



Everything about ERGO Travel insurance



Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Account Manager.

We ensure comprehensive service by one Agent.

3

iHestia.

We provide a web portal for self-management of policies.

4

Confidence of top market players.

We protect the companies of key significance for the Polish economy.

5

Over 30 years of experience.

We anticipate situations that may happen to our Customers.

6

The highest quality of loss adjustment.

We adjust your loss based on a transparent procedure.

7

Complaint management.

We listen to our Customers and analyse complaints.

8

ERGO Hestia Customer Ombudsperson.

We establish relationships with Customers, examine problems and search for solutions.

Why is ERGO Travel a good choice?

- ✓ you get full protection for the whole family during travel abroad
- ✓ cash-free medical assistance arranged by the Emergency Centre
- ✓ protection during private and business travel
- ✓ possibility to insure individual trips and group excursions
- ✓ wide scope of assistance services
- ✓ three insurance options to choose from

What do you insure in ERGO Travel?

- ✓ health and life, also of relatives
- ✓ third-party liability
- ✓ luggage, e.g., clothing and other personal effects, pushchairs, photo equipment
- ✓ sports equipment

What can you insure yourself against in ERGO Travel?



Medical Assistance and Medical Expenses

The insurance covers:

- ✓ immediate necessary assistance in case of a sudden illness or personal accident, e.g., hospital, outpatient and dental treatment, medical consultations and 24/7 assistance of the Emergency Centre
- ✓ transport from the scene of accident to the medical facility and to the place of accommodation after the end of treatment, and return transport to the place of residence

The insurance also covers the **cost of rescue in the mountains and at sea**, i.e., search carried out by specialist rescue services, and **medical assistance at the scene**, up to the sum insured. The sum insured is **up to PLN 3 million**.



Travel Assistance

The insurance covers:

- ✓ Care Assistance, including care of children and dependants during travel, care of persons staying in Poland, a teleconference with relatives, sending necessary personal effects
- ✓ help with interpretation if you do not speak a foreign language and cannot communicate with a physician or other employee of the medical facility
- ✓ protection of real estate in Poland in the case of a fortuitous event or burglary

In case of failure or delay of a means of transport and fortuitous events, you can **extend your coverage by 48 hours** without an additional premium.

In case of an unexpected interruption of travel, e.g., due to a sudden illness or personal accident of a relative or burglary, you can count on **us arranging and covering the costs of your return home**.



Personal Accident

The insurance covers:

- ✓ permanent disablement or death as a result of a personal accident
- ✓ arrangement and coverage of costs of rehabilitation in Poland, e.g., a visit to a rehabilitation facility, renting of rehabilitation equipment
- ✓ arrangement of domestic help or care of a child

System of progressive benefits – 100% disablement – payment of 200% of the sum insured.



Third-Party Liability

The insurance covers:

- ✓ private life activities – liability for loss in connection with the possession and use of property, including rented property, e.g., damage to sports equipment, damage to property in a hotel
- ✓ liability in case of causing a loss to other persons, e.g., when practising sports, or loss caused by children
- ✓ instructor's third-party liability insurance – liability for loss caused to third parties by the Insured due to failure in professional activities of the sports instructor

The sum insured is **up to PLN 1 million**.



Loss, Damage to or Destruction of Luggage

The insurance covers:

- ✓ loss, damage to or destruction of personal effects, such as a phone, tablet or keys
- ✓ the protection also covers luggage transported inside a vehicle and in external cargo carriers
- ✓ coverage of the costs of purchase of essentials in the case of delay in the delivery of luggage
- ✓ help in case of loss of means of payment or necessary documents

The insurance also covers the arrangement and costs of **sending over the lost personal effects**.

What additional coverage options do you have in ERGO Travel?

In ERGO Travel, the following additional insurance options are available:



Sports Equipment – you can insure your sports equipment against fortuitous events, robbery or theft.



Passes and Courses – you will get a refund of the costs of passes or sport courses unused due to a sudden illness or personal accident.



Travel Accident – a benefit payable to your relatives in case of your death as a result of accident in land, air or water transportation.

In ERGO Travel, the following extensions are available:



Manual Labour – you can extend your coverage to include the consequences of accidents relating to the performance of remunerated work.



Terrorism – you get coverage against the consequences of unexpected war or acts of terrorism in dangerous countries.



Chronic Diseases – you can extend your coverage to include the consequences of a chronic illness. You do not need to extend coverage for the following diagnosed diseases and metabolic disorders: allergies, atherosclerosis, bronchial asthma, diabetes of all types, depression, discopathy, insulin resistance, hyperthyroidism, hypothyroidism, hypertension, obesity, as long as you remain under the care of a doctor and follow the recommendations of the attending physician.



Sports – you get coverage against the consequences of personal accidents relating to practising risky sports disciplines.



Competitive Sports – you get coverage against the consequences of personal accidents relating to practising extreme sports disciplines.



Important!

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

What is iHestia?

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

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

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



Loss report

You will get a clear summary and access to the information on the course of the loss adjustment. You can also report a loss by phone at +48 58 550 70 12.



Configuration of coverage or purchase of insurance

Configure your own scope of coverage and send it to the Agent, who will prepare an offer. You can accept a policy remotely.



Managing a concluded contract

Update your personal data or data of the object of insurance. Contact the Agent to extend insurance coverage.



Report a purchase or sale of a vehicle or real estate. Settle the concluded insurance contracts and paid premiums.



Pay a premium or its instalment. You can pay the amount due for one policy or for a few policies together.



Download documents in a digital or printable version. The following documents are available for downloading: policies, a confirmation of the premium payment, the General Terms and Conditions of Insurance, and documents relating to reported loss.



Important!

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



General Terms and Conditions of ERGO Travel Insurance

C-EP-01/23

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The following table specifies which provisions of the General Terms and Conditions of ERGO Travel Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity.

Name of the insurance	Template unit number	
	Criteria of payment of compensation and other benefits or the insurance surrender value:	Limitations and exclusions of liability of the insurance company allowing it to refuse or reduce the payment of compensation and other benefits:
Common for all insurance	§ 3	§ 20, § 26, § 27 par. 2, § 28 par. 3
Medical Assistance and Medical Expenses, Travel Assistance	§ 5 par. 1–3, § 6 par.1–2, § 7 par. 1, § 7 par. 4	§ 7 par. 2, § 8
Personal Accidents	§ 9 par. 1–4, § 31 par. 1, § 31 par. 5, § 31 par. 7	§ 10, § 31 par. 3–4, § 32 par. 2
Third-party Liability	§ 11 par.1–3	§ 11 par. 5–6, § 12
Luggage	§ 13 par. 1–2, § 13 par. 4–5	§ 14
Sports Equipment	§ 15 par. 1–4	§ 16
Travel Accident	§ 17 par. 1	§ 18
Passes and Courses	§ 19	

§ 1

1. In this document, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office in Sopot (hereinafter referred to as “ERGO Hestia”) describes the terms and conditions under which the Customer and ERGO Hestia shall enter into an insurance contract.

The document shall also be binding on the insured persons, if they are not a party to the insurance contract (Customer).

2. Who is the controller of your personal data?

The controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter referred to as “ERGO Hestia”).

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

Telephone: 801 107 107 or 58 555 55 55

3. Who is the data protection officer?

The personal data controller has appointed a data protection officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing.

Contact details of the data protection officer.

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

Email: iod@ergohestia.pl

4. What are the purposes of processing your personal data?

Your personal data are processed for the following purposes:

- 1) conclusion and performance of a contract, presentation of an insurance offer – profiling is used to determine the insurance premium. Decisions related to profiling will be made on the basis of data collected in the process of creating an insurance offer and concluding a contract, information obtained through the Insurance Guarantee Fund, Insurance Database, Central Vehicle Register, Central Driver Register, Central Statistical Office, Data Wise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the databases indicated above will be relevant to the assessment of the risk in question. For example, the more loss has occurred in the insurance history, the higher the insurance risk may be and therefore the insurance premium may be higher. In the case of a loss report, profiling is used to determine the loss adjustment path. Decisions on the loss adjustment path will be made on the basis of the data collected during the loss reporting process and the loss data contained in the personal data controller’s databases. For example, if no loss has been reported under a given policy in the last year, it is likely that the loss will be handled in a simplified procedure, i.e., without an examination of the vehicle or property by an ERGO Hestia representative;
- 2) assessment of insurance risk by automated means, including profiling – in the case of taking out an insurance contract in the direct model, i.e., online, and in the case of automatic renewal of third-party liability insurance, we will use profiling for the purpose of risk assessment in order to determine the amount of the insurance premium.

In the case of automatic renewal of third-party liability insurance, profiling decisions will be made on the basis of an automated assessment of the data resulting from the previous insurance contract. The data significantly influencing the insurance risk include the number of losses.

The more loss has occurred, the higher the insurance premium may be. Decisions will be based on profiling, i.e., the automated assessment of the insurance risk of entering into an insurance contract with you. In connection with automated decision-making, you have the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and to obtain human intervention (to have your data analysed and a decision made by a human).

In order to determine the amount of the insurance premium in the case of the conclusion of an insurance contract via the Yanosik app, profiling is used and automatic decisions are made related to the assessment of the safety of driving. Decisions will be made on the basis of an assessment of your driving style, monitored via the app. For example, the more loss there has been in the insurance history or the more dynamic the driving style of the person whose data are being processed, the higher the insurance risk may be and therefore the insurance premium may be higher;

- 3) verification and ensuring the correctness of the identification details in the process of conclusion and performance of the insurance contract, in the case of:
 - a. vehicle insurance: data extracted from the Central Vehicle Register and the Central Driver Register include: data on the vehicle, its owners and holders, as follows:
 - for natural persons: personal identification number (PESEL) or document number (in the case of foreign nationals), first name, surname, address, data on driving licence – data on traffic offences;
 - for natural persons carrying out a business activity: name, company registration number (REGON), registered business address;
 - b. data on natural persons carrying out a business activity: data may be collected from the Central Statistical Office, the Central Register and Information of Business Activity and the National Court Register, including: name, NIP, REGON, PKD, registered address of the business activity, form of business activity and date of its commencement;
- 4) risk reinsurance;
- 5) enforcement of claims – in justified cases, with regard to due amounts receivable arising from insurance contracts, ERGO Hestia will, after an unsuccessful collection process, decide to transfer them to another entity;
- 6) direct marketing of own products and services of the personal data controller – profiling will be used for direct marketing of own products and services;
- 7) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
- 8) handling of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
- 9) compliance with the obligations of the personal data controller in connection with sanctions imposed under applicable regulations of the United Nations, the European Union or the United States of America;
- 10) the performance of a contract for the provision of services by electronic means (if concluded, the relevant provisions are to be found in the terms of service);
- 11) related to the servicing of customers and callers via the helpline – your personal data may be processed in the form of a recording of the call;
- 12) protecting the security of persons and property where the data controller uses video surveillance;
- 13) analytical and statistical purposes.

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

The legal basis of the processing of personal data is as follows:

- 1) as necessary for the conclusion of an insurance contract, provision of insurance coverage, performance of the insurance contract;
- 2) legitimate interest pursued by the personal data controller, including direct marketing of own services, enforcement of claims, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the conclusion of an insurance contract, protection of property;
- 3) legal obligation of the personal data controller (under national and international law, including European Union law) – processing for the purpose of complying with legal obligations including, among others, processing on the basis of accounting regulations, handling complaints related to reporting to public authorities, including supervisory authorities, and other entities to which ERGO Hestia is obliged to report;
- 4) legitimate interest pursued by a third party, i.e., the parent entity in the Munich Re group of companies (of which the personal data controller is a member) as an entity directly obliged to apply sanctions imposed by the United States of America and to ensure compliance by related parties;
- 5) consent if given voluntarily.

6. To whom will your personal data be disclosed?

Your personal data may be disclosed to:

- 1) personal data processors contracted by ERGO Hestia, including without limitation IT service providers (including, among others, cloud service providers), processors responsible for debt enforcement, providers of record filing services, providers of insurance loss adjustment services, insurance agents – these entities process data on the basis of a contract with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurers,
- 3) medical service providers,
- 4) other insurers in the event of separate consent given,
- 5) other entities in the event of separate consent given,
- 6) other personal data controllers in the case of legitimate interest pursued by the data controller.

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

Transfer of data outside the European Economic Area

The data controller will transfer your personal data to recipients in non-European Economic Area (EEA) countries only if necessary and will ensure the adequate protection of such data. Data will be transferred to a third country which ensure an adequate level of data protection according to a European Commission decision or using standard contractual clauses approved by the European Commission. Recipients of the data in third countries may be state authorities legally designated to collect data about the incident or to carry out proceedings related to the reported incident in that country, or entities providing assistance services or other services in that country to assist the injured person or to limit the consequences of the loss. The transfer of data will only take place provided that it is necessary for the performance of a contract between the data subject and the controller, the performance of a contract concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, exercise or defence of claims. Subject to the data protection principles described above, the data controller may outsource certain services or IT functions to service providers established outside the EEA. You may request further information about how to obtain a copy of such protection and where it has been made available.

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

- 1) the right to withdraw consent – to the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent shall not affect the lawfulness of processing based on the consent before its withdrawal;
- 2) the right of access to personal data (information about the processed data, copies of the data) and the right to rectification (amendment), erasure or restriction of processing;
- 3) the right to object to the processing of personal data – you have the right to object to the processing of your personal data to the extent that such personal data are processed on the basis of legitimate interests of the controller. In particular, you have the right to object to the processing of your data for the purposes of direct marketing and profiling;
- 4) the right to portability of personal data – you have the right to data portability, i.e., the right to receive the data from the controller in a structured, commonly used and machine-readable format and the right to transmit those data to another controller;
- 5) the right to lodge a complaint with a supervisory authority responsible for personal data protection;
- 6) for automated decision-making, you have the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and the right to obtain human intervention (to have your data analysed and a decision made by a human).

To exercise any of the rights defined above, please contact the controller or the personal data officer. The contact details are presented in points 1 and 2 above.

8. Other information

How long will your personal data be stored?

If an insurance contract is concluded or insurance coverage is provided, personal data will be stored until the expiry of claims in respect of the insurance contract or the expiry of the record retention obligation under the law, in particular the obligation to maintain accounting evidence of the insurance contract.

If no insurance contract is concluded or no insurance coverage is provided, personal data will be stored until the expiry of claims in that regard. Where relevant consent is granted, personal data will be used for the purposes stated in such consent (e.g., for purposes of marketing) until the consent is withdrawn. Data will be stored for analytical and statistical purposes for a period of 12 years after the termination of the insurance contract.

Information on 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 the provision of personal data, it is not possible to conclude an insurance contract, to present an offer, to carry out loss adjustment.

Where the provision of personal data is necessary to process a complaint, failure to provide personal data will result in the complaint not being processed.

The provision of personal data for marketing purposes is voluntary.

§ 2

Terms used in this document shall have the meanings set out in the definitions below and Appendix 1 to this document:

TERM	WHAT DOES IT MEAN?
Accident	In Third-Party Liability Insurance – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Accident in land, water and air transportation	A personal accident in which the Insured: <ol style="list-style-type: none"> was the participant of a catastrophe or accident of a vehicle going on the road (other than as a driver or passenger); was the driver or passenger of a vehicle going on the road, involved in an accident or catastrophe, except a motorcycle, quad, tractor and a vehicle registered as a truck or cargo-passenger car with a capacity above 850 kg was a passenger of water, air or rail vehicle (including train, subway, cable car and cable and track car) involved in an accident or catastrophe
Accommodation	A house or dwelling which is occupied temporarily or permanently by the insured. The accommodation is also considered to be the premises appurtenant to the inhabited property
Accompanying person	A person travelling with the Insured or indicated by him/her to accompany the Insured during treatment or transportation
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years at the time of conclusion of the insurance contract
Athletics	A sports discipline involving: <ol style="list-style-type: none"> running – sprinting: 60m, 100m, 200m and 400m; intermediate: 600 m, 800 m, 1000 m, 1500 m, 1 mile, 2000 m; long 3000 m, 3000 m with hurdles, 5000 m, 10 000 m; hurdles: 60 m, 100 m, 110 m, 400 m; street: marathon (42,195 m), half marathon; relay: 4x100 m, 4x 400 m; walking – 10 km, 20 km, 50 km; throwing – javelin throw, hammer throw, discus throw, shot put; jumping – high jump, long jump, triple jump, pole vault; multisports – quadrathlon, pentathlon, sevenathlon, decathlon
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from premises (and in Luggage Insurance also from a car boot, a caravan, a camper, a vessel cabin) after prior removal of security by force or opening the entrance using tools or a tailored or fake key or the original key held by the offender, obtained as a result of a criminal offence. Burglary shall also be damage to the object of insurance, having a direct connection with the execution of or attempted burglary
Chronic disease	Medical condition characterised by slow development and long course, which requires treatment according to medical recommendations or is treated continuously or periodically over 12 months before the insurance contract was concluded, during which the symptoms may periodically flare up or recede

TERM	WHAT DOES IT MEAN?
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g., paintings, sculptures, coins, post stamps
Compulsory quarantine	Isolation of a healthy person due to exposure to Sars-Cov-2, or its mutations, ordered by a doctor or a sanitary-epidemiological service in order to prevent the spread of a highly contagious disease, with the exception of compulsory quarantine imposed by local authorities on travellers crossing the border of the country of destination and transit countries along the route of travel
Country of residence	The country where the Insured: a) is covered by social security or health insurance (other than during residence for educational purposes); or b) resides without interruption (other than travel under 30 days) for at least 1 year and which is the centre of the Insured's personal and professional life
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime or offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	Any natural person, including individuals who carry our business activities, who concludes the insurance contract (the Policyholder)
Damage to property	In Third-Party Liability Insurance – loss due to destruction of or damage to a movable item or real estate of the aggrieved party, as well as lost benefits that they might have obtained if their property had not been destroyed or damaged
Dangerous country	A country which, as at the date of conclusion of the insurance contract, has the “Unnecessary travel not recommended” or “Any travel not recommended” status assigned in the warnings to travellers section on the official website of the Ministry of Foreign Affairs of the Republic of Poland due to threatening acts of terrorism, war activities, martial law or state of emergency
Domestic animals	Animals usually bred by people and kept at home or in the backyard: dogs, cats, birds, rodents, aquarium fish, horses, apart from animals bred for commercial and economic purposes
Domestic partnership	An informal union of two people living together in the same household. Individuals in a domestic partnership must not be related by blood, affinity or adoption
Emergency Centre	The organiser providing assistance services on behalf of ERGO Hestia
ERGO Hestia representative	Any ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorised by such agent
Event	a) sudden illness or personal accident – in Medical Assistance and Medical Expenses Insurance and in Travel Assistance Insurance; b) personal accident – in Personal Accident Insurance; c) loss, destruction or damage – in Luggage Insurance and in Sports Equipment Insurance; d) death – in Travel Accident Insurance
Fainting	Short-term loss of consciousness, sensation and ability to perform movements as a result of inadequate oxygenation of the brain associated with insufficient blood flow
Fortuitous events	a) rescue operations – actions taken to prevent loss threatening directly or to mitigate its effects, if these measures were appropriate to the circumstances; b) smoke and soot – suspension of particles in gas being a direct result of: 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; c) hail; d) sonic bang; e) hurricane – wind of at least 15 m/sec., causing massive damage; f) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes; g) snow pressure – the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; h) landslide; i) flood – flooding of areas as a result of a raised level of flowing and standing water, or as a result of a rise of coastal marine waters; j) fire; k) overvoltage caused by lightning; l) surface water flow; m) earthquake; n) lightning; o) vehicle collision; p) falling tree; q) falling mast; r) falling aircraft; s) explosion, including volcano eruption;






TERM	WHAT DOES IT MEAN?
	<p>t) flooding – presence of liquid resulting from:</p> <ol style="list-style-type: none"> 1/ precipitation; 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems; 3/ escape of water from household appliances as a result of their failure or interrupted operation due to a power outage; 4/ withdrawal of water or sewage from public sewerage facilities; 5/ taps or other valves in other devices in the water supply, sewage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken, cracked or unsealed aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the system or building; <p>u) subsidence</p>
Hiking	Hiking in the open air, for recreational purposes, lasting no longer than one day
Loss	<p>A direct consequence of an event or accident which is covered by the insurance contract:</p> <ol style="list-style-type: none"> a) financial detriment – in Luggage Insurance, in Sports Equipment Insurance, in Passes and Courses Insurance; b) death, bodily injury, loss of bodily function or financial detriment – in Personal Accident Insurance; c) death – in Travel Accident Insurance; d) personal injury or damage to property – in Third-Party Liability Insurance
Luggage	<p>Personal effects of the Insured which are taken on a trip, as well as things that are held by the Insured only temporarily, if they were rented or lent for use by the employer, a legal entity or other organisational unit, provided that such rental or letting for use was confirmed in writing by the renting or lending entity, such as:</p> <ol style="list-style-type: none"> a) clothing and other personal effects; b) portable photo and video recording equipment, electronic appliances, watches, musical instruments; c) pushchairs, non-registrable wheelchairs, and medical and rehabilitation equipment. <p>Sports equipment and drones shall not be considered as luggage within the meaning of this definition</p>
Monetary values	<p>Gold and silver coins that do not constitute a valid legal tender, silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, corals which are not a utility product, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash</p>
Personal accident	<p>A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died</p>
Personal injury	<p>In Third-Party Liability Insurance – loss due to death, bodily injury or loss of bodily function; as well as the benefits lost by the aggrieved party that they might have obtained if they had not been affected by bodily injury or loss of bodily function</p>
Pollutant	<p>Substances in the form of smoke, fumes, gas, soot, liquids, waste, dust, if they cause or may cause contamination or pollution of water, soil, air</p>
Pure economic loss	<p>A financial detriment, expressed in money, incurred by the aggrieved third party. Pure economic loss may not result from a damage to property, personal injury or any infringement of personal interests</p>
Race	<p>A speed sporting competition in which, according to a set of rules, one usually has to cover a specified route in the shortest possible time, or the greatest possible distance in a specified time. A race may be uninterrupted from start to finish, or it may be divided into stages</p>
Recreational cycling	<p>Cycling treated exclusively as a hobby on routes that include: roads, country lanes and cycle paths, forest tracks and meadows. It does not include participation in competitions or races</p>
Relatives	<p>Spouse, domestic partner, siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adopted and adoptive parent</p>
Robbery	<p>Seizure of property by use or threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured</p>
Safe country	<p>A country which, as at the date of conclusion of the insurance contract, has the “Exercise normal precautions” or “Exercise special precautions” status assigned in the warnings to travellers section on the official website of the Ministry of Foreign Affairs of the Republic of Poland due to threatening acts of terrorism, war activities, martial law or state of emergency, or a country which has no travel warning assigned on the official website of the Ministry of Foreign Affairs of the Republic of Poland</p>
Sports equipment	<p>Accessories necessary to practise a sport in sports disciplines covered by insurance, including clothing, footwear, protective headwear and pads, skis, snowboard, golf clubs, bicycle, surfboard</p>
Sports instructor	<p>A person having qualifications entitling them to conduct training and holding an instructor’s certificate awarded by a competent organisation</p>
Sudden illness	<p>Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention</p>










TERM	WHAT DOES IT MEAN?
Terrorism	Illegal actions organised due to ideological or political reasons, on an individual or group basis, directed against people or objects in order to bring in chaos, intimidate people and disorganise public life with the use of violence in order to achieve political or social objectives
The Insured	The natural person on whose account the Customer has concluded the insurance contract
Theft	The act of illegally seizing someone else's property, not being a burglary or robbery
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia; in the case of conclusion of the insurance contract in favour of a person other than the Policyholder (including a group insurance contract), third parties are also the other Insured who are not relatives of the Insured (aggrieved party)
Travel	Stay of the Insured away from the Republic of Poland and the country of residence. In the case of air or water transport, clearing through customs shall be deemed the beginning of travel. In Personal Accident Insurance, the cover starts from the actual beginning of the travel, also in Poland, no longer than 24 hours before crossing the border (or passing through customs in case of air or water transport) and lasts until the actual end of travel, also in Poland, no longer than 24 hours after crossing the border (or passing through customs in case of air or water transport).
Trekking	A form of hiking practised in difficult terrain and climate conditions, lasting several days (more than one day), which requires equipment and physical preparation
Vehicle	A means of transportation intended to move on the road or a machine or equipment adjusted to this purpose
Work	The performance of work or services for which the Insured receives remuneration or non-paid activity, such as: volunteering, internship and traineeship
Works of art	Objects with an artistic value: a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided they have been made in their entirety by an artist, as well as casts of such sculptures and statues, if there are no more than 8 copies of them, and the artist or his/her heirs supervised their creation; b) tapestries and wall textiles made by hand based on original designs provided by the artist, if there are no more than 8 copies of them; c) photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts

I. Types of insurance

§ 3

This document describes the terms and conditions of the following types of insurance:

TYPE OF INSURANCE	OPTION I	OPTION II	OPTION III
 Medical Assistance and Medical Expenses Insurance	✓ sum insured PLN 200,000	✓ sum insured PLN 500,000	✓ sum insured PLN 3,000,000
 Travel Assistance Insurance	✓	✓	✓
 Personal Accident Insurance	✓ sum insured PLN 10,000	✓ sum insured PLN 30,000	✓ sum insured PLN 60,000
 Third-Party Liability Insurance	✓ policy limit PLN 200,000	✓ policy limit PLN 500,000	✓ policy limit PLN 1,000,000
 Luggage Insurance	✓ sum insured PLN 1,000	✓ sum insured PLN 5,000	✓ sum insured PLN 10,000

TYPE OF INSURANCE	OPTION I	OPTION II	OPTION III
Additional Insurance			
 Sports Equipment	sum insured PLN 10,000 or PLN 25,000		
 Travel Accident Insurance	sum insured PLN 50,000		
 Passes and Courses Insurance	sum insured PLN 1,000		
Territorial scope	Worldwide, except USA, Canada, China and Japan	Worldwide	Worldwide
Extensions of coverage			
 Manual labour	+	+	+
 Terrorism in the territory of a safe country (in Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance)	✓	✓	✓
 Terrorism in the territory of a dangerous country (in Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance)	+	+	+
 Chronic diseases	+	+	+
 Risky disciplines (extension: Sports)	+	+	+
 Extreme disciplines (extension: Competitive Sports)	+	+	+
✓ within the scope of insurance - not in the scope of insurance + coverage for payment of additional premium			

II. Scope of liability of ERGO Hestia

This chapter describes the scope of insurance coverage and lists the situations in which ERGO Hestia shall not be liable for occurring events and accidents.

§ 4

1. Liability of ERGO Hestia shall start at the date and time specified in the insurance contract as the commencement of insurance period but not earlier than the day after the premium or its first instalment is paid.
2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of premium for the period in which the coverage was provided. In the absence of termination, the insurance contract shall expire at the end of the period for which the premium was outstanding.

Medical Assistance and Medical Expenses, Travel Assistance

§ 5

1. Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance shall cover the arrangement and coverage of the necessary costs of immediate assistance through the Emergency Centre in case of a sudden illness, personal accident or compulsory quarantine during travel.
2. Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance shall cover benefits required to restore the Insured's health to the condition enabling the Insured's return or transport to Poland or to the country of permanent residence, or enabling the Insured to continue the scheduled travel.
3. The scope of coverage and limits for each type of benefit in the insurance period are specified in the insurance contract according to the following options:

OPTION	I	II	III
Medical assistance	✓	✓	✓
Transport	✓	✓	✓
Rescue	✓	✓	✓
Travel Assistance			
Care Assistance	✓	✓	✓
Help in interpretation	✓ PLN 1,000	✓ PLN 1,000	✓ PLN 1,000
Onward travel	✓ PLN 2,000	✓ PLN 2,000	✓ PLN 2,000
Substitute driver	✓ PLN 4,000	✓ PLN 4,000	✓ PLN 4,000
Substitute on a business trip	-	-	✓ PLN 3,000
Extension of protection by 48 hours	✓	✓	✓
Delay or cancellation of a means of transport	✓ PLN 1,000	✓ PLN 1,000	✓ PLN 1,000
Travel interruption	✓ PLN 3,000	✓ PLN 3,000	✓ PLN 10,000
Property safeguarding	✓ PLN 2,000	✓ PLN 2,000	✓ PLN 2,000
Property transportation	✓ PLN 2,000	✓ PLN 2,000	✓ PLN 2,000
Property storage	✓ PLN 2,000	✓ PLN 2,000	✓ PLN 2,000
Care of domestic animals	✓ PLN 1,000	✓ PLN 1,000	✓ PLN 1,000
Coverage of a coffin or urn purchase costs	✓ PLN 5,000	✓ PLN 5,000	✓ PLN 5,000
Compulsory quarantine – stay of the insured in a hotel inclusive of meals, return transport to the place of residence	✓ PLN 10,000	✓ PLN 10,000	✓ PLN 10,000
Legal assistance	-	-	PLN 10,000

✓ within the scope of insurance
- not in the scope of insurance

4. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 20.

§ 6

1. Medical Assistance and Medical Expenses Insurance services shall include:

RODZAJ ŚWIADCZENIA	ŚWIADCZENIA
Medical assistance	<ul style="list-style-type: none"> a) hospital and outpatient treatment; b) dental treatment (up to PLN 2,000); c) medical consultations and physician's visits; d) costs of medications, orthopaedic devices and wound dressings prescribed by the physician; e) repair or purchase of glasses and repair of prostheses (up to PLN 2,000); f) 24h phone information service of the Emergency Centre
Transport	<ul style="list-style-type: none"> a) transport from the scene of the accident to the nearest medical facility or one indicated by the Emergency Centre; b) transport to another medical facility abroad, if the Insured's health condition so requires; c) transport of the Insured to the place of accommodation after the end of treatment; d) return transport to the place of residence, if the Insured's health condition so requires, and the return by the planned means of transport and at the planned time is impossible; e) return transport of minor children or dependants left without care of an adult; f) in the event of the Insured's death – cremation, transport of the body or urn containing the ashes to the country of residence or a funeral abroad – regardless of the reason; g) return transport to the place of residence if the return by the planned means of transport and at the planned time is impossible due to compulsory quarantine
Rescue	<ul style="list-style-type: none"> a) search carried out by specialist rescue service; b) on-site medical assistance; c) transport, including by air or sea, from the scene of accident to the nearest medical facility

2. Travel Assistance Insurance services shall include:

TYPE OF SERVICE	SCOPE OF SERVICE
Care Assistance	<ul style="list-style-type: none"> a) contact and teleconference with a relative – providing information; b) sending necessary personal effects; c) the Insured's stay in a hotel inclusive of meals, when the transport cannot take place immediately upon the end of treatment; d) transport and stay of the accompanying person, if the Insured's health condition confirmed by medical documentation requires his/her presence; e) care of minor children or dependants left without care of an adult during travel or at the place of residence in Poland, or during different travel; f) care of domestic animals accompanying the Insured during travel left without care of an adult
Help in interpretation	Where the Insured does not speak a foreign language and needs help in communicating with a physician or other employee of a medical facility
Onward travel	Transport of the Insured from the place of treatment to the next travel destination, if the Insured's health condition has improved, authorised by the attending physician or an Emergency Centre physician
Substitute driver	Arranging and covering the costs of hiring a driver in order to enable the Insured and accompanying persons to return to Poland or the country of residence of the Insured by their car or motorcycle, if the driver's health condition prevents the driver from driving a car or motorcycle by which he/she previously travelled and none of the accompanying persons can drive the vehicle. If the Insured returns by another means of transport, the Emergency Centre shall arrange and cover the costs of bringing the car or motorcycle back to Poland or to the country of residence of the Insured. The costs of arranging the substitute driver shall include only the costs of hiring the driver and his/her participation in the journey
Substitute on a business trip	Travel of an employee delegated by the Customer to replace the Insured, who is the Customer's employee, on a business trip, if the Insured is incapable of working, which shall be confirmed by the attending physician, and the return journey of the Insured to Poland or the country of residence

TYPE OF SERVICE	SCOPE OF SERVICE
Hotel stay and meals	Stay of the insured in a hotel inclusive of meals if transport cannot take place as planned due to compulsory quarantine
Additionally, irrespective of the occurrence of a personal accident or sudden illness, the Travel Assistance insurance shall cover the following assistance services:	
Extension of protection by 48 hours	Extension of the insurance period by 48 hours without an additional premium if the return of the Insured to Poland or the country of residence of the Insured is delayed for reasons not attributable to the Insured, such as: <ul style="list-style-type: none"> a) failure of a means of transport or accident in land, water or air traffic; b) cancellation or delay of a public means of transport due to bad weather conditions; c) fortuitous event
Delay or cancellation of a means of transport	In the event of a documented delay of the departure of a plane of licensed airlines, a train, a coach or a ferry, by at least 5 hours during travel or their cancellation – reimbursement of the necessary and justified expenses (meals and accommodation) which have not been covered by the carrier. The Insured is obliged to obtain a written confirmation of the delay of the means of transport by the carrier with indication of the number of delayed hours
Travel interruption	Arrangement and coverage of the costs of return journey of the Insured to Poland or to the country of residence in the event of: <ul style="list-style-type: none"> a) sudden illness or personal accident the consequences of which pose a threat to the life of a relative, requiring the presence of and constant care provided by the Insured; b) death of the Insured's relative; c) a fortuitous event or burglary resulting in a loss at the place of residence of the Insured or the place where the Insured conducts business activity, requiring legal and administrative actions in this regard. The service covers the costs of the change of the flight booking, costs of return journey to Poland or to the country of residence, if the cost of return transport has been guaranteed in the travel participation agreement or ticket booking, where the return transport could not be effected by a planned means of transport, only after their arrangement with and approval by the Emergency Centre
Property safeguarding	Safeguarding and protection of property belonging to the Insured or his/her relatives in the place of residence in Poland which belongs to the Insured or his/her relatives to prevent any further damage: <ul style="list-style-type: none"> a) up to 7 days in the event of loss resulting from fortuitous events or floods; b) up to 2 days in the event of loss resulting from a burglary
Property transportation	One-off transportation of property belonging to the Insured or his/her relatives, from the place of residence in Poland to the location indicated by them in Poland, in case of fortuitous events or floods, carried out in order to secure or use the property
Property storage	Storage of property belonging to the Insured or his/her relatives originating from the place of residence in Poland, in case of fortuitous events or floods, up to 90 days in a place ensuring safety of such property
Care of domestic animals	<ul style="list-style-type: none"> a) care of domestic animals left in the Insured's country of residence, up to 3 days, or b) one-off transportation of domestic animals to and from the person indicated by the Insured or a pet hotel in the Insured's country of residence, and stay of the animal at the pet hotel for up to 3 days
Legal assistance	Arrangement and coverage of the costs of legal assistance, legal representation and interpreter, and ensuring the intermediation in providing bail if the Insured, while being outside of Poland or the country of residence, breaches the laws of the country where the Insured stayed. Legal assistance shall not be granted where it is related to the work or professional activity performed by the Insured

§ 7

1. In Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance, ERGO Hestia shall cover the documented costs of treatment and immediate assistance:
 - 1) relating to examinations and outpatient treatment, medications (exclusive of vitamins, body strengthening agents, nutrients, beauty ointments and creams), orthopaedic and auxiliary products, infusion fluids and wound dressings, recommended and prescribed by the attending physician;

- 2) during a hospital stay, including treatment, procedures and surgeries which could not have been postponed until the return to Poland or to the country of residence due to the health condition of the Insured. The Emergency Centre shall choose a hospital appropriate to the Insured's health condition, arrange for the transport of the Insured to the hospital by suitable means of transport, inform the hospital about the payment terms and remain in constant contact with the hospital;
 - 3) repair or purchase of glasses, and repair of prosthesis immediately after the personal accident, in case when damage is directly related to the event.
2. The Emergency Centre shall decide about the grounds, date, manner and feasibility of transporting the Insured, taking into account the Insured's health condition having consulted the attending physician who treated the Insured abroad. If the Insured does not consent to transport for the purpose of continuing the treatment in Poland or the country of residence, in spite of it being regarded as acceptable by the Emergency Centre or the attending physician, the insurer shall from that time on cover and reimburse no other costs incurred abroad covered by Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance in relation to the consequences of such personal accident or such sudden illness.
 3. Services shall be arranged by the Emergency Centre, which shall select the means of transport, accommodation and other services taking into consideration their cost, time and availability, as appropriate for the Insured's health condition.
 4. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, ERGO Hestia shall reimburse the costs actually incurred by the Insured, subject to limits set for particular services.

§ 8

1. Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance shall not cover loss occurring as a result of:
 - 1) self-inflicted injury or suicide;
 - 2) the Insured driving a vehicle without the licence required under the provisions of law of the state of the event, providing it influenced the occurrence of the loss;
 - 3) practising sports as a gainful occupation;
 - 4) AIDS or HIV infection;
 - 5) childbirth, unless it occurred before the 32nd week of pregnancy;
 - 6) termination of pregnancy, unless the pregnancy was terminated to rescue life or health of the Insured and it is permitted under the laws of the state where the procedure is performed;
 - 7) the Insured's participation in competitions of any motor vehicles, including any type of test drives;
 - 8) failure to comply with recommendations of the attending physician responsible for treatment in Poland, the country of residence or during travel, or of the Emergency Centre;
 - 9) treatment carried out by a physician who is a family member of the Insured;
 - 10) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as part of immediate, necessary medical assistance;
 - 11) committing or an attempt to commit a criminal offence by the Insured;
 - 12) the Insured being under the influence of psychotropic substances not prescribed by a physician or used contrary to the physician's recommendations – unless it had no influence on the occurrence of loss.
2. Moreover ERGO Hestia shall not be liable:
 - 1) if there were medical contraindications on account of the health condition of the Insured to travel abroad or if before the travel abroad there was a need to carry out a surgical procedure or to undergo hospital treatment, about which the Insured was informed by a physician;
 - 2) if the reason for the travel was the treatment;
 - 3) if the treatment started before the travel.

Personal Accident Insurance

§ 9

1. Personal Accident Insurance shall cover the consequences of personal accidents suffered by the Insured during travel.
2. Injuries resulting from fainting caused by an external cause shall also be covered by Personal Accident Insurance. This shall not apply to the consequences of fainting due to illness or other internal cause.
3. The scope of coverage is specified in the insurance contract according to the following options:

OPTION	I	II	III
Personal accident benefits			
Death of the Insured	✓ 200% of the sum insured	✓ 200% of the sum insured	✓ 200% of the sum insured
Permanent disablement	✓	✓	✓
100% permanent disablement	✓ 200% of the sum insured	✓ 200% of the sum insured	✓ 200% of the sum insured
Rehabilitation in Poland	-	-	✓ PLN 10,000 limit

✓ within the scope of insurance
- not in the scope of insurance

4. The events covered by insurance and the scope of benefits are specified in the table below:

EVENT	BENEFIT
Permanent disablement	
Amount of benefit for each percentage of permanent disablement	
up to 20%	1% of the sum insured
21-50%	1.5% of the sum insured
51-99%	2% of the sum insured
100%	Payment of benefit in the amount of 200% of the sum insured
Death of the Insured	Payment of benefit in the amount of 200% of the sum insured
Rehabilitation in Poland – arrangement and coverage of the costs of:	
Benefit limits under the insurance contract	
the Insured's visit to a rehabilitation facility	4 times
renting of rehabilitation equipment	2 times
private tuition for a child who cannot attend classes for more than 7 days due to the personal accident	4 times

5. ERGO Hestia shall not be liable within the scope indicated in § 8, § 10 and § 20.

§ 10

Personal Accident Insurance shall not cover:

- 1) damage and consequences of damage to intervertebral discs;

- 2) death and disablements being the consequence of improper treatment or improperly performed surgical procedures, with the exception of the treatment or the procedures that were the consequence of an accident covered by insurance;
- 3) results of personal accidents arising out of or in connection with any illness, if it had influence on the occurrence of loss;
- 4) infections, unless the Insured was infected with a micro-organism as a result of injuries suffered in a personal accident covered by insurance.

Third-Party Liability

§ 11

1. Third-Party Liability Insurance shall cover third-party liability of the Insured:
 - 1) for damage to property or personal injury during the Insured's travel caused to third parties in connection with private life;
 - 2) in Option III also for damage to property or personal injury during the Insured's travel caused to third parties in connection with practising the profession of a sports instructor.
2. The insurance contract shall cover damage to property or personal injury occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties; all loss resulting from the same accident or resulting from the same cause shall be deemed to be one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
3. The scope of insurance is specified in the insurance contract according to the following options:

OPTION	I	II	III
Persons covered by insurance			
The Insured	✓	✓	✓
Minor children of the Insured	✓	✓	✓
Scope of insurance			
Damage to property or personal injury caused in connection with the use or possession of a house or apartment (including where rented)	✓	✓	✓
Damage to property or personal injury resulting from flooding, whether or not attributable to the Insured	✓	✓	✓
Damage to property or personal injury caused in connection with the possession and use of property, including property used by persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	✓	✓	✓
Damage to property or personal injury caused in connection with care of minor children	✓	✓	✓
Damage to property or personal injury resulting from practising recreational sports or using water equipment	✓	✓	✓
Damage to property or personal injury occurring in connection with the possession of domestic animals (including domestic animals under the care of the Insured)	✓	✓	✓
Other damage to property or personal injury caused to third parties in connection with private life activities	✓	✓	✓

OPTION	I	II	III
Instructor's third-party liability insurance Exercise of professional activities of the sports instructor, i.e., action or omission in connection with exercise of professional activities of the instructor confirmed by certificates of completion of relevant courses, issued by competent organisations and authorities, provided that such activities are exercised as part of professional activities of the instructor - (limit of liability PLN 100,000 within the policy limit)	-	-	✓
The deductible of the Insured in respect of loss to a vehicle rented during travel, which shall be regarded as the amount or percentage of the value of the loss which the Insured is required under the rental contract to pay on his/her own in the event of loss to the rented vehicle as a result of a collision or traffic accident during travel. ERGO Hestia shall reimburse the documented amount of the deductible, up to the limit	✓ PLN 2,000	✓ PLN 2,000	✓ PLN 2,000

✓ within the scope of insurance
- not in the scope of insurance

4. ERGO Hestia shall not be liable within the scope indicated in § 12 and § 20.
5. If the employer of the Insured (sports instructor) is obliged to redress a loss, the scope of liability of ERGO Hestia shall be limited to the amount of recourse claims the employer may have towards the employee. The persons remaining under an employment relationship with each other or bound by a civil-law agreement in connection with the Insured's practising of the profession of a sports instructor shall be deemed the employee and the employer.
6. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
 - 1) the fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, the causes and extent of loss, up to 20% of the policy limit;
 - 2) actions taken by the Insured after an accident in order to reduce the extent of loss.

§ 12

1. Third-Party Liability Insurance shall not cover loss:
 - 1) for which the Insured is responsible as they have contractually assumed liability of a third party or expanded the scope of their liability under generally applicable provisions of law;
 - 2) caused by persons covered by insurance to their relatives;
 - 3) in the form of pure economic loss;
 - 4) in monetary values, documents, manuscripts, plans, archive collections, stamp collections, coin collections, antiques, works of art and collections;
 - 5) in connection with the possession or use of any motor vehicles, aircraft, vessels or flying equipment.
ERGO Hestia shall not apply this exclusion to drones with a take-off weight of up to 5 kg, hang-gliders, paragliders, motor-gliders, motor-paragliders and remote-controlled flying models; ERGO Hestia shall not apply this exclusion to the Insured's deductible in loss to a vehicle rented during travel.
 - 6) covered by compulsory third-party liability insurance which is required of the Insured;
 - 7) to any vessels or water equipment. ERGO Hestia shall not apply this exclusion to canoes, paddle boats, rowing boats and boards for all varieties of surfing;
 - 8) resulting from a provided guaranty or warranty for defects and non-compliance of the goods with the contract;
 - 9) occurring as a result of slow impact of pollutants;
 - 10) resulting from claims for performance or due performance of an obligation, claims for reimbursement of costs incurred for performance or due performance of an obligation, claims and costs attributable to substitute performance of an obligation.

2. Additionally, in Option III of Third-Party Liability Insurance, the coverage shall not include third-party liability for loss caused by the Insured who has been deprived of the right to practise a profession or execute professional activities, or whose right to practise a profession has been suspended.
3. The insurance shall not cover fines, contractual, administrative or legal penalties and other financial penalties.

Luggage

§ 13

1. Luggage Insurance shall cover loss, destruction of or damage to luggage all over the world during the Insured's travel in the circumstances and scope of events described in the table in section 2.
2. The circumstances covered by insurance and the causes of events are specified in the table below:

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured	a) robbery
Loss of ability to take direct care by the Insured or the accompanying person as a result of a personal accident or sudden illness	a) theft; b) losing; c) damage
Entrusting to a professional carrier on the basis of appropriate freight documents	a)) losing; b) burglary
Handing over against receipt to the left luggage office	
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents); b) in a locked boot of a motor vehicle or locked camper, caravan or cabin on a vessel, provided that the object was not visible from the outside	a) burglary; b) fortuitous events
Carriage: a) in a motor vehicle; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss, including loss to external cargo carriers	a) collision of vehicles; b) damage caused by the sudden pressure of mechanical force at the time of contact of the vehicle with people, animals or objects outside the vehicle; c) sudden influence of thermal or chemical agent from the outside of the vehicle; d) fortuitous events

3. ERGO Hestia shall not be liable within the scope indicated in § 14 and § 20.
4. The scope of additional insurance coverage is specified in the insurance contract according to the following options:

OPTION	I	II	III
Delayed luggage delivery	-	✓ up to PLN 500	✓ up to PLN 500
Help in case of loss of means of payment	-	✓	✓
Help in case of loss of documents	-	✓	✓
Sending of personal effects	-	✓	✓

✓ within the scope of insurance
- not in the scope of insurance

5. Additionally, the Emergency Centre shall arrange assistance in case of the following events:

RODZAJ ŚWIADCZENIA	ZAKRES ŚWIADCZENIA
Delayed luggage delivery	In the case of a documented delay in the delivery of luggage, exceeding 5 hours, attributable to the licensed carrier, to the place of stay of the Insured – coverage of the costs incurred for the purchase of essentials required for travelling in a given geographical latitude: hygiene products, clothes, shoes
Loss of means of payment	In the case of loss, damage to or destruction of means of payment held by the Insured during travel, assistance shall be arranged in contacting the Insured's bank or relatives who may provide the Insured with means of payment for further travel
Loss of documents	In the case of loss, damage to or destruction of documents held by the Insured and required for travelling, the Emergency Centre shall provide information about steps to be taken to receive replacement documents
Sending necessary personal effects	Arranging and coverage of the costs of sending the personal effects required in order to continue travel by the Insured, lost, damaged or destroyed as a result of events mentioned in section 2

§ 14

1. Luggage Insurance shall not cover:
 - 1) loss consisting only in damage to or destruction of luggage containers, except for loss in external cargo carriers;
 - 2) any damage or destruction being a consequence of events caused by a relative of the Insured.
2. ERGO Hestia shall not be held liable for loss caused as a result of robbery the occurrence of which was not immediately reported by the Insured to the police in the country where the event occurred, or to the carrier, unless for reasons beyond the control of the Insured it was impossible to fulfil this obligation; in such a case, they shall report the event immediately after the termination of the obstacles preventing it.
3. The insurance shall not cover:
 - 1) monetary values and cash;
 - 2) antiques, works of art, collections;
 - 3) jewellery;
 - 4) medications;
 - 5) property acquired for resale;
 - 6) property used for the purposes of commercial, service or production activity, apart from property purchased by the Insured who is an individual carrying out business activity, and property lent to the Insured by the employer;
 - 7) goods and items the number or range of which indicate their commercial designation;
 - 8) sports equipment.
4. Delay in delivery of luggage in the territory of Poland shall not be covered by insurance.

Sports Equipment

§ 15

1. Sports Equipment Insurance shall cover loss, damage to or destruction of sports equipment during the Insured's travel all over the world, in the circumstances and scope of events described in section 2.
2. The circumstances covered by insurance and the causes of events are specified in the table below:

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured	a) robbery
Personal accident while using sports equipment	a) damage; b) destruction
Loss of ability to take direct care by the Insured or the accompanying person as a result of a personal accident or sudden illness	a) theft; b) losing
Entrusting to a professional carrier on the basis of appropriate freight documents	a) losing; b) burglary
Handing over against receipt to the left luggage office	
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents); b) in a locked boot of a motor vehicle or locked camper, caravan or cabin on a vessel, provided that the object was not visible from the outside	a) burglary; b) fortuitous events
Carriage: a) in a motor vehicle; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss, including loss to external cargo carriers	a) collision of vehicles; b) damage caused by the sudden pressure of mechanical force at the time of contact of the vehicle with people, animals or objects outside the vehicle; c) sudden influence of thermal or chemical agent from the outside of the vehicle; d) fortuitous events

3. ERGO Hestia shall also cover the costs of renting sports equipment for a period not longer than 7 days. The costs shall be covered on the basis of receipts, up to PLN 500, if:
 - 1) the Insured loses sports equipment or it is damaged to the extent making it impossible to use the equipment, in the circumstances and scope of events described in § 13 section 2;
 - 2) if the delivery of sports equipment to the place of destination was delayed by at least 24 hours by a professional carrier to whom the equipment was entrusted on the basis of appropriate freight documents.
4. ERGO Hestia shall cover the costs of damage to or destruction of sports equipment as a result of a personal accident while using sports equipment up to PLN 3,000.
5. ERGO Hestia shall not be liable within the scope indicated in § 16 and § 20.

§ 16

1. Sports Equipment Insurance shall not cover loss:
 - 1) caused by using sports equipment not in accordance with its intended purpose, indicated in the operating manual for the equipment issued by the manufacturer;
 - 2) consisting in the loss of the value or aesthetic value of the equipment, which do not prevent the possibility of further use of the equipment in accordance with its intended purpose indicated in the operating manual for the equipment issued by the manufacturer;
 - 3) in sports equipment rented, borrowed by or entrusted to the Insured.

Travel Accident

§ 17

1. Travel Accident Insurance shall cover death of the Insured as a result of an accident in land, water and air transportation during travel.

2. ERGO Hestia shall not be liable within the scope indicated in § 18 and § 20.

§ 18

Travel Accident Insurance shall not cover death of the Insured occurring as a result of:

- 1) participation of the Insured in air sports (as a pilot or passenger of aircraft), motor sports, water motor sports;
- 2) participation of the Insured in races and rallies of land, water or air vehicles or in preparations for them;
- 3) air accident of military or private aircraft, including light aircraft;
- 4) catastrophes resulting in radioactive, chemical, biological contamination or radiation;
- 5) self-inflicted injury or suicide of the Insured;
- 6) the Insured's diagnosed or treated mental disease, mental disorder or disorder resulting from abuse of psychoactive substances or diseases of the nervous system;
- 7) the Insured's driving a land, water or air vehicle without licence.

Passes and Courses

§ 19

1. In Passes and Courses Insurance, ERGO Hestia shall reimburse the costs of unused pass or costs of sports instruction for the period equal to the number of full unused days, based on receipts or passes issued in the name of the Insured.
2. ERGO Hestia shall cover the costs of previously purchased passes and courses if the Insured is unable to use them as a result of a personal accident or sudden illness.

General exclusions of ERGO Hestia from liability

§ 20

1. ERGO Hestia shall not be liable for loss:
 - 1) caused intentionally by the Insured or a person with whom the Insured lives in the same household;
 - 2) caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances;
 - 3) resulting from the Insured's direct participation in planning, conducting, organising or supervising acts of war, riots, civil commotion, civil unrest, strikes and lockouts, as well as acts of terrorism and sabotage;
 - 4) resulting from martial law or a state of emergency, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 5) resulting from nuclear activity or radioactive contamination, laser and maser rays, magnetic and electromagnetic fields, ionisation radiation, biological and chemical weapons, chemical or biological contamination;
 - 6) occurring as a result of a human activity leading to landslides, subsidence, earthquakes, falling trees or masts;
 - 7) caused by systematic (i.e., regular and repetitive) influence of noise, vibration, smoke, temperature, water or other weather conditions;
 - 8) caused to property, into possession of which the Insured or his/her relatives came as a result of a criminal offence.

- 9) caused by the Insured during committing or an attempt to commit a criminal offence, stated by a legally binding court decision;
 - 10) caused by the Insured under the influence of drugs or other intoxicants or medication with a similar effect, indicated in the Regulation of the Minister of Health on the list of psychotropic substances, narcotic drugs and new psychoactive substances (Journal of Laws of 2022, item 1665), unless it had no influence on the occurrence of the loss;
 - 11) occurring as a consequences of loss caused by or arising out of work in dangerous professions and professions which are not listed in Appendix 2 to the General Terms and Conditions of Insurance;
 - 12) occurring as a consequences of loss caused by or arising out of practising sports disciplines which are not listed in Appendix 1 to the General Terms and Conditions of Insurance.
2. The exclusions referred to in section 1 points 1) and 2) shall not apply to Personal Accident Insurance, Medical Assistance and Medical Expenses Insurance, and Travel Assistance Insurance.
 3. The exclusion of loss caused due to gross negligence and referred to in section 1 points 5) and 6) shall not apply to Third-Party Liability Insurance.
 4. The exclusion of loss referred to in section 1 point 4) shall not apply to Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance.
 5. If the scope of insurance has not been extended against payment of an additional premium, ERGO Hestia shall not be liable for loss resulting from:
 - 1) practising sport disciplines: risky (extension: Sports) or extreme (extension: Competitive Sports);
 - 2) working in high-risk professions;
 - 3) terrorism in the territory of a dangerous country;
 - 4) chronic diseases.
 6. The exclusion referred to in section 5 point 4) shall not apply to Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance in respect of events resulting from diagnosed diseases and metabolic disorders: allergies, atherosclerosis, bronchial asthma, diabetes of all types, depression, discopathy, insulin resistance, hyperthyroidism, hypothyroidism, hypertension, obesity, provided that the Insured was under the care of a doctor and followed the instructions of the attending physician.

If, after the Emergency Centre has commenced the provision of services, it is established that the Insured has not followed the recommendations of the attending physician regarding the manner of treatment or the services have been provided in connection with a chronic disease other than those mentioned above, ERGO Hestia reserves the right to claim reimbursement of the costs of the provided services.









III. Sums insured and policy limits

§ 21

1. The sum insured or the policy limit for each type of insurance shall be selected by the Customer from among the available options. These sums constitute an upper limit of liability of ERGO Hestia for all events which occur in the insurance period for individual types of insurance (in Third-Party Liability Insurance – for all accidents which occur in the insurance period and in relation to all aggrieved parties).
2. The sum insured or the policy limit shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia, except for the costs of transport services in Medical Assistance and Medical Expenses Insurance. After exhausting the sum insured or the policy limit, the insurance contract with regard to each type of insurance shall be terminated as at the date of exhausting the sum insured or the policy limit, as appropriate.

§ 22

The applicable sums insured and policy limits are specified in the table below:

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Medical Assistance and Medical Expenses Insurance	PLN 200,000	PLN 500,000	PLN 3,000,000
 Travel Assistance Insurance			
 Personal Accident Insurance	PLN 10,000	PLN 30,000	PLN 60,000
 Third-Party Liability Insurance	PLN 200,000	PLN 500,000	PLN 1,000,000
 Luggage Insurance	PLN 1,000	PLN 5,000	PLN 10,000
Additional insurance			
 Sports Equipment	PLN 10,000 or PLN 25,000		
 Travel Accident Insurance	PLN 50,000		
 Passes and Courses Insurance	PLN 1,000		

IV. Obligations of the Customer/the Insured

§ 23

1. The Insured shall:
 - 1) provide ERGO Hestia with the documents necessary for reviewing a request for payment of compensation, listed by ERGO Hestia in the notification, or notify ERGO Hestia immediately about inability to provide such documents;
 - 2) inform the police immediately about any event which may have occurred as a result of a criminal offence or minor offence and submit a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) follow ERGO Hestia's recommendations and provide ERGO Hestia with information and authorisations to the extent necessary for proper loss adjustment.
2. The Insured shall inform ERGO Hestia before commencing treatment of the costs of treatment exceeding PLN 2,000 (gross) and provide ERGO Hestia with documents to support the review of the request for the reimbursement of the treatment costs, including:
 - 1) certificate or medical diagnosis and other documents indicating reasons for and the extent of medical assistance;
 - 2) receipts and proofs of payment.
3. Furthermore, in Third-Party Liability Insurance, the Insured shall:
 - 1) immediately inform the building administrator about any event of flooding an apartment;
 - 2) leave the site where the event occurred unchanged until the arrival of an ERGO Hestia representative, unless a change is necessary to safeguard the remaining property or to reduce the extent of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to ERGO Hestia, it did not start the loss adjustment process within 7 days upon receipt of the notification about the event.
4. If criminal proceedings are initiated against the person who caused the event or accident, or if the aggrieved party brings a claim for compensation before a court, the Insured shall notify ERGO Hestia thereof immediately.

5. In the event that the insurance contract is concluded on behalf of someone else, the Customer shall provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents for the Customer to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

Medical Assistance and Medical Expenses, Travel Assistance, and Personal Accident Insurance

§ 24

1. In Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance, if an event occurs, the Insured shall:
 - 1) undergo treatment and follow recommendations to mitigate the effects of the sudden illness or personal accident;
 - 2) undergo examinations performed by physicians or undergo possible clinical monitoring;
 - 3) make available the list of medical facilities whose services the Insured used during the last 24 months before concluding the insurance contract;
 - 4) release the physicians, public and private health care establishments and the Social Security Institution (ZUS), to the extent necessary to investigate the claim, from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
2. If the Insured incurred expenses or obtained the consent of the Emergency Centre for the reimbursement of the incurred costs of treatment after returning from the travel, the Insured shall provide ERGO Hestia with documents to support the review of the request for the reimbursement of the costs, including:
 - 1) certificate or medical diagnosis and other documents indicating reasons and the extent of medical assistance;
 - 2) receipts and proofs of payment.

Luggage and Sports Equipment

§ 25

Moreover, in Luggage Insurance and in Sports Equipment Insurance, the Insured shall:

- 1) immediately report to the police unit in the country where the event occurred on any loss caused as a result of a criminal offence or a minor offence and submit a list of lost or damaged items with their value, and obtain a written confirmation of the report;
- 2) immediately report any loss to luggage or sports equipment entrusted for carriage or storage to a relevant carrier, storage service or other entities responsible for the entrusted luggage or sports equipment and obtain a written confirmation of the report;
- 3) in the case of a luggage delay, report this fact to the carrier and obtain a document from the carrier confirming the delay and the time of delivery by the carrier of the luggage to the destination or the place of stay of the Insured.

§ 26

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 23 section 1–3, § 24 and § 25, provided that such failure influenced the occurrence or extent of loss, the determination of the cause of the event and its circumstances and the amount of the compensation, and it remains in any causal relationship with the loss, ERGO Hestia shall refuse to pay compensation, in whole or in part, respectively, for the loss resulting from such cause.

§ 27

1. The Insured shall secure the possibility to assert claims for compensation against persons responsible for the loss.
2. If the Insured waives all or part of his/her rights against the person who caused the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay compensation in whole or in the part subject to the waiver. If the compensation was already paid, ERGO Hestia may seek reimbursement of the amount corresponding to the whole or the part with respect to which the Insured has waived those rights, as appropriate.

V. Reporting a loss, determining the extent and amount of compensation

§ 28

1. The Insured shall notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. Notification may be made:
 - 1) by calling +48 58 550 70 12; or
 - 2) by email at podroze@ergohestia.pl; or
 - 3) through an ERGO Hestia representative.
3. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the benefit by the relevant amount if the breach contributed to aggravating the loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 29

1. ERGO Hestia shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to its own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation or benefit to be granted, the settlement reached with the beneficiary or the valid decision of the court, within 30 days following the date when it was notified of the accident.
2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation or benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. However, ERGO Hestia shall pay the incontestable part of compensation or benefit within 30 days.
3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.

§ 30

If the amount of the claim has been denominated in a foreign currency, and the compensation or benefit has to be paid in the Polish currency, the nominal value of the foreign currency shall be converted into PLN based on table A or table B of the average foreign exchange rate announced by the National Bank of Poland, applicable as at the date of loss event.

Personal Accident Insurance

§ 31

1. In Personal Accident Insurance, ERGO Hestia shall pay the benefit for death if it occurred within a year from the date of the personal accident.
2. The causal relationship between the personal accident and the loss and the type of permanent disablement shall be determined based on evidence and medical documentation gathered by ERGO Hestia.
3. In the case of loss of or damage to an organ or system whose function was damaged before the personal accident, the degree of disablement shall be determined as the difference between the disablement before and after the personal accident, taking into account events that occurred within one year from the date of the personal accident.
4. If the Insured suffers several disablements, ERGO Hestia shall pay out the benefits for all disablements covered by insurance up to the amount of the sum insured.
5. The condition for arranging and covering the costs of benefits by ERGO Hestia in connection with rehabilitation in Poland shall be the occurrence of a personal accident during the Insured's travel that requires the continuation of rehabilitation treatment in the territory of Poland.
6. ERGO Hestia shall ask the opinion of medical consultants to determine the degree of permanent disablement.
7. The rehabilitation benefits in Poland listed in the table in § 9 section 3 are performed for a period no longer than a year from the date of the personal accident and shall be arranged exclusively by the Emergency Centre.
8. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

§ 32

1. The benefits shall be paid to the Insured, subject to section 2.
2. The benefit for death of the Insured shall be paid to the beneficiary, unless such a person intentionally contributed to the death of the Insured.
3. If, by the time of death of the Insured, the Insured failed to indicate a beneficiary entitled to receive the benefit, the benefit shall be due to family members of the deceased in the following order:
 - 1) the spouse – in full;
 - 2) children – in equal parts;
 - 3) parents – in equal parts;
 - 4) other heirs of the deceased – in equal parts.

Luggage and Sports Equipment

§ 33

In Luggage Insurance and Sports Equipment Insurance, the amount of compensation shall be determined taking into account the arithmetic means of prices applicable in the territory of Poland as at the date of the occurrence of loss for:

- a) loss of luggage or sports equipment – as per the costs of purchase or production of a new item of the same or comparable kind, the same or comparable brand, type and class;
- b) damage to luggage or sports equipment – as per the costs of repair or if the repair is impossible, as per the costs of purchase or production of a new item of the same or comparable kind, the same or comparable brand, type and class.

VI. Insurance premium

§ 34

1. ERGO Hestia shall determine the amount of the premium on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium shall depend on:
 - 1) the risk assessment for the requested scope of insurance;
 - 2) the insurance period and option;
 - 3) the age of the Insured;
 - 4) the number of Insured persons;
 - 5) the selected extension of coverage;
 - 6) the form of insurance contract.
3. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract.

§ 35

1. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability of ERGO Hestia.
2. If payment is made via a bank transfer or postal order, the payment date shall be the date when the payment was ordered in the bank or at the post office, provided that, when paying with a bank transfer, there were enough funds on the Customer's account; otherwise, the date of payment shall be the date of crediting the account of ERGO Hestia with the right amount.

VII. Termination of the contract

§ 36

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer may withdraw from the contract within 7 days of its conclusion; if the Customer is a consumer, the deadline is 30 days. If ERGO Hestia fails to inform the Customer who is a consumer about his/her right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer who is a consumer learns about this right.
2. Any consumer who has concluded an insurance contract remotely may withdraw from it within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit shall be deemed observed if the Customer sends the declaration of withdrawal before the lapse thereof. The right of withdrawal shall not be granted to the consumer in the case of insurance contracts relating to travel and luggage or other similar contracts if they have been concluded for a period of less than 30 days, in accordance with Article 40 section 6 item 3 of the Act of 30 May 2014 on Consumer Rights.
3. If the Customer withdraws from an insurance contract, the Customer shall be required to pay the premium for the period when ERGO Hestia provided insurance coverage.
4. The Customer may file the withdrawal notice:
 - 1) through the individual account at: ihestia.ergohestia.pl; or

- 2) through an online form available at: www.ergohestia.pl; or
- 3) through an ERGO Hestia representative; or
- 4) by calling 801 107 107 or 58 555 5 555; or
- 5) in writing, to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.

VIII. Final provisions. Sanctions

§ 37

1. The insurance contract may be concluded on a named-insured basis, understood as an insurance contract for a least one insured person, within the scope of which each person may have a different coverage.
2. On account of the coverage period, there are two types of insurance contracts:
 - 1) short-term, for a definite period indicated by the Customer;
 - 2) annual (twelve months), for frequent short travels, for private and business purposes. The coverage is then valid for the first 40 days of each travel of the Insured, which started in the insurance period, however not longer than until the end of the duration of the insurance contract. The condition for payment of benefits is documenting the date on which the Insured crossed the borders of Poland or the country of residence.

§ 38

1. The insurance contract may be concluded on a group basis, comprising a minimum of 8 persons, where all insured persons are covered by the same insurance scope.
2. On account of the coverage period, there are two types of group insurance contracts:
 - 1) short-term, for a definite period indicated by the Customer;
 - 2) annual (twelve months).

§ 39

1. The Customer, the Insured, the assured or the beneficiary under the insurance contract, persons pursuing claims under the provisions of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as persons seeking insurance coverage or insurance guarantee buyers may lodge complaints concerning services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e., an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5 555;
 - c) in writing to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other

permanent data carrier, or by e-mail if so requested by the complainant.

- 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply shall be sent within 60 days from the date of receipt. In the event that the time limit for replying to a complaint needs to be extended, the complainant shall be notified of it within the 30 days.
 - 5) Persons listed in section 1 may, in non-standard cases, refer to ERGO Hestia's Customer Ombudsperson through the online form available at: www.ergohestia.pl.
 - 6) Any natural person lodging a complaint may request that the case be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning services provided by a multi-agent who acts for or on behalf of ERGO Hestia and other insurers – to the extent not related to insurance coverage.
 - 1) Complaints not related to the provided insurance coverage shall be submitted directly to the agent who provided the insurance distribution service. Complaints will be examined directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

§ 40

1. Any notices and statements of the Customer and ERGO Hestia should be made in writing.
2. The Customer and ERGO Hestia shall inform each other about any change of residence address or address of registered office.
3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements may be delivered also:
 - 1) by the Customer:
 - a) through the individual account at: ihestia.ergohestia.pl; or
 - b) through an online form available at: www.ergohestia.pl; or
 - c) through an ERGO Hestia representative; or
 - d) by calling 801 107 107 or 58 555 5 555;
 - 2) by ERGO Hestia:
 - a) through the account at: ihestia.ergohestia.pl; or
 - b) through an ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
4. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer, along with the information about his/her address and telephone number.

§ 41

1. Insurance contracts are concluded under Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to Polish law.
3. A legal action for a claim under an insurance contract may be brought in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. The parties may refer any disputes arising therefrom to arbitration.
6. Any and all disputes arising out of the insurance contract between the Policyholder, the Insured or

any other beneficiary under the insurance contract who is a natural person and the Insurer may be examined by way of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.

7. Considering that insurance contracts concluded by ERGO Hestia cannot be used to clear transactions subject to sanctions, prohibitions and restrictions under international or national law (“Sanctions”), including Sanctions imposed by the European Union, the United Nations or the United States of America, ERGO Hestia shall not be considered a provider of insurance coverage or obliged to pay for any benefit or ensure or provide any benefit in connection with insurance coverage to the extent that the provision of insurance coverage, payment, or ensuring/providing other benefits in connection with the insurance coverage could result in a violation of any of the aforementioned Sanctions, provided that compliance with such Sanctions is not in conflict with any laws applicable to ERGO Hestia.
8. Appendix 1 shall constitute an integral part of this document.

§ 42

The General Terms and Conditions of Insurance shall enter into force on 16 January 2023 and apply to the insurance contracts concluded from this date onwards.

**President of the
Management Board**



Piotr Maria Śliwicki

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



Adam Roman

Appendix 1 to the General Terms and Conditions of ERGO Travel Insurance

1. Sports disciplines

	RECREATIONAL within the scope of insurance	RISKY (extension: Sports) for payment of additional premium	EXTREME (extension: Competitive sports) for payment of additional premium
A	aerobics	acrobatic gymnastics	aerial acrobatics (other than pole
B	angling	alpine skiing on designated routes	dance)
C	antique car racing and rallying	artistic gymnastics	aerodium
D	archery	asphalt surfing	American football
	athletics (excluding marathons other than classic marathons, such as: runmageddon, ultramarathon, mountain ultramarathon)	BMX	autogyro
	badminton	body building	aviation – airplane, glider, helicopter
	baseball	bouldering (with safety equipment)	balloon/airship
	basketball	classic triathlon	base jumping
	biathlon	Climbing on designated routes (without the need to use specialised equipment) up to 5300 m above sea level	bobsleighs
	billiard/snooker	cross-country cycling	boxing
	blade cross	diving up to 30 m	bouldering (without safety equipment)
	bowling	drones with a take-off weight of up to 5 kg	bungee jumping
	box aerobics		canyoning
	bridge		caving
	chess		diving up to 40 m
	cricket		
	dancing		
	darts		
E	fencing	freestyle scootering	expeditions to jungle, bush, desert,
F	figure skating	grass boarding	glacial or snow zones, poles
G	fitness		freeride skiing
	floorball		freeride snowboarding
	football		
	frisbee		
	fun ball		
	golf		
H	handball	hockey on ice	half pipe
	hiking	hockey on roller-blades	hang-gliding/motor-gliding
	hockey on grass	horse riding	heliboarding
		hunting	heliskiing
		hydrospeed (in Europe)	house running (rap sliding)
I	inland sailing	jumps into water	ice yachting
J	jet skis		
	jogging		
K	korfball	kayaking	-
	kyudo	kitesurfing	
L	-	lacrosse	-
		land-kiting	
M	-	-	martial arts (other than MMA)
			motorsport (not racing)
			mountain biking (excluding cross-country)
			mountain climbing up to 5,300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska
N	Nordic walking	navigation on inland and coastal waters (up to 100 nautical miles from the coastline) on motor boats (including pontoon boats, hybrid boats and motor yachts)	-

	RECREATIONAL within the scope of insurance	RISKY (extension: Sports) for payment of additional premium	EXTREME (extension: Competitive sports) for payment of additional premium
O P Q	pole dance qigong	paintball parasailing polo	off piste skiing/snowboarding parachuting paragliding/motoparagliding
R	recreational cycling road cycling – not racing roller skating (including inline skating) rowing	remotely controlled flying models road cycling (races) roller skating (including inline skating) – freeskate/urban	rafting rock boarding rocket jumping rugby
S	sailing up to 12 nautical miles off the coast scooter (electric/classic – recreational) shooting ski runs snorkelling snow golf speed skating springboard jumping squash street workout SUP surfing swimming	sandboarding sea (non-high sea) sailing from 12 to 100 nautical miles off shore skateboarding skeleton ski bike skijoering sled dog racing snowboard on designated routes snow scooters sports gymnastics	sea kayaking ski jumps ski mountaineering skitouring
T	table tennis tae-bo Tai Chi Chuan taiko tambeach technogym tennis trampofail	tobogganing track cycling trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska trikke skki	tree climbing
V W Y	volleyball wakeboarding water ball water skiing windsurfing yoga	wrestling	via ferrata white-water kayaking

2. Work

LOW-RISK PROFESSIONS within the scope of insurance	HIGH-RISK PROFESSIONS for payment of additional premium	DANGEROUS PROFESSIONS excluded from coverage
Mental effort, medical personnel, veterinarian, teachers and lecturers, people working in cultural and education establishments, in handicraft, trade, catering, the hotel industry, participation in conferences and theoretical trainings, care of children and seniors, domestic staff, modelling	Professions involving physical work, that is: industrial worker, machine and device operator or assembly worker, farmer, gardener, forester, driver, construction and repair worker sport instructor, sport coach; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids, sport coaches and instructors	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction work associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater work, fishing, work on a ship, in the mining industry (workers employed at platforms, mining), as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard

