



Accident and Theft Insurance for Railway Rolling Stock



- Insurance product information sheet
- General Terms and Conditions of Insurance
- Statement of the Personal Data Controller

Accident and Theft Insurance for Railway Rolling Stock



Insurance product information sheet

Company: Sopockie Towarzystwo
Ubezpieczeń ERGO Hestia Spółka Akcyjna,
Poland

Product: Accident and Theft Insurance for Railway
Rolling Stock

Full details are given in the General Terms and Conditions of Accident and Theft Insurance for Railway Rolling Stock of 4 December 2023 (code: TM/OW002/2312).

The terms used in the document have the meanings set out in the GTC.

In this document, if we use the form of "we" – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

What kind of insurance is it?

The accident and theft insurance product of railway rolling stock is a property insurance for owners and users of railway rolling stock which, under the current legislation, falls under group 4 in Chapter II.

 <h3>What is the insured item?</h3> <ul style="list-style-type: none">✓ The insured item is the railway rolling stock specified in the insurance contract, owned or used by the insured✓ Against payment of an additional premium, we may cover:<ul style="list-style-type: none">• special rolling stock• tram rolling stock✓ The specific rolling stock is insured:<ul style="list-style-type: none">• when moving on the tracks;• during stoppage in locomotive and train depots;• during stoppage at side tracks (excluding losses caused in connection with and as a result of devastation);• in repair plants and during repairs and renovations (with liability limited to the basic scope).✓ Payment of compensation shall not result in a reduction of the sum insured by the amount paid out (no consumption of the sum insured).	 <h3>What events are not covered by the insurance?</h3> <p>We shall not be liable for any claim arising out of or in connection with:</p> <ul style="list-style-type: none">✗ armed conflict, hostilities, invasions or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution, cyber-war;✗ strikes, civil unrest, riots, commotions, sabotage, lockouts;✗ permanent or temporary takeover of rolling stock by state authorities (confiscation), appropriation of rolling stock, nationalisation;✗ effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and weapons of mass destruction;✗ use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system;✗ asbestos in any quantity and form;✗ carriage of hazardous loads;✗ an infectious disease, an actual or suspected hazard;✗ unavailability, loss, distortion, inoperability, malfunction, or misuse of electronic data;
<h3>What costs are reimbursed to the Insured?</h3> <p>Within the limits of the sum insured, we shall cover the costs of:</p> <ul style="list-style-type: none">✓ necessary actions taken by the user immediately after the fortuitous event in order to prevent or reduce the size of the claim;✓ the remuneration of appraisers and other experts appointed to determine the circumstances, causes or extent of the claim;✓ removal of claim residuals. <p>These costs shall be reimbursed only if they were incurred as a result of an event covered by insurance.</p> <h3>What is the scope of insurance?</h3> <p>Subject to the exclusions set out in the GTC, the insurance coverage shall operate within one of the two scopes of insurance:</p> <ul style="list-style-type: none">✓ basic – according to which we are liable for insurance accidents resulting from specific named risks;✓ all risk – according to which we are responsible for all insured accidents.	 <h3>What are the insurance coverage limitations?</h3> <ul style="list-style-type: none">! The sum insured of the insured item constitutes the upper limit of liability, unless the parties have agreed upon a different, lower limit of liability in the contract. <h4>Insurance coverage:</h4> <ul style="list-style-type: none">! shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.! is limited to the consequences of circumstances that have not been communicated to us;! shall be limited in the scope of application of the pro rata rule when paying compensation. <h4>Accident and Theft Insurance for Railway Rolling Stock does not cover losses caused by:</h4> <ul style="list-style-type: none">! wilful misconduct and gross negligence of the insured's representatives;! normal wear and tear or natural ageing of rolling stock;! failure of rolling stock;! operation of rolling stock non-compliant with the applicable provisions;! improper protection of rolling stock against third parties;! a person without driving or operating the rolling stock the required licence;! the driver or the operator of the rolling stock driving and operating rolling stock under the influence of alcohol, drugs or intoxicants;! non-performance or improper performance of periodic technical inspections of rolling stock;! a structural or material defect, alterations or errors in the technical design of the rolling stock;! deficiencies, defects or damage to rolling stock existing at the date of conclusion of the insurance contract, known to the policyholder and not reported to the insurer;



Accident and Theft Insurance for Railway Rolling Stock does not cover:

- ! damage disclosed only during an inventory or periodic inspection of the rolling stock;
- ! loss involving the appropriation of the insured rolling stock by employees of the insured or persons entrusted with the insured rolling stock;
- ! damage for which the supplier, contractor or repairer is legally or contractually liable for mandatory maintenance, inspections, guarantees and warranties;
- ! claim involving damage to rolling stock caused by renovation, maintenance or technical inspections carried out by the policyholder or third parties;
- ! loss occurring during trials and tests other than those carried out during periodic performance tests;
- ! damage the settlement of which is contrary to domestic or international sanctions;
- ! indirect costs related to the claim.



Where is the insurance coverage valid?

- ✓ The insurance coverage includes the railway rolling stock used in the territory of the Republic of Poland, unless the parties agree otherwise.



What are the responsibilities of the policyholder/insured?

If the policyholder concludes the insurance contract on someone else's (insured's) account, the provisions of GTC shall apply mutatis mutandis to the person on whose account the insurance contract was concluded.

Responsibilities at the beginning of the contract:

- The policyholder shall inform the insurer about all circumstances known to us, which we asked about in the offer form or other letters.

Responsibilities during the term of the insurance contract:

- the policyholder shall be obliged to pay the premium;
- the policyholder shall notify changes in circumstances we asked about in the offer form or other letters immediately after receiving information about them;
- the insured and its employees must comply with the generally applicable rules to prevent claim;
- the insured and its employees shall keep the rolling stock in good working order and use it in accordance with the intended purpose, recommendations and guidelines of the manufacturer or supplier.

In the event of claim, the policyholder shall:

- notifies the insurer about the claim immediately, but no later than within 3 business days of its occurrence or becoming aware thereof;

In the event of claim, the insured shall:

- notifies the insurer about the claim immediately, but no later than within 3 business days of its occurrence or becoming aware thereof; unless they are not aware of the conclusion of the contract on their behalf
- in the event of an accident, it shall use all available measures to prevent the claim or reduce the extent thereof and to secure against claim any property directly threatened.
- in the event of theft or robbery and whenever there is a suspicion of an offence due to the occurrence of claim, notify the police in order to draw up a report and initiate appropriate proceedings;
- establishes active cooperation with the insurer to clarify all circumstances and causes of the claim and to determine the extent of the claim;
- provide the required documents and evidence without delay;
- take the necessary steps to secure any recourse claims of the insurer;
- takes steps to determine the perpetrator of the claim and the witnesses of its occurrence;
- follows the recommendations of the insurer, providing it with information and the necessary powers of attorney;
- proves the claim for compensation in principle and in size.



How and when should premiums be paid?

- at the request of the policyholder, the premium may be divided into instalments. We specify the dates of payment of subsequent instalments and their amount and the method of payment in the insurance contract;
- if the premium is divided into instalments, the first instalment shall be paid within 14 days of the signing of the contract, while the deadlines for payment of subsequent instalments shall be determined individually;
- if the payment is executed by a bank transfer or postal order, the payment date shall be the date of ordering the payment in the bank or in the post office, provided that there are sufficient funds in the policyholder's account.



When does the insurance coverage begin and end?

- we conclude the insurance contract for a definite period specified in the insurance contract;
- our liability shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.



How can the contract be terminated?

- ✓ If the insurance contract was concluded for a period longer than 6 months, the policyholder is entitled to withdraw from the contract within 30 days of its conclusion, and if the policyholder is an entrepreneur, within 7 days of its conclusion.
- ✓ If we failed to inform the policyholder, who is a consumer, about his or her right to withdraw from the contract at the time of conclusion of the contract, the 30-day period shall commence on the date when they learn about such right.
- ✓ We may terminate the insurance contract only in cases specified by law and for important reasons, such as:
 - hiring the rolling stock out to a third party without the insurer's written consent;
 - the sale or decommissioning of rolling stock;
 - loss of licence, permission, concession or other decision authorising the conduct of business;
 - change the policyholder's business profile,
 - in the case of insurance on someone else's account – a change of the insured.
- ✓ Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the insurance premium for the period during which we provided the coverage.
- ✓ In the event of termination or withdrawal from the contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.



General Terms and Conditions of Accident and Theft Insurance for Railway Rolling Stock

TM/OW002/2312

Table of contents

Information table governing the issues listed in Article 17(1) of the Act of 11 September 2015 on insurance and reinsurance activity.	3
Basic information	5
General provisions	5
What definitions have we applied?	5
What is the insured item	9
What may the scope of insurance be	9
What kind of claim are we not responsible for?	10
How we conclude an insurance contract	12
Concluding a contract on behalf of a third party	12
Sum insured	12
How do we determine the insurance premium	13
Insurance period and insurer's indemnity period	13
What are the rights and responsibilities of the parties	13
How to proceed in the event of claim	14
How do we determine the extent of claim	15
How do we determine the amount of compensation	15
Insurance subrogation	17
Expiry of insurance coverage	17
How to make representations	17
How to lodge complaints	18

The table indicates the provisions of the General Terms and Conditions of Accident and Theft Insurance for Railway Rolling Stock governing the issues listed in Article 17(1) of the Act of 11 September 2015 on insurance and reinsurance activity.

Provision	
Prerequisites for payment of compensation and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of indemnity and other benefits or to decrease the amount thereof
§ 4, § 5, § 18 section 1, 2, 3, § 19, § 20, § 21 section 1 and 2, § 22 section 5 § 23 section 1 and 2.	§ 3, § 4, § 6, § 9 section 1, § 12, § 13 section 3, § 14 section 3, § 15 section 2, § 16 section 2, § 18 sections 1, 4, 5, 6, 7, and 8, § 19, § 20 section 2, § 21 section 1, § 22 section 1, 2, 3, and 4, § 23 section 4, § 24 section 3, § 26.

Basic information

Product

The accident and theft insurance product of railway rolling stock is a property insurance which, in accordance with the applicable law, falls within group 4 in chapter II (property insurance and other personal insurance), in accordance with the Annex to the Act of 11 September 2015 on insurance and reinsurance activity (accident and theft insurance for railway vehicles, including claim to railway vehicles).

Insurer

Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

ul. Hestii 1, 81-731 Sopot

KRS 0000024812, 8th Commercial Division of the National Court Register, District Court for Gdańsk-Północ in Gdańsk

Tax ID No (NIP) 585-000-16-90

Share capital paid in full: PLN 196,580,900.

We have the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

In this document, if we use the form of “we” – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

General provisions

§ 1

1. Pursuant to the General Terms and Conditions of Insurance (GTC), we conclude accident and theft insurance contracts for railway rolling stock with entrepreneurs. At the request of the policyholder, we can also cover special rolling stock and tram rolling stock.
2. The policyholder may enter into an insurance contract on someone else’s account (on behalf of the insured).
3. If the policyholder concludes the insurance contract on someone else’s account, the provisions of GTC shall apply mutatis mutandis to the person on whose account the insurance contract was concluded.

§ 2

1. In the GTC (§ 3 Definitions), we have used defined terms. It is understood that a defined term has the same meaning regardless of whether we use it in the singular or plural. The definitions of terms used may differ from the typical, common meaning, as well as from the definitions contained in generally applicable laws, and may affect the scope of the insurance coverage provided.
2. Insurance contracts may be concluded on agreed terms and conditions, different from the provisions of the General Terms and Conditions of Insurance. These terms and conditions shall be confirmed in writing in the insurance contract.

What definitions have we applied?

§ 3

The terms used in the GTC shall have the meanings consistent with the following definitions:

- | | |
|------------------------------------|--|
| 1. computer attack (hacker) | illegal activities and unauthorised access to data by unauthorised persons, including diffuse DDoS distribution attack, which is deemed to be an attack on the insured’s computer systems or network service, carried out by third parties to prevent action by seizing all available resources or by malicious software, including but not limited to computer viruses, spyware, keyloggers, ransomware |
|------------------------------------|--|
-

2.	failure of rolling stock	failure related to the operation of the insured item was caused without an external cause, in particular damage to: <ul style="list-style-type: none"> a) propulsion equipment, b) axes, c) electrical and electronic equipment, d) aggregates, e) generators, f) batteries and their connections, including failure caused by overvoltage inside the rolling stock or short circuit (electrical or mechanical failure)
3.	infectious disease	any disease, known or unknown, which may be transmitted from one organism to another by any substance or agent, where: <ul style="list-style-type: none"> a) a substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any formula or mutation of any kind, whether considered to be live or not, and b) the method of transmission, direct or indirect, includes, but is not limited to, human touch or contact, airborne transmission, transmission through body fluids, transfer to or from or through any fixed object, surface, liquid or gas, and c) a disease, substance or agent may, alone or in combination with other co-existing diseases, illnesses, genetic susceptibility or human immune system, cause death, disease or injury, or temporarily or permanently impair human physical or mental health, or adversely affect the value or safe use of any property
4.	electronic data	information in digital format, regardless of the way in which it is displayed and used, suitable for electronic processing, stored outside the RAM operational memory, i.e.: <ul style="list-style-type: none"> a) data recorded in data sets, b) operating systems and software, licences, c) serial and application programs from individual production
5.	devastation	destruction or damage to the insured item or property located therein by third parties, including: <ul style="list-style-type: none"> a) graffiti; b) aesthetic claims (painting, scratching, indenting, surface damage even if it does not affect the functionality of the insured item); c) glass breakage and embossing
6.	deductible	the contractually specified value (percentage, amount or percentage and amount), by which we reduce the compensation paid
7.	hurricane	wind velocity of at least 13.8 m/sec., We confirm wind velocity with the Institute of Meteorology and Water Management or other accredited research entities. If the indicated units do not confirm the strength of the wind with the specified parameter in a given location, we may consider individual claim as caused by the hurricane, if we have confirmed massive claim caused by its action in the immediate vicinity of that location.
8.	costs of lease of replacement rolling stock	costs incurred by the insured at the time when the use of the insured item is impossible
9.	theft	seizure of the insured item or parts thereof for the purpose of appropriation
10.	avalanche	a sudden slipping or sliding of masses of snow, ice or rocks from the slopes
11.	multi-agent	agent acting for or on behalf of ERGO Hestia and other insurers
12.	proper protection	protection of rolling stock with the use of safety devices provided for in design and technically fit, preventing unauthorised and unapproved persons from accessing the interior of the insured item without first crossing the safety devices using force or tools
13.	precipitation	hail – precipitation consisting of blocks of ice heavy rainstorm – rainfall of at least 3rd rainfall intensity rate according to the scale applicable at the Institute of Meteorology and Water Management, snow – direct impact of the weight of snow or the layer of ice on the insured item

14.	third parties	persons not involved in the insurance coverage (except for § 8)
15.	landslip	movement of land on slopes not caused by human activities
16.	employee	a natural person employed under an employment contract, appointment, election, nomination, co-operative employment contract or civil law contracts, excluding natural persons engaged in business (does not apply to managerial contracts or self-employment); we also consider as an employee a trainee, volunteer, trainee or temporary worker to whom the insured has entrusted certain activities to them and under their direction.
17.	flood	flooding of areas as a result of rising levels of flowing waters and standing water basins due to: <ul style="list-style-type: none"> a) excessive precipitation, b) run-off of water on slopes or slopes, c) the formation of congestion in flowing water channels, d) melting of ice cows
18.	fire	uncontrolled combustion process in a place not intended for this purpose, accompanied by heat and combustion products
19.	overvoltage (overvoltage)	a sudden change in voltage in the electricity grid resulting in voltage significantly exceeding the limit values specified by the manufacturer of the unit concerned, including in particular due to overloading of the overhead contact line
20.	robbery	seizure of property by threat of immediate use of force to a person or after making them unconscious or helpless
21.	surface water flow	flooding of areas as a result of water flowing on slopes or slopes in mountain or rolling areas
22.	comprehensive loss	theft of rolling stock, its total destruction or damage, the cost of which, estimated on the basis of the presented calculation, price list or bid, exceeds 80% of the value of rolling stock specified in the insurance contract
23.	partial loss	theft of individual parts of rolling stock, partial destruction of rolling stock or damage suitable for repair, and the cost of repair does not exceed 80% of the value of rolling stock specified in the insurance contract
24.	loss	loss, damage, or destruction of the insured rolling stock directly as a result of an event covered by the insurance contract, which is sudden, extraordinary, unexpected and independent of the will of the insured. We consider any damage, loss or destruction of the insured rolling stock caused by the same cause to be one claim. A reason is understood as an insured event which directly causes claim to the insured item
25.	railway rolling stock	flue gas, electrodes, railway wagons and electrical units, used and intended for use on railway lines, excluding trams, industrial narrow-track trains, coalmine queues, forest queues, mountain rail and cable trains and any conveyance applicable on the magnetic rail
26.	special rolling stock	<ol style="list-style-type: none"> 1) railway vehicles intended, in particular, for renovation, construction or rescue works, the construction of which allows independent passage or passage within the train composition, under certain conditions relating to the position in the train composition and speed, in particular: <ul style="list-style-type: none"> • railway machinery for construction works, • vehicles for the maintenance and repair of the overhead contact line, • railway cranes, • railway motor trucks and 2) auxiliary vehicles, i.e. railway vehicles the construction of which does not permit their incorporation into the train composition, in particular: <ul style="list-style-type: none"> • rail tractors, • track and working cars • and certain types of rescue vehicles, excluding wheeled construction machinery

27.	tram rolling stock	vehicles intended for the carriage of persons or electrically powered goods, running on rails on public roads
28.	track	parallel rails, constituting the main load bearing system of the railway or tramway surface, the geometric system of which is suitable for the safe movement of railway vehicles at the speeds and pressures specified by the technical and operational parameters
29.	side track	unloading, loading, stop, contact, repair, and storage tracks
30.	dangerous goods RID	dangerous goods and equipment classified in the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), annexed to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 as Annex C.
31.	earthquake	not human-induced imbalance of the internal Earth's system, which is accompanied by shocks and vibrations of the ground,
32.	the policyholder	entrepreneur (natural person, legal person or unincorporated entity conducting business or professional activity in its own name) concluding the insurance contract
33.	the insured	entrepreneur (natural person, legal person or unincorporated entity conducting business or professional activity in its own name) on whose behalf the insurance contract was concluded
34.	lightning	direct and indirect impact of atmospheric discharge on the insured property
35.	fall of an external object	inheritance to the insured item of any object external to the rolling stock and the cargo carried thereon, including the fall of the aircraft
36.	removal of claim residuals	costs of disassembly, removal, dismantling, and disposal of damaged elements of the insured rolling stock
37.	gross book value	the value of the insured rolling stock resulting from the accounting records, which corresponds to its initial value, representing the cost of purchase or manufacture of the rolling stock, plus the cost of its improvement, adjusted as a result of the revaluation adjustment
38.	replacement value (new)	value which corresponds to the cost of purchase or production of rolling stock of the same type and type and with the same parameters, including transit and assembly costs. If it is not possible to purchase or manufacture rolling stock with the same parameters, the replacement value shall correspond to the cost of purchasing rolling stock with the closest parameters
39.	actual value	(new) replacement value less the wear and tear expressed as a percentage and the cost of repairing the damage existing as at the date of conclusion of the insurance contract
40.	explosion	a rapid change in the balance of a system with a simultaneous release of gases, dust or steam, caused by their dispersion properties. To be considered an explosion in the case of pressure vessels and other tanks of this kind, the walls of these vessels and tanks must be torn to such an extent that the pressure is suddenly levelled as a result of the escape of gases, dust, steam or liquids. An explosion is also an implosion involving damage to the container or vacuum apparatus with external pressure.
41.	insured accident	basic – occurrence of a claim or a series of losses as a result of a single fortuitous event referred to in § 5 section 2 item 1) of GTC all risk – occurrence of a claim or series of losses as a result of a single fortuitous event not excluded from the insurer's liability
42.	factory equipment	rolling stock equipment installed in the course of its production by the manufacturer of the railway vehicle
43.	disappearance	failure of the railway vehicle in motion to arrive at its destination within 30 days of the planned arrival date and inability to determine where the railway vehicle is located
44.	subsidence	reduction of ground level due to the collapse of natural, empty space in the ground.
45.	sinking	sinking caused, in particular, by collapse of bridges, interruption of dams, or any other event of a similar nature

What is the insured item

§ 4

1. The insured item is the railway rolling stock specified in the insurance contract, owned or used by the insured:
 - a) when moving on the tracks;
 - b) during stoppage in locomotive and train depots;
 - c) during stoppage at side tracks – excluding losses caused in connection with and as a result of devastation;
 - d) in repair plants and during repairs and renovations – with limitation of liability to the basic scope in accordance with § 5 section 2 item 1) of GTC.
2. At the request of the policyholder and against payment of an additional premium, we may provide insurance coverage for:
 - a) special rolling stock
 - or
 - b) tram rolling stock.
3. The rolling stock insured shall comply with the construction, safety and entry into service requirements laid down in the relevant regulations.
4. The insurance coverage includes the railway rolling stock used in the territory of the Republic of Poland, unless the parties agree otherwise.

What may the scope of insurance be

§ 5

- a) The insurance contract covers claim being a direct consequence of an event stipulated in the insurance accident contract.
- b) Subject to the exclusions set out in the GTC, the insurance coverage shall operate within one of the two scopes of insurance:
 - 1) BASIC – according to which we are liable for insurance accidents caused by:
 - a) sudden pressure of mechanical force at the time of contact of the insured rolling stock with vehicles, objects, animals or persons outside it;
 - b) collision, derailment, rolling stock overturning;
 - c) landslides, subsidence, interruption of dams, breakaway of bridges, collapse of tunnels, culverts, and viaducts;
 - d) explosion;
 - e) fire;
 - f) flood, sinking;
 - g) run-off of water on slopes;
 - h) precipitation;
 - i) lightning strike;
 - j) hurricane;
 - k) devastation;
 - l) robbery, theft, disappearance;
 - m) fall of an external object;
 - n) avalanches;
 - o) earthquake;
 - p) flooding with water extracting from water, sewage or process pipes and equipment;
 - q) the movement of loads, provided that they are properly loaded and secured;
 - r) events occurring during loading/unloading, provided that this took place in accordance with the provisions in force;
 - s) rescue operations related to insured events aimed at preventing or minimising the occurrence of claim.

- 2) ALL RISK – according to which we are responsible for all insured accidents.
- c) At the request of the policyholder, we may, on individually agreed terms and conditions, extend the scope of coverage to reimbursement of costs of lease of replacement rolling stock. The condition for protection is prior claim to the insured rolling stock.

What kind of claim are we not responsible for?

§ 6

1.	We shall not be liable	
1)	if the claim occurs as a result of wilful misconduct and gross negligence of the representatives of the insured, whom we consider to be:	
a)	members of the management board, supervisory board or other management or supervisory bodies;	
b)	stakeholders or partners in unincorporated partnerships (except limited partners in a limited partnership and shareholders in a limited joint-stock partnership);	
c)	sole entrepreneurs;	
d)	commercial proxies;	wilful misconduct and gross negligence of representatives
	provided that the responsibilities set out in § 14 shall apply to both the insured and its employees.	
2)	indirect costs related to the claim, such as:	
a)	loss of use of rolling stock, loss of profit;	
b)	liquidated damages, administrative penalties, fines;	
c)	losses due to delay, default or loss of contracts;	
d)	rental costs, costs of use and rental of replacement rolling stock.	intermediate costs
2.	The insurance shall not cover loss or damage:	
1)	resulting from normal wear and tear or natural ageing of rolling stock, including:	
a)	cavitation,	
b)	erosion,	
c)	corrosion and rust,	
d)	the occurrence of a boiler stone,	
e)	sludge and other sludges.	wear and tear
2)	resulting from failure of the rolling stock, unless another event covered by the insurance occurred as a result thereof, then we will be solely liable for the consequences of such an event;	failure
3)	resulting from the operation of rolling stock not in accordance with the applicable provisions, including failure to meet the construction, traffic and safety requirements;	non-compliant operation
4)	resulting from improper protection of rolling stock against third parties;	improper protection
5)	resulting from the operation or maintenance of rolling stock by a person not having the required licence in accordance with the applicable regulations;	no permission
6)	resulting from the driver or the operator of rolling stock running and operating rolling stock under the influence of alcohol, drugs or intoxicants, in accordance with the provisions of the Act of 29 July 2005 on counteracting drug addiction, as amended;	alcohol, drugs, narcotics
7)	involving the appropriation of the insured rolling stock by employees of the insured or persons entrusted with the insured rolling stock;	appropriation
8)	resulting from non-performance or improper performance of periodic technical inspections of rolling stock, in accordance with the applicable provisions;	improper technical inspections

9)	resulting from a structural or material defect, alterations or errors in the technical design of the rolling stock;	defects in design, material
10)	for which the supplier, contractor or repairer is statutorily or contractually liable for mandatory maintenance, inspections, guarantees and warranties, unless it disputes its liability;	guarantee, warranty
11)	involving damage to rolling stock caused by renovation, maintenance or technical inspections carried out by the insured or third parties;	maintenance work
12)	occurring during trials and tests other than those carried out during periodic performance tests;	trials and tests
13)	resulting from shortages, defects or damage to the rolling stock existing at the date of conclusion of the insurance contract, known to the policyholder and not reported to the insurer;	damage not reported
14)	disclosed only during an inventory or periodic inspection of the rolling stock.	inventory claim
3.	We shall not be liable for any claim arising out of or in connection with:	
1)	armed conflict, hostilities (including without formally declaring war), invasion or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution. We also understand as hostilities similar actions taking place in cyberspace (cyber-war)	
2)	strikes, civil unrest, riots, commotions, sabotage, lockouts;	political risks
3)	permanent or temporary takeover of rolling stock by state authorities (confiscation), seizure of rolling stock, nationalisation, requisition, destruction resulting from a legal act issued by the authorities concerning the insured rolling stock;	confiscation
4)	effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and the effects of any chemical, biochemical, biological or electromagnetic weapon;	contamination, nuclear energy, weapons of mass destruction
5)	use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system, as well as losses resulting from improper operation or malfunction of any computer systems, hardware and computer software, caused by computer attack (hacking), computer virus, malicious software or other deliberate actions of third parties;	cyber risks
6)	asbestos in any quantity and form;	asbestos
7)	dangerous goods (classified in accordance with the RID);	dangerous goods
8)	an infectious disease, an actual or suspected threat, as well as any recommendations, decisions or measures taken to limit, prevent or slow down the spread of the infection or to remove or minimise legal liability in relation to an infectious disease, whether taken or implemented by a public authority or by a private body.	infectious disease
4.	Any claim or liability as well as the costs of preventing, removing or minimising the size of an event resulting from unavailability, loss, distortion, inoperability, malfunction or improper use of electronic data processed by hardware, software or data carrier used in any electronic device, system or network shall be excluded from the insurance coverage.	electronic data
5.	The insurance contracts we conclude cannot be used to settle transactions subject to economic or trade sanctions, embargoes, international prohibitions and restrictions or under Polish law ("Sanctions"), including those adopted by the European Union, the United Nations and the United States of America, the United Kingdom, or Australia. Therefore, we do not provide insurance coverage and we will not be obligated to pay any claim or to provide or give any benefit in connection with the insurance coverage to the extent that the provision of insurance coverage, the payment or the provision/giving of any other benefit in connection with the insurance coverage could result in a breach of any sanctions, unless compliance therewith is contrary to the laws that apply to us.	international sanctions

How we conclude an insurance contract

§ 7

1. The insurance contract shall be concluded on the basis of an insurance application, which shall contain at least the following data:
 - 1) name and address of the policyholder and the insured,
 - 2) type of rolling stock and number of units of rolling stock,
 - 3) type, registration number, year of construction and basic technical data of rolling stock with information about the latest inspections,
 - 4) the sum insured,
 - 5) the territorial scope of operation of the rolling stock,
 - 6) current stop location of the rolling stock,
 - 7) insurance period;
 - 8) claim information for the last 5 years, including the number, amount and causes of claims.
2. The conclusion of the insurance contract may depend on obtaining additional information.

Concluding a contract on behalf of a third party

§ 8

1. The policyholder shall inform the insured about the conclusion of the insurance contract for its benefit.
2. The provisions of the general terms and conditions of insurance, in particular those concerning rights, responsibilities and scope of liability, shall apply mutatis mutandis to the insured on whose account the insurance contract was concluded.
3. We are only entitled to claim payment of the premium from the policyholder. We can also raise a charge affecting our liability against the insured.
4. The insured shall claim the compensation due directly from the insurer unless otherwise agreed by the parties at the time of entering into the insurance contract.
5. If the insured issues a consent to the policyholder for payment of the premium, the policyholder provides the insured with the general terms and conditions of insurance before the insured grants the consent.

Sum insured

§ 9

1. The sum insured is the upper limit of our liability, unless the parties agree in the contract on a separate, lower limit of liability.
2. The Policyholder declares the sum insured at the actual value of rolling stock as at the date of conclusion of the insurance contract.
3. Under individually agreed conditions, after an analysis of the working order and age of the rolling stock, we can accept the sum insured according to:
 - a) gross book value;
 - b) the replacement value (new).
4. If, after the conclusion of the insurance contract, the declared value of rolling stock changes, the policyholder may declare such a change in order to agree the terms and conditions of the change of the sum insured.
5. Payment of compensation shall not result in a reduction of the sum insured by the amount paid out (no consumption of the sum insured).

How do we determine the insurance premium

§ 10

1. We determine the insurance premium after an individual risk assessment.
2. The amount of the premium depends on:
 - 1) the scope of insurance;
 - 2) the amount of the sum insured;
 - 3) the territorial scope of insurance;
 - 4) type and working order of the rolling stock;
 - 5) number of units of rolling stock submitted for coverage;
 - 6) type of goods carried;
 - 7) intensity of operation of the rolling stock;
 - 8) the previous claims of the user/owner;
 - 9) type of agreed form of payment (one-off or instalment).

§ 11

1. The obligation to pay the premium shall be borne by the policyholder.
2. At the request of the policyholder, the premium may be divided into instalments. The dates of payment of subsequent instalments, their amount and method of payment are specified in the insurance contract.
3. If the premium is divided into instalments, the first instalment shall be paid within 14 days of the signing of the contract, while the deadlines for payment of subsequent instalments shall be determined individually.
4. If the payment is executed by a bank transfer or postal order, the payment date shall be the date of ordering the payment in the bank or in the post office, provided that there are sufficient funds in the policyholder's account.
5. In contract concluded for less than 12 months, we determine the premium on a pro rata basis.

Insurance period and insurer's indemnity period

§ 12

1. We conclude the insurance contract for a definite period specified in the insurance contract.
2. If we are contractually liable before the payment of premium or first instalment, and the premium is not paid on time, we may terminate the contract with immediate effect and demand payment of the premium for the period in which the insurance coverage was provided.
3. Failure to pay the next premium instalment will result in cessation of our liability only if we first call on the policyholder to pay it within 7 days, with the risk that failure to pay it will result in cessation of our liability.
4. Our liability shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.

What are the rights and responsibilities of the parties

§ 13

1. The policyholder shall inform the insurer about all circumstances known to us, which we asked about in the offer form or other letters and shall immediately notify changes to these circumstances. If the contract is concluded by a representative, that obligation also applies to that representative.
2. If an insurance contract is concluded on behalf of another person, the responsibilities specified in section 1 apply both to the Policyholder and the Insured, unless the Insured has not been aware of the contract being concluded on its behalf.
3. We shall not be liable for the consequences of circumstances of which we have not been informed.

§ 14

1. the Insured and his/her employees are obliged to
 - 1) comply with generally applicable rules to prevent claim, in particular those on:
 - the safety of the movement and operation of rolling stock in transit;
 - fire protection;
 - protection of persons and property, principles of occupational health and safety;
 - standardisation and certification;
 - construction and operation of rolling stock;
 - performance of technical supervision over the rolling stock (including periodic inspections).
 - 2) maintain the rolling stock in good working order and operate it in accordance with its intended purpose, recommendations and instructions of the manufacturer or supplier.
2. The insured shall provide employees and persons to whom it entrusts the rolling stock with written instructions containing the responsibilities set out in point 1.
3. If the insured, employees or persons to whom the insured has entrusted rolling stock, by wilful misconduct or gross negligence, fail to comply with the responsibilities set out in sections 1 and 2, we may refuse to pay compensation in full or to the extent that failure to comply with those responsibilities affected the occurrence or extent of the claim.

How to deal with a claim

§ 15

1. the Insured:
 - 1) in the event of an accident, it shall use all available measures to prevent the claim or reduce the extent thereof and to secure against claim any property directly threatened.
 - 2) in the event of theft or robbery and whenever there is a suspicion of an offence due to the occurrence of claim, notify the police in order to draw up a report and initiate appropriate proceedings;
 - 3) establishes active cooperation with the insurer to clarify all circumstances and causes of the claim and to determine the extent of the claim;
 - 4) provide the required documents and evidence without delay;
 - 5) take the necessary steps to secure any recourse claims of the insurer;
 - 6) takes steps to determine the perpetrator of the claim and the witnesses of its occurrence;
 - 7) follows the recommendations of the insurer, providing it with information and the necessary powers of attorney.
2. If the insured fails to comply with the responsibilities set out in section 1, we may refuse to indemnify you in full or to the extent that failure affected:
 - occurrence of claim.
 - extent of the claim;
 - determination of the cause or circumstances of the claim,
 or has prevented the insurer from effectively asserting recourse rights.

§ 16

1. The policyholder shall notify the insurer about the claim immediately, but no later than within 3 business days of its occurrence or becoming aware thereof.
2. If the policyholder fails to inform the insurer of a claim due to wilful misconduct or gross negligence, we may reduce the amount of compensation accordingly if the breach contributed to the increase of the claim or prevented us from determining the circumstances and consequences of the accident.
3. If the contract is concluded on someone else's account, the information obligation applies to both the policyholder and the insured, unless the insured is unaware of the conclusion of the contract on his/her account.

§ 17

1. The insured proves the claim for compensation in principle and in size.
2. the Insured shall submit to the claim for payment of compensation:
 - 1) the claim report together with the necessary sketches – specifying the course of the event, place, date, circumstances, extent and causes of claim;
 - 2) written statements of witnesses about the circumstances of the claim, the place and date of the event and details of the event participants;
 - 3) photographic documentation of the claim;
 - 4) a certificate from the police about reporting the theft;
 - 5) invoices for the repair or calculation of the repair costs prepared at its own expense.
3. The insured shall also provide the insurer with other documents if they prove necessary to examine the request for payment of compensation.

How do we determine the extent of claim

§ 18

1. The extent of claim is determined within the limits of the declared sum insured at the prices as at the date of determining the compensation.
2. In the case of partial loss – the amount of compensation is determined according to the documented costs of repair, and in the case of total loss – according to the cost of purchase or production of new rolling stock of the same type, type and with the same parameters, no more than:
 - 1) new replacement value of the subject of the claim, if the sum insured for the rolling stock was determined at the replacement value of the new object;
 - 2) gross book value of the subject of the claim, if the sum insured for rolling stock has been determined at gross book value;
 - 3) the actual value of the subject of the claim, taking into account the deduction of the degree of technical wear and tear, if the sum insured for the subject of claim was determined according to the actual value.
3. In addition, we will pay the costs of disassembly and reassembly and the transit costs necessary for the repair of parts or materials, excluding the costs of express and air transit.
4. We reduce the amount of compensation by the amount of residues that may be used for further use, processing, or sales.
5. Compensation does not include any changes, additions or improvements to rolling stock admitted for coverage.
6. The compensation does not cover the costs of repairing damage to rolling stock which has not been repaired as at the date of conclusion of the insurance contract.
7. When determining the amount of compensation, we do not take into account:
 - 1) collector's, historic or scientific value;
 - 2) costs resulting from lack of spare parts and materials necessary to restore the condition preceding the claim,
 - 3) costs of temporary repairs, unless the insurance contract provides otherwise;
 - 4) costs of maintenance of the insured item;
 - 5) value added tax (VAT), unless the sum insured specified in the contract includes value added tax and the insured is not entitled to deduct it.
8. If the repair or replacement of the rolling stock which is the subject of the claim is abandoned, regardless of the method used to estimate the value of the rolling stock, the compensation may not exceed the actual value of the subject of the claim minus the value of residues which may be intended for further use, processing or sale.

How do we determine the amount of compensation

§ 19

1. If the sum insured declared in the contract for the subject of claim is lower than its value, determined in accordance with § 9 of GTC (undercoverage), we shall pay the compensation in the proportion in which the sum insured remains to its value as at the date of determining the compensation.

2. The principle of proportionality shall not apply where:
 - 1) the value of the subject of the claim as at the date of determining the compensation, determined in accordance with § 9 section 2 or 3 of GTC, does not exceed 110% of the sum insured for this rolling stock;
 - 2) extent of claim, determined in accordance with § 18 of GTC, shall not exceed PLN 10,000;
 - 3) extent of claim, determined in accordance with § 18 of GTC, is larger than the sum insured for the subject of the claim.

§ 20

1. Within the limits of the sum insured, we shall also cover the costs of:
 - 1) necessary actions taken by the user immediately after the fortuitous event in order to prevent or reduce the size of the claim, if such measures were appropriate, even if proved ineffective;
 - 2) the remuneration of appraisers and other experts appointed in contract with the insurer in order to determine the circumstances, causes or extent of claim – in the absence of our prior written approval, the maximum value of these costs may not exceed PLN 10,000;
 - 3) removal of claim residuals (excluding environmental claims, in particular consisting in the reimbursement of costs of neutralising or cleaning the soil, water, road, roadside, or track contaminated with dangerous substances) – these costs are reimbursed up to 5% of the sum insured, unless the parties agree otherwise in the insurance contract.
2. The costs referred to in section 1 shall be reimbursed only if they were incurred as a result of an event covered by insurance.

§ 21

1. We pay compensation for total loss and partial loss caused by events listed in § 5, up to the amount of claim specified in § 18 of GTC, however, not more than up to the sum insured.
2. The legitimacy of the claim filed must be documented by the beneficiary under the insurance contract.
3. We reserve the right to verify the documents submitted and consult appraisers and other experts.
4. The parties to the contract may appoint, at their own expense, an appraiser to determine the size, cause and extent of claim, as well as to calculate the sum insured. In the event of two different appraisers' opinions, the parties may jointly appoint another appraiser, and the cost of the opinion shall be borne equally.

§ 22

1. The deductible specified in the insurance contract shall be deducted from the compensation.
2. If the amount of compensation, determined in accordance with § 18-22 of the GTC, does not exceed the amount of the determined deductible, we are free from liability for the claim caused.
3. We do not apply deductible for total loss.
4. The deductible shall be 5% of the amount of compensation, not less than PLN 5,000, unless the parties agreed otherwise.
5. We pay compensation in Polish currency, at the average exchange rate of the National Bank of Poland applicable on the date of determining the compensation.

§ 23

1. We pay compensation on the basis of:
 - recognition of the claim of the beneficiary under the insurance contract as a result of arrangements made concerning the legitimacy and amount of compensation;
 - the settlement reached with them;
 - or a final judgment of the court;
 within 30 days of receipt of notification of an accident.
2. If clarification of the circumstances necessary to establish liability or the amount of compensation is not possible at that time, we shall pay compensation within 14 days from the date on which it is possible to clarify these circumstances with due diligence.
We pay the indisputable portion of compensation within 30 days of receiving notification of an accident.
3. If the insured disagrees with the claim refusal or the amount of compensation, they may, within 30 days, request in writing that the matter be reconsidered by the insurer's management board.

4. If the same insured item is insured, at the same time, against the same risk with two or more Insurers to the sum or limits which, in combination, exceed its insurance value – the insured may not claim a benefit in excess of the amount of claim.

Between the insurers, each of them shall be liable pro rata to the sum insured accepted compared to the total sum arising from double or multiple insurance.

Insurance subrogation

§ 24

1. As of the date of payment of compensation, the claim of the insured against a third party liable for the claim shall pass to us up to the amount of compensation paid.
2. The insured shall provide information and documents and perform actions necessary for effective pursuit of recourse rights.
3. If the insured waives, without our consent, your rights against third parties for claim and grossly negligent failure to comply with our responsibilities under section 2, we may refuse to pay compensation in whole or in part and, if compensation has already been paid, we may request its full or partial reimbursement.

Expiry of insurance coverage

§ 25

1. If the insurance contract was concluded for a period longer than 6 months, the policyholder is entitled to withdraw from the contract within 30 days of its conclusion, and if the policyholder is an entrepreneur, within 7 days of its conclusion.
2. If we failed to inform the policyholder, who is a consumer, about his or her right to withdraw from the contract at the time of conclusion of the contract, the 30-day period shall commence on the date when they learn about such right.
3. Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the insurance premium for the period during which we provided the coverage.

§ 26

We may terminate the insurance contract only in cases specified by law and for important reasons, such as:

- hiring the rolling stock out to a third party without our written consent,
- sale or de-commissioning of rolling stock,
- loss of licence, permission, concession or other decision authorising the conduct of business,
- a change in the business profile of the insured,
- and in the case of insurance on someone else's account – change of the insured.

§ 27

In the event of termination or withdrawal from the contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.

How to make representations

§ 28

1. All notifications and representations of the contracting parties shall be made in writing and sent by registered mail or in the form of an electronic document bearing a qualified signature.
2. The parties to the insurance contract shall inform each other about the change of the address or the registered office, as well as contact details indicated in relation to sending notifications and representations.

3. Should the party to the contract change its address or registered office without notifying the other party of this fact, a letter sent to the party's last known address shall have the legal effect from the moment when it would have been delivered had the party not changed its address or registered office.
4. The Parties may agree in the insurance contract that the notifications and representations made by the Parties to the contract shall be delivered to the other Party by means of:
 - electronic letter (e-mail) – to the e-mail address indicated by the parties,
 - text message (SMS) – to the mobile phone number indicated by the policyholder,
 - telephone – to the insurer's hotline number.

§ 29

In matters not covered by the general terms and conditions of Insurance, the provisions of:

- Act of 28 March 2003 on railway transit;
- Act of 15 November 1984 – Carriage Law;
- Convention concerning International Carriage by Rail (COTIF) of 9 May 1980

and other generally applicable provisions of Polish law shall apply.

How to lodge complaints

§ 30

1. The policyholder, the insured or the beneficiary under the insurance contract, as well as persons seeking insurance coverage, may lodge complaints concerning the services provided by us or by an insurance agent acting on our behalf (to the extent not related to the provided insurance coverage).
2. The rules for lodging complaints regarding services provided by us or an exclusive agent, i.e. acting solely for or on behalf of us:
 - 1) complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5555;
 - c) in writing, to the address of the registered office: Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing when visiting our business unit;
 - 2) complaints are processed by our respective organisational unit;
 - 3) we shall send a response to a complaint in writing within 30 days of the date on which we received it or at the request of the complainant – by e-mail;
 - 4) in particularly complex cases which render examining the complaint and providing a reply within 30 days impossible, the reply will be sent within 60 days from the date on which we received it; within 30 days, we will inform the complainant about the need to extend the time limit for responding to the complaint;
 - 5) in non-standard cases, the complainant may contact our Customer Ombudsman through the online form available at: www.ergohestia.pl;
3. Complaints concerning the services provided by the Multiagent (an insurance agent acting in our name and on our behalf, but also in the name and on behalf of other property insurers), within the scope not related to the provided insurance coverage, shall be submitted directly to that agent who provided insurance distribution services. Complaints are processed directly by this agent – if we receive such a complaint, we will forward it to the agent and inform the complainant.
4. A client of a financial market entity (natural person) may also request that the case be examined by the Financial Ombudsman. The address and contact details of the Financial Ombudsman are available at: www.rf.gov.pl.

§ 31

1. Insurance contracts are concluded under the provisions of Polish law.
2. Disputes arising from the insurance contract are heard under the Polish law and before courts competent with respect to their general competence, or courts competent for the registered office of the policyholder, insured, or the beneficiary under the insurance contract.
3. A client of a financial market entity (natural person) may also request that the case be examined by the Financial Ombudsman. The address and contact details of the Financial Ombudsman are available at: www.rf.gov.pl.

§ 32

The General Terms and Conditions of Insurance enter into force on 4 December 2023 and apply to insurance contracts concluded as from that date.

**President of the
Management Board**



Artur Borowiński

**Vice-President of the
Management Board
for Corporate Insurance**



Adam Roman

Statement of the Personal Data Controller

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

You can contact us:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. by phone – by calling at: 801 107 107 or 58 555 55 55.

Who is the Data Protection Officer

We have appointed a Data Protection Officer to assist us in our responsibilities regarding the protection of personal data.

You may contact them in all matters relating to the processing of personal data and the exercise of the rights vested in you in this regard:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
assessment of insurance risk in order to present an insurance offer and to conclude a contract	in order to determine the amount of the insurance premium, we use profiling. In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We shall make any and all decisions related to profiling on the basis of data collected during the process of concluding the insurance contract, and, in the case of motor insurance, also on the basis of information obtained through: Central Registration and Information on Business. The data obtained are adequate for the assessment of a given risk.
verification and ensuring correctness of identification data	data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office
risk reinsurance	we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage
performance of the insurance contract, including claim adjustment	in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need for inspection to be conducted by a representative of ERGO Hestia;
pursuing of claims	in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.
direct marketing of own products and services	we perform analytics using your data to enable us to communicate with you and use profiling, including creating marketing profiles
counteracting insurance crimes	where necessary to prevent fraud and the use of our business for criminal purposes
handling complaints, requests and inquiries	we process complaints and appeals about our services, as well as requests and enquiries made to us

fulfilment of responsibilities arising from the law	inter alia, in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America
customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

What is the legal basis for the processing of your personal data

1. **the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
2. **legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
3. **compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
4. **a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
5. **consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions,
- data processors for the purpose of debt collection,
- reinsurance companies,
- other insurance undertakings, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **The right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;
3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);

4. **the right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

If you wish to exercise these rights, please contact us.

For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

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

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

The provision of personal data for marketing purposes is voluntary.