



# General Terms and Conditions of Hestia Car Assistance Insurance for Corporate Clients

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

# Hestia Car Assistance Insurance for Corporate Clients

**ERGO**  
HESTIA®

Document containing information on the insurance product

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






**Product: Hestia Car Assistance Insurance**

Full details are given in the **General Terms and Conditions of Hestia Car Assistance Insurance for Corporate Clients** dated 8 October 2023 (code: AB-HCA-01/23).

## What kind of insurance is this?

The insurance covers the cost of providing immediate assistance in the event of loss, damage or destruction of the insured vehicle.

	<p><b>What is the subject of insurance?</b></p> <ul style="list-style-type: none"> <li>✓ The insurance covers the provision of assistance in the event of the loss, destruction or loss of the vehicle;</li> <li>✓ In the Minimum coverage, assistance is provided to all vehicles involved in the incident in the event of a vehicle collision. The service consists of towing the vehicles;</li> <li>✓ In the Standard, Comfort and Maximum coverage, assistance is provided in the event of a vehicle collision; vehicle collision with persons, animals or objects; collision of sports equipment carried on the external rack with objects; action of a thermal or chemical agent; vandalism; fire; explosion; flooding; sudden act of nature; breakdown; immobilisation and theft of the vehicle;</li> <li>✓ Types of services provided: towing the vehicle, vehicle improvement at the scene of the event, replacement vehicle, enabling journey continuation, accommodation for the driver and passengers, pick-up and delivery of the repaired vehicle to the Insured, supply of fuel, guarded car park, providing telephone information through a helpline, psychological assistance, substitute driver, transport of a trailer and damaged vehicle scrapping;</li> <li>✓ The scope of services provided depends on the Insurance Option (Minimum Standard, Comfort, Maximum);</li> <li>✓ The sum insured is PLN 5,000 for the Minimum Option and PLN 20,000 for the Standard, Comfort and Maximum Options.</li> </ul>	<p> <b>What is not covered by the insurance?</b></p> <p><b>The insurance does not cover any losses that occur:</b></p> <ul style="list-style-type: none"> <li>✗ during the loading and unloading of cargo or luggage and by the loaded or carried cargo or luggage (this does not apply to damage caused by the collision of sports equipment carried on the external luggage rack with objects from outside the vehicle);</li> <li>✗ during the use of the vehicle, by the Insured or the authorised driver, as a tool for crime or in connection with wilful misconduct;</li> <li>✗ in a vehicle the driver of which, at the time of the accident or arrival at the scene of the accident, was under the influence of alcohol or in a state of intoxication, under the influence of drugs or other substances of similar effect, or when the driver of the vehicle left the scene of the accident, unless this had no effect on the occurrence of the loss;</li> <li>✗ in a vehicle the driver of which was not, at the time of the accident, in possession of the required driving licence, if such driver was the owner of the vehicle or a person with whom the owner of the vehicle lives in the same household or any other person entitled to use the vehicle;</li> <li>✗ as a result of using the vehicle to transport fuels, toxic chemicals or gases. During test runs, rallies, races, warm-ups, contests or when using the vehicle as a prop. During the use of a vehicle for driving instruction, when renting the vehicle and in vehicles offered as courtesy cars on terms other than rental;</li> <li>✗ caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series.</li> </ul>
		<p> <b>What are limitations on insurance coverage?</b></p> <ul style="list-style-type: none"> <li>! The towing service is not provided if the vehicle is not used as intended, which also involves carrying a load that exceeds the vehicle's permissible load capacity specified in the registration certificate.</li> <li>! The following costs are excluded from insurance coverage: costs of purchasing parts necessary to remove the breakdown or damage to the vehicle; spare parts used to repair the vehicle; costs incurred as a result of a failure or immobilisation of the vehicle, resulting from the Insured's failure to remove their cause after the service is organised by ERGO Hestia; costs incurred as a result of using the vehicle without the owner's consent and knowledge; fuel, insurance and additional charges (deposit to cover the deductible) of a replacement vehicle.</li> </ul>

	<p><b>Where is the insurance valid?</b></p> <ul style="list-style-type: none"> <li>✓ Insurance in the Minimum Option is valid in the territory of Poland;</li> <li>✓ Insurance in the Standard, Comfort and Maximum Options is valid within the geographical limits of Europe. After paying an additional premium the insurance is also valid in the territory of Belarus, Moldova, Russia, Ukraine.</li> </ul>
	<p><b>What are the obligations of the Insured?</b></p> <p><b>Obligations at the beginning of the agreement:</b></p> <ul style="list-style-type: none"> <li>– The Insured being the Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the proposal form or prior to the conclusion of the agreement in other letters; if the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded on their behalf.</li> </ul> <p><b>During the term of the insurance agreement, the Insured:</b></p> <ul style="list-style-type: none"> <li>– being the Policyholder is obliged to pay the premium;</li> <li>– is obliged to ensure that the vehicle is duly secured against theft by activating the required devices in the vehicle;</li> <li>– being the Policyholder is obliged to promptly notify the Insurer of all changes in circumstances, which can have an impact on increasing the probability of an accident, about which the Insurer asked in the insurance application or in other letters before concluding the insurance agreement.</li> </ul> <p><b>If a claim is presented/submitted, the Insured is obliged to:</b></p> <ul style="list-style-type: none"> <li>– notify the Insurer about the event immediately after its occurrence or after receiving information about it;</li> <li>– provide the Insurer with the documents necessary for the consideration of the compensation application;</li> <li>– comply with the Insurer's instructions and provide information and powers of attorney to the extent necessary for the proper loss liquidation;</li> <li>– employ any means available to them to save the subject of insurance and prevent the loss or reduce its extent;</li> <li>– secure the possibility to claim compensation from people responsible for the loss.</li> </ul>
	<p><b>How and when should premiums be paid?</b></p> <p>The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on the arrangements of the parties to the insurance agreement, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an intermediary.</p>
	<p><b>When does the insurance coverage start and end?</b></p> <p>The insurance agreement is concluded for up to 12 months. The liability of the Insurer shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment.</p>
	<p><b>How can the agreement be terminated?</b></p> <p>If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder being a natural person may withdraw from the agreement within 30 days from its conclusion; the Policyholder being an entrepreneur may withdraw from the agreement within 7 days from its conclusion. If the Insurer did not inform, at the latest on the date when the agreement was signed, the Policyholder being a consumer about the right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder being a consumer became aware of this right. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay the premium for the period when the Insurer provided the insurance cover.</p>

# Why ERGO Hestia Group?

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## 1

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

We enable you to customise your insurance coverage.

## 2

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### **A nationwide network of advisors.**

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

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### **We protect you.**

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

## 4

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### **Trusted by the largest market players.**

We protect companies that are key to the Polish economy.

## 5

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### **25 years of experience.**

We anticipate situations that may occur to our Clients.

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### **Top quality of loss adjustment.**

Our loss adjustment procedures are transparent.

## 7

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### **Open dialogue with our Clients.**

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

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### **Complaint management.**

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

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### **ERGO Hestia Customer Ombudsman.**

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



# General Terms and Conditions of Hestia Car Assistance Insurance for Corporate Clients

CODE: AB-HCA-01/23

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The following table indicates which of the provisions contained in these General Terms and Conditions of Hestia Car Assistance Insurance for Corporate Clients regulate the matters listed in Article 17(1) of the Act on Insurance and Reinsurance Activities of 11 September 2015.

Name of the insurance	Number of the model's editing unit	
	Reasons for the payment of compensation and other benefits or the surrender value of insurance	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits
Hestia Car Assistance	§ 4(1-2) § 4(4) § 16(6)	§ 4(3) § 6(1-3) § 7 § 8 § 15(3) § 16(3) § 16(5) § 19(4)

# General Provisions

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## Insurance Agreement

### § 1

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

## Definitions

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### § 2

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

1. Failure	malfunction of the vehicle caused by mechanical, electrical, electronic or hydraulic faults, making it impossible to drive the vehicle, excluding the need to replenish consumables, current and periodic maintenance, the supply and installation of accessories and the lack of resources necessary to operate the vehicle, and its removal is not possible on site or within a maximum of 3 hours at the nearest workshop to which the vehicle has been towed by the Emergency Centre.
2. Emergency Centre	the organiser of the Assistance service on behalf of ERGO Hestia.
3. Theft	an action that meets the requirements of the act specified in Article 278 of the Criminal Code (taking of another person's movable property for the purpose of appropriation), Article 279 of the Criminal Code (taking another person's movable property with burglary) and Article 280 of the Criminal Code (taking another person's property by using violence or the threat of violence or by bringing a person into a state of unconsciousness or defencelessness with the aim of stealing property). Theft is not considered to be misappropriation as referred to in Article 284 of the Criminal Code (misappropriation of another person's movable property).
4. Entrepreneur	any natural person, legal person or any other organisational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity in their own name, as well as each of the partners in a civil partnership to the extent of their business activities.

5. Accident	a sudden event caused by an external cause as a result of which the Insured, irrespective of their will, suffered bodily injury, disturbance of health or died, which arose in connection with: 1) the movement of the covered vehicle, 2) the loading and unloading of the covered vehicle, 3) entering and leaving the insured vehicle.
6. Vehicle's operational period	the period calculated from the date of the first registration of the vehicle made in the year of its manufacture; if the date of the first registration is not known or the first registration took place after the year of production, then the life is calculated from 31 December of the year of manufacture of the vehicle: 1) up to the first day of the insurance period – for the conclusion of the insurance agreement; the period of use thus determined is valid for the whole insurance period, 2) up to the day of the loss – for determining the amount of compensation.
7. Relatives	a spouse, person in a civil partnership, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adoptees and adopters.
8. Third parties	all entities remaining outside the insurance relationship resulting from the insurance agreement concluded with ERGO Hestia.
9. Vehicle	a passenger car or a truck with a load capacity of up to 3,000 kg as well as a motorbike and a moped subject to registration in the Republic of Poland in accordance with the Road Traffic Law Act of 20 June 1997.
10. Replacement vehicle	a vehicle belonging to an entity engaged in the business of renting vehicles, in the event of damage to the insured vehicle: 1) of segments A, B, C, mopeds, motorbikes – a passenger car of segment B, or 2) of segment D – a passenger car of segment C, or 3) of segment D above – a passenger car of segment D, or 4) truck – a truck with technical parameters similar to those of a truck indicated in the insurance agreement.
11. Fire	the effect of fire which has extended beyond a fireplace or originated without a fireplace and can self-propagate.
12. Crime	an act of a human being, prohibited by the law in force at the time when it is committed under penalty, as a felony or a misdemeanour, unlawful, culpable and socially harmful to a degree higher than negligible.
13. Service centre	a repair facility or an authorised motor vehicle inspection station of a given brand.
14. Truck	a vehicle registered as a truck with a load capacity of up to 3,000 kg.
15. Passenger car	a vehicle registered as a passenger vehicle.
16. State under the influence of alcohol	a state in which the concentration of alcohol in blood is between 0.2‰ and 0.5‰ or the alcohol level in breath testing is between 0.1 mg to 0.25 mg in 1 dm <sup>3</sup> .
17. State of intoxication	a state in which the concentration of alcohol in blood amounts to more than 0.5‰ or the alcohol level in breath testing is above 0.25 mg in 1 dm <sup>3</sup> .
18. Loss	a non-material consequence of an event or property damage arising directly from an event covered by the insurance agreement.
19. Total loss	a loss for which the repair costs calculated according to the prices of new original parts from the manufacturer of the vehicle (without calculating the depreciation) and the extent of necessary labour and the prices of labour at repair workshops authorised by the vehicle manufacturer, determined in gross amounts, i.e. including the due VAT, exceed 70% of the market value of the vehicle on the day the loss occurs.
20. Vehicle immobilisation	a condition of the vehicle which prevents its use as a result of: a) the battery and, in the case of electrically-powered vehicles, the traction battery being discharged; b) loss, damage or locking inside the vehicle of keys or other devices used for opening or starting the vehicle; c) lack of air in a tyre; d) lack or inadequacy of fuel in the vehicle tank, as well as the freezing of fuel in the vehicle tank; e) getting stuck (i.e. driving in without being able to leave unaided) on the side of a public road in cases other than those defined as accidents, as listed in the table in part. 4 section 1 point 1).
21. Insured	the person for whose account the Policyholder has concluded the insurance agreement, or the driver and passengers of the insured vehicle, involved in an incident covered under Hestia Car Assistance insurance, whose number at the time of the event is not greater than the number of seats specified in the vehicle registration certificate.



22. Explosion	a sudden change in the state of equilibrium of a system, accompanied by a simultaneous release of gases, dust or vapour, caused by their property of propagation. In respect of pressure vessels and other such vessels, the condition for an accident to be considered as an explosion is that the vessels and tanks are torn apart to the degree causing the rapid equalisation of pressure as a result of the discharge of gases, dusts, steam or fluids. An explosion shall also include an implosion involving damage to a tank or vacuum instrument by external pressure.
23. Flooding	immersion of the insured vehicle in a liquid. Flooding shall not include cases where the working motor of the vehicle sucks in liquid.
24. Event	loss, destruction or damage to property.
25. Civil partnership	an informal relationship between two persons living together in the same household. Persons living in a civil partnership cannot be related by consanguinity, affinity or adoption.

## Insurance Options

### Subject of insurance

#### § 3

1. The subject matter of the insurance shall be the organisation and coverage of the costs of providing immediate assistance by means of the Emergency Centre of Hestia Car Assistance within the scope and under the terms and conditions specified in these General Terms and Conditions of Insurance.
2. The Hestia Car Assistance insurance agreement can be concluded in one of the following options:
  - 1) Minimum,
  - 2) Standard,
  - 3) Comfortable,
  - 4) Maximum.

### Scope and sum insured

#### § 4

1. The sums insured and the limits for particular types of services under the insurance agreement are specified in the table below:

	Minimum	Standard	Comfortable	Maximum
Causes of events covered vehicle collision by the insurance		<ol style="list-style-type: none"> <li>1) accidents: <ol style="list-style-type: none"> <li>a) collision between vehicles,</li> <li>b) sudden contact between the vehicle and persons, animals or objects from outside the vehicle,</li> <li>c) vandalism,</li> <li>d) collision of sports equipment carried on the external luggage rack with objects from outside the vehicle,</li> <li>e) fire, explosion, flooding and sudden action of natural forces,</li> <li>f) sudden action of a thermal or chemical agent from outside the vehicle,</li> </ol> </li> <li>2) failure,</li> <li>3) immobilisation of the vehicle,</li> <li>4) theft of the vehicle.</li> </ol>		
Sum insured	PLN 5,000	PLN 20,000		
Territorial coverage	Poland	geographical borders of Europe, subject to section 3		

	Minimum	Standard	Comfortable	Maximum
Vehicle towing	up to 150 km	Cars, motorbikes, mopeds – up to 300 km.  Truck with a load capacity of up to 3,000 kg – up to 300 km; in the case of a failure or immobilisation of a truck with a load capacity of up to 3,000 kg, towing is organised within the above-mentioned km limit, but no more than 2 times during the term of the insurance agreement.	Cars, motorbikes, mopeds – up to 500 km within the territory of the Republic of Poland, additionally outside Poland the limit of 250 km (limits are combined).  Trucks and vehicles with a load capacity of up to 3,000 kg – up to 500 km within the territory of the Republic of Poland, additionally outside Poland the limit of 250 km (limits are cumulative); in the case of a failure or immobilisation of a truck with a load capacity of up to 3,000 kg, towing is organised within the above-mentioned limits of km, but no more than 2 times during the insurance agreement duration.	Cars, motorbikes, mopeds – within the territory of the Republic of Poland, without any km limit, additionally outside Poland the limit of 1,500 km (limits are combined).  Trucks and vehicles with a load capacity of up to 3,000 kg – within the territory of the Republic of Poland, without any km limit, additionally outside Poland the limit of 500 km (limits are cumulative); in the case of a failure or immobilisation of a truck with a load capacity of up to 3,000 kg, towing is organised within the above-mentioned limits of km, but no more than 2 times during the insurance agreement duration.
Refuelling	no	yes	yes	yes
On-site improvement	no	yes	yes	yes
Trailer transport	no	up to 300 km	up to 500 km within the territory of the Republic of Poland, additionally outside Poland a limit of 250 km (the limits are cumulative)	within the territory of the Republic of Poland, without any limits, additionally outside Poland, with a limit up to 1500 km (the limits are cumulative)
Replacement vehicle				
after the accident	no	no	up to 5 days	up to 10 days
after theft	no	no	up to 7 days	up to 15 days
vehicle				
after a failure or immobilisation of the vehicle	no	no	no	up to 5 days (no more than 2 times during the insurance agreement period)
Driver substitute	no	no	yes	yes
Accommodation	no	no	up to 2 days	up to 2 days
Journey continuation	no	yes	yes	yes
Guarded car park	no	no	no	yes (limit PLN 300)
Pick-up and delivery of the repaired vehicle	no	no	no	yes (limit of 100 km, in relation to events within the territory of the Republic of Poland)
Legal scrapping	no	no	no	yes
Psychological support	no	no	no	up to 5 visits
Helpline	yes	yes	yes	yes

## 2. The Assistance services indicated in the table shall consist of the following:

- 1) **vehicle towing** – organising and covering the costs of loading a vehicle on a breakdown service vehicle, transport from the place of the event to the place indicated by the Insured within the chosen option and unloading from the breakdown service vehicle, lifting the vehicle with the use of a crane.

The cost of towing above the limit specified in the insurance agreement shall be covered by the Insured; one towing shall be provided for each event;

- 2) **on-the-spot improvement** – a service provided by a specialist indicated by the Emergency Centre, at the scene of the event, consisting in undertaking repair works on the insured vehicle in order to enable the Insured to continue their journey safely to the destination or the nearest repair workshop. If it is not possible to carry out the service at the site of the failure or immobilisation of the vehicle, the Emergency Centre shall have the vehicle towed;
- 3) **trailer transportation** – organising and covering the costs of transporting a trailer, connected to the vehicle at the moment of the event, to the Insured's place of residence or registered office in the territory of the Republic of Poland, when the vehicle, which was towing the trailer, has been so damaged that it is unfit for further travel or has been stolen. The cost of towing above the limit specified in the insurance agreement shall be covered by the Insured; one towing shall be provided for each event;
- 4) **replacement vehicle** – organising and covering of the costs of renting, delivering and picking up a replacement vehicle (or taking the driver and passengers to the place when a vehicle can be rented). A replacement vehicle shall be available at the request of the Insured when:
  - a) the vehicle has been damaged and the extent of the damage can be qualified as a total loss;
  - b) the vehicle needs to be repaired at a service station and its repair will last at least until the following day. The Insured shall be entitled to a replacement vehicle for the duration of the repair and not longer than the period provided for in the selected option of the insurance agreement concluded;
  - c) the vehicle has been stolen;
- 5) **driver's substitute** – organising and covering the driver's costs for the return of the insured vehicle's passengers to their place of residence in the event that the vehicle driver has been injured, hospitalised or died as a result of the event, accident or sudden illness, and none of the passengers has the licence to drive the vehicle of the given category;
- 6) **accommodation** – organising and covering the costs of accommodation and transport to the place of accommodation of the driver and passengers of the insured vehicle (up to the maximum number of places specified in the registration certificate) in the nearest medium category hotel (two or three stars). Depending on the option chosen, the accommodation is provided:
  - a) in the Comfort Option – in the event of theft of the vehicle, committed at least 50 km in a straight line from the Insured's place of residence or registered office;
  - b) in the Maximum Option – in the event of theft, failure or immobilisation of the vehicle, or an accident occurring at least 50 km in a straight line from the Insured's place of residence or registered office; in the event of an accident, accommodation shall be provided when it is necessary to repair the vehicle and the repair will take until the next day;
- 7) **journey continuation:**
  - a) in the Standard Option – if, during vehicle towing, the tow truck does not have a sufficient number of seats in the vehicle, the journey of the driver and the passengers of the insured vehicle together with their luggage (in the maximum number of seats specified in the vehicle registration certificate) to the place specified by the Insured, at a distance not exceeding 100 km from the place of the event;
  - b) in the Comfort Option – if, during vehicle towing, the tow truck does not have a sufficient number of seats in the vehicle, the journey of the driver and the passengers of the insured vehicle together with their luggage (in the maximum number of seats specified in the vehicle registration certificate) to the place specified by the Insured, at a distance not exceeding 100 km from the place of the event;
  - c) in the Maximum Option:
    - i) if, during vehicle towing, the tow truck does not have a sufficient number of seats in the vehicle, the journey of the driver and the passengers of the insured vehicle together with their

luggage (in the maximum number of seats specified in the vehicle registration certificate) to the place specified by the Insured, at a distance not exceeding 100 km from the place of the event, or

- ii) the journey of the driver and the passengers of the insured vehicle together with their luggage (up to the maximum number of seats specified in the vehicle registration certificate) to the place of destination or to the Insured's place of residence (purchase and delivery of first-class train, bus or plane tickets, provided that the cost of their purchase is comparable to that of train or bus tickets);

- 8) **guarded car park** – organising and covering the costs of parking in a fenced-off area under the constant supervision of security guards;
  - 9) **pick and delivery of the repaired vehicle** – organising and covering the costs of pick-up and delivery of the repaired insured vehicle to the travel destination or place of residence or registered office of the Insured;
  - 10) **legal scrapping** – organising and covering the costs of scrapping the insured vehicle in the event of its total loss;
  - 11) **psychological care** – organising and covering the costs of a psychological consultation for the Insured, other persons present in the insured vehicle at the time of the incident and their relatives; psychological care is organised in connection with stress resulting from the incident, provided that a written referral is issued by the attending physician;
  - 12) **helpline** – providing information by telephone:
    - a) concerning connections and detours, the location of the nearest service station or repair workshop,
    - b) concerning the possibility of renting a car in a given country in Europe,
    - c) concerning the estimated costs of fuel and road tolls in a given country in Europe,
    - d) where the Insured may obtain, in the event of a trip abroad, telephone assistance in talking with the police, border authorities, medical centres (for the following languages: English 24 hours a day; German, French, Italian, Russian – on working days from 8.00 a.m. to 4.00 p.m.).
3. In the territory of Belarus, Russia, Ukraine and Moldova, the insurance excludes losses caused by:
- 1) fire, explosion, flooding and sudden action of natural forces,
  - 2) vandalism,
  - 3) collision of sports equipment carried on the external luggage rack with objects from outside the vehicle,
  - 4) sudden action of a thermal or chemical agent from outside the vehicle,
  - 5) theft of the vehicle or its parts, unless the insurance coverage in motor vehicle insurance against loss, destruction or damage (Motor Hull Insurance) is extended, at the request of the Policyholder and against payment of an additional premium, to include these territories.
4. In the Minimum Option, the Emergency Centre organises and covers the costs of vehicle towing in the event of a vehicle collision caused in the territory of Poland by the driver of the insured vehicle. Towing takes place to the place indicated by the participants of the vehicle collision in the territory of Poland, up to a maximum of 150 km for each vehicle. Both the insured vehicle and the vehicles which have collided with it may be towed if the vehicle has been damaged and the extent of the damage makes it impossible to continue safe driving.

## § 5

Once the service has been rendered, the sum insured shall be reduced by an amount equivalent to the costs incurred by ERGO Hestia. Once the sum insured has been exhausted, the insurance agreement shall be terminated.

## § 6

1. Within the framework of the Hestia Car Assistance insurance, the Emergency Centre shall organise only the services specified herein and shall not reimburse the costs of services incurred by the Insured or any other person entitled to benefits under this insurance agreement, subject to section 2.
2. If the Insured on their own has incurred economically justified costs of towing or renting a replacement vehicle, ERGO Hestia shall, upon prior arrangement, reimburse them based on receipts or invoices for the costs incurred by the Insured up to the amount of:
  - 1) in the case of towing:
    - a) PLN 150 (gross) – if towing is carried out within 25 km from the place of accident,
    - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading the vehicle – if towing is carried out outside the area of 25 km from the place of accident; but no more than up to the kilometre limit indicated in the selected option,
  - 2) in the case of renting a replacement car – PLN 125 (gross) per day.
3. The cost of providing a replacement vehicle shall not include the cost of fuel, its insurance and additional charges understood as a deposit to cover the deductible and other requirements imposed by the rental company. Also, they shall not release the Insured from the requirement to have credit card or other security measured required when providing a replacement vehicle in accordance with the general rental conditions applied by the rental company. ERGO Hestia shall also not cover the deductible of a replacement vehicle resulting from the rental agreement for the vehicle.
4. The Insured shall become familiar with the terms and conditions of renting and the terms and conditions of insurance of the rented replacement vehicle and shall follow the instructions and directions received as well as meeting other requirements imposed by the entity renting the vehicle.
5. If the Insured dies or is unable to give any instructions, the person authorised to give instructions in connection with the insurance agreement shall be a relative, driver or passengers of the insured vehicle. If more than one person is entitled, the person who is the first to notify the event in question shall be entitled to a decision. The provisions of section 2 and 3 shall apply accordingly.

## Provisions common to all insurance options

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### Exclusions of liability

## § 7

1. ERGO Hestia shall be released from liability if the Insured causes a loss by a wilful act or by gross negligence, unless the payment of compensation in given circumstances is justifiable.
2. ERGO Hestia shall not be liable for any losses caused intentionally by a person with whom the Insured lives in the same household.
3. The insurance shall also not cover any losses caused:
  - 1) during loading and unloading of cargo or luggage and by the loaded or transported cargo or luggage (this shall not apply to damage caused by the collision of sports equipment transported on the external luggage rack with items from outside the vehicle);
  - 2) during the use of the vehicle by the Insured or the authorised driver, as a tool for crime;
  - 3) in a vehicle the driver of which, at the time of the accident or arrival at the scene of the accident, was under the influence of alcohol or in a state of intoxication, under the influence of drugs or other substances of similar effect, or when the driver of the vehicle left the scene of the accident, unless this had no effect on the occurrence of the loss;
  - 4) in a vehicle the driver of which was not, at the time of the accident, in possession of the required driving licence, if such driver was the owner of the vehicle or a person with whom the owner of the vehicle lives in the same household or any other person entitled to use the vehicle;

- 5) as a result of using the vehicle to transport fuels, toxic chemicals or gases;
  - 6) during test runs, rallies, races, warm-ups, contests or when using the vehicle as a prop;
  - 7) when using the vehicle during driving lessons;
  - 8) when renting the vehicle and in vehicles offered as courtesy cars on terms other than rental;
  - 9) caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series;
  - 10) in consequence of using the vehicle not as intended;
  - 11) during the use of prototype vehicles, understood as experimental models developed by the car manufacturer for new series of vehicles;
  - 12) as a result of acts of war, martial law, state of emergency, riots, civil unrest, earthquakes, strikes, lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, detention or requisition of property by the authorities;
  - 13) due to nuclear energy or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields;
  - 14) during the use of the vehicle in connection with mandatory service for the military or other bodies, and arising in vehicles participating in protest actions and road blockades.
3. The towing service is not provided if the vehicle is not used as intended, which also involves carrying a load that exceeds the vehicle's permissible load capacity specified in the registration certificate.

## § 8

1. The insurance cover excludes the costs of:
  - 1) purchase of fuel and parts necessary to improve the vehicle or repair damage to the vehicle;
  - 2) spare parts used to repair the vehicle;
  - 3) resulting from failure or immobilisation of the vehicle, as a result of the Insured's failure to remove their cause after the Emergency Centre has organised the service;
  - 4) caused by the use of the vehicle without the consent and knowledge of the owner;
  - 5) fuel, insurance and additional charges (deposit to cover the deductible) of a replacement vehicle.
2. ERGO Hestia shall not be liable for any losses directly or indirectly related to the organisation of services. Liability for the aforementioned losses shall be borne by the Emergency Centre.

## Concluding the insurance agreement

### § 9

1. The insurance agreement is concluded on the basis of an application, and the policy is the confirmation of the conclusion of the agreement.
2. The application should include at least:
  - 1) name and address of the Policyholder as well as their PESEL, REGON or NIP;
  - 2) name and address of the Insured and PESEL, REGON or NIP if the insurance agreement was concluded for the account of a third party;
  - 3) vehicle data;
  - 4) insurance option;
  - 5) territorial scope of the insurance;
  - 6) insurance period.

## Conclusion of insurance agreement for account of a third party

### § 10

1. The Policyholder may conclude the insurance agreement for the account of a third party.
2. ERGO Hestia may assert a claim for the payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the accident has already occurred.
4. The Insured may demand that ERGO Hestia provide them with the information on the provisions of the signed insurance agreement and on the General Terms and Conditions of Insurance insofar as they relate to the rights and obligations of the Insured.
5. In the case of concluding the insurance agreement for the account of a third party, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder shall deliver the General Terms and Conditions of Insurance to the Insured prior to the Insured's consent. The Insured must confirm in writing the receipt of the General Terms and Conditions of Insurance. The Policyholder must provide ERGO Hestia with a document with such a confirmation.

## Method of determining and paying the insurance premium

### § 11

1. The insurance premium is determined once risk assessment has been carried out and is payable once.
2. At the Policyholder's request, the payment of the premium may be divided into instalments. The time limits for paying premium instalments and their amounts shall be set out in the insurance agreement.

### § 12

1. The amount of the premium shall be determined on the basis of the tariff applicable on the date of concluding the insurance agreement and shall depend on:
  - 1) insurance option,
  - 3) period of insurance,
  - 4) type of vehicle.
2. When determining the amount of the premium, a surcharge for spreading the premium into instalments shall be included.

## Period of insurance and duration of liability of ERGO Hestia

### § 13

1. The insurance period is specified in the insurance agreement.
2. The beginning of the insurance period shall be the date and time agreed upon by the parties to the agreement and specified in the insurance agreement.

### § 14

1. ERGO Hestia's liability shall commence from the date and time specified in the insurance agreement as the beginning of the period of insurance, but not earlier than from the day following the payment of the premium or its first instalment, subject to sections 2 and 3.

2. Where ERGO Hestia is liable before the premium or its first instalment is paid, and the premium or its first instalment is not paid on time, ERGO Hestia shall terminate the insurance agreement with immediate effect and demand the payment of the premium for the period for which it provided insurance cover. In the absence of notice, the insurance agreement shall be terminated at the end of the period for which the unpaid premium was due.
3. In the case of payment of the premium in instalments, failure to pay the next instalment of the premium by the due date may cause ERGO Hestia's liability to cease only if, after this date, ERGO Hestia calls on the Policyholder to pay the premium in the specified amount with a threat that failure to do so within 7 days from the delivery of the call will cause termination of liability.
4. If payment is made by bank transfer or postal order, the date of payment shall be the date on which the payment is ordered to a bank or postal office, provided that, when paying by transfer, the Policyholder's bank account is credited with the relevant amount. Otherwise, the payment date shall be the date of crediting ERGO Hestia's account with the relevant amount.
5. The payment of the amount specified in the insurance agreement shall be considered the payment of the premium or of a premium instalment.
6. The liability of ERGO Hestia shall expire upon the expiry of the insurance period unless the insurance relationship expired before that date.

## Obligations of the Policyholder and the Insured

### § 15

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the proposal form or before the conclusion of the insurance agreement in other letters.

If the Policyholder concludes the insurance agreement through a representative, this obligation shall also apply.

also to the representative and shall additionally cover the circumstances known to them. If ERGO Hestia concludes the insurance agreement although particular questions have been left unanswered, any omitted circumstances shall be regarded as immaterial.

2. During the term of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances that may increase the probability of an accident, about which ERGO Hestia asked in the insurance application or in other letters prior to concluding the insurance agreement.
3. ERGO Hestia shall not be liable for the consequences of circumstances of which it has not been notified in violation of sections 1 and 2. If the violation of the provisions of section 1 resulted from wilful misconduct, then, in case of doubt, it is assumed that the accident provided for in the insurance agreement and its consequences are the result of circumstances referred to in the previous sentence.

## Procedure in the event of an accident

### § 16

1. The Insured shall notify ERGO Hestia about the accident immediately after it has happened or the Insured learns about it.
2. The notification may be made:
  - 1) using the form available at [www.ergohestia.pl](http://www.ergohestia.pl) or
  - 2) at the phone number: 801 107 107 or 58 555 5 555.
3. In the event of a breach, by wilful misconduct or gross negligence of the obligation of prompt notification set out in section 1, ERGO Hestia may reduce the compensation commensurably if the breach contributes to an increase of the loss or prevents ERGO Hestia from establishing the circumstances and consequences of the event.



4. If an accident under the insurance cover occurs, the Policyholder must employ any means available to save the subject of insurance and prevent the loss or reduce its extent.
5. If the Insured failed, intentionally or through gross negligence, to comply with the measures referred to in section 4, ERGO Hestia shall be free from liability for the loss thus caused.
6. Within the limits of the sum insured, ERGO Hestia shall reimburse the costs of the measures referred to in section 4, if such measures were justified, even if they proved ineffective.

## Payment of compensation

### § 17

1. Any person eligible under the insurance agreement must substantiate their claim.
2. In cases indicated in § 6(2), ERGO Hestia shall reimburse costs following the recognition of the claim of the person eligible under the insurance agreement as a result of arrangements made in the proceedings to establish the facts, the legitimacy of the claims and the amount of such costs or a settlement concluded with them or a final court ruling.

### § 18

1. ERGO Hestia shall reimburse the costs referred to in § 6(2) within 30 days from the date of receiving the notification of the accident.
2. If, within the time limit specified in section 1, it appears impossible to clarify the circumstances necessary to determine the Insurer's liability or the costs, the costs should be paid within 14 days from the date when, with due diligence, explanation of those circumstances was possible. However, the undisputed part of the costs shall be paid by ERGO Hestia within the time limit specified in section 1.
3. If compensation is not payable or is payable in the amount other than the one specified in the claim, ERGO Hestia shall notify the claimant in writing, indicating the circumstances and legal basis for the full or partial refusal to pay compensation and shall inform the claimant about the possibility to pursue claims before court.

## Insurance recourse

### § 19

1. As of the date of compensation payment, a claim of the Insured against a third party responsible for the loss, up to the amount of costs incurred in connection with the organisation of services or reimbursement to the Policyholder, in accordance with § 6(2), shall be transferred to ERGO Hestia.
2. No claims of the Insured shall be transferred to ERGO Hestia against persons with whom the Insured or the Policyholder or a person entitled to use the vehicle lives in the same household unless the perpetrator caused the loss intentionally.
3. The Insured is obliged to secure the possibility to bring claims for compensation against those responsible for the loss.
4. Should the Insured waive all or part of their rights towards third parties on account of the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay the compensation respectively in full or in an amount equal to the part in which the Insured waived those rights, and if the compensation has been already paid, ERGO Hestia may demand its reimbursement respectively in full or in an amount equal to the part in which the Insured waived those rights.

## Termination of the insurance agreement

### § 20

1. If the insurance agreement was concluded for a period exceeding 6 months, the Policyholder shall have a right to withdraw from the insurance agreement within 30 days, and in case the Policyholder is an entrepreneur within 7 days from the day of conclusion of the insurance agreement. If, at the latest at the time of the conclusion of the agreement, ERGO Hestia has not informed the Policyholder being a consumer of their right of withdrawal, a period of 30 days shall run from the day on which the Policyholder being a consumer became aware of this right.
2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.
3. Withdrawing from the insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
4. The Policyholder may withdraw from the agreement the manner described in § 23.
5. Where the subject of insurance is sold, the rights under the insurance agreement may be transferred to the purchaser of the subject of insurance. The assignment of these rights shall require the consent of ERGO Hestia.
6. Should the rights referred to in section 5 be transferred, also the obligations of the seller shall be transferred to the purchaser of the subject of insurance.

Despite such a transfer of obligations, the seller shall have joint and several liability together with the purchaser for the payment of the premium for the period until the transfer of the subject of insurance to the purchaser.

7. If the rights referred to in section 5 have not been transferred to the purchaser of the subject of insurance, the insurance relationship shall be terminated upon the transfer of the subject of insurance to the purchaser.
8. Upon transfer of the vehicle ownership right:
  - 1) from the lessor in a lease agreement to the lessee,
  - 2) from the bank to the borrower,
 the rights and obligations under the insurance agreement are transferred to the purchaser of the vehicle. Following the transfer of ownership of the vehicle, the purchaser, as the Policyholder, has the option to terminate the insurance agreement.
9. The provisions of section 5-7 shall not apply to the transfer of claims which arose or may arise from the occurrence of an accident provided for in the insurance agreement (e.g. compensation).
10. The provisions of paragraphs 5-7 shall also apply to forms of transfer of ownership of the vehicle other than sale.
11. The insurance agreement is also terminated upon deregistration of the vehicle.

### § 21

1. If the insurance agreement is terminated as a result of the reasons specified in § 20, the Policyholder shall have the right to the reimbursement of premium for the unused insurance period, subject to section 2.
2. The unused insurance period is counted from the day following the termination of the insurance agreement.

## Final provisions

### § 22

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

### § 23

1. All notices and statements of the parties to the agreement shall be made in writing and delivered against confirmation of receipt or sent by registered post.
2. In the insurance agreement, the parties may agree that notices and statements made by the parties to the agreement shall be delivered to the other party by electronic letter (e-mail), SMS text message, fax or telephone, respectively to: e-mail address indicated by the parties, ERGO Hestia helpline number or mobile or landline telephone number indicated by the Policyholder.

### § 24

In cases not regulated in the insurance agreement, the parties shall apply generally applicable provisions of the law.

## § 25

1. Insurance agreements shall be concluded under Polish law.
2. Disputes resulting from the insurance agreement are examined according to Polish law.
3. Both parties to the insurance agreement may bring an action for a claim resulting from the insurance agreement in accordance with the provisions on general jurisdiction or before a court having jurisdiction over the place of residence or seat of the Policyholder, Insured or beneficiary under the insurance agreement.
4. Both parties to the insurance agreement may bring an action also according to the regulations on general jurisdiction or before a court competent for the place of residence of the heir of the Insured or the heir of the person entitled from the insurance agreement.
5. Both parties to the insurance agreement may submit disputes for settlement to an arbitration court.
6. Any disputes arising from the insurance agreement between the Policyholder, the Insured or any other person eligible under the insurance agreement being a natural person and the Insurer may be resolved through out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, [www.rf.gov.pl](http://www.rf.gov.pl), which is an entity authorised to conduct out-of-court proceedings under the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, the Financial Ombudsman and the Financial Education Fund.
7. In view of the fact that insurance agreements concluded by ERGO Hestia may not be used to settle transactions subject to sanctions, prohibitions and restrictions under international or Polish law (hereinafter: “Sanctions”), including the Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed as the provider of the insurance coverage and shall not be obliged to pay for any claim or to ensure or provide any benefit in connection with the insurance coverage, insofar as the provision of the insurance coverage, payment or ensuring/provision of other benefit in connection with the insurance coverage could result in violation of any of the aforementioned Sanctions, provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.

## § 26

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

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu  
ds. Ubezpieczeń Korporacyjnych



Adam Roman

# Appendix No. 1 to the General Terms and Conditions of Hestia Car Assistance Insurance for Corporate Clients

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## Declaration of the Personal Data Controller

### 1. Who is the controller of your personal data?

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

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

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

### 2. Who is the Personal Data Officer?

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

Contact details of the Data Protection Officer

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

Adres email: iod@ergohestia.pl

### 3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

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

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

In order to determine your insurance premium if you conclude an insurance agreement via the Yanosik app, profiling is used and automatic decisions are made, related to the assessment of your driving safety. Decisions will be made on the basis of an assessment of your driving style, monitored via the designated app. For example, the more losses you have on your insurance record,

or the higher the driving dynamics of the person whose data are being processed, the higher is the insurance risk, and therefore the higher may be the insurance premium;

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

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

Legal grounds for data processing:

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

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

Your personal data may be transferred to:

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

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

### Transfer of data outside the European Economic Area

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

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

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

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

## 7. Other information

### **For how long will your personal data be stored?**

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

### **Information about the requirement to provide data**

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

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

The provision of personal data for marketing purposes is voluntary.