



All about Car Window Insurance



- Document containing information on the insurance product
- General Terms and Conditions

Car Window Insurance

ERGO
HESTIA®

Document containing information on the insurance product

Enterprise: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: Car Window Insurance

Full details are given in the General Terms and Conditions of Car Window Insurance dated 8 October 2023 (code: AB-SZ-01/23). The terms used here shall have the meaning specified in the aforementioned GTCI.

What kind of insurance is this?

Insurance for car windows against damage or destruction

	<p>What is the subject of insurance?</p> <ul style="list-style-type: none"> ✓ The insurance covers the organisation and payment of the costs of repairing or replacing a damaged or destroyed windscreen, rear window or side windows of the vehicle specified in the insurance agreement, in the service centre indicated by the Insurer using alternative parts, due to a collision between vehicles, sudden contact of the vehicle with persons, animals or objects from outside the vehicle, vandalism, collision of sports equipment carried on the external luggage rack with items from outside the vehicle, fire, explosion, flooding and sudden force of nature, sudden impact of a thermal or chemical agent from outside the vehicle. ✓ The insurance covers the reimbursement of costs incurred for parking the vehicle in a guarded place should it be impossible to have the damaged or destroyed window(s) repaired or replaced by the service centre within 24 hours from the time the loss is reported. ✓ The insurance covers the organisation and coverage of costs of towing the vehicle within the territory of the Republic of Poland to the guarded place located closest to the service station in a situation where, due to glass damage, the vehicle cannot be driven safely to the nearest service centre or where it is impossible to have the damaged or destroyed window(s) repaired or replaced by the service centre within 24 hours from the time the loss is reported. ✓ The insurance covers the reimbursement of towing costs incurred by the Insured. ✓ The sum insured is PLN 5,000. 	<p>What is not covered by the insurance?</p> <p>The Car Window Insurance shall not cover any losses:</p> <ul style="list-style-type: none"> ✗ caused when driving in unregistered vehicles if registration was obligatory in accordance with the law; ✗ caused when driving in a vehicle illegally introduced into the territory of Poland; ✗ in elements of the vehicle which are not a structural element of the window, including anti-burglary and tinted films, decorative and protective strips; ✗ in windows with previous unrepaired damage; ✗ caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series.
	<p>What are limitations on insurance coverage?</p> <ul style="list-style-type: none"> ! In losses involving the replacement of the windscreen, the insured's deductible is PLN 50. <p>Car window insurance is limited in respect of losses:</p> <ul style="list-style-type: none"> ! arising during the use of the vehicle in connection with compulsory services for the army or the police, as well as in protest actions and roadblocks; ! caused by the spontaneous rolling of the vehicle; ! caused intentionally by the Insured or by a person with whom the Insured lives in the same household and also if the Insured caused the loss as a result of gross negligence; ! when the driver, at the time of the incident or arrival at the scene of the incident, was under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or substances of similar effect, or if the driver fled from the scene of the incident, if the driver was the owner of the vehicle or a person with whom the vehicle owner lives in the same household or any other person authorised to use the vehicle; if the driver did not possess the required driving licence at the time of the incident, if the driver was the owner of the vehicle, a person with whom the owner of the vehicle lives in the same household or another person authorised by the owner to use the vehicle, unless it had no effect on the occurrence of the loss; ! resulting from the misappropriation of the vehicle by a third party; ! during use of the vehicle by the Insured or an authorised driver as a tool of crime unless this had no effect on the occurrence of the loss; ! arising as a result of using the vehicle for purposes other than those for which it was intended; ! caused during the loading and unloading of cargo or luggage and by the loaded or carried cargo or luggage (this does not apply to damage caused by the collision of sports equipment carried on the external luggage rack with objects from outside the vehicle); ! caused by the following separate incidents: acts of war, martial law, state of emergency, riots, strikes, lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, detention or requisition of property by the authorities, and caused by nuclear energy or radioactive contamination, laser and laser rays, and magnetic and electromagnetic fields; landslide, sinkhole, earthquake, fall of a tree or mast, as a result of human activity; ! in vehicles without a valid technical inspection if the technical condition of the vehicle influenced the occurrence or extent of the loss; 	

			<ul style="list-style-type: none"> ! during test drives, rallies, races, training, competitions or the use of the vehicle as a prop or an exhibit; ! arising from the use of the vehicle for the transport of fuels, toxic chemicals or gases; ! arising from the use of the vehicle for driving instruction; ! when renting the vehicle and in vehicles offered as courtesy cars on terms other than rental; ! in vehicles originating from theft or any other crime and those the ownership of which had not been acquired by the Insured up to the date of the loss unless the owner has agreed to pay compensation to the Insured.
	<p>Where is the insurance valid?</p> <p>✓ Car Window Insurance is valid in the territory of Poland.</p>		
	<p>What are the obligations of the Insured?</p> <ul style="list-style-type: none"> - The Insured being the Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the proposal form or prior to the conclusion of the agreement in other letters; if the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded on their behalf. <p>During the term of the insurance agreement, the Insured:</p> <ul style="list-style-type: none"> - being the Policyholder is obliged to pay the premium; - being at the same time the Policyholder is obliged to notify any changes in circumstances as soon as they become aware of them. <p>If a claim is presented/submitted, the Insured is obliged to:</p> <ul style="list-style-type: none"> - notify the Insurer about the event immediately after its occurrence or after receiving information about it; - provide the Insurer with the documents necessary for the consideration of the compensation application; - comply with the Insurer's instructions and provide information and powers of attorney to the extent necessary for the proper loss liquidation; - not to make any modifications to the vehicle or commence glass repairs without the representative's consent; - secure the possibility to claim compensation from people responsible for the loss; - use available means to save the subject of insurance and to prevent or reduce the extent of the loss. 		
	<p>How and when should premiums be paid?</p> <p>The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on the arrangements of the parties to the insurance agreement, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an intermediary.</p>		
	<p>When does the insurance coverage start and end?</p> <p>The insurance agreement is concluded for up to 12 months. The liability of the Insurer shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment. The insurance cover ends on the expiry of the period for which it was concluded or on the day when the sum insured is exhausted.</p>		
	<p>How can the agreement be terminated?</p> <p>If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder may withdraw from the agreement within 30 days from its conclusion, and in case the Policyholder is an entrepreneur within 7 days from the conclusion of the agreement. The Policyholder who concluded a remote agreement shall have the right to withdraw from the agreement within 30 days from being notified about the conclusion of the insurance agreement or from the date of the confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, provided that it is a later date.</p>		

Why ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable you to customise your insurance coverage.

2

A nationwide network of advisors.

Our Clients can benefit from the expertise of thousands of our Agents across the country.

3

We protect you.

We provide protection for 1,500,000 individual Clients every day.

4

Trusted by the largest market players.

We protect companies that are key to the Polish economy.

5

25 years of experience.

We anticipate situations that may occur to our Clients.

6

Top quality of loss adjustment.

Our loss adjustment procedures are transparent.

7

Open dialogue with our Clients.

We talk to our Clients via the online Forum of Ideas.

8

Complaint management.

We listen to our Clients and analyse their complaints and claims.

9

ERGO Hestia Customer Ombudsman.

We establish relationships with Clients, investigate problems and look for solutions.



General Terms and Conditions of Car Window Insurance

CODE: AB-SZ-01/23

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The following table indicates which of the provisions contained in these General Terms and Conditions of Car Window Insurance regulate the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities

Name of the insurance	Number of the model's editing unit	
	Reasons for the payment of compensation and other benefits or the surrender value of insurance	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits
Car windows	§ 4 § 5(1) § 5(3) § 5(5) § 6 § 13(6)	§ 5(2-3) § 5(5) § 7 § 8 § 9 § 10 § 11 § 12(3) § 13(3) § 14(5) § 25(4)

Insurance agreement

§ 1

1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, 81-731 Sopot, ul. Hestii 1, KRS No. 0000024812, 8th Commercial Division of the Gdańsk-Północ District Court in Gdańsk, NIP (Tax ID No.) 585-000-16-90, with a share capital of PLN 196,580,900, fully paid-up, hereinafter referred to as “ERGO Hestia”, within the scope of its operations, concludes car window insurance agreements with natural persons, legal persons and organisational units which are not legal persons and which are granted legal capacity by (hereinafter referred to as the “Policyholder”).
2. ERGO Hestia shall not be liable for the consequences of not being informed of circumstances that were expected to be specified in the application for the insurance agreement or the consequences of indicating incorrect circumstances.
3. Prior to concluding the insurance agreement, the Policyholder should thoroughly read the General Terms and Conditions of Insurance.
4. Please note that the definitions of terms used can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law.
5. ERGO Hestia has the status of a large entrepreneur as defined in the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions.

§ 2

1. Who is the controller of your personal data?

The Controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter: ERGO Hestia)

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

Telephone number: 801 107 107 or (58) 555 55 55

2. Who is the Personal Data Officer?

The Personal Data Controller has appointed the Data Protection Officer who can be contacted in all matters concerning the processing of personal data and the use of rights related to data processing.

Contact details of the Data Protection Officer

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

Email address: iod@ergohestia.pl

3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

- 1) **conclusion and performance of an agreement, presentation of an insurance proposal;** profiling is used to determine the insurance premium. Decisions related to profiling will be made on the basis of data collected in the process of creating an insurance proposal and concluding an agreement, information obtained through the Insurance Guarantee Fund, Insurance Database of the Central Vehicle Register, Central Driver Register, Central Statistical Office, Central Inspectorate of Road Transport, Central Register and Information Centre on Economic Activity, DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the aforementioned databases will be relevant to risk assessment. For example, the more losses you have on your insurance record, the higher is the insurance risk, and therefore the higher may be the insurance premium. If a loss is reported, profiling is used to determine the loss adjustment path. The choice of the liquidation path will be made based on the data collected in the loss reporting process and the loss data stored in the controller’s databases. For example, if no loss has been reported under the policy in the last year, it is likely that the loss will be liquidated in a simplified way and, therefore, without the need for an ERGO Hestia representative to inspect the vehicle or the property,

- 2) **assessment of insurance risk by automated means, including profiling** – in the case of concluding an insurance agreement in the direct model, i.e. online, and in the case of automatic third party liability insurance policy renewal for the purpose of risk assessment, we will use profiling to determine the insurance premium.

In the case of automatic third party liability insurance policy renewals, profiling decisions will be based on an automated assessment of the data resulting from the previous insurance agreement. The data that significantly affect the insurance risk concern the number of losses. The more losses, the higher the insurance premium may be. Decisions will be based on profiling, i.e. an automatic assessment of the insurance risk of concluding an insurance agreement with you. In connection with automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision made, to contest the decision, to express your own position or to obtain human intervention (i.e. to analyse the data and have a human decision made).

In order to determine your insurance premium if you conclude an insurance agreement via the Yanosik app, profiling is used and automatic decisions are made, related to the assessment of your driving safety. Decisions will be made on the basis of an assessment of your driving style, monitored via the designated app. For example, the more losses you have on your insurance record, or the higher the driving dynamics of the person whose data are being processed, the higher is the insurance risk, and therefore the higher may be the insurance premium,

- 3) **verifying and ensuring the accuracy of the identification data in the process of concluding and performing the insurance agreement, in the case of:**
- a) vehicle insurance: data are obtained from the Central Vehicle Register and the Central Driver Register and include data of the vehicle, its owners and holders in terms of:
 - for natural persons: personal identification number (PESEL) or document number (in the case of foreigners), first name, last name, address, data concerning the right to drive the vehicle, data on violations of road traffic regulations,
 - for sole traders: name, business ID (REGON), registered business address,
 - b) data of sole traders may be obtained from the Central Statistical Office, Central Register and Information Centre on Economic Activity and National Court Register in the scope of name, NIP, REGON, PKD, registered address, form of business activity and dates of its operation,
- 4) **reinsurance of risks,**
- 5) **asserting claims** – in justified cases, with regard to the required receivables resulting from insurance agreements, ERGO Hestia, after an ineffective process of asserting them, decides to transfer them to another entity,
- 6) **direct marketing of the controller's own products and services** – for direct marketing of own products and services, we will use profiling,
- 7) **preventing insurance offences** – to the extent necessary to prevent abuse and use of ERGO Hestia's activities for criminal purposes,
- 8) **handling complaints and appeals** concerning services provided by ERGO Hestia, as well as requests and queries addressed to ERGO Hestia,
- 9) **fulfilling the controller's responsibilities** with regard to sanctions introduced by applicable regulations of the United Nations, the European Union or the United States of America,
- 10) **performing an electronic service agreement (if concluded, the relevant provisions are contained in the terms of service),**
- 11) **purposes related to customer and client support via the hotline** – your personal data may be processed in the form of a call recording,
- 12) **providing security for persons and property where the controller uses video surveillance,**
- 13) **analytical and statistical purposes.**

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

Legal grounds for data processing:

- 1) **necessity for the conclusion and performance of the insurance agreement**, coverage and performance of the agreement;
- 2) **the legitimate interests of the data controller**, such as direct marketing of the controller's own services, investigation of claims, prevention and prosecution of offences committed against the insurance company, reduction of insurance risks related to the conclusion of an insurance agreement, protection of property;
- 3) **the fulfilment of the controller's legal obligations** (arising from national and international law, including European Union law) – processing for the purpose of fulfilling legal obligations includes, but is not limited to, processing based on accounting regulations, processing of complaints related to reporting to public authorities, including supervisory authorities and to other entities to which ERGO Hestia is obliged to report;
- 4) **a legitimate interest of a third party**, i.e. the parent company of the MunichRe corporate group (to which the Controller belongs), as the entity directly obliged to apply the sanctions of the United States of America and to ensure that they are complied with by the related entities;
- 5) **consent if given voluntarily.**

5. To which recipients will your personal data be transferred?

Your personal data may be transferred to:

- 1) entities processing personal data on behalf of ERGO Hestia, inter alia, IT service providers (including cloud computing service providers), entities processing data for the purpose of debt collection, provision of archiving services, carrying out insurance claim adjustment proceedings, insurance agents – the above entities process data under an agreement with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurance companies,
- 3) medical facilities,
- 4) other insurance companies where a separate consent has been given,
- 5) other entities where a separate consent has been given,
- 6) other controllers in the case of legitimate interests of the personal data controller.

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

Transfer of data outside the European Economic Area

The personal data controller will transfer your personal data outside the European Economic Area (hereinafter EEA) only where it is necessary and will ensure an appropriate level of protection. Data will be transferred to a third country for which an adequate level of data protection has been established under decision of the European Commission or using typical contractual clauses approved by the European Commission. Data recipients in third countries may be state authorities legally designated to collect data about the event or to carry out investigations related to the reported event in the territory of that country, or entities providing assistance services or other services in the territory of that country to assist the aggrieved person or to limit the consequences of the loss. However, the transfer will only take place on condition that it is necessary for the performance of an agreement between the data subject and the controller, the performance of an agreement concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, assertion or protection of claims. Subject to the data protection principles described above, the Controller may outsource certain services or IT tasks to service providers established outside the EEA. You may request further information on how or where to obtain a copy of the security features.

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

1. the right to withdraw your consent – to the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent does not affect the lawfulness of the processing carried out based on the consent before its withdrawal,

2. the right of access to your personal data (information about the processed data, a copy of the data) and the right to request rectification (correction), erasure or restriction of the processing of your personal data,
3. the right to object to the processing of your personal data – you have the right to object to the processing of your personal data, to the extent that these personal data are processed based on the legitimate interests of the personal data controller. In particular, you have the right to object to the processing of your data for the purposes of direct marketing and profiling,
4. the right to data portability – you also have the right to data portability, i.e. to receive your personal data from the controller in a structured, commonly used, machine-readable format and the right to send your data to another controller,
5. the right to lodge a complaint with the supervisory authority in charge of personal data protection,
6. in the case of automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision taken, to challenge the decision, to express your position or to obtain human intervention (i.e. to have your data analysed and a human decision taken).

In order to exercise the aforementioned rights, you should contact the Data Controller or the Data Protection Officer. The contact details are provided above in points 1-2.

7. Other information

For how long will your personal data be stored?

If the insurance agreement has been concluded or the insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for the claims under the insurance agreement or until the expiry of the data storage obligation resulting from legal regulations, in particular the obligation to store accounting records relating to the insurance agreement. If no insurance agreement has been concluded or no insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for claims arising from that fact. Whenever a consent is given, personal data will be used for the purposes specified in the consent (e.g., for marketing purposes) until it is withdrawn. The data will be processed for analytical and statistical purposes for a period of 12 years from the termination of the insurance agreement.

Information about the requirement to provide data

Providing personal data in connection with the concluded agreement is necessary for the conclusion and performance of the insurance agreement and for the assessment of the insurance risk; otherwise, it is not possible to conclude an insurance agreement, present a proposal or conduct loss adjustment proceedings.

When providing personal data is necessary to process a complaint, failure to provide personal data shall prevent the processing of the complaint.

Providing personal data for marketing purposes is voluntary.

Definitions

§ 3

The terms used in these General Terms and Conditions of Insurance shall have the meaning specified in the definitions given below:

1. Emergency Centre	the organiser of the Assistance service on behalf of ERGO Hestia.
2. Alternative parts	parts whose manufacturer certifies that they are of the same quality as the original components for the given vehicle type.
3. Guarded placed	a place under the constant supervision of persons engaged in property protection.
4. Relatives	a spouse, person in a civil partnership, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adoptees and adopters.

5. Third parties	all entities remaining outside the insurance relationship resulting from the insurance agreement concluded with ERGO Hestia.
6. Vehicle	vehicle registered in Poland in accordance with the provisions of the Road Traffic Law dated 20 June 1997.
7. Crime	an act of a human being, prohibited by the law in force at the time when it is committed under penalty, as a felony or a misdemeanour, unlawful, culpable and socially harmful to a degree higher than negligible.
8. Misappropriation	disposing of another person's movable property or another person's pecuniary right already in the possession of the misappropriator as if it were one's own.
9. Service centre	a repair shop authorised by ERGO Hestia to carry out the repair or replacement of a car window under these General Terms and Conditions of Insurance.
10. Passenger car	a vehicle registered as a passenger vehicle, a goods and passenger carrying vehicle and any other vehicle registered as a truck with a load capacity of up to 850 kg.
11. Loss	damage to or destruction of a vehicle window as a direct result of an event covered by the insurance agreement.
12. Insured	an individual for whose account the Policyholder has concluded the insurance agreement, or the lessor under the leasing contract or the creditor to whom the vehicle has been transferred.
13. Deductible	the amount by which ERGO Hestia reduces the total compensation paid relating to a specific accident.
14. Vandalism	deliberate destruction of or damage to insured property by third parties.
15. Accident	a future and uncertain event, independent of the will of the Insured: 1) collision of vehicles; 2) damage to the vehicle caused by the sudden contact of the vehicle with persons, animals or objects from outside the vehicle; 3) vandalism; 4) damage to the vehicle by sports equipment carried on the external luggage rack as a result of the collision of this sports equipment with objects from outside the vehicle; 5) fire, explosion, submersion and sudden action of natural forces; 6) sudden action of a thermal or chemical agent from outside the vehicle.
16. Civil partnership	an informal relationship between two persons living together in the same household. Persons living in a civil partnership cannot be related by consanguinity, affinity or adoption.

Subject of insurance

§ 4

The subject of insurance shall be organising and covering the costs of replacement of the windscreen, rear window and side windows of the vehicle specified in the insurance agreement, whose windows are covered under these General Terms and Conditions of Insurance.

§ 5

1. In the Car Window Insurance:

- 1) ERGO Hestia shall provide for the repair or replacement of a damaged or destroyed car window if the windscreen, rear window or side window of the vehicle specified in the insurance agreement is damaged or destroyed. The service is provided through a service centre indicated by ERGO Hestia;
- 2) windows are covered from damage or destruction occurring in Poland as a result of all events not excluded herein;
- 3) when replacing or repairing a car window, alternative parts shall be used;
- 4) if alternative parts are not available, the service is provided using original parts;
- 5) if the vehicle is damaged, which makes it impossible to repair or replace the car window, ERGO Hestia shall pay the Insured the equivalent of the cost of replacement of the damaged window in the amount equal to the cost of purchase of alternative parts as of the day when the loss occurred;

- 6) ERGO Hestia shall reimburse the costs of parking the vehicle in a guarded car park up to the amount of actual costs incurred if the repair or replacement of the car window by a service centre is not possible within 24 hours from the time the loss is reported. The costs are reimbursed up to the amount not higher than PLN 300 (gross);
 - 7) if, due to damage to car window, it is not possible to continue driving safely, ERGO Hestia shall organise and cover the costs of towing the vehicle in the territory of Poland to the nearest service centre. If the Emergency Centre, for reasons beyond its control, could not provide the Insured with the service covered by the insurance or it was not possible to notify the Emergency Centre due to the Insured's state of health, ERGO Hestia shall reimburse, based on receipts or invoices, the costs incurred by the Insured within the scope and up to the amount of:
 - a) PLN 150 (gross) if towing is carried out up to a distance of 25 km from the scene of the event;
 - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading the vehicle if towing is carried out at a distance greater than 25 km from the scene of the event.
2. The costs referred to in point 5-7 are covered within the sum insured.

Scope of Insurance

§ 6

Insurance cover shall apply to losses occurring in the territory of the Republic of Poland in connection with accidents referred to in § 3(11) and occurring in the territory of the Republic of Poland.

Exclusions of liability

§ 7

1. ERGO Hestia shall also not be liable for any losses:
 - 1) occurring when driving in vehicles:
 - a) that are not registered insofar as registration was obligatory,
 - b) without a valid technical inspection if the technical condition of the vehicle influenced the occurrence or extent of the loss;
 - 2) as a result of the misappropriation of the vehicle by a third party,
 - 3) in a vehicle illegally introduced into the territory of the Republic of Poland,
 - 4) during the use of the vehicle in connection with compulsory services for the army or the police, as well as in protest actions and roadblocks,
 - 5) as a result of a rollover of a parked vehicle.
2. The insurance cover shall not apply to any damage to vehicles originating from theft or any other crime and those the ownership of which has not been acquired by the Insured up to the date of the loss unless the owner has agreed to pay compensation to the Insured. If the owner has not given such consent, the premium paid shall be refunded.

§ 8

1. ERGO Hestia shall not be liable:
 - 1) for any losses caused intentionally by the Insured or by a person with whom the Insured lives in the same household,

- 2) if the Insured caused damage as a result of gross negligence, unless organising and covering the costs of car window replacement is justifiable under the given circumstances,
 - 3) for events resulting from acts of war, martial law, state of emergency, riots, strikes, lockouts and acts of terrorism and sabotage, as well as from confiscation, nationalisation, detention or requisition of property by the authorities and from the effects of nuclear energy or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields,
 - 4) for any losses caused by a landslide, sinkhole, earthquake, falling tree or mast as a result of human activity,
 - 5) for damage where the driver:
 - a) was, at the time of the incident or arrival at the scene of the incident, under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or substances of similar effect,
 - b) fled from the scene of the incident if that driver was the owner of the vehicle or a person with whom the vehicle owner lives in the same the household or another person authorised to use the vehicle,
 - c) at the time of the incident did not have the driving licence required in accordance with Polish law if the driver was the vehicle owner or a person with whom the vehicle owner lives in the same household or another person authorised by the owner to use the vehicle, unless it had no impact on the occurrence of the loss.
2. The insurance cover shall not include any damage to property acquired by the Insured or their relatives as a result of a crime.

§ 9

1. The insurance shall also not cover any losses caused:
 - 1) in consequence of using the vehicle not as intended,
 - 2) during loading and unloading of cargo or luggage and by the loaded or transported cargo or luggage (this shall not apply to damage caused by the collision of sports equipment transported on the external luggage rack with items from outside the vehicle),
 - 3) during use of the vehicle by the Insured or an authorised driver as a tool of crime unless this had no effect on the occurrence of the loss,
 - 4) during the use by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series,
 - 5) as a result of using the vehicle to transport fuels, toxic chemicals or gases,
 - 6) when using the vehicle during driving lessons,
 - 7) when renting the vehicle and in vehicles offered as courtesy cars on terms other than rental,
 - 8) during test runs, rallies, races, warm-ups, contests or when using the vehicle as a prop,
 - 9) in windows with previous unrepaired damage.
2. The insurance does not cover any damage to the vehicle elements that do not constitute a structural element of the car window, including anti-burglary and tinted films, decorative and shielding strips.
3. ERGO Hestia shall not be liable for any loss directly or indirectly related to the organisation of the services referred to in § 5. In the case where the service is provided at a service centre indicated by ERGO Hestia, the liability for losses related to the organisation of the centre shall be borne by the service centre performing the repair or replacement of the damaged or destroyed car window.

Deductible

§ 10

The insurance agreement introduces the Insured's deductible amounting to PLN 50 for losses involving car window replacement.

Sum insured

§ 11

1. The sum insured is the total limit of liability of ERGO Hestia for all events during the insurance period and amounts to PLN 5,000 (gross).
2. Once the service has been provided, the sum insured shall be reduced by an amount equivalent to the costs incurred by ERGO Hestia. Once the sum insured has been exhausted, the insurance agreement shall be terminated.

Obligations of the Policyholder and the Insured

§ 12

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the proposal form or before the conclusion of the insurance agreement in other letters.

If the Policyholder concludes the insurance agreement through a representative, this obligation shall also apply.

also to the representative and shall additionally cover the circumstances known to them. If ERGO Hestia concludes the insurance agreement although particular questions have been left unanswered, any omitted circumstances shall be regarded as immaterial.

2. During the term of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances that may increase the probability of an accident, about which ERGO Hestia asked in the insurance application or in other letters prior to concluding the insurance agreement.
3. ERGO Hestia shall not be liable for the consequences of circumstances of which it has not been notified in violation of sections 1 and 2. If the violation of the provisions of section 1 resulted from wilful misconduct, then, in case of doubt, it is assumed that the accident provided for in the insurance agreement and its consequences are the result of circumstances referred to in the previous sentence.

Procedure in the event of an accident

§ 13

1. The Insured shall notify ERGO Hestia about the accident immediately after it has happened or the Insured learns about it.
2. The notification may be made:
 - 1) by means of the form available online at www.ergohestia.pl or
 - 2) at the phone number: 801 107 107 or 58 555 5 555.

3. In the event of a breach, by wilful misconduct or gross negligence of the obligation of prompt notification set out in section 1, ERGO Hestia may reduce the compensation commensurably if the breach contributes to an increase of the loss or prevents ERGO Hestia from establishing the circumstances and consequences of the event.
4. If an accident happens, the Insured must use any means available to them to rescue the subject of insurance and to prevent the loss or reduce its size.
5. If the Insured failed, intentionally or through gross negligence, to comply with the measures referred to in section 4, ERGO Hestia shall be free from liability for the loss thus caused.
6. Within the limits of the sum insured, ERGO Hestia shall reimburse the costs of the measures referred to in section 4, if such measures were justified, even if they proved ineffective.

Payment of compensation or a benefit

§ 14

1. Any person eligible under the insurance agreement must substantiate their claim.
2. In cases indicated in § 5(1)(5)–(7), ERGO Hestia shall reimburse costs following the recognition of the claim of the person eligible under the insurance agreement as a result of arrangements made in the proceedings to establish the facts, the legitimacy of the claims and the amount of such costs or a settlement concluded with them or a final court ruling.

§ 15

1. The costs indicated in § 5(1)(5)–(7) shall be reimbursed by ERGO Hestia within 30 days from the date of receiving a loss notice.
2. If, within the time limit specified in section 1, it appears impossible to clarify the circumstances necessary to determine the Insurer's liability or the costs, the costs should be paid within 14 days from the date when, with due diligence, explanation of those circumstances was possible. The indisputable part of the compensation shall be, however, paid by ERGO Hestia within the time limit specified in section 1.
3. Unless otherwise agreed, the amount paid by ERGO Hestia may not exceed the amount of the loss.

Concluding the insurance agreement

§ 16

1. The insurance agreement shall be signed pursuant to the application being part of the policy that confirms the conclusion of the insurance agreement.
2. The application should specify at least the following data:
 - 1) name and address of the Policyholder as well as their PESEL, REGON or NIP,
 - 2) name and address of the Insured if the insurance agreement is due to be concluded for a person who is not the Policyholder, as well as their PESEL, REGON or NIP,
 - 3) period of insurance,
 - 4) the number of the third party liability or motor hull insurance policy.

Conclusion of insurance agreement for account of a third party

§ 17

1. The Policyholder may conclude the insurance agreement for the account of a third party.
2. ERGO Hestia may assert a claim for the payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the accident has already occurred.
4. The Insured may demand that ERGO Hestia provide them with the information on the provisions of the signed insurance agreement and on the General Terms and Conditions of Insurance insofar as they relate to the rights and obligations of the Insured.
5. In the case of concluding the insurance agreement for the account of a third party, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder shall deliver the General Terms and Conditions of Insurance to the Insured prior to the Insured's consent. The Insured must confirm the receipt of the General Terms and Conditions of Insurance in writing. The Policyholder shall provide ERGO Hestia with a document with such confirmation.

Method of determining and paying the insurance premium

§ 18

1. The insurance premium is determined once risk assessment has been carried out and is payable once.
2. The amount of the premium shall depend on:
 - 1) the period of insurance specified in the insurance agreement,
 - 2) type of vehicle.
3. When establishing the amount of the premium, it is relevant whether an insurance agreement has been concluded with ERGO Hestia with respect to the vehicle insured under these General Insurance Terms and Conditions for:
 - 1) third party liability insurance for motor vehicle owners, or
 - 2) protection of motor vehicle against loss, destruction or damage (Motor Hull Insurance).

Period of insurance and duration of liability of ERGO Hestia

§ 19

1. The insurance period is specified in the insurance agreement.
2. The beginning of the insurance period shall be the date and time agreed upon by the parties to the agreement and specified in the insurance agreement.
3. The insurance agreement may be concluded for one year as well as for a period shorter than one year (short-term agreement).
4. The insurance agreement is concluded for the same period of insurance as specified in the insurance agreement for:
 - 1) third party liability of motor vehicle owner for damage caused by the use of these vehicles, or
 - 2) motor vehicles against loss, destruction or damage (Motor Hull Insurance).

§ 20

1. ERGO Hestia's liability shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period on condition that the premium is paid on the date and time specified in the insurance agreement, subject to section 2.
2. Where ERGO Hestia is liable before the premium has been paid, and the premium is not paid on time, ERGO Hestia shall terminate the insurance agreement with immediate effect and demand the payment of the premium for the period for which it provided insurance cover. If not terminated, the insurance agreement shall be terminated at the end of the period for which the non-paid premium is due.

§ 21

1. If payment is made by bank transfer or postal order, the date of payment shall be the date on which the payment is ordered to a bank or postal office, provided that, when paying by bank transfer, the Policyholder's bank account is credited with the relevant amount. Otherwise, the payment date shall be the date of crediting ERGO Hestia's account with the relevant amount.
2. The payment of the premium shall not be deemed to be the payment of an amount lower than the one resulting from the insurance agreement.

§ 22

The liability of ERGO Hestia shall expire upon the expiry of the insurance period unless the insurance relationship expired before that date.

Termination of the insurance agreement

§ 23

1. If the insurance agreement is concluded for a term longer than 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, or if the Policyholder is a company – within 7 days following the conclusion of the insurance agreement. If ERGO Hestia did not inform the Policyholder being a consumer about the right to withdraw from the agreement at the latest upon conclusion of the agreement, the 30-day period shall run from the day on which the Policyholder being a consumer became aware of this right.
2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.
3. Withdrawing from the insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
4. The Policyholder may withdraw from the agreement the manner described in § 28.
5. If the vehicle is sold, the rights under the insurance agreement may be transferred to the purchaser of the vehicle. The assignment of these rights shall require the consent of ERGO Hestia.
6. Where the rights referred to in section 5 are transferred, the obligations of the seller shall also be transferred to the purchaser of the item unless the parties agreed otherwise with the consent of ERGO Hestia. Despite such a transfer of obligations, the seller shall have joint and several liability together with the purchaser for the payment of the premium for the period until the transfer of the subject of insurance to the purchaser.

7. If the rights referred to in section 5 have not been transferred to the purchaser of the subject of insurance, the insurance relationship shall be terminated upon the transfer of the subject of insurance to the purchaser.
8. Where the ownership right to the vehicle is transferred:
 - 1) from the lessor to the lessee,
 - 2) from the bank to the borrower,
 the insurance agreement shall not be terminated; once the ownership of the vehicle has been transferred, the Policyholder shall have the option to terminate the insurance agreement with effect from the date of delivery of the Policyholder's statement to ERGO Hestia.
9. The provisions of sections 5-7 shall not apply to the transfer of receivables that arose or may arise from an event provided for in the insurance agreement (e.g. compensation).
10. The provisions of sections 5-7 shall also apply to forms of transfer of ownership of the vehicle other than sale.
11. The insurance agreement shall be also terminated:
 - 1) upon deregistration of the vehicle,
 - 2) upon exhaustion of the sum insured.

§ 24

1. If the insurance agreement is terminated as a result of cancellation, transfer of rights to the purchaser of the subject of insurance or de-registration of the vehicle at the request of the Policyholder, the premium for the unused insurance period shall be reimbursed, subject to sections 2-4.
2. Should the ownership right to the vehicle be transferred as referred to in § 23(5) and (8), the application to have the premium reimbursed shall additionally require the documentation of the transfer of the ownership right to the vehicle.
3. The unused insurance period is counted from the day following the termination of the insurance agreement.

Insurance recourse

§ 25

1. On the day ERGO Hestia covers the costs of replacing the damaged windows, the Insured's claim against the third party liable for the loss shall be transferred, by operation of law, to ERGO Hestia up to the amount of the costs covered. If ERGO Hestia has covered only a part of the loss, the Insured shall have the priority right to have the remaining part of their claim satisfied before the claim of ERGO Hestia.
2. Claims of the Insured against persons with whom the Insured lives in one household shall not be transferred to ERGO Hestia unless the perpetrator caused the damage intentionally.
3. The Insured is obliged to secure the possibility to bring claims for compensation against those responsible for the loss.
4. Should the Insured waive all or part of their rights towards third parties on account of the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to cover the costs respectively in full or in an amount equal to the part in which the Insured waived those rights, and if the costs have been already covered, ERGO Hestia may demand their reimbursement respectively in full or in an amount equal to the part in which the Insured waived those rights.

Final provisions

§ 26

If circumstances materially changing the probability of an accident are revealed, both parties may demand a relevant change of the premium amount, as of the day when those circumstances occurred, but not earlier than from the beginning of the current insurance period. If such a demand is made, the other party may, within 14 days, terminate the insurance agreement with immediate effect.

§ 27

1. The Policyholder, the Insured, the beneficiary or any person eligible under the insurance agreement, the person who asserts claims under the Polish Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the entity seeking insurance or the insurance guarantee applicant may lodge complaints regarding services provided by ERGO Hestia or the insurance agent.
2. The rules for lodging complaints regarding services provided by ERGO Hestia and an exclusive agent of ERGO Hestia, i.e. acting solely on behalf of or for the benefit of one insurer.
 - 1) A complaint may be lodged as follows:
 - a) through the form available at: www.ergohestia.pl;
 - b) by phone, at the following number: 801 107 107 or 58 555 5 555;
 - c) in writing, to the registered address of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) by word of mouth or in writing during a visit to an office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints are handled by an organisational entity established for this purpose by the Management Board of ERGO Hestia.
 - 3) The reply to the complaint shall be sent within 30 days from the date of its receipt in writing or by means of any other durable medium or by e-mail, at the request of the complaining party.
 - 4) In particularly complex cases that prevent the examination of the complaint and reply within the period specified above, the reply shall be sent within 60 days from the receipt. The complaining party shall be informed about the need to extend the period for responding to the complaint within a 30-day period.
 - 5) In non-standard cases, the persons listed in section 1 may contact the ERGO Hestia Customer Ombudsman via the form available at www.ergohestia.pl.
 - 6) Any natural person lodging a complaint may apply to the Financial Ombudsman www.rf.gov.pl for a review of the matter.
3. The rules for lodging complaints regarding services provided by a multiagent, i.e. an agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to the insurance cover provided.
 - 1) Complaints within the scope unrelated to the insurance coverage shall be filed directly to the agent who has provided insurance distribution services. Complaints are considered directly by this agent. If such a complaint is received by ERGO Hestia, ERGO Hestia shall forward the complaint immediately to the agent, at the same time informing the person making the complaint.

§ 28

1. All notices and statements made by the parties to the insurance agreement shall be made in writing and sent by registered post, subject to section 3.
2. The parties shall inform one another of any change in their residence address or registered office.

3. In the insurance agreement, the parties may agree that notices and statements made by the parties to the agreement shall be delivered to the other party by electronic letter (e-mail), SMS text message, fax or telephone, respectively to: e-mail address indicated by the parties, ERGO Hestia helpline number or mobile or landline telephone number indicated by the Policyholder.

§ 29

In matters not regulated in these General Terms and Conditions of Insurance, the generally applicable legal regulations shall apply.

§ 30

1. Insurance agreements shall be concluded under Polish law.
2. Disputes resulting from the insurance agreement are examined according to Polish law.
3. Both parties to the insurance agreement may bring an action for a claim resulting from the insurance agreement in accordance with the provisions on general jurisdiction or before a court having jurisdiction over the place of residence or seat of the Policyholder, Insured or beneficiary under the insurance agreement.
4. Both parties to the insurance agreement may bring an action also according to the regulations on general jurisdiction or before a court competent for the place of residence of the heir of the Insured or the heir of the person entitled from the insurance agreement.
5. Both parties to the insurance agreement may submit disputes for settlement to an arbitration court.
6. Any disputes arising from the insurance agreement between the Policyholder, the Insured or any other person eligible under the insurance agreement being a natural person and the Insurer may be resolved through out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, www.rf.gov.pl, which is an entity authorised to conduct out-of-court proceedings under the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, the Financial Ombudsman and the Financial Education Fund.
7. Due to the fact that insurance agreements concluded by ERGO Hestia cannot be used for the settlements of transactions subject to sanctions, prohibitions and international restrictions or restrictions resulting from Polish law (hereinafter: “Sanctions”), including the Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed as the provider of the insurance coverage and shall not be obliged to pay for any claim or to ensure or provide any benefit in connection with the insurance coverage, insofar as the provision of the insurance coverage, payment or ensuring/provision of other benefit in connection with the insurance coverage could result in violation of any of the aforementioned Sanctions, provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.

§ 31

These General Terms and Conditions of Insurance shall come into force as of 8 October 2023 and shall apply to insurance agreements concluded starting from that date.

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

