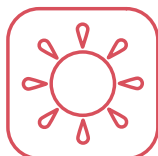




The highest standard of protection

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

Almost 30 years of experience.

We anticipate the situations that may happen to our Customers.

6

The highest quality of claim adjustment.

We adjust claims based on a transparent procedure.

7

Open dialogue with the Customer.

We communicate with Customers via the on-line Idea Forum.

8

Complaint management.

We listen to our Customers and analyse complaints.

9

ERGO Hestia Customer Spokesperson.

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
- Organisation of cash-free medical assistance 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 can you insure in ERGO Travel?

- health and life, also of relatives
- third-party liability insurance
- 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 Insurance

The insurance covers:

- immediate necessary assistance in case of sudden illness or accident, e.g. hospital, outpatient and dental treatment, medical consultations and 24-hour 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 on the sea** i.e. search carried out by specialist rescue services, and **medical assistance at the scene** – up to the amount of the sum insured.

The sum insured can amount **up to PLN 1 million**.



Travel Assistance Insurance

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, when the inability to speak a foreign language prevents contact 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 breakdown or delay of a means of transport and fortuitous events you can **extend your coverage by 48 hours** without the necessity to pay an additional premium.

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



Personal Accident Insurance

The insurance covers:

- permanent disablement or death as a result of an 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 Insurance

The insurance covers:

- private life activities – liability for losses relating to 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 losses caused by children
- instructor's third-party liability insurance – liability for losses caused to third parties by the Insured due to failures in professional activities of the sports instructor

The sum insured can amount **up to PLN 1 million**.



Insurance against loss, damage to or destruction of luggage (Luggage)

The insurance covers:

- loss, damage to or destruction of personal effects, such as a phone, tablet or keys
- the protection also covers the 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?

Under 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 sudden illness or 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.

Under 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.



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



Competitive Sports – you get coverage against the consequences of accidents relating to practicing 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 information on concluded contracts, payments and reported losses.

- 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 the 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 activities can you perform in iHestia on your own or with the Agent's support?



Claim report

Claim report

Report a claim.

You will get a clear summary and access to the information on the progress of the loss adjustment process. You can also report a claim by phone at: +48 58 550 7 012.



Policy configuration

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.



Policy editing

Managing a concluded contract

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



Change of the owner

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



Payments

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



Documents for downloading

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

Important!

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



General Terms and Conditions of ERGO Travel Insurance

C-EP-01/19

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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	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance	§ 3	§ 20, § 26, § 27 section 2, § 28 section 3
Medical Assistance and Medical Expenses, Travel Assistance	§ 5 sections 1–3, § 6 sections 1–2, § 7 section 1, § 7 section 4	§ 7 section 2, § 8
Personal Accidents	§ 9 sections 1–2, § 31 section 1, § 31 section 5, § 31 section 7	§ 10, § 31 sections 3–4, § 32 section 2
Third-party Liability	§ 11 sections 1–3	§ 11 sections 5–6, § 12
Luggage	§ 13 sections 1–2, § 13 sections 4–5	§ 14
Sports Equipment	§ 15 sections 1–2	§ 16
Travel Accident	§ 17 section 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 be also binding on the insured persons, if they are not a party to the insurance contract (Customer) at the same time.
2. ERGO Hestia is the controller of personal data. The data subject may contact the Controller of personal data:
 - 1) in writing — to the address ul. Hestii 1, 81-731 Sopot;
 - 2) by calling 801 107 107 or 58 555 55 55.
3. 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. The data subject may contact the Data Protection Officer:
 - 1) in writing — to the address ul. Hestii 1, 81-731 Sopot;
 - 2) via the e-mail address: iod@ergohestia.pl;
 - 3) by using the form in the Personal Data Protection section of the website www.ergohestia.pl.
4. The personal data controller processes personal data for the purposes of:
 - 1) assessment of insurance risk to present an insurance offer, conclusion of an insurance contract or provision of insurance coverage – we will use profiling for those purposes and for the purpose of calculating the insurance premium. Decisions will be made on the basis of data collected in the process of concluding an insurance contract or providing insurance coverage (if the contract is concluded remotely, such decisions will be made automatically without human intervention). Decisions will be based on automated assessment of the insurance risk of concluding a contract with you. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. In the case of renewal of the insurance contract for a subsequent period, decisions will be made automatically (without human intervention) on the basis of data collected in the process of concluding and performing the original insurance contract. Subject to a separate consent, assessment of insurance risk may also take into account data obtained via the Credit Information Bureau (BIK) and the National Debt Register (KRD);
 - 2) performance of the insurance contract, including without limitation the performance of insurance actions related to claim adjustment. If a claim is reported, profiling is used in order to determine the claim adjustment procedure. Decisions to determine the claim adjustment procedure will be made on the basis of loss data collected in the process of reporting the claim and loss data maintained in the controller's database. For example, if no claim has been reported under any policy in the past year, it is likely that the claim will be adjusted according to simplified procedures i.e. without visual assessment of the vehicle or property by ERGO Hestia representatives;
 - 3) risk reinsurance;
 - 4) enforcement of claims;
 - 5) direct marketing of own products and services of the personal data controller; profiling will be used for direct marketing of own products and services. This implies that we will use your data to define a marketing profile and customise an offer tailored to your needs;
 - 6) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
 - 7) handling of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
 - 8) 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;
 - 9) analytical and statistical purposes.

5. The legal basis of the processing of personal data is as follows:
 - 1) the processing of personal data is necessary for the assessment of insurance risk, conclusion of an insurance contract or provision of insurance coverage, performance of the insurance contract, risk reinsurance;
 - 2) legitimate interest pursued by the personal data controller, including direct marketing of own products and services of the personal data controller, enforcement of claims under a concluded insurance contract, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the provision of insurance coverage and the conclusion of an insurance contract, analytical and statistical purposes;
 - 3) legal obligation of the personal data controller (under national and international law, including European Union law); 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;
 - 4) consent if given voluntarily.
6. Personal data may be disclosed to: reinsurers, medical service providers, other insurers in the event of separate consent given for the purposes of assessment of insurance risk and determination of the right to a benefit and its amount, other entities in the event of separate consent given for the purposes of direct marketing of their products and services, other personal data controllers in the case of legitimate interest pursued by the data controller, and other personal data processors contracted by ERGO Hestia including without limitation IT service providers, processors responsible for debt enforcement, providers of record filing services, providers of insurance claim adjustment services, organisers or providers of risk assessment or insurance claim adjustment services, insurance agents.
7. ERGO Hestia will transfer personal data to recipients in non-European Economic Area countries if necessary for the performance of the insurance contract. ERGO Hestia will ensure the adequate protection of such data. Please contact the controller or the Data Protection Officer for information about how to obtain a copy of such protection and where it has been made available.
8. The data subjects whose personal data are processed by ERGO Hestia have the following rights in relation to the processing:
 - 1) the right of access to personal data;
 - 2) the right to rectification, erasure or restriction of processing;
 - 3) the right to object to the processing of personal data to the extent that such data are processed for the purposes of direct marketing including profiling;
 - 4) the right to portability of personal data, 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) the right to withdraw consent, which does not affect the lawfulness of processing based on consent before its withdrawal;
 - 7) for automated decision-making, the right to obtain the explanation of the grounds for the decision, to contest the decision, to express his or her point of view and the right to require human intervention in order to review the data and get an individual decision.
9. To exercise any of the rights defined in point 8, please contact the controller or the Personal Data Officer.
10. 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.

11. The provision of personal data is necessary for the purposes of assessment of insurance risk, the conclusion of an insurance contract or the provision of insurance coverage and the performance of the insurance contract. Failure to provide personal data will prevent the conclusion of the insurance contract or the provision of insurance coverage. The disclosure of personal data for any other purpose e.g. for marketing purposes is optional.

§ 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	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
Accident	In the Third-Party Liability Insurance – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Accident in the land, water and air transportation	Accident, in which the Insured: a) was the participant of a catastrophe or accident of the vehicle going on the road (in a role other than a driver or passenger); b) was the driver or the passenger of the vehicle going on the road, involved in the 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 c) was the passenger of water, air or rail vehicle (including the train, subway, cable car and cable and track car) involved in an accident or catastrophe
Accompanying person	A person travelling with the Insured or indicated by him or 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
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 the premises (and in the Luggage Insurance also from a car boot, a camper, a caravan, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender and obtained as a result of an offence as well as the destruction of the subject of insurance directly related to the commitment of burglary or attempt at committing a burglary
Chronic disease	A disease 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 conclusion of the insurance contract, during which the symptoms may periodically flare up or recede
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
Country of residence	The country, in which the Insured: a) is covered with social or medical insurance (except for stay for the educational purposes); or b) resides continuously (excluding trips lasting no longer than 30 days) for at least a 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	An individual, including sole proprietors and sole traders, concluding the insurance contract (the Policyholder)
Damage to property	In the Third-Party Liability Insurance – losses due to destruction of or damage to a movable item or a real estate possessed by the aggrieved party as well as lost benefits that they might obtain if their property was not 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

TERM	WHAT DOES IT MEAN?
Domestic partnership	An informal union of two people living together and maintaining a household together. Individuals in a domestic partnership may not be related by blood, affinity or adoption
Emergency Centre	The organizer providing assistance benefits 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 accident — in the Medical Assistance and Medical Expenses Insurance and the Travel Assistance Insurance; b) accident — in the Personal Accident Insurance; c) loss, destruction or damage — in the Luggage Insurance and the Sports Equipment Insurance; d) death — in the Travel Accident Insurance
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 volcanic explosion; t) flooding — the activity of liquids being a result of: 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 or cracked aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building; u) subsidence
Loss	A direct consequence of the event or accident covered by the insurance contract: a) financial detriment — in the Luggage Insurance, in the Sports Equipment Insurance and in the Passes and Courses Insurance; b) death, bodily injury, loss of bodily function or financial detriment — in the Personal Accident Insurance; c) death — in the Travel Accident Insurance; d) personal injury or damage to property — in the Third-party Liability Insurance
Luggage	Personal effects of the Insured which are taken for 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, 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: a) clothing and other personal effects; b) portable photo and video recording equipment, electronic appliances, watches, as well as musical instruments; c) pushchairs, non-registrable wheelchairs, and medical and rehabilitation equipment. Sports equipment and drones shall not be regarded as luggage within the meaning of this definition
Monetary values	Gold and silver coins that do not constitute means of payment, non-utility items: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash;

TERM	WHAT DOES IT MEAN?
Personal injury	In the Third-Party Liability Insurance – losses due to death, bodily injury or loss of bodily function as well as the benefits lost by the aggrieved party that they might obtain if they had not suffered a bodily injury or loss of bodily function
Polluting substance	Substances in the form of smoke, fumes, gas, soot, liquids, waste, if they cause or may cause contamination or pollution of water, soil, air
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party, which does not result from a damage to property, personal injury or any infringement of the personal interests
Relatives	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, stepchild, adopted and adoptive parent
Robbery	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 in respect of the seized object remaining in direct contact with the Insured
Safe country	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
Sports equipment	Accessories, including clothing, footwear, protective headwear and pads, necessary to practice a sport in sports disciplines covered by insurance, including skis, snowboard, golf clubs, bicycle, surfboard
Sports instructor	A person having qualifications entitling them to conduct training and holding an instructor’s certificate awarded by a competent organisation
Sudden illness	Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention
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, to intimidate people and disorganize 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, and in the case of conclusion of the insurance contract in favour of a person other than the Policyholder (including a group insurance contract), the third party shall be also the other Insured who are not relatives of the Insured (aggrieved party)
Travel	Stay of the Insured away from the Republic of Poland or the country of residence. In the case of air or waterways transport, clearing through customs shall be deemed the beginning of travel
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, apprenticeships and traineeships
Works of art	Objects of artistic value, such as: a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided that they are made entirely by the artist, as well as the casts of such sculptures and statues, the number of which is limited to 8 copies and the making of them was supervised by the artist or their heirs; b) tapestries and wall textiles made by hand based on original designs provided by artists, provided that their number is limited to 8 items; 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 1,000,000
 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	✓ sum insured PLN 200 000	✓ sum insured PLN 500 000	✓ sum insured PLN 1 000 000
 Luggage Insurance	✓ sum insured PLN 1000	✓ sum insured PLN 5000	✓ sum insured PLN 10 000
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 1000		
Territorial scope	Worldwide, except the United States, Canada, China and Japan	Worldwide	Worldwide
Extensions of insurance scope			
 Manual labour	+	+	+
 Terrorism in the territory of a safe country (applicable to Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance)	✓	✓	✓
 Terrorism in the territory of a dangerous country (applicable to 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
 – outside the scope of insurance
 + subject to payment of additional premium

II. Scope of ERGO Hestia's liability

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

§ 4

1. ERGO Hestia's liability 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 Insurance

§ 5

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

OPTIONS	I	II	III
Medical assistance	✓	✓	✓
Transport	✓	✓	✓
Rescue	✓	✓	✓
Travel Assistance			
Care Assistance	✓	✓	✓
Help in interpretation	✓ PLN 1000	✓ PLN 1000	✓ PLN 1000
Onward travel	✓ PLN 2000	✓ PLN 2000	✓ PLN 2000
Substitute driver	✓ PLN 4000	✓ PLN 4000	✓ PLN 4000
Substitute on a business trip	–	–	✓ PLN 3000
Extension of protection by 48 hours	✓	✓	✓
Delay or cancellation of a means of transport	✓ PLN 500	✓ PLN 500	✓ PLN 500
Securing real estate in Poland	✓ PLN 1000	✓ PLN 1000	✓ PLN 1000
Travel interruption	✓ PLN 1000	✓ PLN 1000	✓ PLN 5000

OPTIONS	I	II	III
Coverage of a coffin or urn purchase costs	✓ PLN 5000	✓ PLN 5000	✓ PLN 5000
Legal aid	–	–	✓ PLN 10 000

- ✓ within the scope of insurance
– outside 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 benefits include:

TYPE OF SERVICE	SCOPE OF SERVICE
Medical assistance	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	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
Rescue	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 benefits include:

TYPE OF SERVICE	SCOPE OF SERVICE
Care Assistance	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 a travel or at the place of residence in Poland, or during a different travel; f) care of domestic animals accompanying the Insured during a travel left without care of an adult
Help in interpretation	In the situation when due to the lack of knowledge of a foreign language the Insured needs help in contact 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 the Emergency Centre physician
Substitute driver	Arranging for 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 by their car, if the driver's health condition prevents the driver from driving a car, by which he/she previously travelled, and none of the accompanying persons can drive the vehicle. If the Insured returns back by another means of transport, the Emergency Centre shall arrange and cover the costs of bringing the car back to Poland or to the country of residence of the Insured. The costs of arranging the substitute driver include only the costs of hiring the driver and his 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
Additionally, irrespective of the occurrence of accident or sudden illness, the Travel Assistance insurance also covers the following assistance services:	
Extension of protection by 48 hours	Extension of the insurance period by 48 hours without the necessity to pay 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: a) failure of a means of transport or accident in the 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, a reimbursement of the necessary and justified expenses (board 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.
Securing real estate in Poland	Arrangement and coverage of the costs of necessary and justified actions taken to secure real estate in Poland in the case of a fortuitous event or burglary that result in damage to or destruction of the real estate.
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: a) sudden illness or 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) occurrence of 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, after their approval by the Emergency Centre.
Legal aid	Arrangement and coverage of the costs of legal aid, legal representation and interpreter, and ensuring the intermediation in providing the bail if the Insured, while being outside of Poland or the country of residence, breaches the laws of the country where the Insured stayed. The legal aid shall not be granted where it is related to the work performed by the Insured or business activity conducted thereby.

§ 7

- In Medical Assistance and Medical Expenses Insurance and Travel Assistance Insurance, ERGO Hestia shall cover the documented costs of treatment and immediate assistance:
 - relating to examinations and outpatient treatment, medicine (exclusive of vitamins, supporting substances, nutrients, beauty ointments and creams), orthopaedic and auxiliary products, infusion fluids and wound dressings prescribed by the attending physician;
 - during a hospital stay, i.e. 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 to the hospital by suitable means of transport, inform the hospital about the payment terms and remain in constant contact with the hospital;
 - repair or purchase of glasses, and repair of prosthesis immediately after the accident, in case when damage is directly related to the event.
- The Emergency Centre shall decide about the advisability, 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 the Medical Assistance and Medical Expenses Insurance and the Travel Assistance Insurance in relation to the consequences of such accident or such sudden illness.
- Benefits are arranged by the Emergency Centre, which selects 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 benefit 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 do not cover losses 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 this contributed to the loss sustained;
 - 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 an 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 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 covers the consequences of accidents suffered by the Insured during travel. The scope of insurance is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
Personal accident benefit			
Death of the Insured	✓ 100% of the sum insured	✓ 100% of the sum insured	✓ 100% of the sum insured
Permanent disablement	✓	✓	✓
100% disablement	✓ 200% of the sum insured	✓ 200% of the sum insured	✓ 200% of the sum insured

OPTIONS	I	II	III
Rehabilitation in Poland	–	–	✓ PLN 10,000 limit
✓ within the scope of insurance – outside the scope of insurance			

2. 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 100% of the sum insured
Rehabilitation in Poland – arrangement and coverage of the costs of:	Benefit limits under the insurance contract
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 accident	4 times

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

§ 10

Personal Accident Insurance shall not cover:

- 1) damage to intervertebral discs and its consequences;
- 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 accidents arising out of or in connection with any illness, if it had an influence on the occurrence of loss;
- 4) infections, except for the Insured's infection caused by a micro-organism as a result of injuries suffered in a personal accident covered by the insurance.

Third-Party Liability Insurance

§ 11

1. Third-Party Liability Insurance covers the third-party liability of the Insured:

- 1) for losses or damage to property or personal injuries during the Insured's travel caused to third parties in connection with private life activities;
- 2) in Option III also for losses or damage to property or personal injuries during the Insured's travel caused to third parties in connection with practising the profession of a sports instructor.

2. The insurance contract covers losses and damage to property or personal injuries occurring as a result of the accident, which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same

cause shall be deemed as one accident regardless of the number of 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:

OPTIONS	I	II	III
Persons covered by insurance			
The Insured	✓	✓	✓
Minor children of the Insured	✓	✓	✓
Scope of insurance			
Damage to property or personal injuries caused in relation to the use or possession of house or apartment (including rented house and apartment)	✓	✓	✓
Damage to property or personal injuries resulting from flooding not attributable to the Insured	✓	✓	✓
Damage to property or personal injuries caused in relation to the possession and use of property, including the property used by the persons covered by the insurance under rental, tenancy, loan, lease agreement or other related legal relationship	✓	✓	✓
Damage to property or personal injuries caused in relation to care of minor children	✓	✓	✓
Damage to property or personal injuries resulting from practising recreational sports, using sailing equipment	✓	✓	✓
Damage to property or personal injuries occurring in relation to possession of domestic animals (also being under the care of the Insured)	✓	✓	✓
Other damage to property or personal injuries caused to third parties in connection with private life activities	✓	✓	✓
Instructor's third-party liability insurance Exercise of professional activities of the sports instructor i.e. action or omission connected with exercise of professional activities of the instructor confirmed by certificates of completion of relevant courses, issued by competent organisations and offices, provided that such activities are exercised as part of professional activities of the instructor (limit of liability PLN 100,000 within the policy limit)	–	–	✓

✓ within the scope of insurance

– outside 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 the employment relationship with each other or bound by the 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) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
 - 2) necessary 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 losses or damages:
- 1) for which the Insured is responsible, as he/she has contractually assumed liability of a third party, or expanded the scope of his/her liability under generally applicable provisions of law;
 - 2) caused to relatives of the persons covered by insurance;

- 3) involving the occurrence of pure financial losses;
 - 4) occurring in monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, works of art and collections;
 - 5) arising from the possession or use of motor vehicles, aircraft. ERGO Hestia shall not apply the exclusion to drones with a take-off mass of up to 5 kg, vessels and flying equipment, except gliders, paragliders, powered gliders, powered paragliders and remotely controlled flying models;
 - 6) covered by obligatory third-party liability insurance policies which are required of the Insured;
 - 7) to any vessels or sailing equipment. ERGO Hestia shall not apply the exclusion to canoes, paddle boats, rowing boats and boards for all varieties of surfing;
 - 8) resulting from the 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 proper performance of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation.
2. Additionally, in Option III of the Third-Party Liability Insurance, the coverage shall not include third-party liability for losses 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. Insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

Luggage Insurance

§ 13

1. The Luggage Insurance covers a loss, damage to or destruction of luggage all over the world, 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 COVERED	EVENTS COVERED BY INSURANCE
Direct care of the Insured	a) robbery
Loss of possibility to take direct care by the Insured or the accompanying person as a result of 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 it was not visible from the outside	a) burglary; b) fortuitous events
Transporting: 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 damage 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:

OPTIONS	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
– outside the scope of insurance

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

TYPE OF SERVICE	SCOPE OF SERVICE
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 expenses incurred for the purchase of essentials (hygiene products, clothes, shoes) required for travelling in a given geographical latitude
Loss of means of payment	In the case of loss, damage to or destruction of means of payment held by the Insured during the 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 the travel by the Insured, lost, damaged or destroyed as a result of events mentioned in section 2.

§ 14

- The Luggage Insurance shall not cover:
 - losses consisting only in damage to or destruction of luggage containers, except for losses in external cargo carriers;
 - any damage or destruction being a consequence of events caused by a relative of the Insured.
- ERGO Hestia shall not be held liable for losses 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, the Insured is obliged to report the event immediately after the termination of the obstacles preventing it.
- The insurance shall not cover:
 - monetary values and cash;
 - antiques, works of art, collections;
 - jewellery;
 - medications;
 - property acquired for resale;
 - property used for the purposes of commercial, service or production activity, apart from property purchased by the Insured who is a sole trader, and property lent to the Insured by their employer;
 - 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 Insurance

§ 15

1. The 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 § 13 section 2.
2. 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 the amount of 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 under a relevant freight document.
3. ERGO Hestia shall not be liable within the scope indicated in § 16 and § 20.

§ 16

1. The Sports Equipment Insurance shall not cover losses:
 - 1) caused by using equipment not in accordance with its intended purpose, indicated in the operating manual for this equipment issued by the manufacturer;
 - 2) consisting in the loss of the value or aesthetic values 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 this equipment issued by the manufacturer;
 - 3) in the sports equipment rented, borrowed by the Insured or entrusted thereto.

Travel Accident Insurance

§ 17

1. The Travel Accident Insurance shall cover death of the Insured as a result of an accident in the land, water and air transportation during travel.
2. ERGO Hestia shall not be liable within the scope indicated in § 18 and § 20.

§ 18

The 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 disturbances or illnesses resulting from abuse of psychoactive substances or diseases of the nervous system;

- 7) the Insured's driving the land, water or air vehicle without the licence.

Passes and Courses Insurance

§ 19

1. In the 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 lost the possibility of using them as a result of an accident or sudden illness.

General exclusions of ERGO Hestia from liability

§ 20

1. ERGO Hestia shall not be liable for injury, loss or damage:
 - 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 or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields, ionization radiation, influence of biological and chemical weapons, and resulting from chemical or biological contamination;
 - 6) occurring as a result of landslides, subsidence, earthquakes, falling trees or masts – as a result of human activities;
 - 7) occurring as a result of systematic (i.e. regular and repetitive) influence of noise, vibration, smoke, temperature, water or weather conditions;
 - 8) to property, into possession of which the Insured or their relatives came as a result of an offence;
 - 9) caused by the Insured as a result of committing or an attempt to commit an 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, unless the Insured's condition had no influence on the loss.
 - 11) arising as a consequence of losses caused by or being the consequence of practising hazardous professions and professions not listed in Appendix 1 to the General Terms and Conditions of Insurance;
 - 12) arising as a consequence of losses caused by or being the consequence of practising sport disciplines not listed in Appendix 1 to the General Terms and Conditions of Insurance.
2. The exclusions referred to in section 1 items 1) and 2) shall not apply to the Personal Accident Insurance, the Medical Assistance and Medical Expenses Insurance, and the Travel Assistance Insurance.
3. The exclusion of losses caused due to gross negligence and referred to in section 1 items 5) and 6) shall not apply to the Third-Party Liability Insurance.
4. The exclusion of losses referred to in section 1 item 4) shall not apply to the Medical Assistance and Medical Expenses Insurance, the Travel Assistance Insurance, and the 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 losses 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.

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 will occur in the insurance period for individual types of insurance (in Third-Party Liability Insurance - for all accidents which will 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 benefits provided by ERGO Hestia, except for the costs of transport benefits in the 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 1 000 000
 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 1000	PLN 5000	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 1000	

IV. Obligations of the Customer/the Insured

§ 23

1. The obligations of the Insured comprise:
 - 1) providing ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification or notifying ERGO Hestia immediately about inability to provide such documents;
 - 2) immediately informing the Police about every event which could occur as a result of an offence or minor offence and submitting a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) adherence to ERGO Hestia recommendations and providing information and authorizations to the extent necessary for proper claim adjustment.
2. The Insured is obliged to inform ERGO Hestia before commencing treatment of the costs of treatment exceeding PLN 2,000 (gross) and to 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 the Third-Party Liability Insurance the obligations of the Insured comprise:
 - 1) immediately informing the building administrator about any event of flooding of the apartment;
 - 2) leaving the site where the event occurred untouched until the representative of ERGO Hestia arrives, unless it is necessary to safeguard the remainder property or decrease the amount of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to the ERGO Hestia, it did not start the claim adjustment process within 7 days upon receipt of the notification about the event.
4. If criminal proceedings were initiated against the person who caused the event, or if the aggrieved party pursues claims for compensation in court, the Insured is obliged to notify ERGO Hestia immediately.
5. In the event that the insurance contract is concluded on behalf of someone else, the Customer undertakes to 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 the Medical Assistance and Medical Expenses Insurance, Travel Assistance Insurance, and Personal Accident Insurance, if the event occurs, the Insured is also required to:
 - 1) undergo treatment and follow recommendations in order to mitigate the effects of a sudden illness or an accident;
 - 2) undergo examination carried out 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 Insurance 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 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 Insurance

§ 25

Moreover, in the Luggage Insurance and in the Sports Equipment Insurance, the Insured is obliged to:

- 1) immediately report to the police unit in the country where the event occurred any damage caused as a result of an offence or a minor offence by submitting a list of lost or damaged items with their values, and obtain a written confirmation of reporting the loss or damage;
- 2) immediately report any loss of or damage 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 reporting the damage;
- 3) in the case of a luggage delay, report this fact to the carrier and obtain a document from him 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 sections 1–3, § 24 and § 25, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of the loss, determination of causes of the event, its circumstances and the amount of compensation and has a causal relationship with the resulting loss.

§ 27

1. The Insured is obliged to secure the possibility to assert claims for damages against persons responsible for the loss.
2. If the Insured waives all or part of their 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, and if the compensation was already paid, it 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. Loss report and determination of the extent and amount of damages or benefits

§ 28

1. The Insured is obliged to 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 7 012; or
 - 2) by email at podroze@ergohestia.pl; or
 - 3) through the 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 compensation or benefit by the relevant amount, only if the breach contributed to increasing the extent of 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 eligible person 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. ERGO Hestia pays the indisputable 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 translated 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 the Personal Accident Insurance, ERGO Hestia shall pay the benefit for death only if it occurred within a year from the date of accident.
2. The determination of causal relationship between the accident and the loss, and the type and degree of permanent disablement shall be done based on proofs and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to an organ or system, the functions of which were impaired before the accident, the permanent disablement degree shall be determined as the difference between the disablement before and after the accident, taking into account the events that occurred within one year from the date of the accident.

4. If the Insured suffers several disablements, ERGO Hestia pays 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 relation to rehabilitation in Poland shall be the occurrence of an accident during the Insured's travel that requires the continuation of rehabilitation treatment in the territory of Poland.
6. ERGO Hestia asks for the opinion of medical consultants so as to determine the degree of permanent disablement.
7. The rehabilitation benefits in Poland listed in the table in §9 section 2 are performed for a period no longer than a year from the date of accident and are 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 designate the beneficiary entitled to receive the benefit, the benefit shall be granted 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) the other heirs of the deceased – in equal shares.

Luggage and Sports Equipment Insurance

§ 33

In the Luggage Insurance and the Sports Equipment Insurance, the amount of compensation is 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. The amount of the premium shall be determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium depends on:
 - 1) the risk level assessment with 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 shall be 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.
2. If payment is made via a bank transfer or postal order, the payment date is the date when the payment was ordered in the bank or at the post office, provided that, when paying via a bank transfer, there were enough funds on the Customer's account; otherwise the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.

VII. Termination of insurance contract

§ 36

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer has the right to withdraw from the contract within 7 days of its conclusion; however, if the Customer is a consumer, this time limit shall be 30 days. If ERGO Hestia fails to inform the Customer being a consumer about their 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 being a consumer learns about this right.
2. A consumer who concluded an insurance contract by remote means may withdraw from the contract 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 is considered observed if the declaration of withdrawal is sent 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. Such a withdrawal shall not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia.
4. The Customer may file the withdrawal notice:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the 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 S.A., 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, a person 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 providers may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the 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 S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing — during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.
 - 2) Complaints shall be processed by an organizational unit established for this purpose by 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 will be sent within 60 days from the date of receipt. In the event of it being necessary to extend the time limit for replying to a complaint, the complainant shall be notified of it within 30 days.

- 5) Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Spokesperson through the online form available at: www.ergohestia.pl.
- 6) An individual lodging a complaint may apply for the case to be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning the 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 insurance coverage provided shall be submitted directly to the agent who provided the insurance distribution services. Complaints shall be handled 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. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the 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 can 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 the ERGO Hestia representative; or
 - d) by calling: 801 114 114 or 58 558 7 000;
 - 2) via ERGO Hestia:
 - a) using the contact option through the account at: ihestia.ergohestia.pl; or
 - b) through the 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 their address and telephone number.

§ 41

1. Insurance contracts are concluded under the Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to the 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 a court competent for 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 either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. The parties may decide to refer disputes to an arbitration court.
6. Disputes arising out of the insurance contract between the Policyholder, the Insured or any other beneficiary under the insurance contract being an individual and the Insurer may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provision 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 provisions 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.

§ 43

The General Terms and Conditions of Insurance shall enter into force on 16 December 2019 and shall apply to insurance contracts concluded from that date.

Piotr Maria Śliwicki



President of the Management Board

Adam Roman



Member of the Management Board

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

1. Sport disciplines

RECREATIONAL within the coverage	RISKY (extension: Sports) subject to payment of additional premium	EXTREME (extension: Competitive sport) subject to payment of additional premium
A Aerobics B Angling C Archery D Athletic Badminton Baseball Basketball Biathlon Billiard/snooker Blade cross Bowling Box aerobics Bridge Chess Classic marathon Cricket Cycling (including bicycle riding) Dancing Darts	Artistic gymnastics Asphalt surfing BMX Bodybuilding Canoeing Classic triathlon Climbing on designated routes (without the need to use specialized equipment) up to 5300 above sea level Cycling – cross-country Diving up to 30 m Drones with a maximum take-off weight up to 5 kg	Aerodium American football Autogyro Aviation – airplane, glider, helicopter balloon/airship Base jumping Bobsleighs Boxing Bungee jumping Canyoning Capoeira Caving Cycling – marathon Cycling – trial diving up to 40 m
E Fencing F Figure skating G Fitness Floorball Football Frisbee Fun ball Golf Gymnastics	Grass boarding	Expeditions to jungle, bush, desert, glacial or snow zones, poles
H Handball Hockey on grass Hunting	Hockey on ice Hockey on roller-blades Horse riding	Half pipe Hang gliding/ultralight trike Heliboarding Heliskiing House running (rap sliding)
I Inland sailing	-	Ice yachting
K Kyudo	Kite-surfing	Karting
L -	Lacrosse Landkiting Luge	-
M Motor sports (antique car rallying)	Motor yachts	Martial arts Motorsport (not racing) Mountain biking Mountain climbing up to 5,300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska
N Nordic walking	-	-
O Pole dance P Qigong Q	Paintball Parasailing Polo	Off piste skiing/snowboarding Parachuting Paragliding/motoparagliding
R Roller skating Rowing	Remotely controlled flying models Riverboarding (in the territory of Europe)	Rafting Rock boarding Rocket jumping Rugby

RECREATIONAL within the coverage	RISKY (extension: Sports) subject to payment of additional premium	EXTREME (extension: Competitive sport) subject to payment of additional premium
S Sailing up to 12 nautical miles off the coast Shooting Ski runs Snorkelling Snow golf Speed skating Springboard jumping, jet skis Squash SUP Surfing Swimming	Sea (non-high sea) sailing from 12 to 100 nautical miles off shore Sandboarding Sanding Skateboarding Skeleton Ski bike Skijoring Sled dog racing Snow scooters Snowboard on designated routes	Sea kayaking Ski jumps Ski mountaineering Ski-touring Snowboarding outside designated routes (freeride)
T Table tennis Tae-bo Tai Chi Chuan Taiko Tambeach Technogym Tennis Trampofoil Truck running (including jogging)	Track cycling Trekking up to 5300m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska Trikke skki	Tree climbing
V Volleyball W Wakeboarding Walking, walks up to 2,500 m above sea level Water ball Water skiing Windsurfing	Wrestling	Whitewater kayaking

2. Work

LOW RISK PROFESSIONS	HIGH-RISK PROFESSIONS	DANGEROUS PROFESSIONS
within the coverage	payment of additional premium	excluded from the coverage
Mental effort, medical personnel, veterinarian, teachers and lecturers, people working in cultural and education establishments, as well as in handicraft, trade or catering and the hotel industry, participation in conferences and theoretical trainings, care of children and seniors, domestic staff, modelling	Professions involving manual labour, that is: industrial worker, operator or machine and device assembly worker, farmer, gardener, forester, driver, construction and repair worker; 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 the activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids	Work in the armed forces (except for office work), work in the uniformed services (except for office work), construction works associated with demolition, work at the height above 15 m, work on the construction of scaffolding, underwater works, fishing, work on a ship, in mining industry (workers employed on platforms, mining) as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service employee, cash transport guard

