



## All about No Claims Discount Bonus Protection Insurance

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1. • Insurance Product Information Document
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# No Claims Discount Bonus Protection Insurance

## Insurance Product Information Document

**ERGO**  
HESTIA®

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

**Product:** No Claims Discount Bonus Protection Insurance

Full details are provided in the **General Terms and Conditions of No Claims Discount Bonus Protection Insurance** dated 1 April 2025 (code: AB-OUZOC-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

### What is this type of insurance?

The No Claims Discount Bonus Protection Insurance for claim-free continuation of motor vehicle liability insurance with the Insurer (Group 10 of liability insurance of all types from section II of the Appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).



#### What is insured?

- ✓ The No Claims Discount Bonus Protection Insurance provides cover, when concluding a new third-party liability insurance contract with ERGO Hestia for a subsequent twelve-month insurance period, in the following scope: if a single claim under the third-party liability insurance is made during the insurance period, the vehicle owner who takes out a new third-party liability insurance policy with ERGO Hestia for the next twelve-month term shall retain their current claim-free discount level when calculating the premium for the new policy, without applying a surcharge for the reported claim.
- ✓ No sum insured is specified under the No Claims Discount Bonus Protection Insurance.



#### What is not insured?

##### The following are excluded from insurance cover:

- ✗ Maintaining the no-claims discount at its current level does not apply to other types of motor insurance risks beyond third-party liability insurance for motor vehicle owners.



#### Are there any restrictions on cover?

##### The insurance cover does not include:

- ! The no-claims discount will not be maintained at its current level when renewing the policy with the Insurer if, during the term of the third-party liability insurance for motor vehicle owners, more than one claim resulting in the payment of compensation is made.



#### Where am I covered?

- ✓ The No-Claims Discount Protection Insurance applies within the territory of Poland and, on a reciprocal basis, also in the territories of countries whose national offices are signatories to the Multilateral Agreement.



#### What are my obligations?

##### Obligations at the beginning of the insurance contract:

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

##### During the term of the insurance contract, the Insured:

- who is also the Policyholder is obliged to pay the insurance premium;
- who is also the Policyholder, is required to notify the Insurer of any changes in circumstances without delay upon becoming aware of them.



#### When and how do I pay?

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



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

The insurance contract is concluded for a period of 12 months. The Insurer's liability commences on the date and time specified in the insurance contract as the start of the insurance period but not earlier than the day following payment of the premium or the first instalment. Insurance cover terminates upon the expiry of the period for which it was concluded.



#### How do I cancel the contract?

If the insurance contract is concluded for a period longer than 6 months, the Policyholder may withdraw from the contract within 30 days of its conclusion, or, if the Policyholder is an entrepreneur, within 7 days of its conclusion. A consumer who has concluded an insurance contract remotely may withdraw from it within 30 days of being informed of the conclusion of the contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later.

# Why choose ERGO Hestia Group?

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1

## **Tailor-made insurance.**

We offer the possibility to individually configure insurance cover.

2

## **Nationwide network of advisors.**

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

3

## **We have you covered.**

We insure more than 3 million individual clients every year.

4

## **The trust of the largest companies in the market.**

We insure businesses that are crucial to the Polish economy.

5

## **Over 30 years of experience**

We anticipate situations that may affect our clients.

6

## **Highest quality claims handling.**

We settle claims according to a transparent procedure.

7

## **Open dialogue with clients.**

We offer our clients modern and efficient communication channels.

8

## **Complaints management.**

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

9

## **Client Ombudsman at ERGO Hestia**

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

# General Terms and Conditions of No Claims Discount Bonus Protection Insurance

CODE: AB-OUZOC-01/25

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## Table of Contents

The following table indicates which of the provisions contained in these General Terms and Conditions of No Claims Discount Bonus Protection Insurance regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:

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The following table indicates which of the provisions contained in these General Terms and Conditions of No Claims Discount Bonus Protection Insurance regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:

Name of insurance	Editorial unit number	
	Conditions for the payment of compensation and other benefits or the surrender value of the insurance	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them
No Claims Discount Bonus Protection Insurance	Article 4	-

## General provisions

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### Article 1

1. Under these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business activities, concludes No Claims Discount Bonus Protection Insurance with natural persons, legal entities, and organisational units without legal personality that are granted legal capacity under applicable law (hereinafter referred to as the "Policyholder").
2. ERGO Hestia shall not be liable for the consequences of the failure to disclose, or the misrepresentation of, any circumstances which it inquired about in the insurance application.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

## Definitions

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### Article 2

The terms used in these General Terms and Conditions of Insurance shall have the following meanings:

1. <b>Vehicle</b>	A vehicle registered in the territory of Poland in accordance with the provisions of the Road Traffic Act of 20 June 1997, whose holder is insured under Third-Party Liability Insurance for Motor Vehicle Owners with ERGO Hestia, as specified in the insurance contract.
2. <b>Loss</b>	A non-pecuniary consequence or financial loss arising directly from an event covered under the third-party insurance contract, reported as a claim under that contract.

## Subject and scope of insurance

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### Article 3

At the request of the Policyholder and upon payment of the premium, ERGO Hestia concludes an insurance contract with the Policyholder covering protection against the loss of a no-claims discount under the Third-Party Liability Insurance for Motor Vehicle Owners.

### Article 4

The No Claims Discount Bonus Protection Insurance provides cover, when concluding a new third-party liability insurance contract with ERGO Hestia for a subsequent twelve-month insurance period, in the following scope: if a single claim under the third-party liability insurance is made during the insurance period, the vehicle owner who takes out a new third-party liability insurance policy with ERGO Hestia for the next twelve-month term shall retain their current claim-free discount level when calculating the premium for the new policy, without applying a surcharge for the reported claim.

## Method of determining and paying the insurance premium

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### Article 5

The insurance premium shall be payable in a single amount; at the request of the Policyholder, the premium may be paid in instalments.

## Article 6

When determining the premium, the following are taken into account:

- 1) the insurance period,
- 2) a surcharge for payment of the premium in instalments.

## Conclusion of a contract on behalf of a third party.

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## Article 7

1. The Policyholder may conclude an insurance contract on behalf of a third party.
2. If the insurance contract is concluded on behalf of another party, the Policyholder is obliged to provide the Insured with the General Terms and Conditions of Insurance. If the Insured agrees with the Policyholder to finance the premium cost, the Policyholder must provide the Insured with the General Terms and Conditions of Insurance before obtaining the Insured's consent. The Insured is obliged to confirm in writing that they have received the General Terms and Conditions of Insurance. The Policyholder must submit this written confirmation to ERGO Hestia.
3. ERGO Hestia shall have the right to claim payment of the premium exclusively from the Policyholder.

## Termination of the insurance contract

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## Article 8

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If, at the latest by the time of conclusion of the contract, ERGO Hestia did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the Policyholder, as a consumer, became aware of this right.
2. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later. The time limit shall be deemed observed if the statement is sent before its expiry.
3. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided insurance cover.
4. The Policyholder may withdraw from the contract in the manner set out in Article 9(1) or (3).
5. In the event of the sale or deregistration of the vehicle, the No Claims Discount Bonus Protection Insurance contract shall be terminated. ERGO Hestia shall refund the premium for the unused period of insurance.
6. In the event of a transfer of vehicle ownership:
  - 1) from the lessor under a lease agreement to the lessee, or
  - 2) from the bank to the borrower,
7. the insurance contract shall remain in force. Following the transfer of ownership, the Policyholder may terminate the insurance contract with effect from the date on which their notice of termination is delivered to ERGO Hestia.

## Final provisions

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## Article 9

1. All notices and declarations of the contracting parties shall be made in writing, subject to section 3 below.
2. Both contracting parties are obliged to inform each other of any change of residential address or registered office.
3. The parties may agree in the insurance contract that notices and declarations shall be delivered by electronic means (email), text messages (SMS), fax or telephone, to the email address, electronic delivery address, helpline number of ERGO Hestia, mobile or landline telephone number indicated by the Policyholder. The submission of certificates and statements in these formats may be introduced at any time, upon the request or with the consent of the Policyholder, together with the provision of their address or telephone number.

## Article 10

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

## Article 11

1. Insurance contracts shall be concluded under Polish law.
2. Disputes arising from the insurance contract shall be governed by Polish law.
3. Both parties to the insurance contract may bring a claim arising from the insurance contract in accordance with the general rules of jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the insurance contract.
4. Both parties may also bring a claim under the general rules of jurisdiction or before the court having jurisdiction over the place of residence of the heir of the Insured or the heir of the beneficiary under the insurance contract.
5. Both parties to the insurance contract may also submit disputes to arbitration.
6. Disputes arising from the Insurance Contract between the Policyholder, the Insured or any other beneficiary under the insurance contract, being a natural person, and the Insurer may be recognised by means of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warszawa, [www.rf.gov.pl](http://www.rf.gov.pl), which is an entity authorised to conduct out-of-court proceedings pursuant to the provisions of the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, on the Financial Ombudsman, and on the Financial Education Fund.
7. In view of the fact that insurance contracts concluded by ERGO Hestia may not be used to settle transactions subject to sanctions, prohibitions, or restrictions under international or Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations, and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit related to the insurance cover—to the extent that the provision of such cover, payment, or benefit would result in a breach of any of the above-mentioned Sanctions—unless compliance with such Sanctions would be contrary to laws applicable to ERGO Hestia.



## Article 12

Niniejsze Ogólne Warunki Ubezpieczenia wchodzi w życie 1 kwietnia 2025 roku i obowiązują dla umów ubezpieczenia zawieranych od tej daty.

**President Of The Management Board**



**Artur Borowiński**

**Vice-President of the Management Board**



**Adam Roman**

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

### Statement by the Personal Data Controller

#### Personal Data Controller

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

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

#### Data Protection Officer

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

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

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

#### Purposes of Personal Data Processing

##### PURPOSES OF DATA PROCESSING ADDITIONAL INFORMATION

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

## PURPOSES OF DATA PROCESSING    ADDITIONAL INFORMATION

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

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

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

### Legal basis for the processing of your personal data

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

### Recipients of your personal data

Your personal data may be transferred to:

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

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

### Czy i na jakich zasadach możemy przekazać Pani/Pana dane osobowe poza Europejski Obszar Gospodarczy (EOG)

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

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

We may transfer data to a third country:

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

Recipients of data in third countries may include:

- state authorities designated by law to collect information about the incident,
- state authorities conducting proceedings related to the reported incident in that country, or

- entities providing assistance services or other services in that country in order to assist the claimant or mitigate the consequences of the damage.

We will transfer your personal data if it is necessary:

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

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

#### **Data subject rights in relation to personal data processing**

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

To exercise these rights, please contact us.

#### **Retention period of your personal data**

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

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

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

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

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

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

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

Providing personal data for marketing purposes is voluntary.