



All about Windscreen and Vehicle Glass Insurance



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

Windscreen and Vehicle Glass Insurance

Insurance Product Information Document

ERGO
HESTIA®

Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: Product: Windscreen and Vehicle
Glass Insurance

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

What is this type of insurance?

The insurance covers the repair or replacement of damaged or broken vehicle windscreen and glass.



What is insured?

- ✓ The insurance covers the organisation and cost of repair or replacement of a damaged or destroyed windscreen, rear window or side windows of the vehicle specified in the insurance agreement, at a service centre designated by the Insurer, using alternative (non-original) parts. Cover applies where the damage results from a collision between vehicles, sudden contact of the vehicle with persons, animals, or external objects, vandalism, collision between sports equipment carried on the external luggage rack with external objects, fire, explosion, flooding, sudden natural forces, or the sudden action of thermal or chemical agents from outside the vehicle.
- ✓ The insurance covers the reimbursement of costs incurred for parking the vehicle in a secured location if repair or replacement of the damaged or destroyed windscreen or windows by the service centre is not possible within 24 hours from the time the claim is reported.
- ✓ The insurance also includes the organisation and coverage of towing costs within the territory of the Republic of Poland, in cases where the vehicle, due to windscreen damage, cannot safely continue its journey to the nearest service centre, or where repair or replacement of the damaged or destroyed windscreen or windows cannot be carried out within 24 hours from the time the claim is reported, in which case the vehicle will be towed to the nearest secured location.
- ✓ The policy also provides reimbursement for towing costs incurred directly by the Insured.
- ✓ The sum insured is PLN 5,000.



What is not insured?

The Windscreen and Vehicle Glass Insurance does not cover damage:

- ✗ arising while the vehicle was in motion but had not been registered, where a legal obligation to register it existed;
- ✗ occurring in a vehicle unlawfully brought into the territory of Poland;
- ✗ to elements that are not part of the structural glazing, such as anti-intrusion or tinting films, trim or decorative strips;
- ✗ to glazing that was previously damaged and left unrepaired;
- ✗ damage caused by a driver of a prototype vehicle, understood as an experimental model developed by the vehicle manufacturer for new vehicle series.



Are there any restrictions on cover?

- ! In the event of windscreen replacement, the Insured is responsible for an excess of PLN 50.

Cover is also limited in the following situations:

- ! damage occurring during use of the vehicle in connection with compulsory military or police service, protest actions or roadblocks;
- ! damage caused by the spontaneous movement of the vehicle;
- ! damage caused intentionally by the Insured or a person with whom the Insured shares a household, or where the Insured acted with gross negligence;
- ! damage in case that, at the time of the incident or upon the arrival of the police, the driver was under the influence of alcohol or in a state of intoxication, under the influence of drugs or other intoxicating substances, or medication with similar effects; if the driver fled the scene of the incident, and the driver was the vehicle owner or a person residing with the vehicle owner in the same household, or another person authorised to use the vehicle; or if, at the time of the incident, the driver did not hold the required driving licence, and the driver was the vehicle owner or a person residing with the owner in the same household, or another person authorised by the owner to use the vehicle, unless this had no bearing on the occurrence of the damage.
- ! damage arising from misappropriation of the vehicle by a third party;
- ! damage occurring while the vehicle was used by the Insured or an authorised driver as a tool for committing a crime, unless this had no impact on the occurrence of the damage;
- ! damage arising as a consequence of using the vehicle contrary to its intended purpose;
- ! damage occurring during loading or unloading of cargo or luggage; or caused by transported cargo or luggage (this does not apply to damage caused by collision of sports equipment carried on the external luggage rack with objects outside the vehicle);
- ! damage resulting from the following: acts of war, martial law, state of emergency, civil commotion, strikes, lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, detention or seizure of property by authorities, damage caused by nuclear energy, radioactive contamination, laser or maser radiation, or magnetic and electromagnetic fields; landslides, subsidence, earthquakes, or falling trees or masts – where these events are the result of human activity.
- ! damage in vehicles without a valid technical inspection, where the technical condition of the vehicle had an impact on the occurrence or extent of the damage;
- ! damage occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop or exhibit;

- ! damage arising from the use of the vehicle to transport fuels, toxic chemicals, or gases;
- ! damage occurring during the use of the vehicle for driving instruction;
- ! damage occurring during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental,
- ! damage to stolen or otherwise illegally obtained vehicles, or to vehicles whose ownership had not yet been transferred to the Insured at the time of the damage, unless the legal owner had given their consent.



Where am I covered?

- ✓ The Windscreen and Vehicle Glass Insurance is valid on the territory of Poland.



What are my obligations?

Obligations at the beginning of the insurance contract:

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

During the term of the insurance contract, the Insured:

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

When a claim is reported, the Insured is obliged to:

- notify ERGO Hestia of the incident immediately after its occurrence or upon becoming aware of it;
- Provide ERGO Hestia with all documents necessary for the proper processing of the claim;
- comply with ERGO Hestia's instructions and provide it with information and powers of attorney to the extent necessary for the proper claim settlement; refrain from making any alterations to the vehicle or initiating any glass repair without the consent of an authorised representative;
- secure the possibility of pursuing claims for compensation against the parties responsible for the damage;
- use all available means to protect the insured property and prevent or minimise damage.



When and how do I pay?

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



When does the cover start and end?

The insurance contract is concluded for a period of up to 12 months. ERGO Hestia's liability commences on the date and time specified in the insurance contract (policy/certificate) as the start of the insurance period, but not earlier than the day following payment of the insurance premium or the first instalment. The insurance cover ends either upon the expiry of the period for which it was concluded or on the date the sum insured is exhausted.



How do I cancel the contract?

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

Why choose ERGO Hestia Group?

1

Tailor-made insurance.

We offer the possibility to individually configure insurance cover.

2

Nationwide network of advisors.

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

3

We have you covered.

We insure more than 3 million individual clients every year.

4

The trust of the largest companies in the market.

We insure businesses that are crucial to the Polish economy.

5

Over 30 years of experience

We anticipate situations that may affect our clients.

6

Highest quality claims handling.

We settle claims according to a transparent procedure.

7

Open dialogue with clients.

We offer our clients modern and efficient communication channels.

8

Complaints management.

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

9

Client Ombudsman at ERGO Hestia

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

General Terms and Conditions of Windscreen and Vehicle Glass Insurance

CODE: AB-SZ-01/25

Table of Contents

The following table indicates which of the provisions contained in these General Terms and Conditions of No Claims Discount Bonus Protection Insurance regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:	2
General provisions	3
Definitions	3
Subject and scope of insurance	4
Scope of insurance cover	4
Exclusion of liability	4
Excess	6
Sum insured	6
Duties of the Policyholder and the Insured	6
Procedure in the event of an accident	6
Payment of compensation or benefits	7
Conclusion of an insurance contract	7
Conclusion of an insurance contract on behalf of a third party	7
Method of determining and paying the insurance premium	8
Period of insurance and duration of ERGO Hestia's liability	8
Termination of the insurance contract	9
Subrogation	9
Final provisions	10
Statement by the Personal Data Controller	12

Poniższa tabela informuje, które z zawartych w niniejszych Ogólnych Warunkach Ubezpieczenia Ochrony Utraty Zniżki OC postanowień regulują zagadnienia wymienione w art. 17 ust. 1 Ustawy z dnia 11 września 2015 r. o działalności ubezpieczeniowej i reasekuracyjnej.

Name of insurance	Editorial unit number	
	Conditions for the payment of compensation and other benefits or the surrender value of the insurance	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them
Windscreen and vehicle glass	Article 3 Article 4(1) Article 4(3) Article 4(5) Article 5 Article 12(6)	Article 4(2-3) Article 4(5) Article 6 Article 7 Article 8 Article 9 Article 11 Article 11(3) Article 12(3) Article 13(5) Article 24(4)

General provisions

Article 1

1. Under these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business activities, concludes Windscreen and Vehicle Glass Insurance with natural persons, legal entities, and organisational units without legal personality that are granted legal capacity under applicable law (hereinafter referred to as the "Policyholder").
2. ERGO Hestia shall not be liable for the consequences of the failure to disclose, or the misrepresentation of, any circumstances which it inquired about in the insurance application.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

Definitions

Article 2

The terms used in these General Terms and Conditions of Insurance shall have the meanings set out in the definitions below:

1. Emergency Centre	The organiser of Assistance services on behalf of ERGO Hestia.
2. Alternative parts	Parts for which the manufacturer certifies that they are of the same quality as original components for a given type of vehicle.
3. Guarded location	A location under the constant supervision of security guards.
4. Relatives	Spouse, civil partner, siblings, parents, children, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepfather, stepmother, stepchildren, adoptees, and adoptive parents.
5. Third parties	All entities that are not party to the insurance relationship arising from the insurance contract concluded with ERGO Hestia.
6. Vehicle	A vehicle registered in the territory of Poland in accordance with the provisions of the Road Traffic Act of 20 June 1997.
7. Offence	An act committed by a human being that is prohibited by law at the time of its commission, defined as a crime or misdemeanour, which is unlawful, culpable, and socially harmful to a degree greater than negligible.
8. Misappropriation	The act of treating another's movable property or proprietary right as one's own, when it was previously in the possession of the person misappropriating it.
9. Service point	A repair facility authorised by ERGO Hestia to perform repairs or replacements of vehicle windows under these General Terms and Conditions of Insurance.
10. Passenger car	A vehicle registered as a passenger car, a mixed-use passenger/cargo vehicle, or any vehicle registered as a goods vehicle with a payload capacity not exceeding 850 kg.
11. Loss	Damage to or destruction of a vehicle glass directly resulting from an incident covered by the insurance contract.
12. Insured	A person for whom the insurance contract is concluded by the Policyholder or a lessee or creditor in whose favour the vehicle has been transferred as security under a leasing agreement.
13. Excess	The amount by which ERGO Hestia reduces the total compensation payable in respect of a specific loss.
14. Vandalism	The intentional destruction or damage of insured property by third parties.
15. Accident	A future, uncertain event beyond the control of the Insured, including: <ol style="list-style-type: none"> 1) vehicle collision; 2) damage caused by sudden contact with persons, animals, or external objects outside the vehicle; 3) vandalism; 4) damage to the vehicle by sports equipment carried on the external luggage rack due to collision with external objects; 5) fire, explosion, flooding and sudden action of natural forces; 6) sudden action of a thermal or chemical agent from outside the vehicle.
16. Civil partnership	An informal relationship between two persons living together and sharing a household. Such persons must not be related by blood, affinity, or adoption.

Subject and scope of insurance

Article 3

The subject of the insurance is the organisation and coverage of the costs of replacing the windscreen, rear window, and side windows of the vehicle listed in the insurance policy, provided such windows are covered under these General Terms and Conditions of Insurance.

Article 4

1. Under the Windscreen and Vehicle Glass Insurance:

- 1) ERGO Hestia shall arrange and pay for the repair or replacement of a damaged or destroyed windscreen, rear window, or side window of the insured vehicle. Services are provided through a service point designated by ERGO Hestia.
- 2) Coverage applies to glass damaged or destroyed in Poland as a result of any events not excluded under these terms.
- 3) Alternative parts will be used for repairs or replacements.
- 4) If alternative parts are unavailable, original parts will be used.
- 5) If the vehicle is so severely damaged that the repair or replacement of the window is not possible, ERGO Hestia will pay the Insured the equivalent value of a replacement window based on the cost of alternative parts on the date of the loss.
- 6) ERGO Hestia will reimburse the cost of parking the vehicle in a secured facility, up to the actual amount spent, where window repair or replacement cannot be carried out within 24 hours from the claim notification. The costs shall be reimbursed up to the amount of PLN 300 (gross).
- 7) If the vehicle cannot be safely driven due to a damaged window, ERGO Hestia will organise and cover the cost of towing the vehicle within Poland to the nearest service point. If, for reasons beyond its control, the Assistance Centre was unable to arrange a service covered by the insurance or, due to the Insured's health condition, it was not possible to inform the Assistance Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts or invoices, within the scope and up to the limits specified below:
 - a) PLN 150 (gross) for towing up to 25 km from the scene of the incident;
 - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for vehicle loading and unloading if towing exceeds 25 km from the scene of the incident.

2. Costs specified in sections 5–7 are covered within the limits of the insurance sum.

Scope of insurance cover

Article 5

Insurance cover shall apply to losses occurring in the territory of the Republic of Poland in connection with accidents referred to in Article 2 (11) which took place in the territory of the Republic of Poland.

Exclusion of liability

Article 6

1. ERGO Hestia shall not be liable for damages:

- 1) occurring while the vehicle is in motion in:
 - a) vehicles not registered, where registration was required under the law,
 - b) vehicles without a valid technical inspection, where the technical condition of the vehicle had an impact on the occurrence or extent of the damage,
- 2) damage arising from misappropriation of the vehicle by a third party,
- 3) occurring in vehicles illegally imported into the territory of the Republic of Poland;

- 4) damage occurring during use of the vehicle in connection with compulsory military or police service, protest actions or roadblocks,
 - 5) damage resulting from a parked vehicle rolling away.
2. The insurance cover does not include damage to vehicles resulting from theft or another criminal offence, nor damage to vehicles that the Insured did not own at the time the damage occurred, unless the owner has given consent for the compensation to be paid to the Insured. If the owner has not given such consent, the premium paid shall be refunded.

Article 7

1. ERGO Hestia shall not be held liable for:
- 1) Damage caused intentionally by the Insured or by a person with whom the Insured shares a household;
 - 2) Damage resulting from gross negligence on the part of the Insured, unless, under the given circumstances, the organisation and coverage of the cost of windscreen replacement is justified on equitable grounds;
 - 3) Events arising as a result of war, martial law, state of emergency, civil commotion, strikes, lockouts, acts of terrorism or sabotage, as well as confiscation, nationalisation, seizure or requisition of property by any authority, or resulting from nuclear energy, radioactive contamination, laser or maser radiation, or magnetic and electromagnetic fields;
 - 4) Damage caused by landslides, subsidence, earthquakes, or the falling of trees or masts due to human activity;
 - 5) Damage where the driver:
 - a) at the time of the incident or upon arrival of the police was under the influence of alcohol, intoxicants, narcotics, or medication with similar effects;
 - b) fled the scene of the incident, if the driver was the owner of the vehicle or a person with whom the owner shares a household, or another person authorised to use the vehicle;
 - c) at the time of the incident did not hold the legally required driving licence under Polish law, provided the driver was the vehicle owner, someone sharing a household with them, or another person authorised by the owner—unless this had no bearing on the occurrence of the damage.
2. Insurance cover does not extend to damage to property acquired by the Insured or their close relatives as a result of a criminal offence.

Article 8

1. The following types of damage are also excluded from the scope of insurance cover:
- 1) Damage arising as a consequence of using the vehicle contrary to its intended purpose;
 - 2) Damage occurring during loading or unloading of cargo or luggage, or caused by transported cargo or luggage (this does not apply to damage caused by collision of sports equipment carried on the external luggage rack with objects outside the vehicle);
 - 3) Damage occurring while the vehicle was used by the Insured or an authorised driver as a tool for committing a crime, unless this had no impact on the occurrence of the damage;
 - 4) Damage caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series;
 - 5) Damage arising from the use of the vehicle to transport fuels, toxic chemicals, or gases;
 - 6) Damage occurring during the use of the vehicle for driving instruction;
 - 7) Damage occurring during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental,
 - 8) Damage occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop;
 - 9) Damage to glazing that was previously damaged and left unrepaired.
2. The insurance cover excludes damage to vehicle components that are not part of the structural elements of the glass, including anti-burglary and tinted films, decorative trims, and protective strips.
3. ERGO Hestia shall not be liable for any damage, whether directly or indirectly connected with the organisation of the services referred to in Article 4. Where the service is performed at a service centre designated by ERGO Hestia, liability for any damage related to the organisation or execution of the service shall rest with the service centre responsible for the repair or replacement of the damaged or destroyed glass.

Excess

Article 9

The insurance contract includes an excess of PLN 50 payable by the Insured in the event of a windscreen replacement.

Sum insured

Article 10

1. The sum insured constitutes the total liability limit of ERGO Hestia for all incidents occurring during the insurance period and amounts to PLN 5,000 (gross).
2. Following the provision of a service, the sum insured shall be reduced by the amount of the costs incurred by ERGO Hestia. Once the sum insured has been exhausted, the insurance contract shall be terminated.

Duties of the Policyholder and the Insured

Article 11

1. The Policyholder is obliged to inform ERGO Hestia of all circumstances known to them which were inquired about by ERGO Hestia in the insurance offer form or in other correspondence prior to the conclusion of the insurance contract. If the Policyholder concludes the insurance contract through a representative, this obligation also applies to the representative and additionally covers circumstances known to the representative. If ERGO Hestia concludes the contract despite the lack of answers to certain questions, the omitted circumstances shall be deemed irrelevant.
2. During the term of the insurance contract, the Policyholder is obliged to promptly notify ERGO Hestia of any changes in circumstances that may increase the likelihood of a loss, where such circumstances were inquired about by ERGO Hestia in the insurance application form, or other documents prior to the conclusion of the insurance contract.
3. ERGO Hestia shall not be liable for the consequences of any circumstances which, in breach of sections 1 and 2, were not brought to its knowledge. If the breach of section 1 was committed wilfully, it shall be presumed, in case of doubt, that the insured event and its consequences resulted from the undisclosed circumstances referred to in the preceding sentence.

Procedure in the event of an accident

Article 12

1. The Insured is obliged to notify ERGO Hestia of the accident immediately after it occurs or upon becoming aware of it.
2. Notification can be made:
 - 1) via the form available on the website: www.ergohestia.pl or
 - 2) By phone: 801 107 107 or 58 555 5 555.
3. In the event of a deliberate breach or gross negligence in fulfilling the obligation of prompt notification referred to in paragraph 1, ERGO Hestia may reduce the compensation or benefit accordingly, but only if the breach contributed to an increase in the damage or made it impossible for ERGO Hestia to determine the circumstances and consequences of the event.
4. In the event of an accident, the Insured is obliged to use all available means to protect the insured property and prevent or minimise damage.
5. If the Insured wilfully or through gross negligence fails to apply the measures referred to in section 4 above, ERGO Hestia shall be relieved of liability for resulting losses.
6. ERGO Hestia, within the limits of the sum insured, shall reimburse costs incurred as a result of taking reasonable loss prevention measures referred to in section 4, even if such measures prove unsuccessful.

Payment of compensation or benefits

Article 13

1. The beneficiary under the insurance contract shall be obliged to substantiate the validity of the claim.
2. In cases specified in Article 4(1)(5-1), ERGO Hestia shall reimburse the costs on the basis of recognition of the claim by the beneficiary under the insurance contract, following findings made during proceedings concerning the establishment of the facts, legitimacy of claims, and amount of such costs, or following a settlement concluded with the claimant or a final court ruling.

Article 14

1. The costs referred to in Article 4(1)(5-1) will be reimbursed by ERGO Hestia within 30 days of receiving notification of the damage.
2. If it is impossible to clarify the circumstances necessary to establish ERGO Hestia's liability or the amount of costs within the time limit specified in section 1, the costs shall be paid within 14 days from the date on which, exercising due diligence, it was possible to clarify those circumstances. However, ERGO Hestia shall pay the undisputed part of the costs within the time limit specified in section 1.
3. Unless otherwise agreed, the amount paid by ERGO Hestia shall not exceed the amount of the damage suffered.

Conclusion of an insurance contract

Article 15

1. 1. The insurance contract is concluded based on an application, which forms part of the policy and serves as confirmation of the conclusion of the insurance contract.
2. The application should include, at a minimum the following details:
 - 1) the name or company name and address of the Policyholder, as well as their PESEL (Personal Identification Number), REGON (National Business Register Number), and NIP (Tax Identification Number);
 - 2) the name, surname, and address of the Insured, if the insurance contract is to be concluded on behalf of a person other than the Policyholder, as well as their PESEL (Personal Identification Number), REGON (National Business Register Number) and NIP (Tax Identification Number).
 - 3) the insurance period,
 - 4) the number of the Third Party Liability or Comprehensive Motor Vehicle Insurance policy.

Conclusion of an insurance contract on behalf of a third party

Article 16

1. The Policyholder may conclude an insurance contract on behalf of a third party.
2. ERGO Hestia shall have the right to claim payment of the premium exclusively from the Policyholder. Any objection that may affect ERGO Hestia's liability may also be raised against the Insured.
3. The Insured is entitled to claim compensation directly from ERGO Hestia, unless otherwise agreed; however, such an agreement cannot be concluded after an insured event has occurred.
4. The Insured may request that ERGO Hestia provide information regarding the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance, insofar as they concern the Insured's rights and obligations.
5. If the insurance contract is concluded on behalf of another party, the Policyholder is obliged to provide the Insured with the General Terms and Conditions of Insurance. If the Insured agrees with the Policyholder to finance the premium cost, the Policyholder must provide the Insured with the General Terms and Conditions of Insurance before obtaining the Insured's consent. The Insured is required to confirm in writing that they have received the General Terms and Conditions of Insurance. The Policyholder must submit this written confirmation to ERGO Hestia.

Method of determining and paying the insurance premium

Article 17

1. The insurance premium is determined following a risk assessment and is payable as a lump sum.
2. The amount of the premium depends on:
 - 1) the period of insurance agreed in the insurance contract,
 - 2) the type of vehicle.
3. When determining the amount of the premium, the conclusion of the following contracts with ERGO Hestia in relation to the vehicle insured under these General Terms and Conditions of Insurance shall be taken into account:
 - 1) a third-party liability insurance contract for motor vehicle owners, or
 - 2) a comprehensive motor vehicle insurance contract covering loss, destruction, or damage to the vehicle.

Period of insurance and duration of ERGO Hestia's liability

Article 18

1. The period of insurance shall be specified in the Insurance contract.
2. The commencement date and time of the insurance period shall be as agreed between the parties and stated in the insurance contract.
3. The insurance contract may be concluded for one year or for a period shorter than one year (short-term contract).
4. The insurance contract is concluded for the same insurance period as specified in the insurance contract for:
 - 1) third-party liability insurance for motor vehicle owners for damage caused by the operation of such vehicles, or
 - 2) a comprehensive motor vehicle insurance contract covering loss, destruction, or damage to the vehicle.

Article 19

1. ERGO Hestia's liability shall commence on the date and time indicated in the insurance contract as the start of the insurance period, provided that the premium is paid within the time limit specified in the contract, subject to section 2.
2. If ERGO Hestia assumes liability before payment of the premium and the premium is not paid on time ERGO Hestia shall terminate the contract with immediate effect and demand payment of the premium for the period during which cover was provided. In the absence of notice of termination, the insurance contract shall be terminated at the end of the period for which the unpaid premium was due.

Article 20

1. If payment is made by bank transfer or postal order, the date of payment shall be deemed the date of submission of the payment order at the bank or post office, provided that the Policyholder's account held sufficient funds at the time of the transfer. Otherwise, the date of payment shall be deemed the date on which ERGO Hestia's account is credited with the appropriate amount.
2. Payment of an amount lower than that specified in the insurance contract shall not be considered as valid payment of the premium.

Article 21

ERGO Hestia's liability shall terminate upon expiry of the insurance period unless terminated earlier.

Termination of the insurance contract

Article 22

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If, at the latest by the time of conclusion of the contract, ERGO Hestia did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the Policyholder, as a consumer, became aware of this right.
2. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014 whichever is later. The time limit shall be deemed observed if the statement is sent before its expiry.
3. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided insurance cover.
4. The Policyholder may withdraw from the contract in the manner set out in Article 27.
5. If the vehicle is sold, the rights under the insurance contract may be transferred to the purchaser, subject to ERGO Hestia's consent. The transfer of these rights requires ERGO Hestia's consent.
6. In the event of a transfer of the rights referred to in section 5, the obligations that were incumbent on the transferor shall also be transferred to the transferee, unless otherwise agreed by the parties with ERGO Hestia's consent. Notwithstanding this transfer of obligations, the transferor shall remain jointly and severally liable with the transferee for the payment of the premium due up to the date of transfer of ownership of the insured object.
7. If the rights referred to in section 5 have not been transferred to the purchaser of the insured item, the insurance relationship shall be terminated at the moment ownership of the insured item passes to the purchaser.
8. In the event of a transfer of vehicle ownership:
 - 1) from the lessor to the lessee, or
 - 2) from the bank to the borrower,
 the insurance contract shall not be terminated. However, following the transfer of ownership, the Policyholder may terminate the insurance contract with effect from the date on which their notice of termination is delivered to ERGO Hestia.
9. The provisions of sections 5–7 do not apply to the assignment of claims that have arisen or may arise as a result of an event covered by the insurance contract (e.g. compensation).
10. The provisions of sections 5–7 also apply to forms of transfer of vehicle ownership other than sale.
11. The insurance contract is also terminated:
 - 1) when the vehicle is deregistered,
 - 2) when the sum insured is exhausted.

Article 23

1. If the insurance contract is terminated due to withdrawal, transfer of rights to the purchaser of the insured item, or deregistration of the vehicle, the premium for the unused period of insurance shall be refunded at the request of the Policyholder, subject to sections 2–4.
2. In the event of a transfer of vehicle ownership in the situations specified in Article 22(5) and (8), the application for reimbursement of premium shall additionally require documentation of the transfer of ownership of the vehicle.
3. The unused insurance period shall be calculated from the day following the termination of the insurance contract.

Subrogation

Article 24

1. On the date ERGO Hestia covers the cost of replacing damaged windows, the Insured's claim against the third party responsible for the damage is, by operation of law, transferred to ERGO Hestia up to the amount of the costs covered. If ERGO Hestia has covered only part of the loss, the Insured shall retain priority in recovering the remaining portion of the loss before any subrogated claim by ERGO Hestia.

2. Claims of the Insured against individuals with whom they share a common household shall not be transferred to ERGO Hestia, unless the damage was caused intentionally by the perpetrator.
3. The Insured is obliged to secure the right to pursue claims for compensation against persons liable for the damage.
4. If the Insured, without ERGO Hestia's consent, waives all or part of the rights to claim against third parties for the damage, ERGO Hestia may refuse to cover costs in full or in the proportion corresponding to the rights waived. If the costs have already been covered, ERGO Hestia may demand repayment in full or in the amount equal to the waived portion of such rights.

Final provisions

Article 25

If circumstances arise that materially affect the likelihood of an insured event occurring, either party may request an appropriate adjustment to the premium amount, effective from the date the circumstance arose, but not earlier than the commencement date of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the insurance contract with immediate effect.

Article 26

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

Article 27

1. All notices and declarations of the contracting parties shall be made in writing against a receipt or sent by registered mail, subject to section 3.
2. Both parties are obliged to inform each other of any change of residential address or registered office.
3. The parties may agree in the insurance contract that notices and declarations shall be delivered by electronic means (email), text messages (SMS), fax or telephone, to the email address, electronic delivery address, helpline number of ERGO Hestia, mobile or landline telephone number indicated by the Policyholder.

Article 28

To matters not governed by these General Terms and Conditions of Insurance, the applicable provisions of law shall apply.

Article 29

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

Article 30

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

President Of The Management Board



Artur Borowiński

Vice-President of the Management Board



Adam Roman

Appendix No. 1 to the General Terms and Conditions of Windscreen and Vehicle Glass Insurance

Statement by the Personal Data Controller

Personal Data Controller

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

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

Data Protection Officer

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

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

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

Purposes of Personal Data Processing

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

PURPOSES OF DATA PROCESSING ADDITIONAL INFORMATION

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

Od kogo możemy pozyskać Pani/Pana dane osobowe, aby zawrzeć umowę na Pani/Pana rzecz

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

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

Legal basis for the processing of your personal data

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

Recipients of your personal data

Your personal data may be transferred to:

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

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

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

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

We may transfer data to a third country:

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

Recipients of data in third countries may include:

- state authorities designated by law to collect information about the incident,

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

We will transfer your personal data if it is necessary:

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

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

Data subject rights in relation to personal data processing

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

To exercise these rights, please contact us.

Retention period of your personal data

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

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

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

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

Information about the requirement to provide data

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

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

Providing personal data for marketing purposes is voluntary.