

**ERGO**  
HESTIA<sup>®</sup>

The highest standard of protection

# Everything about ERGO 7 insurance

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# Why ERGO Hestia?

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## **Insurance tailored to your needs.**

We enable individual configuration of the scope of insurance.

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## **Account Manager.**

We ensure comprehensive service by one Agent.

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## **iHestia.**

We provide a web portal for self-management of policies.

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## **Confidence of top market players.**

We protect the companies of key significance for the Polish economy.

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## **25 years of experience.**

We anticipate the situations that may happen to our Customers.

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## **The highest quality of claim adjustment.**

We adjust claims following a transparent procedure.

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## **Open dialogue with the Customer.**

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

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## **Management of complaints.**

We listen to our Customers and analyse complaints.

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## **ERGO Hestia Customer Ombudsperson.**

We establish relationships with Customers, examine problems and search for solutions.



# Why is ERGO 7 a good choice?

- You get full protection of your property
- You get an attractive premium for the majority of insured risks or the possibility to select a wider scope of insurance coverage
- You can select from among three insurance options – from protection against most frequently occurring events to All risk
- You insure various types of real estate

## What can you insure in ERGO 7?

- a house or a flat
- summer cottage
- house in construction
- outbuildings, e.g. a detached garage
- fixtures and fittings, e.g. linings, paint coatings, indoor elements: doors, windows, roller blinds
- technical equipment, e.g. installations, solar panels, water supply and sewage network, or heating network
- furnishing, e.g. household items, furniture, radio and TV equipment and household appliances
- personal belongings, e.g. clothing, jewellery, watches, equipment: electronic, computer hardware, sports
- works of art, antiques, collections e.g. paintings, graphics, coins, stamps
- garden architecture e.g. fence, gazebos, garden furniture, playground equipment
- glass items, e.g. mirrors, fireplace glass
- third-party liability insurance
- health and life (Personal Accident Insurance)

## What can you insure yourself against in ERGO 7?



### Against fire and fortuitous events

The insurance covers, among others:

- property damage caused by a fire or other fortuitous event, e.g. lightning, flooding or hurricane
- destruction of external elements of a house or apartments, also those situated on the site of the insured property, e.g. cameras, elements of monitoring
- overvoltage regardless of its cause, e.g. overvoltage in the installation, sudden surge in the power network causing a damage to household appliances and radio and TV equipment
- frost shake of external elements of a house, outbuilding or elements of balconies, terraces or loggias in the apartment
- destruction of plants growing on the site of the property
- breakage or cracking of e.g. stove top, glass elements of microwave and ventilation hood, as well as glass elements of balconies
- thawing of household supplies stored in fridges
- construction disaster in a house in construction or an outbuilding and garden architecture in progress

You may extend the scope of coverage to include **losses caused by a flood**.

**Full protection under All risk** also covers liability for losses or damage caused by the Insured or his/her relatives, the so called self-inflicted injuries.

You can also insure **a house older than 50 years**, if it underwent renovation – compensation shall be paid according to the value of the house in new condition.

**You conclude an insurance contract without inspection of the building and showing the insured items.**

**Wooden house** can be insured without the necessity to pay an additional premium. You can insure your house **without final commissioning**.



## Against Theft

The insurance covers:

- burglary and theft of the insured items
- theft of external elements of your house or apartment, e.g. gutters, cameras, solar batteries, air conditioners
- destruction, also during an attempt at burglary, of external elements of your house, apartment, summer cottage or house in construction
- destruction or theft of items situated on the site of the property e.g. grill, garden furniture, playground equipment
- vandalism, including graffiti

**You can insure garden architecture, plants, external elements of your house or apartment against theft (without signs of burglary).**

**Your insurance also covers the costs of replacement of security devices and making the copies of keys** in case of their loss or destruction.



## Third-Party Liability Insurance in Private Life

The insurance covers:

- third-party liability insurance in private life, which provides coverage in the event of causing a loss to other persons, also in connection with the use of the real estate, e.g. during practising recreational sports or losses caused by children

The insurance also covers **domestic staff and other persons carrying out work in the household**, without the necessity to pay an additional premium.

The insurance covers losses resulting from **flooding not attributable to the Insured**, e.g. due to a failure of the washing machine.

The policy limit in Option III is **as much as PLN 2 million**.

**Protection all over the world.**



## Personal Accident Insurance

The insurance covers:

- disablement, e.g. broken arm, twisted joints, loss of sight
- costs of purchase of the necessary medications, wound dressings and orthopaedic devices
- death
- loss of capacity to work
- consequences of accidents occurring as a result of practising sports and one's profession

You may extend the scope of insurance to include:

- myocardial infarction or cerebral stroke
- developing malignant breast cancer or prostate cancer
- practising competitive sports
- practising high-risk sports
- practising high-risk professions

**Table of degrees of disablement** clearly and precisely determines the amount of benefit. The sum insured amounts even up to **PLN 500,000**.

In case of an accident which prevents the performance of work – support in social and professional activation through **the Victim Support Centre (CPOP)**.

## What additional coverage options do you have in ERGO 7?



**Tenant Third-Party Liability Insurance** – you get protection, if the tenant to whom you rent the apartment destroys or damages the property of a third party, e.g. floods the neighbour's apartment.



**Home Assistance** – you can use the emergency assistance of a specialist, e.g. locksmith, plumber, service technician specialising in computer hardware, office equipment, household appliances or radio and TV equipment.



**SOS Assistance** – you get assistance in case of damage to or destruction of a house or apartment as a result of fortuitous events or flood, e.g. substitute premises, property safeguarding, transport.



**Medical Assistance** – you get assistance in case of sudden illness or accident, e.g. physician or nurse visit, delivery of medicines.



**Luggage** – we protect your personal effects, such as a phone, tablet or keys, against their loss or destruction, both during daily use and travel. The protection also covers the luggage transported inside the vehicle and in external cargo carriers.

### Important!

General Terms and Conditions of Insurance are also available on [www.ergohestia.pl](http://www.ergohestia.pl).

# What is iHestia?

iHestia is a modern web portal available to Customers and Agents representing ERGO Hestia. It is your personal account with the information on concluded contracts, payments and reported losses:

- You can manage your policies on your own and report a loss by logging on to **ihestia.ergohestia.pl**.
- If you need the assistance of the Account Manager, please contact the Agent. You will get professional support, and your case will be handled during a visit or a phone talk.

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



Claim report

### Claim report

Report a claim.

You will get a clear summary and access to the information on the course of the loss adjustment. You can also report a claim by phone at: 801 114 114 or 58 558 7 000.



Policy configuration

### Configuration of coverage or purchase of insurance

Configure your own scope of coverage and send it to the Agent, who will prepare an offer. You can accept a policy remotely.



Policy edition

### Service of the concluded contract

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



Change of the owner

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



Payments

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



Documents for downloading

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

## Important!

You can also contact ERGO Hestia by filling in the forms available at [www.ergohestia.pl](http://www.ergohestia.pl). We will ensure that your question reaches the competent recipient.





# General Terms and Conditions of ERGO 7 Non-Motor Insurance

C-E7-PK-02/16

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The following table specifies which provisions of the General Terms and Conditions of ERGO 7 Non-Motor Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§ 20, § 21, § 22, § 24 section 4, § 25 section 2, § 29 section 3
Property	§ 4 section 1, § 4 section 6, § 4 sections 9–11	§ 4 section 3, § 4 section 6, § 5, § 6, § 27 section 6, § 28, § 31 section 4, § 32, § 33
Third-Party Liability Insurance in Private Life	§ 7 section 1, § 7 section 4	§ 7 section 4, § 8
Tenant Third-Party Liability	§ 9 section 1–2, § 9 section 5	§ 9 section 5, § 10
Accident insurance	§ 11 section 1, § 11 sections 3–4, § 36 section 1, § 36 sections 7–8, § 36 section 12	§ 12, § 36 sections 3–4, § 36 section 6, § 36 section 9, § 36 section 11, § 37 section 2
ERGO 7 Assistance	§ 14 section 1, § 15 section 1, § 16 section 1	§ 17
Luggage	§ 18 section 1	§ 19, § 38 section 2

## § 1

1. The document describes the terms and conditions of concluding an insurance contract with Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, at ul. Hestii 1, (hereinafter: "ERGO Hestia"). The document shall bind the insured persons, if they are not a party to the insurance contract (Customer) at the same time.
2. ERGO Hestia is a controller of personal data transferred in connection with the conclusion and performance of the insurance contract. These data will be processed exclusively in order to carry out obligations under the insurance contract and to meet legally justified purposes of ERGO Hestia (direct marketing of private-label products and services and asserting claims under the concluded insurance contract).
3. The persons whose personal data are processed by ERGO Hestia have the right to access and correct them. Processing of these data for purposes other than indicated above requires prior consent of the interested person.
4. Terms used in this document shall have the meanings set out in the definitions below:

TERM	WHAT DOES IT MEAN?
Accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Accident	In the Third-Party Liability Insurance in Private Life and the Tenant Third-Party Liability Insurance – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Actual value	Replacement value less technical wear and tear
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm <sup>3</sup>
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years
Apartment	A legally separated part of a multi-family residential building together with technical equipment, fixtures and fittings and: a) appurtenant premises; b) walls, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars, awnings
Appurtenant premises	Premises appurtenant to an apartment that may constitute an object of separate ownership and that are used by the Insured or their relatives who run a common household or by persons authorized by the Insured. Appurtenant premises include also a parking space inside the building where the apartment is located
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰–0.5‰, or the concentration of alcohol in breath amounts to 0.1 mg–0.25 mg per 1 dm <sup>3</sup>
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from the premises (and in the Luggage Insurance also from a car boot, a caravan, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender and obtained as a result of an offence as well as the destruction of the subject of insurance directly related to the commitment of burglary or attempt at committing a burglary
Cerebral stroke	Cerebrovascular accident that was diagnosed and confirmed with such medical imaging techniques as: CT (computer tomography), MRI (Magnetic Resonance Imaging), PET (Positron Emission Tomography), consisting of: a) infarction of cerebral tissue or b) intracranial or subarachnoid haemorrhage, or c) embolism from extracranial sources, embolism from extracranial sources that caused sustained neurological deficits lasting for longer than 3 months (the existence of permanent neurological defects should be confirmed by a specialist in neurology)
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g. paintings, sculptures, coins, post stamps
Commencement date	The beginning of insurance period in the first insurance contract concluded with ERGO Hestia. In case of a break in the continuity of insurance, which shall be understood as concluding another insurance contract for which the insurance period commences on the day following the end of the insurance period of the expired contract, the commencement date shall be the start date of ERGO Hestia's liability under the new insurance contract concluded after the break in insurance

TERM	WHAT DOES IT MEAN?
Constant supervision	Direct supervision at the insured location performed by persons employed by the Insured or by a property protection agency with which the Insured has signed a property protection contract
Construction	Works comprising the erection of a house, apartment, outbuilding or garden architecture, as well as their reconstruction, repair, superstructure, modernization and extension. Construction does not refer to construction works comprising only the fixtures and fittings
Construction disaster	Unintentional, sudden destruction of a house or outbuilding in construction, as well as their parts and structural elements of scaffoldings, elements of moulding devices, shaping sheet piling and excavation lining. The following are not regarded as a construction disaster: a) damage to the element in-built in the construction facility qualifying for repair or replacement; b) damage to or destruction of construction equipment relating to buildings; c) installation failure
CPOP	Centrum Pomocy Osobom Poszkodowanym sp. z o.o. (Victim Support Centre – CPOP) – the organiser of the CPOP Carer service on behalf of ERGO Hestia
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime of offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	A natural person concluding the insurance contract (the Policyholder)
Damage to property	In the Third-Party Liability Insurance in Private Life and the Tenant Third-Party Liability Insurance – losses due to destruction of or damage to a movable item or a real estate possessed by the aggrieved party as well as lost benefits that they might obtain if their property was not destroyed or damaged
Dangerous professions	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction works associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater works, fishing, work on ship, in mining industry (workers employed at platforms, mining) as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard, security worker
Domestic animals	Animals usually bred by people and kept at home or in the backyard: dogs, cats, birds, rodents, aquarium fish, horses, apart from animals bred for commercial and economic purposes
Electronic lock	A lock enabling access to a room, opened with a complex access code, other than a key, such as a magnetic card, digital code, biometrical reader
Emergency Centre	The organizer providing assistance services on behalf of ERGO Hestia
ERGO Hestia Representative	The Agent acting in favour of ERGO Hestia, a natural person with the help of whom the Agent performs the agency tasks or an employee of ERGO Hestia
Event	a) A future and uncertain sudden event beyond the control of the Insured, causing a loss covered by the scope of insurance – in Property Insurance against Fire and Fortuitous Events, in Property Insurance against Theft; b) accident – in Personal Accident Insurance; c) loss of bodily function or bodily injury – in the Medical Assistance Variant of the ERGO 7 Assistance Insurance
Excess	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Extreme sports	Aerodium, balloon/airship, base jumping, bobsleighs, boxing, capoeira, canyoning, American football, heliboarding, heliskiing, house running (rap sliding), half pipe, sea kayaking, whitewater kayaking, karting, cycling – marathon, cycling – trial, mountain cycling, hang gliding/ultralight trike, aviation – airplane, glider aircraft, helicopter, alpine skiing outside designated routes (freeride), diving up to 40 m, off piste skiing/snowboarding, paragliding/motoparagliding, rafting, rock boarding, rocket jumping, rugby, ski mountaineering, ski touring, ski jumping, bungee jumping, speleology, motor sports (not races), parachuting, snowboarding outside designated routes (freeride), martial arts, tree climbing, autogyro, mountain climbing up to 5300 above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, expeditions to jungle, bush, desert, glacial or snow zones, poles
Failure	A malfunction of the device or installation caused by mechanical, electrical, electronic or hydraulic damage, excluding: the necessity to fill in the consumables, current and periodic maintenance, delivery and installation of accessories
Fixtures and fittings	Elements mounted or embedded in a house, apartment, summer cottage, house in construction or outbuilding in a fixed manner, preventing their separation without the use of tools, in particular: a) internal fittings, mezzanines and partition walls with frame construction, including plasterboard; b) paint coating, all kinds of decorative veneers or linings of ceilings, walls, stairs and floors; c) shower stalls, sinks, tubs, toilet bowls, bathroom and kitchen taps; d) internal elements: doors, windows with glazing and locks, window sills, shutters, roller blinds
Flood	Flooding of areas as a result of a raised level of flowing and standing water, or as a result of a rise of coastal marine waters

TERM	WHAT DOES IT MEAN?
Fortuitous events	<ul style="list-style-type: none"> <li>a) rescue operations – actions taken to prevent loss threatening directly or to mitigate its effects, together with ineffective actions, if these measures were appropriate to the circumstances;</li> <li>b) smoke and soot – suspension of particles in gas being a direct result of:               <ul style="list-style-type: none"> <li>1./ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations;</li> <li>2./ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin;</li> </ul> </li> <li>c) hail;</li> <li>d) sonic bang;</li> <li>e) hurricane – wind of at least 15 m/sec., causing massive damage;</li> <li>f) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes;</li> <li>g) snow pressure – the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice;</li> <li>h) landslide;</li> <li>i) fire;</li> <li>j) overvoltage caused by lightning;</li> <li>k) surface water flow;</li> <li>l) earthquake;</li> <li>m) lightning;</li> <li>n) vehicle collision;</li> <li>o) falling tree;</li> <li>p) falling mast;</li> <li>q) falling aircraft;</li> <li>r) explosion;</li> <li>s) flooding – presence of liquid in a house, apartment, summer cottage, house in construction or outbuilding leading to the occurrence of loss, resulting from:               <ul style="list-style-type: none"> <li>1./ precipitation;</li> <li>2./ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems;</li> <li>3./ escape of water from household appliances as a result of their failure;</li> <li>4./ withdrawal of water or sewage from public sewerage facilities;</li> <li>5./ taps or other valves in other devices in the water supply, sewerage or heating systems being left open accidentally and inadvertently;</li> <li>6./ operation of third parties;</li> <li>7./ escape of water from a broken or cracked aquarium;</li> <li>8./ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building;</li> </ul>               In Luggage Insurance flooding is the liquid damage to insured luggage and cash resulting from the aforementioned causes;             </li> <li>t) subsidence</li> </ul>
Frost shake	Frost shake of external elements of the insured house, outbuilding or elements of balconies, terraces or loggias in the apartment
Furnishing	Decorative elements and elements of interior design of a house, apartment, summer cottage or house in construction, as well as household appliances and other property necessary to run a household, belonging to the Insured or his/her relatives, who run household together, such as: <ul style="list-style-type: none"> <li>a) furniture (including built-in);</li> <li>b) mechanized equipment and household appliances;</li> <li>c) audio-visual, and radio and TV equipment;</li> <li>d) household items;</li> <li>e) household supplies</li> </ul>
Garden architecture	Situated at the insured location: <ul style="list-style-type: none"> <li>a) fences and their components;</li> <li>b) swimming pools, tennis courts, pavements and roads;</li> <li>c) gazebos, carports, garden lamps, wells, statues and fountains;</li> <li>d) tool sheds without foundations;</li> <li>e) ornamental plants, including those cultivated in pots;</li> <li>f) playground equipment, swings, garden furniture, grills, home and garden tools, pens for animals</li> </ul>
Glazing	<ul style="list-style-type: none"> <li>a) glass elements of: walls, roofs of a house, summer cottage or house in construction, furniture, oven, microwave, ventilation hood, balconies, terraces, loggias, fixtures and fittings;</li> <li>b) glass windows and doors;</li> <li>c) fireplace glass;</li> <li>d) mirrors and stained glass windows, affixed in a permanent manner;</li> <li>e) glass, ceramic or stone wall and ceiling cladding;</li> <li>f) kitchen hobs – ceramic or glass;</li> <li>g) aquaria or terrariums with the capacity of over 100 L</li> </ul>

TERM	WHAT DOES IT MEAN?
High-risk professions	Professions involving manual labour, that is: industrial worker, operator or machine and device assembly worker, farmer, gardener, forester, driver, construction and repair worker; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and the activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids
High-risk sports	BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, hydrospeed (in the territory of Europe), horse riding, snow scooters, motor yachts, kayaking, kitesurfing, cycling – cross-country, track cycling, bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoring, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sanding
House	A detached residential building, as well as a separate part of semi-detached or terraced house (including also parts of a house belonging to the Insured constituting co-ownership of several persons), permanently affixed to the ground, demarcated in the space with building partitions, equipped with in-built installations, technical devices and fixtures and fittings, and constituting a technical and utility whole, together with a garage, if it constitutes an integral part of the house. House also includes: a) walls, foundations, roof, terraces, balconies, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars awnings; b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters
House in construction	A building in which construction works are in progress (erection, extension, superstructure, reconstruction, renovation, modernisation) from the date of undertaking first works on the construction site to the earliest date when the building is ready for use in accordance with the applicable provisions. Depending upon the progress of works, a house in construction also includes: a) walls, foundations, roof, terraces, balconies, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars awnings; b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters c) fixtures and fittings; d) technical devices; e) materials, raw materials and semi-finished products used for the execution of construction works
Insured location	A location of the house, apartment, summer cottage or house in construction specified in the insurance contract
Loss	A direct consequence of the event or accident covered by the insurance contract: a) financial detriment – in the Property Insurance, in the Luggage Insurance; b) death, bodily injury, loss of bodily function or financial detriment – in the Personal Accident Insurance; c) personal injury or damage to property – in the Third-Party Liability Insurance in Private Life; in the Tenant Third-Party Liability Insurance
Loss investigation	Carrying out necessary activities to explicitly identify the element of insured property, the fault or defect of which was the direct cause of loss, damage to property or personal injury
Luggage	The property located outside the regular place of residence, used by the Insured or his/her relatives who run a household together, in their everyday life, or things that are held by the Insured temporarily, if they were rented or lent for use by the employer or other organizational unit, provided that such rental or letting for use were confirmed in writing by the borrowing or lending entity
Malignant breast cancer	The neoplasm which presents as a malignant tumour (in the mammary gland) with uncontrolled growth and dissemination of malignant neoplastic cells as well as infiltration of the tissues. The classification of a malignant mammary gland tumour shall be confirmed with a histopathological examination
Malignant prostate cancer	The neoplasm which presents as a malignant tumour (in the prostate gland) with uncontrolled growth and dissemination of malignant neoplastic cells as well as infiltration of the tissues. The classification of a malignant prostate tumour shall be confirmed with a histopathological examination
Market value	Value corresponding to the purchase price on the local market
Market value of the apartment	The value corresponding to the product of the floor area of an apartment multiplied by the average market price of 1 m <sup>2</sup> in a given town or city or district in relation to homes of similar characteristics and standard of finish
Monetary values	Gold and silver coins that do not constitute means of payment, non-utility items: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash

TERM	WHAT DOES IT MEAN?
Multipoint lock	A lock which bolts the door into the frame in several distant places
Multi-tumbler lock	A lock which has more than one groove perpendicular to the shaft on the blade
Myocardial infarction	Explicitly diagnosed partial myocardial necrosis resulting from acute ischaemia, which caused coinciding symptoms such as: <ul style="list-style-type: none"> <li>a) typical angina identified in the patient's medical history;</li> <li>b) new changes in electrocardiography, previously not diagnosed, typical of recent myocardial infarction;</li> <li>c) increase in the activity of heart biomarkers typical of recent myocardial infarction;</li> <li>d) significant decrease in ejection fraction of the left ventricle (according to the measurement within at least 3 months of the date of event or new segmental disturbances in the contractility of heart wall in the imaging examinations)</li> </ul>
Outbuilding	A building permanently affixed to the ground, demarcated in the space with building partitions, with foundations and roof, equipped with in-built installations, technical devices and fixtures and fittings, and constituting a technical and utility whole (apart from a greenhouse), which is used for purposes other than residential purposes, as well as a detached garage. The following elements are parts of the outbuilding: <ul style="list-style-type: none"> <li>a) walls, foundations, roof, partition walls without frame construction, external elements: doors, windows with glazing, and window sills,</li> <li>b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters</li> </ul>
Overvoltage	A sharp change in voltage in the electricity network
Personal belongings	Things used by the Insured or their relatives keeping a household together, in their everyday life, or things that are held by the Insured temporarily, if they were rented or lent for use by the employer, legal entity or other organizational unit, provided that such rental or letting for use was confirmed in writing by the renting or lending entity, such as: <ul style="list-style-type: none"> <li>a) clothing and other personal effects;</li> <li>b) equipment: photo, electronic, computer hardware and mobile phones;</li> <li>c) musical instruments;</li> <li>d) sports equipment;</li> <li>e) non-registrable wheelchairs and medical and rehabilitation equipment;</li> <li>f) batch production weapons of all kinds, possessed in line with the provisions of law;</li> <li>g) computer software;</li> <li>h) jewellery, watches, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group, cash</li> </ul>
Personal injury	In the Third-Party Liability Insurance in Private Life and the Tenant Third-Party Liability Insurance – losses due to death, bodily injury or loss of bodily function as well as the benefits lost by the aggrieved party that they might obtain if they were not inflicted with bodily injury or health disorder
Polluting substance	Substances in the form of smoke, fumes, gas, soot, liquids, waste, if they cause or may cause contamination or pollution of water, soil, air
Practising competitive sports	Practising of a sport discipline in a registered section, sports club or sports organization in order to achieve maximum results, consisting of regular participation in training, competitions and tournaments
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party, which does not result from a damage to property, personal injury or any infringement of the personal interests
Recreational sports	Aerobics, badminton, baseball, biathlon, blade cross, cross-country skiing, truck running (including jogging), billiard/snooker, box aerobic, bridge, fun ball, Frisbee, gymnastics, golf, snow golf, field hockey, figure skating, yoga, cycling (including bicycle riding), basketball, cricket, kyudo, bowling, athletics (except running), archery, speed skating, classic marathon, hunting, walking, walks up to 2500 m above sea level, water skiing, Nordic walking, handball, volleyball, water polo, swimming, qigong, darts, springboard jumping, jet skis, snorkelling, motor sports (antique car rallying), shooting, SUP, surfing, fencing, chess, dancing, technogym, tennis, table tennis, trampofol, tae-bo, Tai Chi Chuan, taiko, tambeach, floorball, wakeboarding, windsurfing, rowing, roller skating, angling, inland sailing, marine sailing up to 12 nautical miles from the coastline
Relatives	Spouse, unmarried partner, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, stepfather, stepmother, stepson, adopted and adoptive parent
Replacement value	The value reflecting the costs of restoring the property to a new yet not improved state, that is: <ul style="list-style-type: none"> <li>a) for the house, apartment, summer cottage, house in construction, outbuilding, garden architecture – the reconstruction cost on the same site or the renovation cost, including comparable technology, structure and finishing standard, using existing dimensions and materials;</li> <li>b) for furnishing, personal belongings, glazing, luggage – the purchase or production price of a new item of the same or most comparable type, the same or most comparable brand and installation costs</li> </ul>
Robbery	Seizure of property by threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured












TERM	WHAT DOES IT MEAN?
Stay at hospital	Hospitalisation that commenced during the period of ERGO Hestia's liability and lasted continuously for over 4 days. The date of admission to the hospital is calculated as a full day regardless of the time of admission. The period for which a leave is granted shall not be regarded as stay at hospital, which shall be suspended for that period
Summer cottage	<p>A temporarily occupied building, permanently affixed to the ground, demarcated in the space with building partitions, with foundations and roof, equipped with in-built installations, technical devices and fixtures and fittings, and constituting the technical and utility whole, which is used for recreation and leisure, as well as a building on the site of an allotment or another type of recreational plot of land.</p> <p>A summer cottage also includes:</p> <ol style="list-style-type: none"> <li>walls, foundations, roof, terraces, balconies, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars awnings;</li> <li>exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters</li> </ol>
Technical devices	<p>Devices enabling the use of a house, apartment, summer cottage, house in construction or an outbuilding, installed or in-built in a permanent manner and consistent with their intended use:</p> <ol style="list-style-type: none"> <li>utility connections, heaters of any kind, network endpoints;</li> <li>devices used for treatment and collecting trash and sewage;</li> <li>air conditioning and ventilation systems;</li> <li>solar batteries and panels, photovoltaic cells, lightning protector installation;</li> <li>alarm and monitoring devices and systems, water supply and sewage network, electricity, gas or heating devices and systems (including fireplaces);</li> <li>antennas, intercoms, videophone, cameras</li> </ol>
Thawing	<p>Loss of suitability for consumption of property as a result of its spoiling due to elevation of storage temperature in cooling equipment as a direct consequence of:</p> <ol style="list-style-type: none"> <li>failure of the cooling equipment in which household supplies are stored or</li> <li>break in electricity supply lasting continuously for at least 2 hours and confirmed by the energy provider</li> </ol>
The Insured	The natural person on whose account the Customer has concluded the insurance contract
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia
Total and permanent incapacity to work	Total and permanent incapacity to work means the inability of the Insured to perform, in the future, professional work for which he/she is qualified by virtue of his or her background and experience, which has been the main source of income for the past 6 months preceding the date of the personal accident
Vandalism	The deliberate destruction of or damage to insured property by third parties
Works of art	<p>Objects of art value, such as:</p> <ol style="list-style-type: none"> <li>original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided that they are made entirely by the artist, as well as the casts of such sculptures and statues, the number of which is limited to 8 copies and the making of them was supervised by the artist or their heirs;</li> <li>tapestries and wall textiles made by hand based on original designs provided by artists, provided that their number is limited to 8 items;</li> <li>photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts</li> </ol>



## I. Types of insurance

### § 2

This document describes the terms and conditions of the following types of insurance:

TYPE OF INSURANCE	OPTION I	OPTION II	OPTION III
 Insurance of Property against Fire and Fortuitous Events	Fire and Fortuitous Events – basic scope	Fire and Fortuitous Events – extended scope	All risk (all events not excluded from the scope of insurance)
 Property Insurance Against Theft	Theft basic scope	Theft extended scope	
 Third-Party Liability Insurance in Private and Professional Life	Third-party liability insurance in private life – the policy limit: PLN 200,000	Third-party liability insurance in private life – the policy limit: PLN 500,000	Third-party liability insurance in private life – the policy limit: PLN 2,000,000
 Personal Accident Insurance	basic scope	extended scope	full scope
<b>Additional insurance</b>			
 Tenant Third-Party Liability Insurance			
 ERGO 7 Assistance Insurance Home Assistance Option			
 ERGO 7 Assistance Insurance SOS Assistance Option			
 ERGO 7 Assistance Insurance Medical Assistance Option			
 Luggage Insurance			

## II. Scope of liability of ERGO Hestia

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

### § 3

1. Liability of ERGO Hestia shall start at the date and time specified in the insurance contract as the commencement of insurance period, provided that the premium or its first instalment is paid before the date specified in the contract.
2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of premium for the period in which the coverage was provided. In the absence of termination, the insurance contract shall expire at the end of the period for which the premium was outstanding.

## Property

### § 4

1. Property Insurance covers loss, destruction of or damage to which has occurred as a direct consequence of an event that took place suddenly, unexpectedly and beyond the control of the Insured, and was of a precarious and uncertain nature. The Customer shall choose the subjects of insurance and the scope of coverage from among the options described in the tables 1 and 2:

Table 1.

<b>SUBJECT OF INSURANCE</b>			
<ul style="list-style-type: none"> <li>• house</li> <li>• apartment</li> <li>• outbuilding</li> <li>• furnishing</li> <li>• personal belongings</li> <li>• antiques, works of art, collections</li> <li>• garden architecture</li> </ul>			
<b>OPTIONS</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Scope of insurance</b>			
Insurance against Fire and Fortuitous Events – events	a) fortuitous events	a) fortuitous events; b) overvoltage; c) thawing; d) breakage or cracking (concerns glazing)	All events not excluded from the scope of liability
Insurance against Theft – events:	a) burglary; b) robbery	a) burglary; b) robbery; c) vandalism	a) burglary; b) robbery; c) vandalism; d) theft (concerns garden architecture) e) and external elements of a house or apartment)
Flood	+	+	+
<b>Additional services – coverage of costs</b>			
Loss investigation – in Insurance against Fire and Fortuitous Events	-	✓	✓
Replacement of security devices – in Insurance against Theft	✓	✓	✓
Removing the loss remainder	✓	✓	✓
Appointment of appraisers	✓	✓	✓

✓ within the scope of insurance  
 – outside the scope of insurance  
 + payment of additional premium

Table 2.

<b>SUBJECT OF INSURANCE</b>		
<ul style="list-style-type: none"> <li>• summer cottage</li> <li>• house in construction</li> <li>• outbuilding</li> <li>• furnishing</li> <li>• personal belongings</li> <li>• garden architecture</li> </ul>		
<b>OPTIONS</b>	<b>I</b>	<b>II</b>
<b>Scope of insurance</b>		
Insurance against Fire and Fortuitous Events – events	a) fortuitous events; b) construction disaster	a) fortuitous events; b) construction disaster; c) overvoltage; d) breakage or cracking (concerns glazing)
Insurance against Theft – events (does not concern garden architecture)	a) burglary; b) robbery	a) burglary; b) robbery; c) vandalism
Flood	+	+
<b>Additional services – coverage of costs</b>		
Replacement of security devices – in Insurance against Theft	✓	✓
Removing the loss remainder	✓	✓
Appointment of appraisers for the assessment of consequences of loss	✓	✓
		✓ within the scope of insurance – outside the scope of insurance + payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 5 and § 20.
3. The coverage against flood shall begin on the 31st day from commencement of the insurance period indicated in the insurance contract (deferred period). The deferred period shall be taken into account during calculation of the amount of insurance premium. A deferred period shall not apply in cases of uninterrupted continuation of insurance in ERGO Hestia with respect to floods.
4. The outbuilding or garden architecture can be covered by insurance if:
  - 1) a house, apartment, summer cottage or house in construction is insured at the same time and
  - 2) the outbuilding or garden architecture is situated in the same insured location where the insured house, apartment, summer cottage or house in construction is situated;
5. The outbuilding or garden architecture may be covered by insurance, if they are in construction and are situated in the same insured location where the insured house in construction is situated.
6. If during the insurance period the construction works on outbuildings or garden architecture are completed, ERGO Hestia is liable to the extent of the causes determined for the selected insurance option, as in the case of outbuildings or garden architecture not being in construction.
7. Personal belongings and furnishing are covered by insurance only if they remain in the insured location or outbuilding, except for the parking space.
8. Antiques, works of art, collections may be covered only if they are located in the insured house or apartment in which the furnishings and personal belongings are insured, and were catalogued and valued by an appraiser at the Customer's cost before concluding the insurance contract.
9. ERGO Hestia reimburses documented costs of:
  - 1) loss investigation, if according to the insurance contract ERGO Hestia is liable for the loss occurred; such costs include the costs of manpower and materials necessary to identify and reach the

damaged component, and remove the effects of these actions (to restore the state from before undertaking the investigation);

- 2) the element whose damage was the cause of the loss, if according to the insurance contract ERGO Hestia is liable for loss investigation.
10. ERGO Hestia reimburses the documented costs of replacing safety devices, if the Insured, his/her relative or another person authorised by the Insured loses the keys used for their opening.
11. In case of selecting Option III, antiques, art works, collections and cash are covered by insurance to the extent of the causes determined for Option II.
12. In case of selecting Option III of the Property Insurance against Fire and Fortuitous Events, ornamental plants are covered by insurance to the extent of the causes determined for Option II of the Property Insurance against Fire and Fortuitous Events.

## § 5

1. Property Insurance does not include loss or damage:
  - 1) to facilities under construction: houses, apartments, summer cottages, outbuildings or garden architecture, as well as their fixtures and fittings, technical equipment, furnishing or personal belongings, if the loss was a result of the construction works; the exclusion shall not apply, if the subject of insurance is a house, outbuilding or garden architecture in construction;
  - 2) to furnishing, personal belongings or antiques, art works and collections, located in loggias, on balconies and terraces;
  - 3) to buildings, equipment and installations subject to demolition, and any property situated therein;
  - 4) occurring in monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections;
  - 5) to data on carriers of all types;
  - 6) to hunting trophies;
  - 7) occurring as a result of using the subject of insurance contrary to its intended purpose;
  - 8) to property acquired for resale;
  - 9) to property used for the purposes of commercial, service or production activity, apart from property lent to the Insured by their employer;
  - 10) to antiques, art works, collections, and computer hardware, audio-visual, radio and TV, photo and electronic equipment stored in summer cottages, houses in construction, outbuildings or appurtenant premises;
  - 11) occurring during installation or dismantling of the subject of insurance, conducting maintenance or repairs, as well as resulting from improper installation or manufacturing defect;
  - 12) due to dry/wet rot;
  - 13) due to freezing; the exclusion shall not apply to frost shake in the Property Insurance in Option III;
  - 14) occurring as a result of a liquid freezing in devices and systems and occurring as a result of flooding being a consequence of such freezing;
  - 15) occurring as a result of flooding with water from precipitation, if the occurrence of the loss was due to bad technical condition of the roof or other elements of the building, and in case of insuring a house, outbuilding or garden architecture in construction – also if the building was not equipped with roofing and closed window and door openings;
  - 16) occurring as a result of improper workmanship or design, latent defects or other material defects, unless another event covered by insurance occurred as a consequence thereof, as then the liability concerns only the effects of such event;
  - 17) occurring as a result of genetic modification, the impact of viruses and bacteria;

- 18) involving a loss or disappearance of property, except for the keys used for opening safety devices or theft;
  - 19) occurring due to wall cracking as a result of natural and intrinsic subsiding or building movement;
  - 20) consisting of scratches, scrapes or stone chip on the surface of the subject of insurance;
  - 21) occurring in the subject of insurance as a result of software errors or the impact of computer viruses;
  - 22) occurring as a result of the lack of utilities caused by the announced interruption of supply, lack of payment or termination of agreement with the utility supplier;
  - 23) in batteries, solar collectors or photovoltaic cells connected with a summer cottage or house in construction.
2. Additionally, the insurance does not cover losses occurring as a result of:
    - 1) influence of underground waters, unless they are the result of precipitation or flood;
    - 2) ground settlement, unless it is the result of flood;
    - 3) dampness or flooding caused by leaks from water and sewage system, windows, roof, walls or devices discharging water from the roof, walls, terraces and balconies, if their maintenance was one of the obligations of the Insured, who with ordinary care should have known about leaks resulting from it or if, knowing about the existing negligence in this regard, did not refer in writing to the owner or administrator of the building to request its removal.
  3. Under Option III of Property Insurance:
    - 1) ERGO Hestia is not liable for losses due to an intrinsic internal cause, lack of maintenance, wear and tear, error in installation or self-inflicted failure unless another event covered by insurance occurred as a consequence thereof; in such a case ERGO Hestia is liable only for the effects of such an event;
    - 2) compensation for losses or damage to personal belongings or furnishing, not resulting from fortuitous events and caused by the Insured, his/her relatives or domestic animals shall be reduced by an excess of PLN 500.
  4. ERGO Hestia shall not be liable for any loss or damage and its consequences occurring as a result of flood, unless the liability of ERGO Hestia in this respect was extended in the insurance contract.

## §6

1. Limits of liability of ERGO Hestia in Property Insurance:
  - 1) for decorative plants insured within the framework of garden architecture, according to the market value of plants of the same species, of the same age, not older however than 10 years – PLN 10,000;
  - 2) for costs of loss investigation – PLN 10,000, including for the element whose damage was the cause of a loss, up to the amount not exceeding PLN 500 for each damaged element;
  - 3) for costs of replacing safety devices in the event of loss of the keys used to open them – PLN 1,000;
  - 4) for losses occurring as a result of overvoltage, not caused by lightning strike – 50% of the sum insured for individual subjects of insurance in the Property Insurance against Fire and Fortuitous Events;
  - 5) for losses in glazing – 5% of sum insured for a house, apartment, summer cottage, house in construction, outbuilding, outbuilding in construction or furnishing in the Property Insurance against Fire and Fortuitous Events;
  - 6) for property stored in the appurtenant premises – 20% of the sum insured for individual subjects of insurance in the Property Insurance against Fire and Fortuitous Events or the Property Insurance against Theft;
  - 7) for losses due to frost shake – 10% of the sum insured for a house, apartment or outbuilding, as appropriate;
  - 8) for cash – 10% of the sum insured for personal belongings, but not more than PLN 5,000;

- 9) for jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group – 50% of the sum insured for personal belongings;
  - 10) for materials, raw materials and semi-finished products used for the execution of construction works – 10% of the sum insured for the house in construction in the Property Insurance against Theft;
  - 11) in Option III for burglary, robbery, vandalism and theft – according to the sum insured for theft indicated in the insurance contract;
  - 12) in Option III for events not listed in item 11) – according to the sum insured indicated in the insurance contract.
2. Within the limits of the sums insured, if according to the insurance contract ERGO Hestia is also liable for the loss that occurred for individual subjects of insurance, the compensation shall also cover:
    - 1) the costs of appointing insurance appraisers in order to determine the extent or circumstances of the loss – if ERGO Hestia agreed to such appointment;
    - 2) the costs of removing the loss remainder – in the range of up to 5% of the amount of loss.
  3. The compensation shall be decreased by an excess of 10%, if the Customer makes use of a discount for anti-theft safety devices and such safety devices were not installed when the loss occurred, were malfunctioning, removed earlier or were not turned on due to wilful misconduct or gross negligence of the Insured. However, the compensation shall be paid in full, if the above-mentioned circumstances had no bearing on the occurrence or the extent of loss.

## Third-Party Liability Insurance in Private Life

### § 7

1. Third-Party Liability Insurance in Private Life covers the liability for losses or damage caused to third parties by persons covered by insurance, resulting from accidents that took place during the insurance period. The Customer shall choose from among the insurance options described in the table below, which differ in the amounts of the policy limit.

OPTIONS	I	II	III
<b>Persons covered by insurance</b>			
The Insured	✓	✓	✓
Minor children of the Insured	✓	✓	✓
Relatives of the Insured, including adult children, residing together with the Insured	+	+	+
Domestic staff and other persons carrying out work in the household, employed by the Insured in connection with the performance of work for people covered by insurance	✓	✓	✓
<b>Scope of insurance</b>			
Losses or damage to property or personal injuries caused in relation to the use or possession of a house, apartment or summer cottage (including rented one)	✓	✓	✓
Losses or damage to property or personal injuries resulting from flooding not attributable to the Insured	✓	✓	✓
Losses or damage to property or personal injuries caused in relation to the possession and use of property, including the property used by the persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	✓	✓	✓
Losses or damage to property or personal injuries caused in relation to care of minor children	✓	✓	✓
Losses or damage to property or personal injuries resulting from practising recreational sports, using sailing equipment	✓	✓	✓

OPTIONS	I	II	III
Losses or damage to property or personal injuries occurring in relation to possession of domestic animals (also being under the care of the Insured)	✓	✓	✓
Other losses or damage to property or personal injuries caused to third parties in connection with private life activities	✓	✓	✓
Territorial scope	Worldwide	Worldwide	Worldwide

✓ within the scope of insurance  
+ payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 20.
3. The insurance contract covers losses occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same cause shall be deemed as one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
4. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
  - 1) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
  - 2) necessary actions taken by the Insured after an accident in order to reduce the extent of loss.

## § 8

1. Third-Party Liability Insurance in Private Life shall not cover losses or damage:
  - 1) for which the Insured or the persons covered by insurance are responsible, as they have contractually assumed liability of a third party, or expanded the scope of their liability under generally applicable provisions of law;
  - 2) caused to relatives of the persons covered by insurance;
  - 3) caused between the Insured and the persons covered by insurance;
  - 4) covered by obligatory third-party liability insurance policies which are required of the Insured;
  - 5) resulting from conducting business activity or practising a profession;
  - 6) covered by the scope of the Tenant Third-Party Liability Insurance referred to in § 9;
  - 7) resulting from claims for performance or proper performance of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation.
  - 8) in the form of pure financial losses;
2. Third-Party Liability Insurance in Private Life shall also not cover losses or damage occurring:
  - 1) as a result of practising high-risk sports or extreme sports;
  - 2) in relation to the possession or use of any motor vehicles, aircraft or flying equipment;
  - 3) in any vessels or sailing equipment, with the exceptions of boards for all types of surfing, canoes, paddle boats and rowing boats;
  - 4) in relation to the infringement of copyrights and related rights, patents, trademarks and trade names;
  - 5) in monetary values, cash, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, art works and collections;
  - 6) directly or indirectly in relation to the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;

- 7) in connection with the construction of houses, apartments, outbuilding and buildings forming the garden architecture, if the permit was required to carry out these works;
  - 8) as the consequence of a systematic (i.e. regular and repetitive) influence of noise or water;
  - 9) as a result of the withdrawal of liquid in sewage systems;
  - 10) as a result of slow impact of pollutants.
3. Insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

## Tenant Third-Party Liability

### § 9

1. Tenant Third-Party Liability Insurance covers the liability for losses or damage caused to third parties by the tenant or his/her relatives residing together with the tenant, resulting from accidents that took place during the insurance period.
2. Tenant Third-Party Liability Insurance covers events occurring as a result of possession or use of a house, apartment, outbuilding or garden architecture under the rental or lending for use agreement, which are insured against fire and fortuitous events in the insurance contract concluded on the basis of that document.
3. ERGO Hestia shall not be liable within the scope indicated in § 10 and § 20.
4. The insurance contract covers losses occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same cause shall be deemed as one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
5. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
  - 1) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
  - 2) necessary actions taken by the Insured after an accident in order to reduce the extent of loss.

### § 10

1. The tenant third-party liability insurance does not cover liability for injury, loss or damage:
  - 1) for which the tenant is responsible, as he/she has contractually assumed liability of a third party, or expanded the scope of his/her liability under generally applicable provisions of law;
  - 2) caused by the tenant to his/her relatives or to the Insured;
  - 3) caused to the persons employed by the tenant or his/her relative;
  - 4) in the form of pure financial losses;
  - 5) occurred in monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, works of art and collections;
  - 6) as a result of the withdrawal of liquid in sewage systems;
  - 7) caused by animals;
  - 8) covered by obligatory third-party liability insurance policies which are required of the tenant;
  - 9) resulting from claims for performance or proper performance of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation;



- 10) occurring directly or indirectly in relation to the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
- 11) occurring as a result of slow impact of pollutants;
- 12) arising in connection with the construction of houses, apartments, outbuilding and buildings forming garden architecture, if a permit was required to carry out these works;
- 13) occurring as the consequence of a systematic (i.e. regular and repetitive) influence of noise or water;
2. Insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

## Personal Accident Insurance

### § 11

1. Personal accident insurance covers the consequences of accidents suffered by the Insured. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
Age of the Insured on the first day of the insurance period	up to 65 years	up to 65 years	up to 65 years
<b>Personal accident benefits</b>			
Death	✓ 100% of the sum insured	✓ 100% of the sum insured	✓ 100% of the sum insured
Permanent disablement	✓ Lump-sum payment of the benefit in accordance with table 1 in Appendix 1 to the General Terms and Conditions of Insurance	✓ Lump-sum payment of the benefit in accordance with table 1 in Appendix 1 to the General Terms and Conditions of Insurance	✓ Lump-sum payment of the benefit in accordance with table 1 in Appendix 1 to the General Terms and Conditions of Insurance
Daily hospital allowance	-	✓ Payment of PLN 100 for each day of stay at hospital (as a maximum 90 days per each stay at hospital)	✓ Payment of PLN 100 for each day of stay at hospital (as a maximum 90 days per each stay at hospital)
Medical and rehabilitation expenses	-	✓	✓
Total and permanent incapacity to work	-	-	✓ Lump-sum payment of 100% of the sum insured, not more than PLN 100,000
CPOP care	-	-	✓
<b>Illness benefits</b>			
Myocardial infarction or cerebral stroke	-	✓ Lump-sum payment of 30% of the sum insured, not more than PLN 30,000	✓ Lump-sum payment of 30% of the sum insured, not more than PLN 30,000
Occurrence of breast or prostate cancer	-	-	✓ Lump-sum payment of the benefit in accordance with table 2 in Appendix 1 to the General Terms and Conditions of Insurance
<b>Insurance extensions</b>			
Practising competitive sports	+	+	+
Practising high-risk sports	+	+	+
Working in high-risk profession	+	+	+

- ✓ within the scope of insurance  
 - outside the scope of insurance  
 + payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 12 and § 20.
3. Treatment and rehabilitation costs include refund of documented costs or the arrangement and coverage of costs of services performed within the territory of the Republic of Poland, necessary from the medical point of view, if the compensation for permanent disablement was also due to the Insured, up to 20% of the sum insured, as a maximum up to PLN 10,000. These costs comprise:
  - 1) advice, physician's visits, tests, outpatient procedures and surgeries, stay at a healthcare facility;
  - 2) transport by public means (excluding aviation) or specialized transport if its use is necessary for medical reasons;
  - 3) essential medicines, dressings;
  - 4) rehabilitation in specialized medical facilities and rehabilitation wards in hospitals;
  - 5) aids, prostheses, rehabilitation equipment (except household appliances and radio and TV equipment), wheelchairs, orthopaedic items and costs of dental reconstruction of permanent teeth, implants and implant placement;
  - 6) vocational training for the disabled.
4. In the case when as a consequence of an accident the Insured became totally and permanently incapable to work, ERGO Hestia, at a request of the aggrieved party, shall arrange and cover the costs of services of CPOP Care, involving the activities for the benefit of the aggrieved party aimed at social and professional activation (among others, by psychological and therapeutic support, individual vocational counselling and retraining) under the individual assistance plan.

## § 12

1. Personal accident insurance does not cover results of personal accidents suffered by the Insured:
  - 1) during committing or attempting to commit an offence, stated by a legally binding court decision, unless it had no influence on the occurrence of loss;
  - 2) as a result of self-inflicted injury or suicide,
  - 3) as a result of alcoholic disease or other mental disturbances and behavioural disturbances resulting from the use of psychoactive agents;
  - 4) as a result of driving without a required license, if it affected the occurrence of loss;
  - 5) as a result of playing sports for profit or playing extreme sports;
  - 6) as a result of practising high-risk sports or extreme sports, unless the scope of insurance has been extended to include such sports;
  - 7) as a result of working in high risk-professions, unless the scope of insurance has been extended to include such professions;
  - 8) in relation to working in hazardous professions;
  - 9) as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident;
  - 10) during the Insured's participation in competitions of any motor vehicles, including any type of test drives;
2. Moreover, Personal Accident Insurance shall not cover:
  - 1) infections, unless the Insured was infected with a micro-organism as a result of injuries suffered in a personal accident;
  - 2) damage to intervertebral discs and its consequences;
  - 3) poisoning of gastrointestinal tract;

- 4) effects of accidents being the consequence of or arising in connection with any disease, save for the benefit paid due to myocardial infarction, cerebral stroke, malignant breast cancer or prostate cancer, provided that the scope of insurance has been extended to include such diseases;
  - 5) myocardial infarction and cerebral stroke in Option II or III in persons in whom before the commencement date or within 90 days from the commencement date, a cardiac vascular disease (including arterial hypertension or coronary disease) or diabetes was diagnosed and treated;
  - 6) developing malignant breast cancer or prostate cancer in Option III:
    - a) which was diagnosed before the commencement date or within 90 days from the commencement date;
    - b) resulting from chronic illnesses (including benign neoplasm), which were diagnosed or were treated before the commencement date.
3. As regards benefits due for cerebral stroke, cerebral symptoms caused by traumatic factors or resulting from vascular reasons associated with a brain disease are excluded from the scope of insurance coverage.
  4. In the case of daily hospital allowance, the stay of the Insured in the rehabilitation facilities and health care establishments, the primary purpose of which is care or health resort or rehabilitation treatment, also in specialist mental health hospitals, shall not be regarded as stay at a hospital.

## ERGO 7 Assistance

### § 13

1. ERGO 7 Assistance Insurance covers the costs of providing immediate assistance services through the Emergency Centre.
2. The insurance contract under ERGO 7 Assistance may be concluded in the following options: Home Assistance, SOS Assistance or Medical Assistance. The Customer may choose more than one option at the same time.
3. The benefits are exercised within 4 hours, and repairs of computer hardware, household appliances, radio and TV equipment within 48 hours at the latest – from the time of reporting the event by the Customer.

### § 14

1. In the Home Assistance Option services are performed in case of the occurrence or threat of occurrence of damage to or destruction of property due to fortuitous events, flood or failure in the insured location, except for:
  - 1) emergency assistance of a locksmith provided in the event of damage, locking-in, theft or loss of keys or damage of locks in exterior doors to the house or apartment,
  - 2) repair of computer equipment, office equipment, household appliances, radio and TV equipment – performed in the event of failure.

2. The scope of coverage and limits for each type of service within the insurance period are specified in the table below:

TYPE OF SERVICE	SCOPE OF SERVICE	LIMIT OF SERVICE
Emergency assistance of a specialist (plumber, electrician, locksmith, heating and air conditioning specialist, carpenter, glazier, electronic specialist, alarm and intercom specialist)	The arrangement and coverage of costs of services when immediate action is necessary to prevent the increase of loss or further damage	2 times
Repair of computer equipment, office equipment, household appliances, radio and TV equipment	Arrangement and coverage of costs: a) assistance of a specialist or IT specialist, in order to perform a repair in the insured location; b) transport of the equipment to and from the nearest repair centre, if the repair in the insured location is impossible, the cost of repair in the centre shall be covered by the Insured	1 time
Information service	Provision of information on telephone numbers of public services and service providers	
Additional support	Arrangement of: a) bookings of airline and railway tickets; b) hotel bookings; c) bookings of tickets to cinemas, theatres; d) restaurant reservations; e) bookings of a courtesy car; f) taxi orders; g) flower orders	no limit

3. ERGO Hestia shall not be liable within the scope indicated in § 17 and § 20.

## § 15

1. In the Medical Assistance Option services are performed in case of the occurrence of sudden illness or accident requiring immediate medical assistance within the territory of the Republic of Poland for the Insured or his/her relatives residing together with the Insured.
2. The scope of coverage and limits for each type of service within the insurance period are specified in the table below:

TYPE OF SERVICE	SCOPE OF SERVICE	LIMIT OF SERVICE
Property safeguarding	The arrangement and coverage of necessary costs of safeguarding the property belonging to the Insured or his/her relatives in the insured location against occurrence of any further loss	up to 3 days
Property transportation	The arrangement and coverage of costs of transportation of property belonging to the Insured or his/her relatives in order to secure or use the property outside the insured location. The transportation is carried out by a passenger car or a truck from the insured location to the location within the territory of the Republic of Poland specified by the Insured	1 time
Property storage	The arrangement and coverage of costs of storage of property belonging to the Insured or his/her relatives	up to 90 days
Substitute premises	The arrangement and coverage of costs of making premises available for the period when the house or apartment of the Insured is uninhabitable. The premises made available to the Insured ensure the satisfaction of basic housing needs	up to 90 days

TYPE OF SERVICE	SCOPE OF SERVICE	LIMIT OF SERVICE
A visit to a psychologist for the Insured and his/her relatives	Arrangement and coverage of costs of a visit to a psychologist, if the attending physician of the Insured or his/her relative considers psychotherapy necessary. A written recommendation of the attending physician is required	up to 5 visits
Transportation of the Insured and their relatives	Arrangement and coverage of the costs of transportation of people and their luggage to the location within the territory of the Republic of Poland specified by the Insured, and return to the insured location	1 time
Transport of children to school, kindergarten, nursery school	Arrangement and coverage of costs of transport of minor children of the Insured to and from school, kindergarten, nursery school	1 time
Care of domestic animals	Arrangement and coverage of costs: a) of care of domestic animals left at the Insured's place of stay in the territory of Poland or b) transportation of domestic animals to and from the person indicated by the Insured, within the territory of the Republic of Poland to or from an animal hotel	up to 3 days or a single transport
Immediate return home	Arrangement and coverage of costs of return of the Insured and his/her relatives to the insured location within the territory of the Republic of Poland	1 time
Information service	Provision of information on telephone numbers of public services and service providers	no limit
Advance compensation	Payment of advance compensation under the contract of insurance of the house or apartment against fire and fortuitous events concluded under the General Terms and Conditions of ERGO 7 Non-Motor Insurance. In case of lack of liability for a loss, the Insured is obliged to return the advance paid within 14 from the date of delivery of a decision refusing to pay compensation. If the liability of ERGO Hestia for a loss is established, the advance paid shall be applied towards due compensation. If the amount of the compensation awarded is lower than the amount of the advance paid, the Insured is obliged to refund to ERGO Hestia the difference between the compensation awarded and the advance paid within 14 days of delivery of a decision on the amount of the compensation awarded.	up to PLN 5,000

3. ERGO Hestia shall not be liable within the scope indicated in §17 and §20.

## § 16

1. In the Medical Assistance Option services are performed in case of the occurrence of a sudden illness or accident requiring immediate medical assistance within the territory of the Republic of Poland for the Insured or his/her relatives residing together with the Insured.
2. The scope of coverage and limits for each type of service within the insurance period are specified in the table below:

TYPE OF SERVICE	EVENT		SERVICE LIMITS FOR INSURANCE OPTIONS	
	Sudden illness	Accident	Basic	Extended
Physician's visit arranged 24 hours a day, 7 days a week	✓	✓	-	
Physician's visit arranged between 8:00 p.m. and 6:00 a.m. and 24 hours a day during weekends and on public holidays	✓	✓	2 times	4 times
Nurse visit	✓	✓	2 times	4 times
Delivery of medications and small medical equipment	✓	✓	2 times	4 times
Vaccination	✓	✓	-	1 time
Medical transport	✓	✓	2 times	4 times
Psychological assistance	-	✓	-	2 times
Rehabilitation: a) visit of a physiotherapist or b) visit to a rehabilitation facility	-	✓	2 times	4 times
Rehabilitation equipment	-	✓	1 time	2 times
Care of children, elderly and dependants	✓	✓	2 times	4 times
Care of domestic animals	✓	✓	2 times	4 times
Delivery: a) of basic food products or b) personal belongings to the hospital	✓	✓	2 times	4 times
Transport of children to school, kindergarten, nursery school	✓	✓	2 times	4 times
Domestic help	✓	✓	2 times	4 times
Assistance in funeral arrangements	-	✓	-	1 time
Phone information about health care facilities and services	✓	✓	-	no limit
Notification of the family or the employer	✓	✓	-	no limit
Phone medical/hospital information	✓	✓	-	no limit
Medical assistant	✓	✓	-	no limit

- ✓ within the scope of insurance  
 - outside the scope of insurance

3. Services in the Medical Assistance Option are performed in the territory of Poland and involve the following activities:

TYPE OF SERVICE	SCOPE OF SERVICE
Physician visit	Arrangement and coverage of costs of primary care physician's visit and arrival at the place of stay of the Insured or his/her relative
Nurse visit	Arrangement and coverage of costs of nurse's visit and arrival at the place of stay of the Insured or his/her relative for the purpose of providing nurse care in accordance with the instructions of the physician of the Emergency Centre
Delivery of medications and small medical equipment	Arrangement and coverage of costs of delivery of medications, wound dressings or small medical equipment to the place of stay of the Insured, in accordance with the instructions of the physician of the Emergency Centre. The service is provided in the event that the Insured, according to the opinion of the physician of the Emergency Centre, is unable to leave his/her place of stay. The service shall not include the cost of purchase of the above-mentioned items
Vaccination	Arrangement and coverage of costs of a physician's or nurse's visit for the purpose of vaccination. The service shall not cover the cost of purchase of the vaccine
Medical transport	Arrangement and coverage of costs: <ul style="list-style-type: none"> <li>a) of transport to or from a medical facility – in case of events which do not require emergency care intervention</li> <li>b) transport to a follow-up visit or from such visit to a place of stay – provided that the Insured was hospitalized and, in accordance with the written recommendations of the attending physician, should attend a follow-up visit at a medical facility and is not able to travel to the visit by means of public transportation or by their own car due to their health condition confirmed with medical records;</li> <li>c) transport in order to appear before the medical board;</li> <li>d) transport from the hospital to the place of stay;</li> <li>e) transport between medical facilities – the service is performed at the written recommendation of the attending physician upon consultation with the Emergency Centre and is carried out with the means of transport adapted to the health condition of the Insured;</li> </ul>
Psychological assistance	Arrangement and coverage of costs of a visit to a psychologist. The benefit applies within 180 days after the date of the accident;
Rehabilitation	Arrangement and coverage of costs of one of the following benefits, provided that the Insured, in accordance with the written recommendations of the attending physician, requires: <ul style="list-style-type: none"> <li>a) a visit of a physiotherapist at the Insured's place of stay or</li> <li>b) a visit in the nearest rehabilitation facility</li> </ul>
Rehabilitation equipment	Arrangement and coverage of costs of rental and transport to the place of stay of the Insured of rehabilitation equipment, if such was recommended by the attending physician or the physician of the Emergency Centre in writing, on the basis of medical records
Care of children, elderly and dependants	Arrangement and coverage of costs: <ul style="list-style-type: none"> <li>a) of care at the Insured's place of stay or</li> <li>b) of transport of the person to be taken care of or of transport to the person to be taken care of (purchase of first-class train, bus or airline tickets, provided that the cost of such tickets is comparable to the cost of train or bus tickets), in the event of hospitalisation of the Insured who is the caretaker of a minor child, an elderly or dependent person</li> </ul>
Care of domestic animals	Arrangement and coverage of costs of care of domestic animals of the Insured at the place of stay of the animal, if the period of expected hospitalisation of the Insured is longer than 48 hours. After exhausting the liability limit determined in the table in section 2, ERGO Hestia shall arrange for and cover the costs of transport of the domestic animals to a specified person or to the nearest animal shelter
Delivery of basic food products	Arrangement and coverage of costs of delivery of basic food and sanitary products to the Insured or his/her relative, who, in the opinion of a physician of Emergency Centre, is unable to leave his/her place of stay. The service shall not include the cost of purchase of the above-mentioned items
Delivery of personal belongings to the hospital	Arrangement and coverage of the costs of delivery of basic necessities to the Insured or his/her relative who has been taken into the hospital and is unable to seek assistance of his/her household members with respect to the above. The service shall not include the cost of purchase of the above-mentioned items
Transport of children to school, kindergarten, nursery school	Arrangement and coverage of costs of transport of minor children of the Insured to and from school, kindergarten, nursery school
Domestic help	Arrangement and coverage of costs of domestic help services for the Insured or his/her relative, who cannot, in the opinion of a physician of Emergency Centre, perform domestic tasks

TYPE OF SERVICE	SCOPE OF SERVICE
Assistance in funeral arrangements	In the event of death of the Insured or his/her relative, the arrangement, with the help of specialized service providers, of funeral-related services, including transportation of the body, the purchase and delivery of the coffin or urn, delivery of flowers or wreaths. The cost of the arranged services shall be borne by the Insured
Phone information about health care facilities and services	Information concerning the contact details, addresses and working hours of medical facilities (physicians, hospitals, clinics, medical cooperatives) operating on the territory of the Republic of Poland, which are suitable to the needs of the Insured
Notification of the family or the employer	Provision, at the Insured's request, of necessary information concerning the Insured's situation to the Insured's relatives or employer. The information can be provided by telephone, fax or e-mail
Phone medical/hospital information	Information: <ul style="list-style-type: none"> <li>a) on what to bear in mind, when going to a hospital;</li> <li>b) on what to bear in mind, when leaving a hospital;</li> <li>c) on what preparations to a surgical procedure consist in;</li> <li>d) on examinations to be carried out with respect to the Insured or his/her relative during hospitalisation, along with information on what each examination consists in, what to pay attention to when visiting relatives in a hospital</li> </ul>
Medical assistant	Arrangement of: <ul style="list-style-type: none"> <li>a) the visit of primary care physician or paediatrician at the place of stay of the Insured;</li> <li>b) transport to or from a medical facility of between medical facilities;</li> <li>c) nurse care;</li> <li>d) assistance of a midwife or nurse in the care of a new-born child;</li> <li>e) rehabilitation;</li> <li>f) delivery of medications, wound dressings, rehabilitation equipment available without prescription to the place indicated by the Insured;</li> <li>g) psychological assistance;</li> <li>h) stay of the legal guardian in the hospital in the event of hospitalisation of a minor child;</li> <li>i) help and assistance of a person in the event of admission to and discharge from the hospital;</li> <li>j) visit to a specialist.</li> </ul> <p>The cost of the arranged services shall be borne by the Insured</p>

4. ERGO Hestia shall not be liable within the scope indicated in § 17 and § 20.

## § 17

1. ERGO 7 Assistance insurance shall not cover:

- 1) costs of materials and parts necessary to render a service or a repair;
- 2) costs related to the use of substitute premises (rent, utilities, telephone payments);
- 3) medical transportation, if the cost of transportation can be covered by health insurance;
- 4) failure of equipment under warranty or for which, under generally applicable law, the vendor is liable;
- 5) repair of household appliances or electronic devices with a value of less than PLN 200 or older than 5 years;
- 6) losses resulting from the necessity to replenish consumables, on-going and periodic maintenance, delivery and installation of accessories and lack of necessary resources to operate equipment or vehicle;
- 7) costs incurred by the Insured or another person entitled to the benefit individually, unless the service is not rendered within 4 hours, and provided that other arrangements have not been made between the Insured and the Emergency Centre.

2. The Home Assistance option shall also not cover:

- 1) services related to the maintenance of technical equipment, personal belongings, furnishing, fixtures and fittings;
- 2) losses resulting from disconnection or interruption of the functioning of water and sewer equipment, the repair of which is the obligation of appropriate public utilities or building administrator.



3. Liability of ERGO Hestia under Medical Assistance option is excluded, if the necessity of medical intervention or hospitalization is related to:
- 1) rehabilitation or disease under treatment, which has not been cured yet;
  - 2) sudden deterioration of health or complications arising during an ongoing treatment of diseases that require continuous treatment or medical care.

## Luggage

### § 18

1. The Luggage Insurance covers loss, destruction of or damage to luggage all over the world, in the circumstances and scope of events described in the table below. Insurance protection is provided all over the world.

CIRCUMSTANCES COVERED	EVENTS COVERED BY INSURANCE
Direct care of the Insured or their relatives	a) robbery
Entrusting to a professional carrier on the basis of appropriate freight documents Handing over against receipt to the left luggage office	a) losing; b) theft
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents); b) in a locked boot of a vehicle or locked trailer or cabin on a vessel, provided that the insured object was not visible from the outside	a) collision of vehicles; b) damage caused by contact of the car with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle; f) burglary; g) fortuitous events
Transporting: a) in a vehicle; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss, including damage to external cargo carriers	a) collision of vehicles; b) damage caused by contact of the car with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle; f) fortuitous events

2. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 20.

### § 19

The Luggage insurance does not cover:

- 1) monetary values;
- 2) medications;
- 3) property acquired for resale;
- 4) property which is used by the Insured for commercial, service or production activity, except for the items lent for use to him/her by the employer.

## General exclusions

### § 20

1. ERGO Hestia shall not be liable for injury, loss or damage:
  - 1) for losses caused intentionally by the Insured or a person with whom the Insured lives in the same household;
  - 2) for losses caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances;
  - 3) occurring as a result of landslides, subsidence, earthquakes, falling trees or masts – as a result of human activities;
  - 4) occurring as a result of systematic (i.e. regular and repetitive) influence of noise, vibration, smoke, temperature, water or weather conditions;
  - 5) resulting from acts of war, martial law, state of emergency, riot, civil commotion, civil unrest, strikes and lockouts, as well as acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
  - 6) resulting from nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields, ionization radiation, influence of biological and chemical weapons, and resulting from chemical or biological contamination;
  - 7) caused by the Insured under the influence of alcohol or when intoxicated, under the influence of drugs or other intoxicants or medication with a similar effect, unless the Insured's condition had no influence on the loss.
  - 8) to property, into possession of which the Insured or their relatives came as a result of an offence.
2. The exclusion mentioned in section 1 items 1)-3) shall not apply to the Personal Accident Insurance.
3. The exclusions referred to in section 1 items 2)-4) shall not apply to Third-Party Liability Insurance in Private Life and Tenant Third-Party Liability Insurance.

## III. Sums insured and policy limits










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### § 21

1. The sum insured or the policy limit for each type of insurance shall be specified by the Customer pursuant to § 22 and § 23. These sums constitute an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance (in Third-Party Liability Insurance in Private Life and in Tenant Third-Party Liability Insurance for all accidents which will occur in the insurance period and in relation to all aggrieved parties).
2. The sum insured or the policy limit shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia. After exhausting the sum insured or the policy limit, the insurance contract with regard to each type of insurance shall be terminated as at the date of exhausting the sum insured or the policy limit, as appropriate.
3. With the consent of ERGO Hestia, the Customer may supplement the sum insured or the policy limit by completing a new insurance application and paying an additional premium.

## § 22

1. The applicable sums insured and policy limits are specified in the table below:

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Insurance of Property against Fire and Fortuitous Events	The manner of determining the sum insured is described in §23		
 Property Insurance Against Theft			
 Third-Party Liability Insurance in Private Life	PLN 200,00	PLN 500,00	PLN 2,000,000
 Personal Accident Insurance	PLN 10,000–500,000	PLN 10,000–500,000	PLN 10,000–500,000
<b>Additional insurance</b>			
 Tenant Third-Party Liability Insurance		PLN 100,000	
 ERGO 7 Assistance Insurance Home Assistance Option		PLN 5,000	
 ERGO 7 Assistance Insurance SOS Assistance Option		PLN 15,000	
 ERGO 7 Assistance Insurance Medical Assistance Option		PLN 5,000	
 Luggage Insurance		PLN 5,000	

2. In Personal Accident Insurance, the sum insured shall be determined individually for each Insured.

## § 23

1. The Customer shall specify the sum insured determined on the basis of:

- 1) the market value as at the insurance contract date – for antiques, works of art, collections, decorative plants insured as parts of garden architecture;
- 2) market value of the apartment;
- 3) replacement value – for furnishing, personal belongings, garden architecture;
- 4) replacement value – for:
  - a) a house not older than 50 years or in the case of which the roof, as well as façades were replaced or underwent major renovation within the last 50 years;
  - b) summer cottage or outbuilding not older than 30 years or in the case of which the roof as well as façades were replaced or underwent major renovation within the last 30 years;

In any other case, the sum insured for a house, summer cottage or outbuilding shall be determined on the basis of its actual value;

- 5) replacement value estimated for the last day of the term of the insurance contract – for a house in construction and outbuilding or garden architecture being in construction, except for materials, raw materials and semi-finished products used for the execution of construction works, where the basis for determining the sum insured is the market value as at the date of concluding the insurance contract.

2. The upper limit of liability of ERGO Hestia for individual types of property is described in §6.
3. If a part of the house, apartment, summer cottage or house in construction, which is jointly owned by several people (except spouses with joint property) is covered, the sum insured should be proportional to the amount of the Insured's share in the ownership of the real estate, specified in the land and mortgage register kept for it.
4. The sum insured for outbuildings, being in construction as well, shall be determined jointly for all outbuildings in construction situated in the insured location, according to the value indicated by the Customer.

## IV. Obligations of the Customer/the Insured

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### § 24

1. The obligations of the Insured comprise:
  - 1) providing ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification or notifying ERGO Hestia immediately about inability to provide such documents;
  - 2) informing the Police immediately about every event which could occur as a result of an offence or minor offence (including vandalism) and submitting a request regarding the prosecution of persons responsible for the loss, if possible;
  - 3) immediately informing the building administrator about any event of flooding of the apartment;
  - 4) leaving the site where the event occurred untouched until a visual inspection is performed by an ERGO Hestia representative at the scene, unless a change is necessary to safeguard the remainder property or to decrease the extent of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to it, it did not start the claim adjustment process within 7 days upon receipt of the notification about the event;
  - 5) adhering to ERGO Hestia recommendations and providing information and authorizations to other persons to act on behalf of the Insured, to the extent necessary for the proper claim adjustment.
2. If the aggrieved party initiates legal proceedings against the person who caused the event or the accident and brings a claim for compensation before a court, the Insured is obliged to notify ERGO Hestia immediately.
3. Moreover, in Personal Accident Insurance, in case the event occurs, the Insured is obliged to:
  - 1) undergo treatment and follow recommendations to mitigate the effects of the accident;
  - 2) undergo examination or possible clinical monitoring;
  - 3) release the physicians, public and private health care establishments and Social Insurance Institution (ZUS), to the extent necessary to investigate the claim, from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
4. If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in sections 1–3, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of loss, determination of causes of event, its circumstances and the amount of compensation and it has a causal relationship with the resulting loss.
5. Throughout the duration of insurance contract, the Customer has to immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communication prior to conclusion of the insurance contract.
6. In the event that the insurance contract is concluded on behalf of someone else, the Customer undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured

consents to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

## § 25

1. The Insured is obliged to secure the possibility to assert claims for damages against persons responsible for the loss.
2. If the Insured waives all or part of their rights against the person who caused the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay compensation in whole or in the part subject to the waiver, and if the compensation was already paid, it may seek reimbursement of the amount corresponding to the whole or the part with respect to which the Insured has waived those rights, as appropriate.

## V. Property protection

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### § 26

The Insured shall:

- 1) ensure proper protection of the property, including compliance with the provisions concerning its protection, storage and use and other provisions aiming at the prevention of loss;
- 2) comply with applicable provisions concerning fire protection, construction and use of technical devices and performance of technical supervision;
- 3) comply with recommendations and requirements of manufacturers or suppliers of technical devices and with other provisions aiming at the prevention of loss;
- 4) take care of maintenance of pipes and devices supplying and discharging water, steam or liquids and use appropriate protective measures timely so as to secure these pipes and devices against frost.

### § 27

1. Doors, windows, balcony doors, terrace doors of balcony door design and other exterior openings must be properly mounted, closed and secured as to prevent theft without burglary. It shall not apply to openings on the storeys above the ground floor, where they cannot be accessed from balconies, roofs, extensions, terraces, stairways and fixed ladders.
2. All entrances to the house, apartment, summer cottage, house in construction or outbuilding also in construction, must be secured with full exterior doors (or doors containing glass elements, provided that the lock cannot be opened or the house, apartment, summer cottage, house in construction or outbuilding also in construction cannot be entered as a result of damage to such glass elements).
3. Exterior doors to the house, apartment, summer cottage, house in construction or outbuilding also in construction must be locked at least with:
  - 1) two multi-tumbler locks or one multi-tumbler lock in the case of doors with increased burglar-resistance confirmed with a certificate of manufacture in accordance with burglar-resistance class (certificates must be issued by an institution authorised by the Polish Centre for Accreditation) or
  - 2) certified lock; or
  - 3) multipoint lock; or
  - 4) two multi-tumbler padlocks; or
  - 5) multi-tumbler lock and multi-tumbler padlock; or

- 6) multi-tumbler lock or electronic lock – in the case where the insured property is located in an apartment or house in which continuous supervision is performed or in an apartment equipped with an active anti-theft signal and alarm system.
4. If a garage is located in the body of the house, summer cottage or house in construction, a multi-tumbler lock or padlock, electric locking system or other security system of burglar-resistance class shall be considered sufficient protection of the garage gate.
5. The entrance to the appurtenant premise is deemed properly secured, if the doors are closed with:
  - 1) multi-tumbler lock; or
  - 2) multi-tumbler padlock;
  - 3) electronic lock; or
  - 4) another security system of burglar-resistance class.
6. In the event that the entrance to the house or outbuilding, also being in construction, is secured by doors locked with:
  - 1) multi-tumbler lock; or
  - 2) multi-tumbler padlock;
  - 3) electronic lock; or
  - 4) another security system of burglar-resistance class,
 liability of ERGO Hestia for theft in such a house or outbuilding, also being in construction, shall be limited to 20% of the sum insured in respect of the given category of items.
7. The keys to the locks and padlocks must be in sole possession of the Insured, his/her relatives and other authorized persons.

## § 28

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 26 and § 27, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of loss, determination of causes of event, its circumstances and the amount of compensation and it is connected to the resulting loss.

## VI. Loss report and determination of the extent and amount of loss

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### § 29

1. The Insured is obliged to notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. Notification may be made:
  - 1) by using the individual account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl); or
  - 2) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
  - 3) through the ERGO Hestia representative; or
  - 4) by calling: 801 114 114 or 58 558 7 000.
3. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the compensation or benefit by relevant amount, only if the breach contributed to increasing the extent of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

## § 30

1. ERGO Hestia shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to its own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation or benefit to be granted, the settlement reached with the eligible person or the valid decision of the court, within 30 days following the date when it was notified of the accident.
2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia pays the indisputable part of compensation or benefit within 30 days.
3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.

## Property

## § 31

1. The extent of loss and amount of compensation shall be determined, within the limits of the sum insured and the limits of liability specified in §6 for individual subjects of insurance, applying the prices from the date when the loss occurred, on the basis of:
  - 1) receipts (invoices) of contractor together with the cost estimate;
  - 2) calculation of the aggrieved party who has removed or intends to remove the loss with his own resources; or
  - 3) calculation by ERGO Hestia on the basis of publicly available contractor estimators used in property maintenance and repairs;
  - 4) based on guidelines adopted in §23 for determination of the sum insured, subject to section 3.
2. ERGO Hestia analyses receipts, invoices, calculations and other documents concerning the repair costs, submitted by the Insured, with respect to the scope of works and the amount of costs, based on publicly available contractor estimators used in renovation and repairs, taking into account the arithmetic means of prices of repair services used in the province of the place of occurrence of the loss.
3. If the apartment was totally destroyed, ERGO Hestia shall determine the amount of compensation as at the date of occurrence of the loss in accordance with the market value of the apartment. Otherwise, the amount of compensation shall be determined on the basis of the replacement value of the destroyed property.
4. The extent of loss shall be decreased by the salvage value of the damaged or destroyed property that may be suitable for further use, processing or sale.
5. Compensation shall be established in the amount corresponding to the extent of loss within limits of the sum insured, save that in the case of losing, destruction of or damage to the insured property, the extent of loss and the amount of compensation shall not exceed, depending on the method of determining the sum insured, the replacement, actual or market value of the individual subjects of insurance.

## § 32

1. In case of a part of a house, apartment, summer cottage or house in construction constituting co-ownership of several persons (except spouses with joint property), the amount of compensation shall be a share in loss determined on a pro rata basis to the share of the Insured in the ownership of the entire house, apartment, summer cottage or house in construction.
2. If the Insured has benefited from advance compensation specified in the ERGO 7 Assistance Insurance, in the SOS Assistance Option, the compensation due will be paid less the advance compensation.

## § 33

While determining the amount of loss, the following is not taken into account:

- 1) scientific, collector's, vintage or memorial value, except for antiques, works of art, collections being the subject of insurance;
- 2) costs resulting from unavailability of spare parts and materials necessary to restore the condition existing before the loss, if repair can be made with the use of other replacement parts or materials available on the market;
- 3) costs incurred for disinfection of the remainder after loss, removal of soil, water and air contamination and soil rehabilitation.

## § 34

If the Insured recovers lost items upon the payment of compensation, he/she is obliged to immediately return the amount of compensation paid for these items, or waive its rights to the recovered items on behalf of ERGO Hestia.

### Third-Party Liability Insurance in Private Life and Tenant Third-Party Liability

## § 35

ERGO Hestia shall pay due compensation to the aggrieved party in accordance with the rules of third party liability of a person covered in Third-Party Liability Insurance in Private Life or Tenant Third-Party Liability Insurance. ERGO Hestia may also:

- 1) defend the Insured against an unjustified claim;
- 2) at any time pay compensation amounting to the policy limit, which can satisfy claims, releasing itself from the obligation to continue to defend and incur other costs.

### Personal Accident Insurance

## § 36

1. In the Personal Accident Insurance ERGO Hestia shall pay the benefit for events, only if they occurred within a year from the date of accident.
2. The determination of the causal relationship between the accident and the loss, and the type of permanent disablement shall be done based on proofs and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to an organ or system, the functions of which were impaired before the accident, the permanent disablement degree shall be determined as the difference between the disablement before and after the accident, taking into account the losses that occurred within one year from the date of the accident.
4. If the Insured suffers several disablements, ERGO Hestia pays out the benefits for all disablements covered by insurance, as a maximum up to the sum insured, and with respect to disablements specified in Table 1, Chapter II in Appendix 1, not more than PLN 100,000.
5. ERGO Hestia asks for the opinion of medical consultants so as to determine the degree of permanent disablement.
6. Medical treatment and rehabilitation expenses are paid to the Insured or another person who incurred the expenses:
  - 1) against receipts or invoices;
  - 2) in the amount which has not been and shall not be covered by general health and social insurance.



7. ERGO Hestia shall pay the benefit for the total and permanent incapacity to work:
  - 1) if it occurred within a period not longer than a year from the date of accident;
  - 2) if the Insured on the date of conclusion of the insurance contract and over 6 months prior to the conclusion of the insurance contract was employed or worked professionally as sole trader in accordance with the provisions of law.
8. ERGO Hestia requests medical consultants for an opinion in order to establish the capacity to work, on the basis of the evidence and medical records, after at least 6 months after the occurrence of the incapacity.
9. If the Insured performed a number of professions which meet the criteria referred to section 7 item 2), in order to be covered by liability due to total and permanent loss of capacity to work, it is necessary to select one profession, in respect of which ERGO Hestia is to pay the benefit.
10. Determination of the amount of benefit for the occurrence of malignant breast cancer or prostate cancer is based on the results of the histopathological examination, hospital discharge summaries and other necessary medical documentation.
11. Total payment for occurrence of malignant breast cancer or prostate cancer for all events within the insurance period may not exceed PLN 30,000.
12. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

## § 37

1. The benefits shall be paid to the Insured, subject to section 2.
2. The benefit for death of the Insured shall be paid to the beneficiary, unless such a person intentionally contributed to the death of the Insured.
3. The Insured may at any time change the beneficiary.
4. If by the time of death of the Insured, the Insured failed to designate the person entitled to receive the benefit, the benefit shall be granted to family members of the deceased in the following order:
  - 1) to the spouse – in full;
  - 2) children – in equal parts;
  - 3) parents – in equal parts;
  - 4) other heirs of the deceased – in equal parts.

## Luggage

### § 38

1. In the Luggage Insurance the amount of compensation is determined according to the replacement value, except for:
  - 1) cash – which is determined based on its nominal value (nominal value of foreign currency is translated into PLN based on table A or table B of the average foreign exchange rate announced by the National Bank of Poland, applicable as at the date of loss event);
  - 2) loss of keys, which is determined based on the costs of replacing the locks.
2. In the case of cash and jewellery, the amount of compensation may not be higher than PLN 1,000.

## VII. Insurance premium

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### § 39

1. The amount of the premium shall be determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium depends on:
  - 1) the risk level assessment with the requested scope of insurance;
  - 2) the premium payment method (i.e. whether the premium is paid on a lump-sum basis or by instalments);
  - 3) the insurance period and option;
  - 4) the amount of sum insured or policy limit;
  - 5) the history of insurance contracts concluded by the Customer with ERGO Hestia as regards the insured risks.
3. In the Property Insurance against Fire and Fortuitous Events, the amount of additional premium for the extension of coverage to include flood shall be determined taking into account the period of coverage and the probability of the occurrence of flood in the insured location.
4. In Property Insurance against Theft, the additional premium depends on the region where the insured location is situated, and discounts for the anti-theft safeguards used.
5. In the Third-Party Liability Insurance in Private Life, the amount of premium also depends on the number of adult insured persons.
6. In the Personal Accident Insurance, the amount of premium also depends on the age of the Insured, the sport discipline or profession he/she practices and the number of insured persons.
7. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract.

### § 40

1. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability.
2. If payment is made via a bank transfer or postal order, the payment date is the date when the payment was ordered in the bank or at the post office, provided that, when paying via a bank transfer, there were enough funds on the Customer's account; otherwise the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.

## VIII. Termination of the contract

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### § 41

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer has the right to withdraw from the contract within 30 days of its conclusion. If ERGO Hestia fails to inform the Customer being a consumer about their right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer being a consumer learns about this right.
2. A customer who concluded an insurance contract by remote means may withdraw from the contract within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration is sent before the lapse thereof.
3. Such a withdrawal does not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia.
4. The Customer may file the withdrawal notice:
  - 1) by using the individual account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl); or
  - 2) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
  - 3) through the ERGO Hestia representative; or
  - 4) by calling: 801 114 114 or 58 558 7 000; or
  - 5) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;

## IX. Final provisions

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### § 42

1. The Customer, the Insured or the beneficiary under the insurance contract who is an individual may raise objections as to the services provided by ERGO Hestia (a complaint):
  - 1) through the individual account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl);
  - 2) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl);
  - 3) by calling: 801 114 114 or 58 558 7 000;
  - 4) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
  - 5) verbally or in writing – during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
2. Complaints shall be processed by an organisational unit established for this purpose by ERGO Hestia Management Board.
3. A reply to a complaint shall be sent within 30 days from receiving the complaint in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.
4. In particularly complex cases where a complaint cannot be processed and a reply cannot be provided within the time limit specified above, a reply will be sent within 60 days from the date of complaint receipt.
5. Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Ombudsman through the online form available at: [www.ergohestia.pl](http://www.ergohestia.pl).

6. The beneficiary under the insurance contract, being an individual, may refer the matter to be examined by the Financial Ombudsman.

## § 43

1. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office.
3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also:
  - 1) by the Customer:
    - a) by using the individual account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl); or
    - b) through an online form available at: [www.ergohestia.pl](http://www.ergohestia.pl); or
    - c) through the ERGO Hestia representative; or
    - d) by calling: 801 114 114 or 58 558 7 000;
  - 2) by ERGO Hestia:
    - e) using the contact option through the account at: [ihestia.ergohestia.pl](mailto:ihestia.ergohestia.pl); or
    - f) through the ERGO Hestia representative; or
    - g) using the contact details given by the Customer.
4. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer, along with the information about their address and telephone number.

## § 44

1. Insurance contracts are concluded under the Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to the Polish law.
3. A legal action for a claim under an insurance contract may be brought in accordance with the provisions on general jurisdiction or to a court competent for the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. The parties may decide to refer disputes to an arbitration court.

## § 45

The General Terms and Conditions of Insurance shall enter into force on 13 June 2016 and shall apply to insurance contracts concluded from that date.

Piotr Maria Śliwicki



President of the Management Board

Adam Roman



Member of Management Board

## Appendix 1 to the General Terms and Conditions of ERGO 7 Non-Motor Insurance

Table 1. Assessment of disablement resulting from accident

<b>CHAPTER I. Events for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured</b>	<b>PERCENTAGE OF THE SUM INSURED PAID</b>
<b>Post-traumatic total injury</b>	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Extrapyramidal syndrome significantly limiting the aptitude of organism and requiring third party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/special education	100%
Severe mental disturbances requiring constant third party care (dementia-like changes, psychoses, frequent and long-lasting psychiatric hospitalization)	100%
Total loss of vision in both eyes	100%
Total hearing loss in both ears	100%
Total anarthria Total aphasia with agraphia and alexia, regardless of 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
<b>Post-traumatic partial injury</b>	
<b>Post-traumatic injuries of internal organs</b>	
Heart or pericardium damage	15%
Damage to aorta, cava and the main branches	10%
Damage to stomach	5%
Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver requiring a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
Brain concussion	1%
<b>Post-traumatic loss/ damage of: an organ or body part</b>	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%

<b>CHAPTER I.</b> <b>Events for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured</b>	<b>PERCENTAGE OF THE SUM INSURED PAID</b>
Cranium bone loss	6%
Nose in its entirety (including the nasal bones)	30%
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Total loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antibrachial area	55%

<b>CHAPTER II.</b> <b>Events for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured. If the sum insured specified in the insurance contract exceeds PLN 100,000, the benefit is paid as a percentage of the amount of PLN 100,000</b>	<b>PERCENTAGE OF THE SUM INSURED OR THE AMOUNT OF PLN 100,000 PAID</b>
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#### **Post-traumatic partial injury**

##### **Post-traumatic loss/damage of: body part and complete muscle rupture**

Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V (for each finger)	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%

##### **Sutured wounds, frostbite or burn**

Incised wound or III degree frostbite of face, neck, forearms and palms	2%
Lacerated wound (e.g. as a result of dog bite) of face, neck, forearm and palm	3%

<b>CHAPTER II. Events for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured. If the sum insured specified in the insurance contract exceeds PLN 100,000, the benefit is paid as a percentage of the amount of PLN 100,000</b>	<b>PERCENTAGE OF THE SUM INSURED OR THE AMOUNT OF PLN 100,000 PAID</b>
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
Frostbite III degree	3%
burn III grade (calculated for each percent of body surface)	2%
<b>Fractures</b>	
Cranium	4%
Facial skeleton – mandible, maxilla	6%
Jugular bone	3%
Nasal bones – without disfigurement of the nose shape	1%
Nasal bones – with disfigurement of the nose shape, though the operation	3%
Sternum	4%
One rib	1%
Two or more ribs	2%
Pelvis	6%
Caudal bone	2%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	4%
Spinal column	8%
Other fractures	1%
<b>Dislocations</b>	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes III to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
<b>Rotations</b>	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%

**CHAPTER II.**

**Events for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured. If the sum insured specified in the insurance contract exceeds PLN 100,000, the benefit is paid as a percentage of the amount of PLN 100,000**

**PERCENTAGE OF THE SUM INSURED OR THE AMOUNT OF PLN 100,000 PAID**

Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
Joints of fingers III to V (for each finger)	1%
<b>Post-traumatic complete loss of permanent teeth (for each tooth)</b>	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
<b>Loss of bodily function: complications, illness</b>	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%

Table 2. Malignant breast or prostate cancer

**OCCURRENCE OF MALIGNANT BREAST CANCER**

**PERCENTAGE OF THE SUM INSURED PAID**

The pre-invasive tumours (together with Paget's disease of the mammary gland) and the largest invasive tumours of less than 2 cm without metastases to regional ancillary lymph nodes:

Stage 0 – Tis, N0, M0

Stage I – T1, N0, M0

10%, up to PLN 10,000

Other invasive tumours:

Stage IIA:

- T0-1, N1, M0

- T2, N0, M0

Stage IIB:

- T2, N1, M0

- T3, N0, M0

Stage IIIA:

- T0-2, N2, M0

- T3, N1-2, M0

Stage IIIB:

- T4, N0-2, M0

Stage IIIC:

- T (all), N3, M0

Stage IV:

- T (all), N (all), M1

30%, up to PLN 30,000



OCCURRENCE OF MALIGNANT PROSTATE CANCER	PERCENTAGE OF THE SUM INSURED PAID
T1 (including T1a, T1b and T1c) – tumour non-detectable per rectum and invisible in imaging examinations	10%, up to PLN 10,000
T2 – tumour is within the prostate gland	
T3 – tumour infiltrating outside the sheath of the prostate gland	
T4 – stiff tumour infiltrating other organs than spermatic follicles (bladder neck, rectum, elevator muscle of anus, pelvic wall)	30%, up to PLN 30,000





