



All about Personal Accident Insurance for the Driver and Passengers



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

Personal Accident Insurance for the Driver and Passengers

Insurance Product Information Document

ERGO
HESTIA®

Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: Personal Accident Insurance for the Driver and Passengers

Full details are provided in the **General Terms and Conditions of Personal Accident Insurance for the Driver and Passengers** dated 1 April 2025 (code: AB-NNWK-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

What is this type of insurance?

Personal Accident Insurance for the Driver and Passengers of the Vehicle (Group 1 – Accident Insurance as defined in Division II of the Annex to the Act of 11 September 2015 on Insurance and Reinsurance Activity)



What is insured?

- ✓ This insurance covers personal accidents involving the driver and passengers of the vehicle specified in the insurance contract, resulting from the use of that vehicle.
- ✓ The insurance provides benefits in the event of death resulting from an accident, and in the event of permanent bodily injury caused by an accident, either as a full or partial impairment.
- ✓ It also covers reimbursement of the costs incurred within the territory of Poland for the purchase of medical aids, prosthetic devices, and other orthopaedic equipment, as well as the cost of dental reconstruction, and proven medical treatment costs, provided such treatment was medically necessary and incurred within Poland.
- ✓ Additionally, the insurance includes a daily allowance for documented, temporary, total incapacity to work or study. The sum insured is determined by the Policyholder and may range from PLN 5,000 to PLN 30,000.



What is not insured?

Ubezpieczenie Car Assistance nie obejmuje w szczególności:

- ✗ Personal Accident Insurance for the Driver and Passengers does not cover accidents sustained by insured persons that result from, or are connected with, any illness, if the illness contributed to the occurrence of the injury.
- ✗ The insurance does not include compensation for non-pecuniary damage, such as pain and suffering, whether physical or psychological.
- ✗ The Insurer does not reimburse the cost of implants or their implantation.



Are there any restrictions on cover?

- ! Benefits are payable in the event of death resulting from an accident, provided that death occurs within two years of the accident date, in the amount of 100% of the sum insured specified in the insurance contract. In the case of full permanent impairment, the benefit shall correspond to the percentage of permanent impairment in relation to the sum insured.
- ! A daily allowance is payable from the 10th day following the accident, provided there is documented, complete, temporary incapacity to work or study, or from the first day if such incapacity continues uninterrupted for at least 30 days.
- ! Reimbursement of documented medical expenses is provided if the treatment was medically necessary and incurred within the territory of Poland, and no later than two years from the date of the accident.
- ! Reimbursement for the cost of medical aids, prosthetics, orthopaedic appliances, and dental reconstruction is available, provided the expenses were incurred within two years from the accident date, up to a maximum of 20% of the sum insured, and no more than PLN 2,000 in total.
- ! The cost of dental reconstruction is reimbursed up to a maximum of PLN 200 per tooth.
- ! The total amount of benefits paid to all injured persons travelling in the insured vehicle shall not exceed the product of the number of seats stated in the vehicle registration certificate and the sum insured, in cases where more persons were present in the vehicle than legally permitted.

Personal Accident Insurance for the Driver and Passengers is subject to limitations in respect of damage sustained by insured persons that:

- ! was caused intentionally by the driver;
- ! was caused by a driver who, at the time of the incident or upon the arrival of the police, was under the influence of alcohol, in a state of intoxication, or under the influence of drugs or other similar substances, unless this had no bearing on the occurrence of the loss; was caused by a driver who fled the scene of the accident, where the driver was the owner of the vehicle, a person residing in the same household as the owner, or another person authorised to use the vehicle, unless this had no impact on the determination of the circumstances or the amount of the loss.



Where am I covered?

- ✓ Personal Accident Insurance for the Driver and Passengers is valid worldwide.



What are my obligations?

- If the Insured is also the Policyholder, they are obliged to disclose to the Insurer all known circumstances that the Insurer requested in the offer form or in other written documents 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;
- who is also the Policyholder, is required to notify the Insurer of any changes in circumstances without delay upon becoming aware of them.

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

- notify the Insurer of the incident immediately after its occurrence or upon becoming aware of it;
- provide the Insurer with all documents necessary to assess the claim for compensation or benefit;
- identify, if possible, other participants and witnesses to the incident, notify the police of any event that may have resulted from a criminal offence or misdemeanour, and file a request for prosecution of the persons responsible for the damage;
- comply with the Insurer's instructions and provide it with information and powers of attorney to the extent necessary for the proper claim settlement.



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 insurance intermediary.



When does the cover start and end?

The insurance contract is concluded for a period of 12 months. The Insurer'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. Insurance cover terminates upon the expiry of the period for which it was concluded.



How do I cancel the contract?

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

The Policyholder may terminate the contract at any time with immediate effect.

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.

Personal Accident Insurance for the Driver and Passengers

CODE: AB-NNWK-01/25

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Information table regulating matters listed 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
Personal Accident Insurance for the Driver and Passengers	Article 3, Article 4, Article 5, Article 7(1), Article 7(4), Article 20(3), Article 22(1-2), Article 24, Article 29(2)	Article 6, Article 7(1-2), Article 10, Article 11, Article 17(3), Article 18(3), Article 19(6), Article 20(4), Article 21, Article 22(3), Article 23(2-3), Article 28

General provisions

Article 1

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

Definitions

Article 2

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

1. Medical treatment costs	Costs incurred for outpatient and surgical procedures, hospital stays, and the purchase of essential medication and dressings. These do not include rehabilitation or transport costs.
2. Lockout	The closure of a workplace by the owner combined with the dismissal of employees, carried out either to force them to accept less favourable working conditions or in connection with a strike.
3. Accident	A sudden event caused by an external factor, resulting in bodily injury, health disorder, or death of the Insured.
4. Beneficiary	An individual designated by the Insured, or specified under these General Terms and Conditions of Insurance, who is entitled to receive a benefit in the event of the Insured's death.
5. Vehicle	A vehicle registered in the territory of Poland in accordance with the provisions of the Road Traffic Act of 20 June 1997.
6. Passenger vehicle	A vehicle registered as a passenger car, as well as an off-road vehicle, a dual-purpose vehicle (passenger and cargo), a van, or any other vehicle registered as a goods vehicle but having the body type of a passenger car, off-road vehicle, or estate car.
7. Offence	An act committed by a human being that is prohibited by law at the time of its commission, defined as a crime or misdemeanour, which is unlawful, culpable, and socially harmful to a degree greater than negligible.
8. State of intoxication	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 ³ .
9. State after alcohol consumption	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 ³ .
10. Strike	A collective, voluntary cessation of work by employees aimed at resolving a dispute concerning interests, working conditions, pay, social benefits, or trade union rights and freedoms of employees or other groups.
11. Terrorism	Illegal actions, whether individual or organised, motivated by ideological or political purposes, directed against persons or property, with the aim of creating chaos, intimidating the population, or disrupting public life through violence, and undertaken to achieve political or social objectives.
12. Insured	A natural person for whom the insurance contract is concluded by the Policyholder, or a lessee or creditor in whose favour the vehicle has been transferred as security under a leasing agreement.
13. Ubezpieczony	osoba fizyczna, na której rachunek Ubezpieczający zawarł umowę ubezpieczenia, albo finansujący z umowy leasingu bądź wierzyciel, na którego rzecz dokonano przewłaszczenia pojazdu.
14. Vehicle use:	a) Driving the vehicle on public roads, from the moment of entering until exiting the vehicle, including brief stops during the journey; b) Activities performed by the driver or passengers in the immediate vicinity of the vehicle relating to its routine operation, including: refuelling at a petrol station, loading and unloading the vehicle, washing and cleaning, and opening or closing vehicle doors or garage/property gates; c) Repairs carried out by the driver or passengers during the journey to allow continuation of the trip or to reach the nearest garage or service station.
15. Riots	Violent demonstrations or hostile actions directed against the authorities with the aim of changing the existing legal order.

Subject and scope of insurance

Article 3

1. The subject of the insurance is the consequences of personal accidents suffered by the driver of the vehicle specified in the insurance contract, resulting from the use of that vehicle.
2. The insurance also covers the consequences of personal accidents suffered by passengers of the vehicle specified in the insurance contract, resulting from the use of that vehicle.

Article 4

The driver of the vehicle specified in the insurance contract is covered by the insurance only when carrying out repairs along the route, aimed at reaching the nearest garage or service station, or continuing the journey.

Article 5

The insurance cover applies to personal accidents occurring within the territory of the Republic of Poland or abroad, subject to the exceptions listed in Article 6.

Article 6

1. The insurance does not cover accidents:
 - 1) caused intentionally by the driver of the vehicle;
 - 2) caused by a driver who, at the time of the incident or upon the arrival of the police, was under the influence of alcohol, in a state of intoxication, or under the influence of drugs or other similar substances, unless this had no bearing on the occurrence of the loss; was caused by a driver who fled the scene of the accident, where the driver was the owner of the vehicle, a person residing in the same household as the owner, or another person authorised to use the vehicle, unless this had no impact on the determination of the circumstances or the amount of the loss;
 - 3) caused by a driver operating the vehicle without the required driving licence, or by a person residing in the same household as the owner or otherwise authorised to use the vehicle, unless this had no effect on the occurrence of the damage;
 - 4) resulting from the commission or attempted commission of a criminal offence by the driver;
 - 5) occurring during rallies, races, demonstrations, competitions, or other motor sport events involving the insured vehicle;
 - 6) resulting from acts of war, martial law, a state of emergency, riot, civil commotion, civil unrest, strikes, lock-outs, acts of terrorism or sabotage, or the confiscation, nationalisation, detention, or requisition of property by government authorities,
 - 7) caused by nuclear energy, radioactive contamination, laser or maser radiation, or magnetic/electromagnetic fields;
 - 8) caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series;
 - 9) resulting from, or connected with, any illness, if the illness contributed to the occurrence of the damage.
2. ERGO Hestia's liability does not include compensation for non-pecuniary damage such as pain and suffering, either physical or psychological, resulting from bodily injury, deterioration in health, or the death of the Insured.

Types of benefits

Article 7

1. ERGO Hestia shall pay the following types of benefits:
 - 1) In the event of death resulting from a personal accident, provided it occurs within two years from the date of the accident – 100% of the sum insured specified in the insurance contract.
 - 2) For permanent impairment caused by a personal accident:
 - a) – In the event of full permanent impairment: full sum insured as specified in the insurance contract;
 - b) – In the event of partial permanent impairment: a percentage of the sum insured corresponding to the percentage of permanent impairment;

- 3) Daily allowance payable from the 10th day following the accident, provided there is documented, complete, temporary incapacity to work or study, or from the first day if such incapacity continues uninterrupted for at least 30,
- 4) Reimbursement of documented medical costs, provided the treatment was medically necessary and incurred in the territory of the Republic of Poland, within two years from the accident date;
- 5) Reimbursement for the cost of medical aids, prosthetics, orthopaedic appliances, and dental reconstruction is available, provided the expenses were incurred within two years from the accident date, up to a maximum of 20% of the sum insured, and no more than PLN 2,000 gross;

Reimbursement for the costs of dental restoration up to a maximum of PLN 200 gross per tooth, subject to section 2.

2. The total amount of benefits under section 1 may not exceed the sum insured as set in the insurance contract.
3. ERGO Hestia does not reimburse the cost of implants or their implantation.
4. Costs of medical aids, prosthetics, and orthopaedic appliances are reimbursed only if they are medically necessary and cannot be covered by public health insurance or social security. These costs must also be incurred within the territory of the Republic of Poland.

Conclusion of an insurance contract

Article 8

1. The insurance contract is concluded on the basis of an application, and the insurance policy constitutes confirmation of its conclusion.
2. The application should include, at a minimum the following details:
 - 1) name and address of the Policyholder and the Insured, if the contract is concluded on behalf of a third party;
 - 2) vehicle details, including the number of seats;
 - 3) scope of insurance cover;
 - 4) the sum insured;
 - 5) the insurance period.

Conclusion of an insurance contract on behalf of a third party

Article 9

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.

Sum insured

Article 10

1. The sum insured shall be declared by the Policyholder within the limits specified in section 2.
2. The sum insured may not be lower than PLN 5,000 and higher than PLN 30,000 (gross).
3. The Policyholder may, at any time during the term of the insurance contract, increase the sum insured within the limits specified in section 2 by paying an additional premium.
4. The declared sum insured represents the upper limit of ERGO Hestia's liability in respect of each Insured.

Article 11

1. Where there are more people in the vehicle than the number of seats specified in the vehicle registration certificate, the sum insured per person is calculated by multiplying the sum insured specified in the contract by the number of seats and dividing by the number of occupants.
2. The total amount of benefits paid to all injured persons travelling in the vehicle shall not exceed the product of the number of seats and the sum insured specified in the insurance contract.

Method of determining and paying the insurance premium.

Article 12

1. The insurance premium is determined following a risk assessment.
2. The insurance premium shall be determined in accordance with the tariff in force on the date of conclusion of the insurance contract.
3. The insurance premium may be paid in a lump sum or, upon the Policyholder's request, in instalments. The number of instalments, their due dates, and amounts are specified in the insurance contract.

Article 13

1. The amount of the premium is calculated as the product of the sum insured and the insurance rate specified in the tariff applicable on the date of conclusion of the insurance contract.
2. The amount of the premium depends on the number of seats in the passenger vehicle as stated in the registration certificate.
3. When determining the premium, the following are taken into account:
 - 1) discounts for insuring multiple vehicles;
 - 2) surcharges for motorcycles and mopeds.
4. When determining the premium amount, a discount is applied for a single lump-sum payment, or a surcharge is applied if the premium is paid in instalments.

Article 14

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

Period of insurance and duration of ERGO Hestia's liability

Article 15

1. The period of insurance shall be specified in the Insurance contract.
2. The commencement date of the insurance period shall be as agreed between the parties and stated in the insurance contract.
3. The insurance contract may be concluded for one year.

Article 16

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 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.

Duties of the Policyholder and the Insured

Article 17

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 referred to in section 1, where such circumstances were inquired about by ERGO Hestia in the insurance application form, or other documents prior to the conclusion of the insurance contract.
3. ERGO Hestia shall not be liable for the consequences of any circumstances which, in breach of sections 1 and 2, were not brought to its knowledge. If the breach of section 1 was committed wilfully, it shall be presumed, in case of doubt, that the insured event and its consequences resulted from the undisclosed circumstances referred to in the preceding sentence.

Procedure in the event of an accident

Article 18

1. The Insured is obliged to notify ERGO Hestia of the event immediately after it occurs or upon becoming aware of it.
2. Notification can be made:
 - 1) via the form available on the website: www.ergohestia.pl or
 - 2) By phone: 801 107 107 or 58 555 5 555.
3. In the event of a deliberate breach or gross negligence in fulfilling the obligation of prompt notification referred to in paragraph 1, ERGO Hestia may reduce the compensation or benefit accordingly, but only if the breach contributed to an increase in the damage or made it impossible for ERGO Hestia to determine the circumstances and consequences of the event.

Article 19

1. In the event of an incident, the Insured is obliged to:
 - 1) provide ERGO Hestia with all documents necessary to process the claim, including:
 - a) medical diagnoses and other documents confirming the cause of the accident and the scope of medical treatment;
 - b) invoices for paid medical assistance or other eligible expenses covered by insurance;
 - 2) undergo treatment and follow recommendations to mitigate the effects of the accident;
 - 3) release doctors, public and private healthcare institutions, and the Social Insurance Institution from their duty of medical confidentiality to the extent necessary for the assessment of the claim, and to consent to the disclosure of medical documentation to ERGO Hestia;
 - 4) undergo examination by medical professionals or, if necessary, clinical observation;
 - 5) enable ERGO Hestia to take steps necessary to establish the circumstances of the accident, the validity and amount of the claim, and to provide assistance and explanations for that purpose.
2. The Insured shall also be obliged to make available other documents necessary for the proper settlement of the claim.
3. In the event of the Insured's death, the beneficiary shall be obliged to provide ERGO Hestia with documents necessary to establish the validity of the claim, including a copy of the death certificate and documents confirming the beneficiary's relationship with the Insured.
4. ERGO Hestia shall have the right to verify the documents submitted by the Insured and to consult specialists.
5. The Insured shall be obliged to collect the documents referred to in sections 1-3 and deliver them to ERGO Hestia at their own expense.
6. In the event of the Insured's wilful misconduct or gross negligence in failing to meet the duties referred to in sections 1-3, ERGO Hestia shall be entitled to refuse payment of the compensation in whole or in part, for the damage resulting from such failure, provided that the failure had an impact on the occurrence or extent of the damage, the determination of the cause or circumstances of the event, or the amount of compensation, and is causally connected to the loss.

Calculation of the benefit amount

Article 20

1. The degree of permanent impairment shall be determined by a medical assessor appointed by ERGO Hestia. The basis for the decision is a physical examination and medical documentation related to the accident, including a certificate of completion of medical treatment.
2. In determining the degree of permanent impairment and the causal relationship, the medical assessor shall rely on their professional medical expertise and the actual health condition of the Insured before and after the accident. The cost of appointing the medical assessor to determine the degree of permanent impairment shall be borne by ERGO Hestia.
3. The degree of permanent impairment shall be determined immediately after the completion of treatment and rehabilitation and, in the case of longer treatment, no later than 36 months from the date of the accident. Subsequent changes in the degree of permanent impairment do not affect the benefit amount.

4. In the case of prior impairment or pre-existing condition affecting an organ or system later damaged in the accident, the degree of permanent impairment shall be determined as the difference between the degree of permanent health impairment after and before the accident.

Article 21

1. If the Insured received compensation for permanent impairment and later died as a result of the same accident, death benefits are payable only if they exceed the amount already paid, in which case the previous payment is deducted.
2. If the Insured died as a result of the accident after the impairment was determined but had not received the payment, the death benefit shall be paid to the beneficiary.

Article 22

1. The daily allowance for full, temporary incapacity to work or study shall be paid based on a relevant medical certificate.
2. The daily allowance for full incapacity to work or study is paid at a rate of 1% of the sum insured specified in the insurance contract for each day of incapacity, but for no more than 180 days.
3. ERGO Hestia may refuse payment if the Insured is found to have worked or attended classes during the claimed period.

Article 23

1. Reimbursement for medical treatment, medical aids, prosthetics, orthopaedic appliances, and dental reconstruction shall be based on invoices.
2. Total reimbursements under section 1 may not exceed 30% of the sum insured, specified in the insurance contract.
3. ERGO Hestia shall deduct an excess of 30% payable by the Insured from the reimbursement of medical treatment costs.

Article 24

ERGO Hestia shall reimburse the Insured for costs of medical tests and expert opinions required by ERGO Hestia to substantiate the claims.

Beneficiaries

Article 25

1. The benefit for permanent impairment shall be payable to the Insured.
2. If the Insured dies before receiving the benefit for permanent impairment, and the death was not a result of the accident, the benefit determined prior to death shall be paid to the beneficiary.

Article 26

1. The death benefit shall be paid to the beneficiary specifically designated by the Insured, subject to Article 29.
2. The Insured may change the designated beneficiary at any time.

Article 27

1. The daily allowance for temporary, full incapacity to work or study shall be payable to the Insured.
2. If the Insured dies before receiving the benefit due, it shall be paid to the beneficiary.

Article 28

The benefits referred to in Articles 25–27 shall not be payable to any beneficiary who has wilfully contributed to the death of the Insured.

Article 29

1. If, at the time of death, the Insured had not designated a beneficiary to receive the benefit, the benefit shall be paid to the deceased's family members in the following order:
 - 1) to the spouse – in full;
 - 2) to the children – in equal shares;

- 3) to the parents – in equal shares;
 - 4) to other heirs of the deceased – in equal shares.
2. If no person is entitled to the benefit, ERGO Hestia shall reimburse, within the limits of the sum insured, the documented funeral expenses and, if applicable, the costs of transporting the body from the accident site to the place of burial, to the person who incurred such costs, unless these expenses were covered by social security.

Payment of compensation or benefits

Article 30

1. The beneficiary under the insurance contract shall be obliged to substantiate the validity of the claim.
2. ERGO Hestia shall pay compensation or benefit 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 compensation, or following a settlement concluded with the claimant or a final court ruling.

Article 31

1. ERGO Hestia shall pay compensation or benefit within 30 days of receipt of notice of the accident.
2. If it is impossible to clarify the circumstances necessary to establish ERGO Hestia's liability or the amount of compensation or benefit within the time limit specified in section 1, the compensation or benefit 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 compensation or benefit within the time limit specified in section 1.

Termination of the insurance contract

Article 32

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 36.
5. The Policyholder may terminate the insurance contract at any time with immediate effect.
6. If the vehicle specified in the insurance contract is sold, the rights under the insurance contract may be transferred to the purchaser of the insured object. The transfer of these rights requires ERGO Hestia's consent.
7. In the event of a transfer of the rights referred to in section 6, 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.
8. If the rights referred to in section 6 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.
9. In the event of a transfer of vehicle ownership:
 - 1) from the lessor to the lessee, or
 - 2) from the bank to the borrower,
 the insurance contract shall not be terminated. However, following the transfer of ownership, the Policyholder may terminate the insurance contract with effect from the date on which their notice of termination is delivered to ERGO Hestia.

10. The provisions of sections 6–8 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).
11. The provisions of sections 6–8 also apply to forms of transfer of vehicle ownership other than sale.
12. The insurance relationship shall be terminated upon deregistration of the vehicle specified in the insurance contract.

Article 33

1. If the insurance contract is terminated for reasons set out in Article 32, the unused portion of the premium shall be refunded, 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 34

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

Article 35

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

Article 36

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

Article 37

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

Article 38

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 or to the electronic delivery address AE:PL-58185-26619-SWDBT-23,
3. through the contact form – in the section Personal Data Protection at www.ergohestia.pl.

Purposes of Personal Data Processing

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

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
Direct marketing of own products and services	We analyse your data in order to communicate with you more effectively and apply profiling, including the creation of marketing profiles.
Prevention of insurance fraud	Where necessary, we process data to prevent fraud and to protect our operations against misuse for criminal purposes.
Handling complaints, requests and enquiries	We process complaints and appeals relating to our services, as well as respond to requests and enquiries addressed to us.
Fulfilment of legal obligations	Including obligations related to sanctions introduced by the United Nations, the European Union, or the United States of America.
Analysis and statistics	As part of our insurance activities, we carry out internal analyses and statistical research.
Purposes expressed in consent	If you provide your consent, we will process your personal data for the purposes specified in the consent, other than those listed above.

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.