



# All About the Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients

---



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

# Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients

Insurance Product Information Document

**ERGO**  
HESTIA®

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

**Product:** Immediate Assistance Costs Insurance Hestia Car Assistance

Full details are available in the **General Terms and Conditions of Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients** dated 1 April 2025 (code: AB-HCA-01/25).

## What is this type of insurance?

The insurance covers the costs of providing immediate assistance in the event of the loss or destruction of the insured vehicle.



### What is insured?

- ✓ The insurance covers assistance in the event of the loss or destruction of the vehicle.
- ✓ Under the Minimum option, assistance is provided to all vehicles involved in a collision. The service consists of towing the vehicles.
- ✓ Under the Standard, Comfort, and Maximum options, assistance is provided in cases of: vehicle collision; collision with persons, animals, or objects; collision of sports equipment carried on the external luggage rack with objects; the effects of thermal or chemical agents; vandalism; fire; explosion; flooding; sudden natural forces; mechanical breakdown; immobilisation; and theft of the vehicle.
- ✓ Types of services provided: towing the vehicle, restoring the vehicle to working order on-site, provision of a replacement vehicle, ensuring continuation of the journey, accommodation for the driver and passengers, collection and delivery of the repaired vehicle to the Insured, fuel delivery, guarded car park, providing information via a hotline, psychological support, provision of a replacement driver, transport of trailers, and scrapping of the damaged vehicle.
- ✓ The scope of services depends on the chosen insurance option (Minimum, Standard, Comfort, Maximum).
- ✓ The sum insured amounts to: Minimum option – PLN 5,000, Standard, Comfort, and Maximum options – PLN 20,000.



### What is not insured?

#### The Car Assistance does not cover, in particular:

- ✗ the costs of purchasing parts necessary for the removal of a breakdown or vehicle damage;
- ✗ the costs of spare parts used for vehicle repairs;
- ✗ the costs of fuel, insurance, and additional charges (e.g. deposit for the excess) for a replacement vehicle.



### Are there any restrictions on cover?

- ! Towing services are not provided if the vehicle is used contrary to its intended purpose, including carrying a load exceeding the permissible weight limit specified in the vehicle registration certificate.

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

- ! Damage resulting from a breakdown or immobilisation caused by the Insured's failure to eliminate the cause after assistance has been provided by ERGO Hestia;
- ! Damage caused by the use of the vehicle without the owner's consent or knowledge;
- ! 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 use of the vehicle by the Insured or authorised driver as a tool of a criminal act or as a result of intentional misconduct;
- ! Damage occurring while the driver was under the influence of alcohol, intoxicated, under the influence of drugs or similar substances, or if the driver fled the scene, unless this had no impact on the occurrence of the damage;
- ! Damage occurring if the driver at the time of the accident did not possess the required driving licence, where the driver was the vehicle owner, a person residing in the same household as the owner of the vehicle, or any other person authorised to use the vehicle;
- ! Damage arising from the use of the vehicle to transport fuels, toxic chemicals, or gases; Damage occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop; Damage occurring during the use of the vehicle for driving instruction; during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental,
- ! Damage arising from the use of the vehicle to transport fuels, toxic chemicals, or gases; Damage occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop; Damage occurring during the use of the vehicle for driving instruction; during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental,;
- ! Damage caused by a driver of a prototype vehicle, understood as an experimental model developed by the vehicle manufacturer for new vehicle series.



### Where am I covered?

- ✓ For the Minimum option, insurance cover applies within the territory of Poland.
- ✓ For the Standard, Comfort, and Maximum options, insurance cover applies within the geographical boundaries of Europe. Upon payment of an additional premium, insurance cover may also be extended to Belarus, Moldova, Russia, and Ukraine.



### 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.

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;
- must ensure that the vehicle is properly secured against theft by activating the required security devices;
- who is also the Policyholder is obliged to promptly notify the Insurer of any changes in circumstances that may increase the likelihood of a loss, where such circumstances were requested by ERGO Hestia in the offer form, the insurance application form, or other documents prior to the conclusion of the insurance contract.

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;
- use all available means to protect the insured property and prevent or minimise damage;
- secure the possibility of pursuing claims for compensation against the parties responsible for the 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 contract shall terminate in the event of the total exhaustion of the sum insured.



### How do I cancel the contract?

If the insurance contract is concluded for a period longer than 6 months, a Policyholder who is a natural person may withdraw from the contract within 30 days of its conclusion, or, if the Policyholder is an entrepreneur, within 7 days of its conclusion. 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. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided insurance cover. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement to ERGO Hestia 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 to ERGO Hestia before its expiry.

# 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 Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients

CODE: AB-HCA-01/25

---

## Table of Contents

The following table indicates which provisions of the General Terms and Conditions of Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:

of the Act of 11 September 2015 on Insurance and Reinsurance Activity:	2
General Provisions	3
Insurance contract	3
Definitions	3
Insurance option	4
Subject matter of insurance	4
Coverage and sum insured	5
Common provisions for all insurance options	8
Exclusion of liability	8
Conclusion of an insurance contract	9
Conclusion of an insurance contract on behalf of a third party	9
Method of determining and paying the insurance premium.	9
Period of insurance and duration of ERGO Hestia's liability.	10
Obowiązki Ubezpieczającego i Ubezpieczonego	10
Duties of the Policyholder and the Insured	10
Payment of compensation	11
Subrogation	11
Termination of the insurance contract	11
Final provisions	12
Statement by the Personal Data Controller	14

The following table indicates which provisions of the General Terms and Conditions of Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity:

Name of insurance	Editorial unit number	
	Conditions for the payment of compensation and other benefits or the surrender value of the insurance	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them
Hestia Car Assistance	Article 4(1-2) Article 4(4) Article 16(6)	Article 4(3) Article 6(1-3) Article 7 Article 8 Article 15(3) Article 16(3) Article 16(5) Article 19(4)

# General Provisions

## Insurance contract

### Article 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 Immediate Assistance Costs Insurance Hestia Car Assistance with natural persons and entrepreneurs, hereinafter referred to as the "Policyholders".
- 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.
- Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
- Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
- In connection with the conclusion of the insurance contract, ERGO Hestia acts as the controller of your personal data. For further details regarding the processing of personal data, please refer to Appendix 1 to these General Terms and Conditions of Insurance.
- 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 Article 3 below.

1. <b>Breakdown</b>	A malfunction of the vehicle due to mechanical, electrical, electronic, or hydraulic damage preventing the vehicle from being driven, excluding the need to replenish consumables, perform regular and scheduled maintenance, supply and install accessories, or a lack of materials necessary for the operation of the vehicle, where repair is not possible either on-site or within a maximum of 3 hours at the nearest workshop to which the vehicle has been towed by the Emergency Centre.
2. <b>Emergency Centre</b>	The organiser of Assistance services on behalf of ERGO Hestia.
3. <b>Theft</b>	An act that constitutes theft, burglary, or robbery as defined by Article 278 of the Criminal Code (unlawful taking of movable property for the purpose of appropriation), Article 279 of the Criminal Code (unlawful taking with burglary), and Article 280 of the Criminal Code ((unlawful taking using violence, threats, or inducing unconsciousness or helplessness in order to steal property). Misappropriation, as referred to in Article 284 of the Criminal Code (misappropriation of another person's movable property), is not considered theft.
4. <b>Entrepreneur</b>	A natural person, legal person, or organisational unit without legal personality, but to which the law confers legal capacity, conducting economic or professional activity in its own name, as well as each partner of a civil law partnership within the scope of their business activities.
5. <b>Accident</b>	A sudden event caused by an external factor, resulting in bodily injury, health disorder, or death of the Insured, occurring in connection with: <ol style="list-style-type: none"> <li>1) the movement of the insured vehicle,</li> <li>2) loading and unloading of the insured vehicle,</li> <li>3) boarding or alighting from the insured vehicle.</li> </ol>
6. <b>Period of use of the vehicle</b>	The period calculated from the date of first registration of the vehicle made in the year of its manufacture. If the date of first registration is unknown or took place after the year of manufacture, the period shall be calculated from 31 December of the manufacture year: <ol style="list-style-type: none"> <li>1) until the first day of the insurance period for the purpose of concluding the insurance contract, and remains in force throughout the insurance period,</li> <li>2) until the date of occurrence of the loss for the purpose of determining the amount of compensation.</li> </ol>
7. <b>Relatives</b>	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.
8. <b>Third parties</b>	All entities that are not party to the insurance relationship arising from the insurance contract concluded with ERGO Hestia.
9. <b>Vehicle</b>	A passenger car, a heavy goods vehicle with a load capacity up to 3,000 kg, motorcycle, or moped listed in the insurance contract, registered in the Republic of Poland in accordance with the Road Traffic Law of 20 June 1997.

<b>10. Replacement vehicle</b>	A vehicle belonging to an entity professionally engaged in vehicle rental, provided in case of damage to the insured vehicle: 1) for vehicles from segments A, B, C, motorcycles, and mopeds – a segment B passenger car; 2) for vehicles from segment D – a segment C passenger car; 3) for vehicles above segment D – a segment D passenger car; 4) for heavy goods vehicles – a heavy goods vehicle with technical parameters similar to those of the insured vehicle.
<b>11. Fire</b>	The action of a fire that has extended beyond its hearth or originated without a hearth, and is capable of spreading by its own force.
<b>12. Offence</b>	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.
<b>13. Service point</b>	A repair shop or an authorised service centre for the relevant vehicle brand.
<b>14. Heavy goods vehicle</b>	A vehicle registered as a heavy goods vehicle with a load capacity up to 3,000 kg.
<b>15. Passenger car</b>	A vehicle registered as a passenger car.
<b>16. State after alcohol consumption</b>	A condition where the blood alcohol concentration is between 0.2‰ and 0.5‰, or the concentration of alcohol in exhaled air is between 0.1 mg and 0.25 mg in 1 dm <sup>3</sup> .
<b>17. State of intoxication</b>	A condition where the blood alcohol concentration exceeds 0.5‰ or the concentration of alcohol in exhaled air exceeds 0.25 mg in 1 dm <sup>3</sup> .
<b>18. Loss</b>	A non-material consequence of an event or property loss directly resulting from an event covered by the insurance contract.
<b>19. Total loss</b>	Damage where the cost of repair, calculated based on the prices of new original parts (without depreciation) and authorised repair labour rates (gross amounts including VAT), exceeds 70% of the market value of the vehicle on the date of the occurrence.
<b>20. Immobilisation of the vehicle</b>	A condition preventing use of the vehicle as a result of: a) battery discharge (or traction battery in electric vehicles); b) loss, damage, or locking of keys or other devices required to operate the vehicle inside the vehicle; c) tyre deflation; d) lack of or improper fuel, or freezing of fuel in the tank; e) becoming stuck at the roadside without being able to move independently (excluding events classified as accidents listed in Article 4(1)(1)).
<b>21. Insured</b>	The person for whose benefit the insurance contract was concluded, or the driver and passengers of the insured vehicle participating in an event covered by Hestia Car Assistance, provided that the number of persons does not exceed the number of seats specified in the vehicle registration certificate.
<b>22. Explosion</b>	A sudden disturbance of the equilibrium of a system accompanied by the simultaneous release of gases, dust, or vapour, caused by their expansive properties. In the case of pressure vessels and other similar containers, an incident shall be considered an explosion only if the rupture of the vessels or containers is of such magnitude that the sudden release of gas, dust, steam, or liquid causes an abrupt equalisation of pressure. An implosion, consisting of damage to a vessel or vacuum apparatus caused by external pressure, shall also be considered an explosion.
<b>23. Flooding</b>	Immersion of the insured vehicle in a liquid. The aspiration of liquid by a running vehicle engine is not considered flooding.
<b>24. Event</b>	Loss, destruction, or damage to property.
<b>25. Civil partnership</b>	An informal relationship between two persons living together and sharing a household. Such persons must not be related by blood, affinity, or adoption.

## Insurance option

### Subject matter of insurance

#### Article 3

- The subject of the insurance is the organisation and coverage of the costs of immediate Hestia Car Assistance services, provided through the Emergency Centre, within the scope and under the terms and conditions set out in these General Terms and Conditions of Insurance.
- The Hestia Car Assistance insurance contract may be concluded in one of the following options:
  - Minimum,
  - Standard,
  - Comfort,
  - Maximum.

## Coverage and sum insured

### Article 4

1. The sums insured and limits for the respective types of services under the insurance contract are specified in the table below:

	Minimum	Standard Comfort Maximum		
Causes of events covered by the insurance	collision between vehicles,	1) accidents: a) collision between vehicles, b) sudden contact of the vehicle with persons, animals, or external objects, c) vandalism, d) collision between sports equipment carried on the external luggage rack with external objects, e) fire, explosion, flooding and sudden action of natural forces, f) sudden action of a thermal or chemical agent from outside the vehicle, 2) breakdown, 3) immobilisation of the vehicle, 4) theft of the vehicle.		
Sum insured	PLN 5,000	PLN 20,000		
Territorial range	Poland	Geographical boundaries of Europe, subject to section 3		
	Minimum	Standard	Comfort	Maximum
Vehicle towing	up to 150 km	Cars, motorbikes, mopeds – up to 300 km. Heavy goods vehicles with a load capacity up to 3,000 kg – up to 300 km; in case of breakdown or immobilisation of heavy goods vehicles up to 3,000 kg, towing is organised within the specified km limit, but no more than twice during the insurance period.	Cars, motorbikes, mopeds – up to 500 km within the territory of the Republic of Poland; additionally, 250 km outside Poland (limits are cumulative). Heavy goods vehicles up to 3,000 kg – up to 500 km within Poland; additionally, 250 km outside Poland (limits are cumulative); towing in the event of a breakdown or immobilisation is organised within the specified km limit, but no more than twice during the insurance period.	Cars, motorbikes, mopeds – no km limit within the territory of Poland; additionally, 1,500 km outside Poland (limits are cumulative). Heavy goods vehicles up to 3,000 kg – no km limit within Poland; additionally, 500 km outside Poland (limits are cumulative); towing in the event of a breakdown or immobilisation is organised within the specified km limit, but no more than twice during the insurance period.
Fuel delivery	no	yes	yes	yes
On-site restoration of the vehicle to working order	no	yes	yes	yes
Trailer transport	no	up to 300 km	up to 500 km within the territory of the Republic of Poland; additionally, 250 km outside Poland (limits are cumulative)	no km limit within the territory of Poland; additionally, 1,500 km outside Poland (limits are cumulative)
Replacement vehicle				
after an accident	no	no	up to 5 days	up to 10 days
after the theft of the vehicle	no	no	up to 7 days	up to 15 days
following a breakdown or immobilisation of the vehicle	no	no	no	up to 5 days (no more than 2 times during the insurance period)
Replacement driver	no	no	yes	yes
Accommodation	no	no	up to 2 days	up to 2 days
Continuation of the journey	no	yes	yes	yes
Guarded car park	no	no	no	yes (limit of PLN 300)
	Standard	Standard	Comfort	Maximum
Collection and delivery of the repaired vehicle	no	no	no	yes (limit of 100 km, in connection with events on the territory of the Republic of Poland)
Authorised scrapping	no	no	no	yes
Psychological support	no	no	no	up to 5 visits
Hotline	yes	yes	yes	yes

2. The Assistance services listed in the table consist of the following:

- 1) **vehicle towing** – arrangement and payment for loading the vehicle onto a recovery truck, transport from the scene of the incident for the distance specified in the chosen insurance option to the location designated by the Insured, unloading from the recovery vehicle, and vehicle lifting using a crane, if necessary. Towing costs exceeding the limit specified in the insurance policy shall be borne by the Insured. One towing service is available per incident;
- 2) **on-site restoration of the vehicle to working order** – a service provided by a specialist appointed by the Emergency Centre at the location of the incident, involving attempts to repair the insured vehicle to allow the Insured to safely continue the journey either to the intended destination or to the nearest garage. If the service cannot be carried out at the location of the breakdown or immobilisation, the Emergency Centre will arrange for the vehicle to be towed;
- 3) **trailer transport** – arrangement and payment of the transport costs for a trailer that was attached to the vehicle at the time of the incident, to the Insured's place of residence or registered office within the territory of the Republic of Poland, in cases where the towing vehicle has been damaged to the extent that it is no longer roadworthy or has been stolen. Towing costs exceeding the limit specified in the insurance policy shall be borne by the Insured. One towing service is available per incident;
- 4) **replacement vehicle** – arrangement and payment for the rental, delivery, and collection of a replacement vehicle (or travel for the driver and passengers to the rental location). A replacement vehicle is available upon request of the Insured if:
  - a) the insured vehicle is damaged and the extent of damage qualifies as a total loss;
  - b) the insured vehicle requires repair at a service point, and the repair will take at least until the following day. The replacement vehicle is provided for the duration of the repair, not exceeding the period specified in the selected insurance option;
  - c) the vehicle was stolen;
- 5) **replacement driver** – arrangement and payment of costs for a replacement driver to return the passengers of the insured vehicle to their place of residence in the event that the driver is unable to continue the journey due to injury, hospitalisation, or death resulting from the incident, accident, or sudden illness, and none of the passengers hold a valid licence for the vehicle category;
- 6) **accommodation** – arrangement and payment for accommodation and transport to the accommodation for the driver and passengers of the insured vehicle (up to the number of seats recorded in the vehicle registration certificate) in the nearest mid-range hotel (2- or 3-star). Depending on the selected option:
  - a) Comfort option – accommodation is provided in the event of theft of the vehicle, occurring at least 50 km in a straight line from the Insured's place of residence or registered office;
  - b) Maximum option – accommodation is provided in the event of theft, breakdown, immobilisation, or accident occurring at least 50 km in a straight line from the Insured's place of residence or registered office. For accidents, accommodation is provided only if vehicle repair will take until the following day;
- 7) **continuation of journey:**
  - a) Standard option – if the recovery truck lacks sufficient seats, transport of the driver and passengers of the insured vehicle (up to the number recorded in the registration certificate), along with their luggage, to a location designated by the Insured, up to 100 km from the scene;
  - b) Comfort option – if the recovery truck lacks sufficient seats, transport of the driver and passengers of the insured vehicle (up to the number recorded in the registration certificate), along with their luggage, to a location designated by the Insured, up to 100 km from the scene;
  - c) Maximum option –
    - i) if the recovery truck lacks sufficient seats, transport of the driver and passengers of the insured vehicle (up to the number recorded in the registration certificate), along with their luggage, to a location designated by the Insured, up to 100 km from the scene, or
    - ii) transport of the driver and passengers of the insured vehicle, together with their luggage (up to the number of seats recorded in the registration certificate), to the journey's destination or the Insured's place of residence (including the purchase and delivery of first-class train tickets, bus tickets or airline tickets, provided that the cost is comparable to that of train or bus tickets);
- 8) **guarded car park** – arrangement and payment of parking costs in a fenced location under continuous supervision by security personnel;
- 9) **collection and delivery of the repaired vehicle** – arrangement and payment for collection and delivery of the repaired insured vehicle to the journey's destination, place of residence, or registered office of the Insured;
- 10) **authorised scrapping** – arrangement and payment for scrapping the insured vehicle in the event of a total loss;
- 11) **psychological support** – arrangement and payment for a psychologist's consultation for the Insured, passengers present in the insured vehicle at the time of the incident, and their close relatives, in cases of stress caused by the incident, provided that a referral is issued in writing by the attending physician;

- 12) **hotline** – telephone assistance providing:
  - a) information on detours, road closures, nearby petrol stations, and garages;
  - b) car rental availability in the specified European country;
  - c) estimated fuel and toll costs in the specified European country;
  - d) telephone assistance during travel abroad for communication with police, border services, and medical facilities (in English 24/7; in German, French, Italian, and Russian on working days from 8:00 to 16:00).
3. On the territory of Belarus, Russia, Ukraine, and Moldova, insurance cover does not extend to losses resulting from:
  - 1) fire, explosion, flooding, and sudden action of natural forces;
  - 2) vandalism;
  - 3) collision between sports equipment carried on the external luggage rack with external objects;
  - 4) sudden action of a thermal or chemical agent from outside the vehicle;
  - 5) theft of the vehicle or its parts, unless extended territorial cover is added to the comprehensive motor vehicle insurance upon request and payment of an additional premium.
4. Minimum option – the Emergency Centre will arrange and pay for towing of vehicles involved in a collision caused within the territory of Poland by the driver of the insured vehicle. Towing is provided to a location designated by the participants of the collision within Poland, up to 150 km per vehicle. Both the insured vehicle and any vehicles it collided with may be towed, provided the extent of damage prevents safe continuation of the journey.

## Article 5

Following the provision of a service, the sum insured shall be reduced by the amount corresponding to the costs incurred by ERGO Hestia. Once the sum insured has been exhausted, the insurance contract shall be terminated.

## Article 6

1. Under the Hestia Car Assistance insurance, the Emergency Centre arranges only the services specified in these General Terms and Conditions of Insurance and does not reimburse costs incurred independently by the Insured or by any other person entitled to benefits under this insurance contract, subject to section 2.
2. If the Insured has independently incurred economically justified costs for towing or renting a replacement vehicle, with the prior agreement of ERGO Hestia, ERGO Hestia shall reimburse such costs on the basis of receipts or invoices provided by the Insured, up to the following amounts:
  - 1) For towing:
    - a) PLN 150 (gross) – if the towing takes place within a 25 km radius from the accident location;
    - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading – if the towing takes place beyond the 25 km radius, but not exceeding the kilometre limit specified in the chosen option.
  - 2) For replacement vehicle rental: PLN 125 (gross) per day.
3. The costs of delivering a replacement vehicle do not include fuel, insurance, or additional charges such as the security deposit for the excess or other requirements imposed by the rental company. Furthermore, they do not exempt the Insured from the obligation to present a credit card or other guarantees required for the provision of the replacement vehicle, in accordance with the rental company's general terms and conditions. ERGO Hestia shall also not cover the policyholder's liability for any excess relating to damage to the replacement vehicle under the rental agreement.
4. The Insured is obliged to familiarise themselves with the rental terms and the insurance conditions of the replacement vehicle and to comply with all instructions and requirements issued by the rental provider.
5. If the Insured is deceased or unable to give instructions, the right to act on behalf of the Insured in relation to the insurance contract is vested in a close relative, the driver, or the passengers of the insured vehicle. If more than one person is entitled to act, the right of decision shall rest with the person who first reports the incident. Sections 2 and 3 shall apply accordingly.

## Common provisions for all insurance options

---

### Exclusion of liability

#### Article 7

1. ERGO Hestia shall not be liable if the Insured caused the damage intentionally or through gross negligence, unless the payment of compensation is justified under the circumstances.
2. ERGO Hestia shall not be liable for any damage caused intentionally by a person residing in the same household as the Insured.
3. The following types of damage are also excluded from the scope of insurance cover:
  - 1) 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);
  - 2) Damage resulting from the use of the vehicle by the Insured or authorised driver as a tool of a criminal act;
  - 3) Damage occurring while the driver was under the influence of alcohol, intoxicated, under the influence of drugs or similar substances, or if the driver fled the scene, unless this had no impact on the occurrence of the damage;
  - 4) Damage occurring if the driver at the time of the accident did not possess the required driving licence, where the driver was the vehicle owner, a person with whom the owner of the vehicle is sharing the same household, or any other person authorised to use the vehicle;
  - 5) Damage arising from the use of the vehicle to transport fuels, toxic chemicals, or gases;
  - 6) Damage occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop;
  - 7) Damage occurring during the use of the vehicle for driving instruction;
  - 8) Damage occurring during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental,
  - 9) Damage caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series;
  - 10) Damage arising as a consequence of using the vehicle contrary to its intended purpose;
  - 11) Damage in prototype vehicles, understood as experimental models developed by car manufacturers for new vehicle series,
  - 12) Damage as a result of acts of war, martial law, a state of emergency, riot, civil commotion, civil unrest, earthquake, strikes, lock-outs, acts of terrorism or sabotage, or the confiscation, nationalisation, detention, or requisition of property by government authorities;
  - 13) Damage as a result of the effects of nuclear energy, radioactive contamination, laser or maser radiation, or magnetic and electromagnetic fields;
  - 14) Damage occurring during the use of the vehicle in connection with compulsory services for the military or other entities. as well as damage arising in vehicles participating in protest actions or road blockades.
3. Towing services are not provided if the vehicle is used contrary to its intended purpose, including carrying a load exceeding the permissible weight limit specified in the vehicle registration certificate.

#### Article 8

1. The following costs are excluded from insurance cover:
  - 1) the purchase of fuel and parts necessary for restoring the vehicle to working order or repairing the damage;
  - 2) spare parts used in the repair of the vehicle;
  - 3) costs resulting from a breakdown or immobilisation caused by the Insured's failure to eliminate the cause after assistance has been provided by the Emergency Centre;
  - 4) costs resulting from the unauthorised use of the vehicle without the owner's knowledge or consent;
  - 5) costs of fuel, insurance, and additional charges (e.g. deposit for the excess) for a replacement vehicle.
2. ERGO Hestia shall not be held liable for any damage, whether directly or indirectly related to the organisation of services. Responsibility for the above-mentioned damage lies with the Emergency Centre.

## Conclusion of an insurance contract

### Article 9

1. The insurance contract is concluded on the basis of an application, and the insurance policy constitutes confirmation of its conclusion.
2. The application must contain, 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 and address of the Insured, as well as PESEL (Personal Identification Number), REGON (National Business Register Number), or NIP (Tax Identification Number), if the contract is concluded on behalf of a third party;
  - 3) vehicle details;
  - 4) the insurance option;
  - 5) the territorial scope of the insurance;
  - 6) the insurance period.

## Conclusion of an insurance contract on behalf of a third party

### Article 10

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 obliged to confirm in writing that they have received the General Terms and Conditions of Insurance. The Policyholder must submit this written confirmation to ERGO Hestia.

## Method of determining and paying the insurance premium.

### Article 11

1. The insurance premium is determined following a risk assessment and is payable as a lump sum.
2. At the Policyholder's request, the premium may be paid in instalments. The number of instalments, their due dates, and amounts are specified in the insurance contract.

### Article 12

1. The premium amount is determined according to the tariff applicable on the date the insurance contract is concluded and depends on:
  - 1) the insurance option;
  - 2) the insurance period;
  - 3) the type of vehicle.
2. When determining the premium amount, any premium surcharge for payment by instalments shall be taken into account.

## Period of insurance and duration of ERGO Hestia's liability.

### Article 13

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.

### Article 14

1. ERGO Hestia's liability commences on the date and time specified in the insurance contract as the start of the insurance period but not earlier than the day following payment of the premium or the first instalment, subject to sections 2 and 3.
2. If ERGO Hestia assumes liability before payment of the premium or the first instalment and the premium or its first instalment 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.
3. If the premium is paid in instalments, failure to pay a subsequent instalment on time may result in the termination of ERGO Hestia's liability only if, after the due date, ERGO Hestia issues a demand for payment specifying the amount due and stating that failure to pay within 7 days of receipt of the demand will result in termination of liability.
4. 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.
5. Payment of a premium or an instalment thereof shall be deemed fulfilment of the payment obligation under the insurance contract.
6. ERGO Hestia's liability shall terminate upon expiry of the insurance period unless terminated earlier

## Obowiązki Ubezpieczającego i Ubezpieczonego

### Article 15

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.

## Duties of the Policyholder and the Insured

### Article 16

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](http://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 covered by the insurance, 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

### Article 17

1. The beneficiary under the insurance contract shall be obliged to substantiate the validity of the claim.
2. In cases specified in Article 6(2), 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 18

1. The costs referred to in Article 6(2) will be reimbursed by ERGO Hestia within 30 days of receiving notification of the accident.
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. If the claimant is not entitled to compensation, or is entitled to compensation in an amount different from that specified in the claim, ERGO Hestia shall inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the compensation, along with instructions on the possibility to pursue the claim in court.

## Subrogation

### Article 19

1. Upon payment of compensation, ERGO Hestia shall assume the Insured's right of claim against any third party responsible for the damage, up to the amount of the costs incurred in connection with the organisation of services or reimbursement to the Policyholder in accordance with Article 6(2).
2. ERGO Hestia shall not assume the Insured's claims against persons with whom the Insured, the Policyholder, or the person entitled to use the vehicle shares a household, unless the damage was caused intentionally.
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 pay compensation in full or in the proportion corresponding to the rights waived. If compensation has already been paid, ERGO Hestia may demand repayment in full or in the amount equal to the waived portion of such rights.

## Termination of the insurance contract

### Article 20

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 23.
5. If the insured object 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.  
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. Upon transfer of ownership of the vehicle:
  - 1) from the lessor under a lease agreement to the lessee, or
  - 2) from the bank to the borrower, the rights and obligations under the insurance contract are transferred to the purchaser of the vehicle. Following the transfer of ownership of the vehicle, the purchaser, as the Policyholder, shall have the right to terminate the insurance contract.
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 shall also be terminated upon deregistration of the vehicle.

## Article 21

1. If the insurance contract is terminated for reasons set out in Article 20, the Policyholder is entitled to a refund of the unused portion of the premium, subject to section 2.
2. The unused insurance period shall be calculated from the day following the termination of the insurance contract.

## Final provisions

---

## Article 22

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

1. All notices and declarations of the contracting parties shall be made in writing against a receipt or sent by registered mail.
2. 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 24

In matters not regulated by the insurance contract, the parties shall apply generally applicable legal provisions.

## Article 25

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

## Article 26

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 Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients

### Statement by the Personal Data Controller

#### Personal Data Controller

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

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

#### Data Protection Officer

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

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

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

#### Purposes of Personal Data Processing

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
<b>Assessment of insurance risks for the purpose of presenting an insurance offer and concluding an insurance contract</b>	<p>We use profiling to determine insurance premiums. We make decisions related to profiling on the basis of:</p> <ol style="list-style-type: none"> <li>a) data from the previous insurance contract,</li> <li>b) information collected during the preparation of the offer and conclusion of the insurance contract, and</li> <li>c) data obtained from: the Insurance Guarantee Fund, the Insurance Database, the Central Vehicle Register, the Central Driver Register, Statistics Poland, the Chief Inspectorate of Road Transport, the Central Registration and Information on Business Activity, DataWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, the Credit Information Bureau, or the National Debt Register (if you provide separate consent).</li> </ol> <p>The data we obtain is adequate for the assessment of insurance risk.</p> <p>If an insurance contract is concluded via the Yanosik application, we use profiling to determine the amount of the insurance premium. We make automated decisions based on the assessment of the driving style monitored by the application.</p> <p>For example, the greater the number of claims recorded in the insurance history or the higher the driving dynamics, the greater the insurance risk may be, and thus the higher the insurance premium may become.</p>
<b>Verifying and ensuring the accuracy of identification data</b>	<p>The data of natural persons who conduct sole proprietorships, obtained from Statistics Poland, includes: NIP (Tax Identification Number), REGON (National Business Register Number), PKD (Polish Classification of Activities), address of the registered office, form of activity and date of commencement.</p> <p>In the case of vehicle insurance, from the Central Vehicle Register and the Central Driver Register we obtain:</p> <ol style="list-style-type: none"> <li>a) data of natural persons: PESEL number or document number (in the case of foreigners), first name, surname, address, information regarding the right to drive vehicles, and information on traffic law violations,</li> <li>b) data of natural persons conducting sole proprietorships: business name, REGON number, and registered business address.</li> </ol>
<b>Reinsurance of risks</b>	<p>We reduce the insurance risk associated with concluding the insurance contract and providing insurance cover.</p>
<b>Performance of the insurance contract, including settlement of claims</b>	<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>
<b>Assertion of claims</b>	<p>If a dispute arises between us, we may pursue our claims or decide to transfer the claim to another entity.</p>
<b>Direct marketing of own products and services</b>	<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**


---

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

---

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

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

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

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

**Recipients of your personal data**

Your personal data may be transferred to:

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

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

**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.

# ERRATA

---

This Erratum introduces the following amendments to the terms and conditions of insurance of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., with its registered office in Sopot:

§ 1 The provision regarding the submission of complaints via the website form is amended as follows:

Complaints may be submitted via the form available at: [www.ergohestia.pl/reklamacja](http://www.ergohestia.pl/reklamacja).

§ 2 The provisions regarding the form and method of providing a response are amended as follows:

A complaint shall be considered and a response shall be provided within 30 days of its receipt. The form of the response shall correspond to the form in which the complaint was submitted, and the response shall be provided in the following manner:

- a) if the complaint was submitted in electronic form, the response shall be provided in electronic form to the same electronic delivery address or via the same means of electronic communication;
- b) if the complaint was submitted in paper form, the response shall be provided in paper form;
- c) if the complaint was submitted by telephone, orally, or via the online form, the response shall be provided in the form indicated by the person submitting the complaint (in paper or electronic form).

The person submitting a complaint may always specify the preferred method of receiving a response (in writing in electronic form using a specified means of electronic communication, to an electronic delivery address, or in paper form).

§ 3 This Erratum was approved by Resolution of the Management Board of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. No. WS 03/2026 dated January 27, 2026. The provisions of this Erratum are effective and applicable as of February 13, 2026.