13) costs incurred in connection with the period of convalescence after surgical procedures and domestic care related to convalescence, stay at a healthcare institution, health resort, natural treatment clinic, hospice or a social welfare home or services provided at a convalescence centre;
 - 14) purchase of prostheses, implants, artificial organs, lenses, corrective devices (including purchase of spectacles and contact lenses), orthopaedic appliances (including orthopaedic footwear, corsets, crutches, wheelchairs, rehabilitation bed), wound dressings, wig, dentures, hernia belts and other devices or items, except for breast implants and heart valves required in connection with a surgery as part of benefits included in the scope of insurance coverage;

- 15) costs of services or treatment in the event of dementia-related changes caused by old age, demyelinating lesions, brain function impairments resulting in mental disorders, regardless of the cause and stage thereof;
 - 16) costs of an interpreter/translator and interpretation/translation, except for interpretation/translation related to the Medical Concierge Service and translation of medical records as part of the Second Medical Opinion benefit;
 - 17) costs incurred on telephone calls and amounts paid for personal items or services provided to the accompanying person, except for costs explicitly covered by insurance;
 - 18) costs of treatment of complications or adverse effects of medical procedures applied during the treatment abroad, other than those which:
 - a) require immediate medical assistance in a hospital or another medical facility abroad; and
 - b) are necessary if the Insured or Child is to be deemed capable of making the return trip to Poland after the end of the treatment abroad;
 - 19) costs of treatment of the Insured or Child in a health resort (sanatorium) hospital, natural treatment clinic, rehabilitation hospital, sanatorium and health resort, social welfare centre, nursing home, addiction treatment centre or hospice — as part of daily hospital allowance;
 - 20) costs of travel from the hotel to the hospital or attending physician during the course of the treatment abroad;
 - 21) costs of medicines purchased before returning to Poland, related to postoperative treatment after a period of 30 days from the date of completion of the stage of treatment carried out outside the territory of Poland by the Insured or Child — within the scope of the “Medical expenses paid during treatment abroad” benefit.
4. If organising and conducting medical treatment abroad is impossible due to force majeure, as well as operating restrictions or logistical limitations announced by the local or international authorities, Further shall organise the services and benefits described in the provisions of § 3 section 2 item III “Medical expenses paid during treatment abroad” (excluding benefits provided or financed by the public health services) in Poland, provided that:
- a) the same limitations do not prevent the organisation of these services and benefits in Poland; and
 - b) it is possible to conduct an equivalent treatment in Poland.

Services and benefits will be provided in Poland until Further is able to confirm and organise treatment abroad, and the health condition of the Insured or Child allows for continuation of treatment outside the territory of Poland.

III. Insurance coverage

This chapter describes how long ERGO Hestia's liability under the Global Doctors insurance lasts.

§ 5

1. The length of the insurance coverage period under the Global Doctors insurance shall be as presented in the following table:

INSURANCE	TERM OF THE INSURANCE COVERAGE	POSSIBILITY OF EXTENDING THE INSURANCE COVERAGE	MAXIMUM AGE AT WHICH THE INSURANCE COVERAGE IS TERMINATED
Global Doctors insurance for the Insured	1 year	YES	85 years for the Insured
Global Doctors insurance for the child	1 year	YES	25 years for the Child

YES — available under insurance

2. Termination of insurance coverage due to the Insured or Child reaching the maximum age, specified in section 1 above, shall take place on the first policy anniversary date after the date of reaching that age.
3. The extension of insurance coverage under Global Doctors shall take place automatically on the policy anniversary date, except in cases where:
 - 1) The Customer informs ERGO Hestia about their lack of will to extend the insurance coverage no later than 7 days before the end of the insurance period; or
 - 2) ERGO Hestia does not propose an extension of insurance coverage, of which it shall inform the Customer no later than 30 days before the end of the insurance period.
4. In connection with the changing level of the insurance risk, when extending the insurance coverage, ERGO Hestia may propose a change in the amount of premium under the Global Doctors insurance for the next Global Doctors insurance period (policy year). If ERGO Hestia proposes a revised premium amount under the Global Doctors insurance, this change shall occur if the proposal is submitted to the Customer at the latest 30 days before the end of the insurance period and the Customer fails to submit a declaration of lack of acceptance of the premium amount change to ERGO Hestia no later than 7 days before the end of the Global Doctors insurance period. If the Customer submits a declaration of lack of acceptance of the premium amount change, the insurance coverage period under the contract with the Global Doctors insurance shall not be extended.
5. All representations and notifications of the Parties, referred to in the foregoing sections, shall be made in the manner described in the General Terms and Conditions of ERGO 4 Life Insurance for the submission of notifications and representations of the Customer and ERGO Hestia.

IV. Conclusion of an insurance contract with the Global Doctors insurance

This chapter describes the manner of conclusion of an insurance contract with the Global Doctors insurance between the Customer and ERGO Hestia.

§ 6

1. An insurance contract with the Global Doctors insurance shall be concluded as an ERGO 4 insurance contract covering at least the basic insurance. An insurance contract with the Global Doctors insurance shall be concluded on the basis of a request for conclusion of the insurance contract with the Global Doctors insurance, submitted by the Customer, and a risk assessment questionnaire completed and signed or confirmed (depending on the manner of conclusion of the insurance contract) by the Insured, Child or statutory representative in the case of a minor Child, subject to section 2 below.

2. In the event of uninterrupted continuation of insurance, as referred to in § 2 section 6 of the Global Doctors IT, if the new insurance contract with the Global Doctors insurance is concluded for the same or limited scope of insurance coverage with respect to serious medical conditions (maintenance of the same insurance variant or change from the extended to basic variant), the insurance contract with the Global Doctors insurance shall be concluded on the basis of a risk assessment questionnaire, which has been completed and signed or confirmed (depending on the manner of conclusion of the insurance contract) by the Insured, Child or statutory representative in the case of a minor Child upon the conclusion of the earlier insurance contract which is subject to continuation.

V. Payment of benefits

This chapter indicates the manner in which the benefits are provided.

Second Medical Opinion

§ 7

1. The Insured, Child or statutory representative in the case of a minor Child shall have the right to request a Second Medical Opinion to confirm the diagnosis of a serious medical condition and to assess the optimal treatment plan, subject to § 8 section 2 of the Global Doctors IT.
2. In the event of a serious medical condition falling within the scope of the Global Doctors insurance, in order to file a claim, the Insured, Child or statutory representative in the event of a minor Child shall immediately call 801 107 107 or 58 555 55 55 or file the claim using the form available at www.ergohestia.pl.
3. As part of the Second Medical Opinion benefit, Further shall:
 - 1) inform the Insured, Child or statutory representative in the case of a minor Child, within a maximum of 7 days from the date of filing the claim, of the measures and required documents, including forms necessary for the preparation of an expert report and, at the request of those persons, shall provide assistance in the collection of these documents;
 - 2) ensure histopathological reexamination of tissues previously collected from the Insured or Child — if doing so is medically justified;
 - 3) translate the medical records of the Insured or Child into the language of the consulting physician;
 - 4) submit the medical records to the consulting physician.
4. The expert report contains the opinion of the consulting physician about the diagnosis and a proposed treatment plan. The expert report shall be translated into Polish, delivered to the Insured, Child or statutory representative in the case of a minor Child or a physician designated by these persons.
5. If the consulting physician issues a different diagnosis than the diagnosis resulting from the medical records of the Insured or Child, Further shall ensure organisation and coverage of the costs of drawing up an additional medical opinion by another consulting physician and its translation into Polish.
6. In the case of applying for a Second Medical Opinion, within 30 days from the date of filing of the claim to ERGO Hestia, Further shall present the Insured, Child or statutory representative in the case of a minor Child with an expert report drawn up by the consulting physician. The expert report shall be prepared on the basis of information and medical records obtained from the Insured, Child or statutory representative in the case of a minor Child or the physician of the Insured or Child. Moreover, after confirmation by ERGO Hestia, Further shall indicate whether the Insured or Child is entitled to request the performance of the Medical Concierge Service on the basis of the results of the expert report, subject to § 8 section 2 of the Global Doctors IT. Further shall also inform the Insured, Child or statutory representative in the case of a minor Child, in writing or in another agreed form, how to use other benefits included in the scope of the Global Doctors insurance.
7. If, within 30 days from the date of filing of the claim, clarification of all circumstances which are necessary to determine ERGO Hestia's liability and issue the expert report proves impossible, the benefit

should be provided within 14 days of the date on which it was possible to clarify these circumstances with due diligence on the part of ERGO Hestia. The indisputable portion of the benefit shall be provided by ERGO Hestia within 30 days from the date of filing of the claim.

8. If the Insured, Child or statutory representative in the case of a minor Child applies for a Second Medical Opinion, this service will have to be completed in full before other benefits under the Global Doctors insurance are provided.

Medical Concierge Service

§ 8

1. If a serious medical condition has occurred in the Insured or Child, and the expert report or Further medical team — in the event of resignation from the Second Medical Opinion, in accordance with section 2 below — indicates the possibility of further treatment, the Insured or Child who intends to commence treatment of the serious medical condition outside the territory of Poland as part of the Medical Concierge Service shall immediately contact April Poland by telephone, by calling +48 22 864 55 22.

2. The Insured may resign from the Second Medical Opinion.

In such an event, the merits and the plan of treatment abroad shall be determined by the Further medical team on the basis of the medical records provided by the Insured, Child or statutory representative in the case of a minor Child. Information in this regard shall be provided to the Insured, Child or statutory representative in the case of a minor Child within the time limit prescribed for the issuance of the expert report, referred to in § 7 of the Global Doctors IT.

3. If the Insured or Child wishes to benefit from treatment abroad, Further shall provide information about the availability of the benefit period in line with the following categories:
 - 1) full availability — no claims under a given coverage module have previously been made, leading to the organisation of and payment for treatment abroad under the concluded insurance contract with the Global Doctors insurance. As a result, Further will confirm full availability of the benefit period for 36 months;
 - 2) partial availability — claims or claims leading to the organisation of and payment for treatment abroad under the concluded insurance contract with the Global Doctors insurance have previously been made under a given coverage module, resulting in commencement of the benefit period. As a result, Further will confirm the availability of the benefit period for the remaining months, i.e. for the time remaining until the end of the benefit period;
 - 3) expiry of the benefit period — claims or claims leading to the organisation of and payment for treatment abroad under the concluded insurance contract with the Global Doctors insurance have previously been made under a given coverage module, and 36 months have already passed since the first trip commencing the treatment abroad, resulting in the expiry of the benefit period. As a result, Further will confirm that the benefits under the insurance contract with the Global Doctors insurance within the notified scope are not payable due to the end of the benefit period.
4. In the case of full and partial availability, as referred to in section 3 above, Further shall, within 3 business days, propose a maximum of three medical facilities that are able to take up the treatment of the Insured or Child. The Insured, Child or statutory representative in the case of a minor Child shall have the right to choose one of the medical facilities presented by Further within three months of the date of receipt of the report in which they were indicated. If the decision is not made within the prescribed period of three months, the document must be re-issued on the basis of assessment of the current health condition of the Insured or Child.
5. After the Insured, Child or statutory representative in the case of a minor Child chooses one of the proposed medical facilities and submits their travel preferences, Further shall commence the process of organising treatment in a given facility by issuing to the Insured or Child, within 10 business days, the Certificate of treatment abroad, valid for treatment in the given facility, and shall organise travel and accommodation necessary for obtaining medical care abroad. The condition for the organisation and provision of the services referred to in the preceding sentence shall be commencement of treatment abroad before the expiry of the benefit period.

6. If the Insured, Child or statutory representative in the case of a minor Child does not select a hospital from the list of recommended hospitals or does not commence treatment in the approved hospital indicated in the Certificate of treatment abroad within three months of its issuance, Further shall issue a new Certificate of treatment abroad on the basis of the current health condition of the Insured or Child.
7. If, within 30 days from the date of filing of the claim, clarification of all circumstances which are necessary to determine the medical facilities which can undertake the treatment of the Insured or Child and issue the Certificate of treatment abroad proves impossible, the benefit should be provided within 14 days of the date on which it was possible to clarify these circumstances with due diligence on the part of ERGO Hestia. The indisputable portion of the benefit shall be provided by ERGO Hestia within 30 days from the date of filing of the claim.

Termination of the benefit period during treatment

§ 9

1. In the event of hospitalisation of the Insured or Child or their placement under care of a hospital or medical facility on terms specified in the Certificate of treatment abroad after the end of the respective benefit period, further performance of benefits shall be carried out as part of the medical costs specified in § 3 section 2 item III of the Global Doctors IT until the next designated return to Poland based on the adopted treatment plan.
2. If the last return to Poland takes place before the end of the relevant benefit period, Further shall provide the Insured, Child or statutory representative in the case of a minor Child with guidelines on the use of medical costs covered by insurance after return from the treatment abroad, as referred to in § 3 section 2 items VII and VIII if the Global Doctors IT. Such guidelines shall be based on the recommendations of the foreign doctor or doctors.

In such a case, the Insured or Child shall have the right to:

- 1) use the medical costs referred to in § 3 section 2 items VII of the Global Doctors IT; and
- 2) use the Follow Up Care referred to in § 3 section 2 item VIII of the Global Doctors IT until the end of the benefit period.

Assessment of the health condition of the Insured or Child after return from treatment abroad

§ 10

1. After the last return of the Insured or Child to Poland after the end of the treatment plan, changes in the health condition of the Insured or Child may require a new assessment related to further necessary treatment. Subject to the duration of the relevant benefit period, the Insured, Child or statutory representative in the case of a minor Child may contact Further in order to conduct such an assessment.
2. In the case referred to in section 1 above, Further shall once again inform the Insured, Child or statutory representative in the case of a minor Child of the measures necessary to provide Further with all relevant diagnostic tests and medical records required to conduct such an assessment.
3. If Further's assessment confirms the need for further treatment, the Insured shall receive a confirmation in the form of a new Certificate of treatment abroad and, as a result, also a list of recommended hospitals and potential treatment abroad. Such an assessment may require, in the case of a medical justification, the provisions of a new Second Medical Opinion. The scope of the insurance contract shall continue to cover all medical benefits and costs (referred to in § 3 section 2 item III and § 4 section 4 of the Global Doctors IT) until the end of the benefit period under the terms of the last Certificate of treatment abroad.

