



All about Guaranteed Asset Protection (GAP) Insurance



- Insurance Product Information Document
- General Terms and Conditions of Insurance

Guaranteed Asset Protection (GAP) Insurance

Insurance Product Information Document

ERGO
HESTIA®

Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: Guaranteed Asset Protection (GAP) Insurance

Full details are provided in the **General Terms and Conditions of Guaranteed Asset Protection (GAP) Insurance** dated 1 April 2025 (code: AB-GAP-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

What is this type of insurance?

Full details are provided in the General Terms and Conditions of Guaranteed Asset Protection (GAP) Insurance dated 1 April 2025 (code: AB-GAP-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.



What is insured?

- ✓ This insurance is intended for owners or holders of passenger cars, light commercial vehicles (up to 0.5 tonnes), heavy goods vehicles (over 0.5 tonnes), tractor units, trailers, and semi-trailers.
- ✓ The subject of insurance is the loss of value of the insured vehicle during the insurance period, resulting in a loss incurred by the Insured. The loss is defined as the difference between the initial value and the market value of the insured vehicle, determined as of the date of a total loss.

- ✓ Two insurance options are available:

GAP Invoice and GAP Index.

Under the GAP Invoice option, ERGO Hestia is liable for the difference between the initial value and the market value of the vehicle as of the date of the total loss, with a maximum compensation limit per vehicle and a total sum insured of PLN 200,000.00.

Under the GAP Index option, liability is limited to the difference between the initial value and the market value of the vehicle as determined on the date of the total loss, provided that the compensation amount is limited to 20% of the vehicle's market value on the date of the loss. The maximum payout per vehicle, which is also the total sum insured, amounts to PLN 150,000.00.



What is not insured?

Vehicles excluded from insurance cover:

- ✗ those over 8 years in operation,
- ✗ those lacking valid technical inspections when required by law,
- ✗ those not listed in Info-Ekspert or Eurotax publications,
- ✗ those with a purchase price, documented by a VAT invoice, exceeding PLN 900,000 gross (including VAT).



Are there any restrictions on cover?

Insurance cover is limited in the following cases:

- ! if, at the time of the incident, the vehicle was driven by a person under the influence of alcohol, in a state of intoxication, under the influence of narcotics, or other similarly acting substances;
- ! if the Policyholder provided false information regarding the vehicle, unless such information is irrelevant to ERGO Hestia's liability;
- ! if, on the date of the insured event, the vehicle did not have a valid technical inspection and the technical condition of the vehicle contributed to the occurrence or extent of the damage;
- ! if the motor risk insurer did not accept liability for the damage;
- ! in the case of special-purpose vehicles, vehicles used for rental services, vehicles assembled outside the original manufacturer's facility, vehicles that have been in operation for more than 8 years, vehicles subjected to non-factory tuning, and rally or racing vehicles;
- ! where the damage was caused intentionally or through gross negligence by the Policyholder, the Insured, or a person authorised to use the vehicle, unless payment of the compensation is justified by equitable considerations under the circumstances;
- ! if the damage was caused intentionally by a person residing in the same household as the Policyholder, the Insured, or a person authorised to use the vehicle.



Where am I covered?

- ✓ The territorial scope of this insurance corresponds to the territorial scope applicable to the comprehensive or third-party liability insurance policy.



Obligations at the beginning of the insurance contract:

Obligations at the beginning of the insurance contract:

- If the Insured is also the Policyholder, they are obliged to disclose to the Insurer all known circumstances that ERGO Hestia requested in the insurance offer form or in other written documents prior to the conclusion of the insurance contract. Where the insurance contract is concluded for the account of another person, this obligation rests with both the policyholder and the insured, unless the insured was unaware that the contract had been concluded for their account. If the Policyholder concludes the contract through a representative, this obligation also applies to the representative and additionally covers circumstances known to the representative.

Obligations during the term of the insurance contract:

- The Insured, who is also the Policyholder, is obliged to pay the insurance premium.

When a claim is reported, the insured is required to:

- In the event of a total loss of a vehicle covered by this insurance, the Insured must report the loss to ERGO Hestia within 14 days of receiving the compensation decision for the total loss under the comprehensive or third-party liability insurance policy.
- Upon ERGO Hestia's request, the Insured must grant a power of attorney authorising ERGO Hestia to access the total loss claim file handled by the primary motor risk insurer.

**When and how do I pay?**

The insurance premium must be paid in the amount and by the dates specified by the parties in the insurance contract. Payment may be made either as a lump sum or in instalments. Payment may be made, depending on the agreement of the parties, by bank transfer to a dedicated bank account, or alternatively, in cash through an intermediary.

**When does the cover start and end?**

The insurance contract is concluded for a period of 12, 24, 36, 48 or 60 months. ERGO Hestia's liability commences on the date and time specified in the insurance contract (policy/certificate) as the start of the insurance period but not earlier than the day following payment of the insurance premium or the first instalment.

**How do I cancel the contract?**

If the insurance contract is concluded for a period longer than 6 months, a Policyholder who is a natural person may withdraw from the contract within 30 days of its conclusion, or, if the Policyholder is an entrepreneur, within 7 days of its conclusion. If, at the latest by the time of conclusion of the contract, the insurer did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the policyholder, as a consumer, became aware of this right. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which the insurer provided insurance cover.

A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement to ERGO Hestia within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014), whichever is later. The time limit shall be deemed observed if the statement is sent to ERGO Hestia before its expiry.

Why choose ERGO Hestia Group?

1

Tailor-made insurance.

We offer the possibility to individually configure insurance cover.

2

Nationwide network of advisors.

Our customers benefit from the expertise of agents at thousands of sites across the country.

3

We have you covered.

We insure more than 3 million individual clients every year.

4

The trust of the largest companies in the market.

We insure businesses that are crucial to the Polish economy.

5

Over 30 years of experience

We anticipate situations that may affect our clients.

6

Highest quality claims handling.

We settle claims according to a transparent procedure.

7

Open dialogue with clients.

We offer our clients modern and efficient communication channels.

8

Complaints management.

We listen to our clients and analyse complaints to improve our services.

9

Client Ombudsman at ERGO Hestia

We build lasting relationships with our clients, address their issues, and seek solutions.

General Terms and Conditions of Guaranteed Asset Protection (GAP) Insurance

CODE: AB-GAP-01/25

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The following table indicates which provisions of the General Terms and Conditions of the Guaranteed Asset Protection (GAP) Insurance regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:

Editorial unit number	
Conditions for the payment of compensation and other benefits or the surrender value of the insurance:	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them:
Article 4 Article 5	Article 5 Article 6 Article 14(5) Article 16

Insurance contract

Article 1

1. Under these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business activities, concludes with the Insurer contracts for the Guaranteed Asset Protection (GAP) Insurance purchased in the authorised sales network in Poland.
2. ERGO Hestia shall not be liable for the consequences of the failure to disclose, or the misrepresentation of, any circumstances which it inquired about in the insurance application.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. In connection with the conclusion of the insurance contract, ERGO Hestia acts as the controller of your personal data. For details regarding the processing of personal data, please refer to Appendix 1 to these General Terms and Conditions of Guaranteed Asset Protection (GAP) Insurance.
6. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

Definitions

Article 2

The terms used in these General Terms and Conditions of Insurance shall have the meanings set out in Article 3 below.

Article 3

1. GAP – Guaranteed Asset Protection	Guarantee of financial loss protection caused by the occurrence of a total loss of the vehicle.
2. Theft	An act that constitutes theft, burglary, or robbery as defined by Article 278 of the Criminal Code (theft), Article 279 of the Criminal Code (Burglary), or Article 280 of the Criminal Code (robbery). Misappropriation, as referred to in Article 284 of the Criminal Code, is not considered theft.
3. Period of use of the vehicle	The period calculated from the date of the first registration of the vehicle, if it occurred in the year of its manufacture, until the first day of the insurance period. If the first registration occurred after the year of manufacture, the period is calculated from 31 December of the production year.
4. Special-purpose vehicle	A motor vehicle or trailer intended for performing a special function, requiring body modification or special equipment. Such vehicles may carry persons and goods related to the special function.
5. State of intoxication	A condition where the blood alcohol concentration exceeds 0.5‰ or the concentration of alcohol in exhaled air exceeds 0.25 mg in 1 dm ³ .
6. State after alcohol consumption	A condition where the blood alcohol concentration is between 0.2‰ and 0.5‰, or the concentration of alcohol in exhaled air is between 0.1 mg and 0.25 mg in 1 dm ³ .
7. Total loss	An event involving the complete destruction or theft of the vehicle, occurring within the territory of the Republic of Poland or a European Union country within geographical limits of Europe, which results in the liability of the motor risk insurer for a total loss according to the insurer's claims settlement procedures for the risk in question.
8. Policyholder	A lessor, lessee, or borrower who has concluded the insurance contract, being: <ol style="list-style-type: none"> a) a natural person conducting sole proprietorship, b) a legal person, or c) an organisational unit without legal personality, which has been granted legal capacity under the law and conducts business activity in its own name.
9. Comprehensive motor vehicle insurance	An insurance contract covering the risk of damage, destruction, and theft of a vehicle.
10. Third-party liability insurance	Compulsory third-party liability insurance for owners of motor vehicles in accordance with the provisions of the Act on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau (Journal of Laws of 2003, No. 124, item 1152, as amended).
11. Insured	A natural person, legal person, or an organisational unit without legal personality for whom the insurance contract is concluded, as specified in the insurance contract.
12. Motor risk insurer	The insurance company that concluded the comprehensive motor vehicle insurance contract for the vehicle or the third-party liability insurance contract for the vehicle responsible for the event resulting in the total loss.

13. Vehicle	A passenger car, a heavy goods vehicle with a load capacity of up to 2.5 tonnes, a heavy goods vehicle over 2.5 tonnes, a truck tractor, trailer, or semi-trailer registered in the Republic of Poland in accordance with the Road Traffic Law, which: a) is covered by the comprehensive motor vehicle insurance, b) has an operational life not exceeding 8 years, c) has a valid technical inspection, if required under the Road Traffic Law, d) is listed in the Info-Ekspert or Eurotax publications, e) whose purchase price, documented by a VAT invoice, does not exceed PLN 900,000 gross.
14. Initial value (purchase invoice value)	The purchase price of a brand-new vehicle, documented by a VAT invoice issued by the seller to the Insured. The value may be established as net (excluding VAT) for entities entitled to VAT deduction, or gross (including VAT).
15. Market value of the vehicle	The vehicle's value accepted for settlement of the total loss by the motor risk insurer.

Subject and scope of insurance

Article 4

1. The subject of insurance is the loss of value of the insured vehicle during the insurance period, resulting in a loss incurred by the Insured. The loss is defined as the difference between the initial value and the market value of the insured vehicle, determined as of the date of a total loss.
2. The Policyholder concludes the insurance contract under one of the available GAP options, where the compensation amount represents the difference between the initial value and the market value of the insured vehicle determined on the date of the total loss, subject to the provisions of Article 5.

Insurance option, sum insured and liability limit

Article 5

1. **GAP Invoice** – Under the GAP Invoice option, ERGO Hestia shall be liable for the difference between the initial value and the market value of the vehicle as of the date of the total loss, with a maximum compensation limit per vehicle and a total sum insured of PLN 200,000.00.
2. **GAP Index** – Under the GAP Index option, ERGO Hestia shall be liable for the difference between the initial value and the market value of the vehicle as determined on the date of the total loss, provided that the compensation amount is limited to 20% of the vehicle's market value on the date of the loss. The maximum payout per vehicle, which is also the total sum insured, amounts to PLN 150,000.00.

Exclusion of liability

Article 6

1. ERGO Hestia's liability shall not cover damage arising from the vehicle being driven at the time of the incident by a person under the influence of alcohol, in a state of intoxication, under the influence of narcotics, or other similarly acting substances;
2. ERGO Hestia shall not be liable if the if the Policyholder, the Insured or any person entitled to use the vehicle caused the damage intentionally or through gross negligence, unless the payment of compensation is justified under the circumstances.
3. ERGO Hestia shall also not be liable for loss caused intentionally by a person with whom the Policyholder, the Insured or a person entitled to use the vehicle shares a common household.
4. The scope of insurance cover also does not include damage arising if:
 - a) the Policyholder provided false information regarding the vehicle, unless such information is irrelevant to ERGO Hestia's liability;
 - b) on the date of the insured event, the vehicle did not have a valid technical inspection and the technical condition of the vehicle contributed to the occurrence or extent of the damage;
 - c) the motor risk insurer did not accept liability for the damage.

5. Furthermore, insurance cover does not extend to damage occurring in:
 - a) special-purpose vehicles;
 - b) vehicles used to provide services by car rental companies;
 - c) vehicles assembled outside the original manufacturer's facility;
 - d) vehicles whose period of operation exceeds 8 years;
 - e) vehicles subjected to modifications or tuning other than factory standard, to the extent of the modifications carried out;
 - f) rally and racing vehicles.

Conclusion of an insurance contract

Article 7

1. The conclusion of the insurance contract is possible for brand new and used vehicles, provided that the maximum period of ERGO Hestia's liability ends with the conclusion of the 96th month of the vehicle's period of operation.
2. The conclusion of the insurance contract shall be confirmed by an insurance document.
3. The insurance document referred to in section 2 above should contain at least the following information:
 - a) the name and exact address of the Policyholder, including NIP (Tax Identification Number), PKD (Polish Classification of Activities Code), and REGON (National Business Register Number);
 - b) the name and exact address of the Insured, including NIP (Tax Identification Number), PKD (Polish Classification of Activities Code), and REGON (National Business Register Number);
 - c) the document number and the date of its issuance;
 - d) the insurance option;
 - e) the insurance period;
 - f) the type of vehicle;
 - g) the make, model, and type of the vehicle;
 - h) the VIN (chassis) number;
 - i) the registration number;
 - j) the date of vehicle purchase;
 - k) the sum insured;
 - l) the initial value.

Conclusion of a contract on behalf of a third party

Article 8

1. The Policyholder may conclude an insurance contract on behalf of a third party.
2. ERGO Hestia shall have the right to claim payment of the premium exclusively from the Policyholder. Any objection that may affect ERGO Hestia's liability may also be raised against the Insured.
3. The Insured is entitled to claim compensation directly from ERGO Hestia, unless otherwise agreed; however, such an agreement cannot be concluded after an insured event has occurred.
4. The Insured may request that ERGO Hestia provide information regarding the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance, insofar as they concern the Insured's rights and obligations.

Method of determining and paying the insurance premium

Article 9

1. ERGO Hestia determines the amount of the insurance premium after assessing the risk associated with the requested scope of insurance.
2. The amount of the premium depends on the insurance option, the type of vehicle, its period of operation, and the insurance period agreed in the contract.
3. The Policyholder shall pay the premium in a single instalment for the entire insurance period, no later than at the time of concluding the contract. At the request of the Policyholder and upon payment of an additional surcharge, the premium may be paid in instalments. The number of instalments, their due dates, and amounts are specified in the insurance contract.
4. If the insurance cover expires before the end of the period for which the insurance contract was concluded, the Policyholder shall be entitled to a refund of the premium for the unused period of insurance cover. The unused insurance period shall be calculated from the day following the termination of the contract.

Period of insurance and duration of ERGO Hestia's liability

Article 10

1. The insurance period shall be specified in the insurance contract and, according to the Policyholder's choice, may be 12, 24, 36, 48, or 60 months, but no longer than up to the 96th month of the vehicle's period of operation.
2. The commencement date and time of the insurance period shall as agreed by the parties to the insurance contract and specified in the insurance document.

Article 11

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If, at the latest by the time of conclusion of the contract, the insurer did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the Policyholder, as a consumer, became aware of this right. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided insurance coverage.
2. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827), whichever is later. The time limit shall be deemed observed if the statement is sent before its expiry.
3. If ERGO Hestia assumes liability before payment of the premium or the first instalment and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of the premium for the period during which cover was provided. In the absence of notice of termination, the contract shall expire at the end of the period for which the unpaid premium was due.
4. Failure to pay a subsequent instalment of the premium on the date and in the amount specified by ERGO Hestia shall result in the cessation of ERGO Hestia's liability only if, after the expiry of the payment deadline, ERGO Hestia issues a written demand for payment, warning that failure to pay within seven days of receipt of the notice will cause liability to cease.
5. Where a payment deadline for the premium or its first instalment has been set before the commencement of the insurance period, the provisions of sections 1 and 3 above shall apply accordingly to the consequences of late payment.
6. If payment is made by bank transfer or postal order, the date of payment shall be deemed the date of submission of the payment order at the bank or post office, provided that sufficient funds were available on the Policyholder's account; otherwise, the payment date shall be the date on which the amount is credited to ERGO Hestia's account.
7. Payment of a premium or an instalment thereof shall be deemed fulfilment of the payment obligation under the insurance contract.
8. ERGO Hestia's shall terminate:
 - a) on the date of expiry of the insurance period, unless the insurance relationship has terminated earlier for other reasons;
 - b) on the date of the occurrence of a total loss;
 - c) on the date of sale of the vehicle.

Procedure in the event of a claim

Article 12

1. In the event of a total loss of a vehicle covered by this insurance, the Insured must report the loss to ERGO Hestia within 14 days of receiving the compensation decision for the total loss under the comprehensive or third-party liability insurance policy.
2. The notification referred to above should at least contain:
 - a) the number and date of issuance of the insurance document;
 - b) the date of occurrence of the total loss;
 - c) a copy of the decision on the payment of compensation for the total loss under the comprehensive motor vehicle insurance or third-party liability insurance;
 - d) a copy of the VAT invoice documenting the purchase of the vehicle;
 - e) correspondence address details for the purpose of claim settlement;
 - f) a telephone number and contact person;
 - g) the bank account number to which the compensation is to be transferred;
 - h) in the case of an assignment of rights under the policy to third parties, the instruction from the assignor.
3. Upon ERGO Hestia's request, the Insured must grant a power of attorney authorising ERGO Hestia to access the total loss claim file handled by the primary motor risk insurer.

Assessment of the extent of damage

Article 13

1. The extent of damage under the GAP variant selected by the Policyholder is equal to the amount constituting the difference between the initial value and the market value of the vehicle determined on the date of the occurrence of the total loss, subject to the limitations applicable to the selected GAP option, in accordance with Article 5 above.
2. If the initial value of the vehicle was determined based on:
 - a) the gross value, VAT shall be included when determining the amount of compensation;
 - b) the net value, VAT shall not be included when determining the amount of compensation.
3. The total compensation paid for a total loss under the comprehensive motor vehicle insurance or third-party liability insurance and the Guaranteed Asset Protection (GAP) Insurance may not exceed the initial value of the vehicle.

Payment of compensation

Article 14

1. The Policyholder or the Beneficiary shall be obliged to substantiate the validity of the claim.
2. ERGO Hestia shall pay compensation on the basis of recognition of the claim by the Insured, following findings made during proceedings concerning the establishment of the facts, legitimacy of claims, and amount of compensation, or following a settlement concluded with the claimant or a final court ruling.
3. ERGO Hestia shall pay compensation within 30 days of receipt of notice of the accident.
4. If it is impossible to clarify the circumstances necessary to establish ERGO Hestia's liability or the amount of compensation within the time limit specified in section 3, the compensation shall be paid within 14 days from the date on which, exercising due diligence, it was possible to clarify those circumstances. However, ERGO Hestia shall pay the undisputed part of the compensation within the time limit specified in section 3.
5. Unless otherwise agreed, the amount paid by ERGO Hestia shall not exceed the amount of the damage suffered.

Article 15

If the claimant disagrees with ERGO Hestia's findings regarding refusal of claim settlement or the amount of damages, they may, within 30 days of receipt of the notice, request ERGO Hestia to reconsider the case in writing.

Article 16

If the same insured object is covered at the same time against the same risk by two or more insurers for sums insured which, when combined, exceed the insurable value, each insurer shall be liable for the loss in proportion to the sum insured assumed by it in relation to the total sums resulting from double or multiple insurance.

Final provisions

Article 17

1. The Policyholder, the Insured, the beneficiary, the beneficiary under the insurance contract, the person pursuing claims under the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau, or the person seeking insurance cover or acting as the principal in an insurance guarantee, may file complaints regarding the services provided by ERGO Hestia or by an insurance agent.
2. Rules for lodging complaints regarding services provided by ERGO Hestia and its exclusive agent.
 - 1) A complaint may be submitted:
 - a) – via the form available on ERGO Hestia's website: www.ergohestia.pl.
– to ERGO Hestia's electronic delivery address AE:PL-58185-26619-SWDBT-23
 - b) by telephone at: 58 555 5 555 or 801 107 107
 - c) in writing – by sending a letter to ERGO Hestia's registered office at ul. Hestii 1, 81-731 Sopot
 - d) orally or in writing – during a visit to an ERGO Hestia organisational unit.
 - 2) Complaints shall be handled by the organisational unit established for this purpose by the Management Board of ERGO Hestia.
 - 3) A response to the complaint shall be sent within 30 days of its receipt, either in writing or by electronic mail, at the request of the person submitting the complaint.
 - 4) In particularly complex cases, where it is not possible to consider the complaint and provide a response within the time limit specified above, a response shall be sent within 60 days from the date of receipt of the complaint. The person submitting the complaint shall be informed, within the initial 30-day period, of the need to extend the time limit for providing a response.
 - 5) In non-standard cases, the persons referred to above may contact the Client Ombudsman of ERGO Hestia via the form available at: www.ergohestia.pl.
 - 6) A natural person submitting a complaint may apply to the Financial Ombudsman for a review of the case at www.rf.gov.pl.
3. Rules for lodging complaints regarding services provided by a so-called multi-agent (an agent acting for ERGO Hestia and other insurers) – to the extent not related to the insurance cover provided. Complaints not related to insurance coverage should be directed to the agent who provided the insurance distribution services. Such complaints are handled directly by this agent. If such a complaint is received by ERGO Hestia, ERGO Hestia will forward the complaint immediately to the agent, at the same time informing the person making the complaint.

Article 18

1. All notices and declarations to ERGO Hestia shall be made in writing against a receipt or sent by registered mail.
2. If the Policyholder changes their address and does not notify ERGO Hestia of the change, any correspondence sent to the last known address of the Policyholder shall have legal effect from the moment it would have been delivered had the Policyholder not changed their address. The above provisions shall also apply to the registered office of the Policyholder.

Article 19

1. Insurance contracts shall be concluded under Polish law.
2. Disputes arising from the insurance contract shall be governed by Polish law and may be brought before courts of general jurisdiction or before the court having jurisdiction over:
 - 1) the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the insurance contract, or

- 2) the place of residence of the heir of the Insured or the heir of the beneficiary under the insurance contract.
3. The parties to the insurance contract may also submit disputes arising therefrom to arbitration.
4. Disputes arising from the Insurance Contract between the Policyholder, the Insured or any other beneficiary under the insurance contract, being a natural person, and the Insurer may be recognised by means of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warszawa, www.rf.gov.pl, which is an entity authorised to conduct out-of-court proceedings pursuant to the provisions of the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, on the Financial Ombudsman, and on the Financial Education Fund.
5. In view of the fact that insurance contracts concluded by ERGO Hestia may not be used to settle transactions subject to sanctions, prohibitions, or restrictions under international or 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 make any payment in respect of any claim or to provide or grant any benefit related to the insurance cover—to the extent that the provision of such cover, payment, or benefit would result in a breach of any of the above-mentioned Sanctions—unless compliance with such Sanctions would be contrary to laws applicable to ERGO Hestia.

Article 20

These General Terms and Conditions of Insurance shall come into force on 1 April 2025 and shall apply to insurance contracts concluded after that date.

President Of The Management Board



Artur Borowiński

Vice-President of the Management Board



Adam Roman

Appendix 1 to the General Terms and Conditions of Guaranteed Asset Protection (GAP) Insurance

Statement by the Personal Data Controller

Personal Data Controller

The controller of your personal data is us, i.e. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. You may contact us:

1. in writing – by sending a letter to: ul. Hestii 1, 81-731 Sopot,
2. by telephone – by calling the number: 801 107 107 or 58 555 55 55,
3. electronically – to the electronic delivery address AE:PL-58185-26619-SWDBT-23.

Data Protection Officer

We have appointed a Data Protection Officer to support us in meeting our data protection obligations.

You can contact them for any matters relating to the processing of your personal data and the exercise of your rights in this respect:

1. in writing – by sending a letter to: ul. Hestii 1, 81-731 Sopot,
2. electronically – to the following email address: iod@ergohestia.pl or to the electronic delivery address AE:PL-58185-26619-SWDBT-23,
3. through the contact form – in the section Personal Data Protection at www.ergohestia.pl.

Purposes of Personal Data Processing

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
Assessment of insurance risks for the purpose of presenting an insurance offer and concluding an insurance contract	<p>We use profiling to determine insurance premiums. We make decisions related to profiling on the basis of:</p> <ol style="list-style-type: none"> a) data from the previous insurance contract, b) information collected during the preparation of the offer and conclusion of the insurance contract, and c) data obtained from: the Insurance Guarantee Fund, the Insurance Database, the Central Vehicle Register, the Central Driver Register, Statistics Poland, the Chief Inspectorate of Road Transport, the Central Registration and Information on Business Activity, DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, the Credit Information Bureau, or the National Debt Register (if you provide separate consent). <p>The data we obtain is adequate for the assessment of insurance risk.</p> <p>If an insurance contract is concluded via the Yanosik application, we use profiling to determine the amount of the insurance premium. We make automated decisions based on the assessment of the driving style monitored by the application.</p> <p>For example, the greater the number of claims recorded in the insurance history or the higher the driving dynamics, the greater the insurance risk may be, and thus the higher the insurance premium may become.</p>
Verifying and ensuring the accuracy of identification data	<p>The data of natural persons who conduct sole proprietorships, obtained from Statistics Poland, includes: NIP (Tax Identification Number), REGON (National Business Register Number), PKD (Polish Classification of Activities), address of the registered office, form of activity and date of commencement.</p> <p>In the case of vehicle insurance, from the Central Vehicle Register and the Central Driver Register we obtain:</p> <ol style="list-style-type: none"> a) data of natural persons: PESEL number or document number (in the case of foreigners), first name, surname, address, information regarding the right to drive vehicles, and information on traffic law violations, b) data of natural persons conducting sole proprietorships: business name, REGON number, and registered business address.
Reinsurance of risks	<p>We reduce the insurance risk associated with concluding the insurance contract and providing insurance cover.</p>
Performance of the insurance contract, including settlement of claims	<p>In order to determine the claims settlement path, we apply profiling based on data collected during the claims notification process and information contained in our databases.</p> <p>For example, if no claims have been reported under a given policy in the past year, the claim may be settled in a simplified manner, without the need for an inspection by our representative.</p>
Assertion of claims	<p>If a dispute arises between us, we may pursue our claims or decide to transfer the claim to another entity.</p>
Direct marketing of own products and services	<p>We analyse your data in order to communicate with you more effectively and apply profiling, including the creation of marketing profiles.</p>
Prevention of insurance fraud	<p>Where necessary, we process data to prevent fraud and to protect our operations against misuse for criminal purposes.</p>
Handling complaints, requests and enquiries	<p>We process complaints and appeals relating to our services, as well as respond to requests and enquiries addressed to us.</p>

PURPOSES OF DATA PROCESSING ADDITIONAL INFORMATION

Fulfilment of legal obligations	Including obligations related to sanctions introduced by the United Nations, the European Union, or the United States of America.
Analysis and statistics	As part of our insurance activities, we carry out internal analyses and statistical research.
Purposes expressed in consent	If you provide your consent, we will process your personal data for the purposes specified in the consent, other than those listed above.

Sources of your personal data for the purpose of concluding a contract on your behalf

In order to conclude an insurance contract on your behalf, we may obtain from the Policyholder such personal data as your first name, surname, PESEL number, and contact details.

Legal basis for the processing of your personal data

1. **Necessity for the conclusion and performance of the insurance contract**, the provision of insurance cover and the performance of the contract;
2. **Legitimate interests of the data controller** such as direct marketing of the controller's own services, assertion of claims, prevention and prosecution of offences committed against the insurance company, reduction of insurance risks associated with the conclusion of an insurance contract, prevention of insurance crime, analysis and statistics;
3. **Fulfilment of the data controller's legal obligations** (under national and international law, including European Union law) such as processing on the basis of accounting regulations and handling complaints related to reporting to public authorities, including supervisory authorities and other entities;
4. **Legitimate interest of a third party**, i.e. the parent company of the MunichRe Group (of which we are a part), as an entity directly obliged to apply the sanctions of the United States of America and to ensure their compliance by related parties;
5. **Consent** – if voluntarily given.

Recipients of your personal data

Your personal data may be transferred to:

- Entities that process personal data on our behalf, such as IT service providers (including cloud service providers), insurance agents, entities conducting claims adjustment procedures, or providing archiving services on our behalf. These entities process data on the basis of a contract with us and only in accordance with our instructions,
- Entities pursuing debt collection,
- to reinsurance companies,
- Other insurance companies, if you have given separate consent,
- Other entities, if you have given separate consent,
- Other data controllers in the case of our legitimate interest.

If you give your consent, we may also transfer your data to other insurance companies for the purpose of assessing insurance risk and to entities within the ERGO Hestia Group for the purpose of direct marketing of their products and services.

Transfer of your personal data outside the European Economic Area (EEA) and applicable conditions

We may transfer your personal data outside the European Economic Area (EEA) only if necessary and provided that an adequate level of protection is ensured.

We may transfer data to a third country:

- with an adequate level of data protection, confirmed by a European Commission decision, or
- using standard contractual clauses approved by the European Commission.

Recipients of data in third countries may include:

- state authorities designated by law to collect information about the incident,
- state authorities conducting proceedings related to the reported incident in that country, or
- entities providing assistance services or other services in that country in order to assist the claimant or mitigate the consequences of the damage.

We will transfer your personal data if it is necessary:

- for the performance of the insurance contract concluded with you,

- for the performance of a contract concluded between us and another individual or legal entity in the interest of the data subject,
- for the establishment, exercise, or defence of legal claims.

We may also outsource certain services or IT tasks to service providers located outside the EEA, provided that data protection principles are observed. You may request further information on the methods used to safeguard your data or where to access copies of those safeguards.

Data subject rights in relation to personal data processing

1. **Right to withdraw consent** – if you withdraw your consent to data processing, this will not affect the lawfulness of actions taken before withdrawal.
2. **Right of access to personal data** (information about the processed data, copy of the data) and right to request rectification (amendment), erasure or restriction of processing.
3. **Right to object to the processing of personal data** – you may object to the processing of your personal data where we process it for direct marketing purposes (including profiling).
4. **Right to data portability** – you may receive your personal data in a structured, commonly used, machine-readable format and transfer it to another data controller.
5. **Right to lodge a complaint with the supervisory authority** dealing with personal data protection.
6. **Right to obtain an explanation regarding automated decision-making** – if profiling (i.e. automated decision-making) is used, you have the right to:
 - receive an explanation regarding the basis of the decision,
 - challenge the decision,
 - express your own position,
 - request a review of the data and the decision by a human.

To exercise these rights, please contact us.

Retention period of your personal data

If we have concluded an insurance contract, your personal data will be retained until the expiry of the limitation period for claims arising from the insurance contract or until the expiry of the data retention obligation imposed by law (e.g. retention of accounting documents related to the insurance contract).

If no insurance contract has been concluded, personal data will be retained until the expiry of the limitation period for claims arising from the submitted application.

If you have given appropriate consent, personal data will be processed for the purposes specified in the consent (e.g. for marketing purposes) until the consent is withdrawn.

Data will be processed for analytical and statistical purposes for 12 years from the date of termination of the insurance contract.

Information about the requirement to provide data

Providing personal data in connection with the insurance contract is necessary for its conclusion and performance, as well as for the assessment of insurance risk. Without this data, we cannot conclude the contract, present an offer, or carry out the claims settlement process.

If personal data is required to handle a complaint and is not provided, we will not be able to consider the complaint.

Providing personal data for marketing purposes is voluntary.