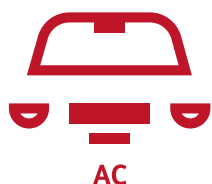




# All about Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage for Corporate Clients

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

# Comprehensive Motor Vehicle Insurance

## Insurance Product Information Document

**ERGO**  
HESTIA®

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

**Product:** Comprehensive Motor Vehicle Insurance against Loss,  
Destruction or Damage for Corporate Clients

Full details are available in the **Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage for Corporate Clients** dated 1 April 2025 (code: AB-AC-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

### What is this type of insurance?

Insurance of a motor vehicles and their equipment against accidents (Group 3 property insurance from Section II of the Annex to the Act of 11 September 2015 on Insurance and Reinsurance Activity).



#### What is insured?

- ✓ The insurance covers the risk of damage, loss or total destruction of a motor vehicle and its basic equipment as a direct result of fortuitous events; it also covers the costs of technical inspections carried out following a loss covered by the insurance, where the obligation to carry out such inspections is imposed by law; the direct consequences of the destruction, damage or theft of vehicle registration plates, including the costs of their replacement; the costs of issuing a new vehicle registration certificate and registration stickers, where this is connected to the insured loss; and the direct consequences of the loss or destruction of keys, as well as the loss of other items that enable key duplication (e.g. fuel filler caps operating with the same key), including the costs of replacing such items and the necessary costs of replacing or re-coding locks or anti-theft devices.
- ✓ Upon payment of an additional premium, it is possible to extend the insurance cover to include additional vehicle equipment and, provided that the vehicle is fitted with the required anti-theft protection, to cover the risk of theft.
- ✓ The sum insured is declared by the policyholder based on the market value of the motor vehicle, including VAT, on the date of conclusion of the insurance contract together with its equipment,
- ✓ or based on the invoice value of a brand-new vehicle and its equipment, including VAT. If the insured is entitled to deduct VAT:
  - a) if the VAT charged on the purchase of the vehicle is fully deductible, the sum insured may be determined excluding VAT;
  - b) if only 50% of the VAT charged on the purchase of the vehicle is deductible, the sum insured is determined as the net value plus 50% of VAT.



#### What is not insured?

**The insurance does not cover damage occurring outside the insurance period or damage not included within the scope of cover. The insurance does not cover damage arising:**

- ✗ in vehicles not registered in Poland where registration was required under Polish law, if this had an impact on the occurrence or extent of the damage;
- ✗ in vehicles without a valid technical inspection, as required by Polish law, where the technical condition of the vehicle had an impact on the occurrence or extent of the damage;
- ✗ in vehicles illegally brought into the territory of Poland, as well as in vehicles originating from theft or other criminal acts, or where ownership had not been lawfully acquired by the insured by the date of the loss;
- ✗ to property obtained by the insured or their close relatives as a result of a criminal offence.
- × The insurance does not cover vehicles:
  - a) assembled outside a factory (so-called self-assembled vehicles or kit cars);
  - b) with foreign registration plates;
  - c) with a period of use exceeding twelve years;
  - d) subjected to modifications or tuning other than factory standard, to the extent of the modifications carried out;
  - e) used for rallying or racing.



#### Are there any restrictions on cover?

The sum insured is the maximum limit of ERGO Hestia's liability for all claims during the insurance period. **The insurance cover does not include damage:**

- ! arising during test drives, rallies, races, training sessions, competitions, or when the vehicle is used as a prop;
- ! where the value does not exceed the integral deductible or excess stipulated in the insurance policy;
- ! resulting from theft of the vehicle or its parts where, at the time of theft, the vehicle did not have the required anti-theft devices installed, was not secured in accordance with its design, or all installed anti-theft devices were not activated, unless the vehicle was lost due to robbery; where the keys or vehicle documents were not properly secured outside the vehicle, provided there is an adequate causal relationship with the loss, unless they were lost as a result of robbery; where the insured failed to submit to ERGO Hestia the vehicle documents confirming the vehicle's authorisation for road use on the date of the loss and all keys and devices activating the anti-theft systems, provided there is an adequate causal relationship with the loss, unless the vehicle was lost as a result of robbery; where the subscription for monitoring services (vehicle location and notification system) was not paid for the period during which the theft occurred;
- ! involving damage to or destruction of tyres, unless caused by third parties or occurring simultaneously with damage to other parts of the vehicle covered by the insurance;
- ! arising from the shifting of cargo transported by the insured vehicle as a result of sudden braking, acceleration or collision with a person, another vehicle or obstacle (this does not apply to damage caused by the collision of sports equipment transported on an external rack with objects outside the vehicle);
- ! occurring within the territories of Belarus, Moldova, Russia and Ukraine, where insurance cover does not include: damage to the vehicle caused by third parties; damage to the external parts of the vehicle caused by animals; damage, loss or total destruction of the vehicle due to fire, explosion, flooding, sudden natural forces or the sudden impact of external thermal or chemical agents; theft of the vehicle or its parts;
- ! caused intentionally or through gross negligence by the insured, the policyholder or any person authorised to use the vehicle, unless the payment of compensation is justified by the circumstances and fairness; losses caused intentionally or through gross negligence by a person residing in the same household as the Insured, the Policyholder or an authorised user.

- ! to vehicles where, at the time of the event or arrival of the police, the driver was under the influence of alcohol, intoxicated, under the influence of drugs or other similarly acting substances, or fled the scene of the incident, provided the driver was the owner of the vehicle, a person residing in the same household as the owner, or a person authorised to use the vehicle;
  - ! where, at the time of the incident, the driver did not hold the appropriate driving licence required by the Road Traffic Law, provided the driver was the owner of the vehicle, a person residing in the same household as the owner, or a person authorised to use the vehicle.
- The limit of liability specified in the insurance contract constitutes the upper limit of the insurer's liability.



### Where am I covered?

- ✓ The insurance is valid within the geographical limits of Europe and in the territories of Algeria, Morocco, Tunisia, Israel and Iran.



### What are my obligations?

Obligations at the beginning of the insurance contract:

- If the insured is also the policyholder, they are obliged to inform ERGO Hestia of all circumstances known to them which were requested by ERGO Hestia in the insurance offer form or in other correspondence prior to the conclusion of the insurance contract.

Where the insurance contract is concluded for the account of another person, this obligation rests with both the policyholder and the insured, unless the insured was unaware that the contract had been concluded for their account. If the policyholder concludes the contract through a representative, this obligation also applies to the representative and additionally covers circumstances known to the representative.

Obligations during the term of the insurance contract:

- The insured, who is also the policyholder, is obliged to pay the insurance premium.
- The insured, who is also the policyholder, is obliged to promptly notify ERGO Hestia of any changes in circumstances that may increase the likelihood of a loss, where such circumstances were inquired about by ERGO Hestia in the offer form, the insurance application form, or other documents prior to the conclusion of the insurance contract.

When a claim is reported, the insured is required to:

- Notify ERGO Hestia of the occurrence of the event without delay, but no later than within 3 days from the date on which the damage occurred or became known;
- Notify the local police without delay, but no later than 24 hours after the occurrence of the event or becoming aware of it, in the event of the theft of the vehicle, theft of the keys, theft of the vehicle documents, or any other loss that may have resulted from a criminal offence, as well as in the case of any event causing significant damage to the insured property, and to file a request for the prosecution of the persons responsible for the damage;
- Provide ERGO Hestia with all documents necessary for the proper processing of the claim;
- Not make any changes to the vehicle (except for replacing lock inserts or re-coding anti-theft devices) and not commence repairs until the damaged vehicle or the scene of the event has been inspected by ERGO Hestia;
- comply with ERGO Hestia's instructions and provide information and powers of attorney to other persons authorised to act on behalf of the insured, to the extent necessary for the proper adjustment of the claim;
- secure the possibility of pursuing claims for compensation against the parties responsible for the damage.



### When and how do I pay?

The insurance premium must be paid in the amount and by the dates specified by the parties in the insurance contract. Payment may be made either as a lump sum or in instalments. Payment may be made, depending on the agreement of the parties, by bank transfer to a dedicated bank account, or alternatively, in cash through an insurance intermediary.



### When does the cover start and end?

The insurance contract is concluded for a period of up to 12 months. ERGO Hestia's liability commences on the date and time specified in the insurance contract (policy/certificate) as the start of the insurance period, but not earlier than the day following payment of the insurance premium or the first instalment.

The insurance contract expires on the day of occurrence of the total loss and in the event of total exhaustion of the sum insured, unless otherwise provided for in the insurance contract (i.e. where depletion of the sum insured does not apply).



### How do I cancel the contract?

If the insurance contract is concluded for a period longer than 6 months, a policyholder who is a natural person may withdraw from the contract within 30 days of its conclusion, or, if the policyholder is an entrepreneur, within 7 days of its conclusion. If, at the latest by the time of conclusion of the contract, the insurer did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the policyholder, as a consumer, became aware of this right. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided insurance cover. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement to ERGO Hestia within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later. The time limit shall be deemed observed if the statement is sent to ERGO Hestia before its expiry.

# Why choose ERGO Hestia Group?

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1

## **Tailor-made insurance.**

We offer the possibility to individually configure insurance cover.

2

## **Nationwide network of advisors.**

Our customers benefit from the expertise of agents at thousands of sites across the country.

3

## **We have you covered.**

We insure more than 3 million individual clients every year.

4

## **The trust of the largest companies in the market.**

We insure businesses that are crucial to the Polish economy.

5

## **Over 30 years of experience**

We anticipate situations that may affect our clients.

6

## **Highest quality claims handling.**

We settle claims according to a transparent procedure.

7

## **Open dialogue with clients.**

We offer our clients modern and efficient communication channels.

8

## **Complaints management.**

We listen to our clients and analyse complaints to improve our services.

9

## **Client Ombudsman at ERGO Hestia**

We build lasting relationships with our clients, address their issues, and seek solutions.

# General Terms and Conditions for Comprehensive Motor Vehicle Insurance Against Loss, Damage or Destruction for Corporate Clients

CODE: AB-AC-01/25

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# Insurance contract

## Article 1

1. Under these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business activities, concludes insurance contracts for comprehensive motor vehicle insurance against loss, destruction or damage with natural persons and entrepreneurs, hereinafter referred to as the "Policyholders".
2. ERGO Hestia shall not be liable for the consequences of the failure to disclose, or the misrepresentation of, any circumstances which it inquired about in the insurance application.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. In connection with the conclusion of the insurance contract, ERGO Hestia acts as the controller of your personal data. For further details regarding the processing of personal data, please refer to Appendix 1 to these General Terms and Conditions of Insurance.
6. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

## Definitions

## Article 2

The terms used in these General Terms and Conditions of Insurance shall have the meanings set out in Article 3 below.

## Article 3

1. <b>Breakdown</b>	A malfunction of the vehicle due to mechanical, electrical, electronic, or hydraulic damage preventing the vehicle from being driven, excluding the need to replenish consumables, perform regular and scheduled maintenance, supply and install accessories, or a lack of materials necessary for the operation of the vehicle.
2. <b>Audatex</b>	A computer system, developed by Audatex Holding GmbH, used to calculate post-accident vehicle repair costs, utilised by garages, insurance companies, appraisers, and expert witnesses.
3. <b>Baggage</b>	a) Items in the insured vehicle used by the Insured or their relatives residing in the same household for private purposes; b) Items temporarily in the possession of the Insured that have been loaned or borrowed from their employer or another organisational unit, provided that the lending or borrowing is confirmed in writing.
4. <b>Vehicle documents</b>	The registration certificate, vehicle card (if issued), certificate of admission to service (for vehicles not subject to registration), or a temporary permit issued by the competent registration authority.
5. <b>Eurotax</b>	A computerised system, developed by Eurotaxglass's International AG, for assessing the market value of vehicles.
6. <b>Vehicle fleet</b>	At least 5 vehicles owned by the Policyholder.
7. <b>Integral deductible</b>	The amount or percentage of the sum insured, or of the vehicle's market value at the date of the damage, below which ERGO Hestia is not liable for the loss. If the damage exceeds the amount of the deductible, ERGO Hestia shall pay compensation in full, in accordance with the agreed method of claim settlement or the type of damage.
8. <b>Vehicle towing</b>	The arrival and return of the breakdown assistance vehicle; the loading of the immobilised vehicle onto the breakdown vehicle; transport from the scene of the incident to the nearest service centre or to the Insured's residence or business premises; unloading of the vehicle from the breakdown vehicle; and the costs of using a crane if required.
9. <b>Info-Expert</b>	A computer system, developed by Info-Ekspert Sp. z o.o., for the valuation of the market value of vehicles, used by insurance companies, car dealers, garages, appraisers, and court experts.
10. <b>Keys</b>	Factory-supplied equipment used to unlock and start the insured vehicle.
11. <b>Theft</b>	An act that constitutes theft, burglary, or robbery as defined by Article 278 of the Criminal Code (theft), Article 279 of the Criminal Code (Burglary), or Article 280 of the Criminal Code (robbery). Misappropriation, as referred to in Article 284 of the Criminal Code, is not considered theft.
12. <b>Lockout</b>	The closure of a workplace by the owner combined with the dismissal of employees, carried out either to force them to accept less favourable working conditions or in connection with a strike.

<b>13. Period of use of the vehicle</b>	The period calculated from the date of the first registration of the vehicle carried out in the year of its manufacture to the first day of the insurance period.  If the date of first registration is unknown, or if the first registration took place after the year of manufacture, the period of use shall be calculated from 31 December of the year of manufacture. The period of use thus determined applies throughout the entire twelve-month insurance period. For the purpose of determining compensation, the period of use of the vehicle is calculated from the date of the first registration of the vehicle carried out in the year of its manufacture to the date of the accident. If the date of first registration is unknown, or if the first registration took place after the year of manufacture, the period of use of the vehicle shall be calculated from 31 December of the year of manufacture to the date of the accident.
<b>14. Relatives</b>	The Insured's spouse, civil partner, siblings, parents, children, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepfather, stepmother, stepchildren, adoptees, and adoptive parents.
<b>15. Third parties</b>	Any individuals not participating in the insurance relationship.
<b>16. Vehicle</b>	A vehicle subject to registration in the Republic of Poland in accordance with the provisions of the Road Traffic Law, as well as any other road vehicle powered by an engine with its own energy source or without its own drive or energy source, including a trolleybus.
<b>17. Heavy goods vehicle</b>	A motor vehicle designed for the carriage of goods. This term also includes a vehicle designed for the carriage of goods and passengers between 4 and 9 persons including the driver.
<b>18. Motor vehicle</b>	A motor vehicle whose design allows it to travel at speeds exceeding 25 km/h, excluding agricultural tractors.
<b>19. Special-purpose vehicle</b>	A motor vehicle or trailer intended to perform a special function, requiring bodywork adaptations or the installation of special equipment. Only persons and items related to the performance of that function may be carried.
<b>20. Vehicle illegally imported into the Republic of Poland:</b>	a) A vehicle that was either not delivered to the customs clearance point or not declared for customs clearance; b) or a vehicle brought into Poland while fulfilling the obligation referred to in point (a), but without providing true information in the customs declaration regarding the vehicle or its previous owners.
<b>21. Slow-moving vehicle</b>	A motor vehicle whose design limits its maximum speed to 25 km/h, excluding agricultural tractors.
<b>22. Flood</b>	Inundation of land as a result of rising water levels in flowing or standing water bodies or rising sea levels in coastal waters, excluding high tides.
<b>23. Fire</b>	The action of a fire (flames) that has extended beyond its hearth or originated without a hearth, and is capable of spreading by its own force.
<b>24. Vehicle inspection report</b>	A document describing the extent of damage and necessary repairs, including parts qualification, in the form of a technical assessment or repair estimate prepared using the Audatex system, or, if data for the given vehicle is not listed, using the Eurotax system.
<b>25. Entrepreneur</b>	A natural person, legal person, or organisational unit without legal personality, but to which the law confers legal capacity, conducting economic or professional activity in its own name.
<b>26. Offence</b>	An act committed by a human being that is prohibited by law at the time of its commission, defined as a crime or misdemeanour, which is unlawful, culpable, and socially harmful to a degree greater than negligible.
<b>27. Assignment by way of security</b>	A contractual transfer of ownership of a movable item to a creditor until repayment of a monetary obligation, under which the creditor may use the acquired right only to the extent necessary to secure the claim, while the item remains available to the debtor or a third party.
<b>28. Service point</b>	A repair shop or an authorised service centre for the relevant vehicle brand.
<b>29. Car rallies</b>	A motor sport discipline involving driving a specially prepared rally car along a course set by the organiser in the shortest possible time.
<b>30. Passenger car</b>	A motor vehicle designed and constructed to carry no more than 9 persons, including the driver, and their luggage.
<b>31. State of intoxication</b>	A condition where the blood alcohol concentration exceeds 0.5‰ or the concentration of alcohol in exhaled air exceeds 0.25 mg in 1 dm <sup>3</sup> .
<b>32. State after alcohol consumption</b>	A condition where the blood alcohol concentration is between 0.2‰ and 0.5‰, or the concentration of alcohol in exhaled air is between 0.1 mg and 0.25 mg in 1 dm <sup>3</sup> .
<b>33. Strike</b>	A collective, voluntary work stoppage by employees across one or more workplaces or institutions, as a form of protest (e.g. political, economic) combined with demands for change.
<b>34. Loss</b>	Property loss directly caused by an event covered under the insurance contract.



<b>35. Total loss</b>	<p>1) In the Cost Estimate Variant – Theft of the vehicle or damage where the repair costs, as specified in the inspection report, exceed 70% of the market value of the vehicle on the date of the loss (or, for vehicles covered by the purchased K009 “Guarantee 12” clause, 70% of the agreed sum insured), whereby the repair costs are calculated taking into account the VAT remaining to be charged, based on:</p> <ul style="list-style-type: none"> <li>a) Prices of parts bearing an alternative brand to the vehicle manufacturer’s brand (substitutes) and materials listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system; If alternative parts are not available on the Polish market, the price of original parts reduced by the degree of wear and tear, calculated in accordance with the table set out in Article 19(2);</li> <li>b) The necessary labour based on the standards specified by the vehicle manufacturer;</li> <li>c) A labour rate of PLN 65 gross per hour for bodywork, mechanical, and painting works.</li> </ul> <p>2) In the Service Variant – Theft of the vehicle or damage where the repair costs, as specified in the inspection report, exceed 70% of the market value of the vehicle on the date of the loss (or, for vehicles covered by the purchased K009 “Guarantee 12” clause, 70% of the agreed sum insured), whereby the repair costs are calculated taking into account the VAT remaining to be charged, based on:</p> <ul style="list-style-type: none"> <li>a) Prices of parts and materials of the vehicle manufacturer listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system, but not exceeding the average prices recommended by the vehicle manufacturer or its official importer for use in their authorised service network;</li> <li>b) Labour time standards of the vehicle manufacturer listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system;</li> <li>c) The average hourly labour rate applicable to the Service Point.</li> </ul> <p>3) In the Service Variant (Partner network settlement option) – Theft of the vehicle or damage where the repair costs, as specified in the inspection report, exceed 70% of the market value of the vehicle on the date of the loss (or, for vehicles covered by the purchased K009 “Guarantee 12” clause, 70% of the agreed sum insured), whereby the repair costs are calculated taking into account the VAT remaining to be charged, based on:</p> <ul style="list-style-type: none"> <li>a) Prices of alternative parts, and in the absence of alternative parts, the prices of original parts;</li> <li>b) Labour time standards according to the standards specified by the vehicle manufacturer;</li> <li>c) The average hourly labour rate applicable to the Service Point carrying out the repair, not exceeding PLN 110 gross per hour for bodywork, painting, and mechanical work.</li> </ul>
<b>36. Partner network</b>	A network of selected Service Points (repair facilities) cooperating with ERGO Hestia. The current list of garages is available on the website: <a href="http://www.ergohestia.pl">www.ergohestia.pl</a> .
<b>37. Terrorism</b>	Illegal actions, whether individual or organised, motivated by ideological or political purposes, directed against persons or property, with the aim of creating chaos, intimidating the population, or disrupting public life through violence, and undertaken to achieve political or social objectives.
<b>38. Excess</b>	The amount by which ERGO Hestia reduces the total compensation paid in respect of a specific event, provided that such an amount has been agreed in the insurance contract.
<b>39. Anti-theft device</b>	An independent, self-contained mechanical or electronic anti-theft system, approved in accordance with regulations in force within the Republic of Poland, operational and permanently installed by a service station authorised by the manufacturer of the security system, or factory-fitted to the vehicle. For safety devices not forming part of the vehicle’s original equipment, and for vehicles first registered outside Poland, with the exception of brand-new vehicles, installation and operability must be confirmed by an appropriate written certificate issued by an authorised service station. In the case of the continuation of an insurance contract with ERGO Hestia, submission of the certificate is not required if it was previously attached to the earlier insurance application. For the purposes of these General Terms and Conditions, the following are not considered anti-theft devices: factory-fitted door locks, mechanical and electronic control units, mechanical steering wheel locks, and automatic gearbox lever locks.
<b>40. Market value of the vehicle</b>	The value determined based on the market prices of vehicles of a given make and model in force in the Republic of Poland, taking into account individual characteristics, in particular: year of manufacture, equipment, mileage, and technical condition.
<b>41. Explosion</b>	A sudden disturbance of the equilibrium of a system accompanied by the simultaneous release of gases, dust, or vapour, caused by their expansive properties; in relation to pressure vessels and other similar containers, an event is recognised as an explosion if the walls of such vessels or containers rupture to such an extent that the sudden escape of gases, dust, vapour, or liquids results in an abrupt equalisation of pressure; an implosion, consisting of the damage to a vessel or vacuum apparatus caused by external pressure, is also considered an explosion.
<b>42. Vehicle accessories</b>	Equipment that is not fitted by the manufacturer during factory assembly or by the general importer of the vehicle into the Republic of Poland, due to type-approval regulations applicable to the given make, type, or model, in particular: audio and audiovisual equipment, telephone and radio-telephony communication equipment (excluding mobile phones) together with speakers and antennas, as well as taximeters, external luggage racks, towing hooks, spoilers and trims, advertising lettering and stickers, and child safety seats.
<b>43. Basic vehicle equipment</b>	Equipment that is fitted by the manufacturer during factory assembly or by the general importer of the vehicle into the Republic of Poland, in accordance with type-approval regulations applicable to the given make, type, or model, including, in addition, anti-theft devices, gas supply systems, hybrid systems, and light alloy wheel rims.
<b>44. Car race</b>	A competition between drivers or teams conducted based on predetermined rules, in which competitors race specially adapted cars in accordance with the rules applicable to the given type of race.
<b>45. Riots</b>	Violent demonstrations or hostile actions directed against the authorities with the aim of changing the existing legal order.
<b>46. Flooding</b>	The immersion of the insured vehicle in a liquid resulting in damage. The aspiration of liquid by a running vehicle engine is not considered flooding.

## Subject matter of insurance

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### Article 4

1. The subject-matter insured includes the vehicles specified in the insurance contract together with their basic equipment, excluding vehicles:
  - a) assembled outside a factory (so-called self-assembled vehicles or kit cars);
  - b) with foreign registration plates;
  - c) with a period of use exceeding twelve years;
  - d) subjected to modifications or tuning other than factory standard, to the extent of the modifications carried out;
  - e) used for rallying or racing.
2. For an additional premium, the insurance cover may be extended to include vehicle accessories.

## Scope of insurance cover

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### Article 5

1. Insurance cover applies to the damage, loss, or total destruction of the insured vehicle or its parts, together with its basic equipment, as a result of all events beyond the control of the Insured and any person authorised to use the vehicle, excluding theft of the vehicle or its parts, subject to Article 6(1) and the exclusions set out in Articles 11–13.
2. Insurance cover also includes the costs of carrying out technical inspections following a loss covered by the insurance, where the obligation to perform such inspections is imposed by law.
3. Insurance cover extends to the direct consequences of the destruction, damage, or theft of the vehicle's registration plates, covering the costs of their replacement, as well as the costs of issuing a new vehicle registration certificate and registration stickers, provided that these costs are related to the insured loss.
4. The cover also includes the direct consequences of the loss or destruction of keys, as well as the loss of items other than keys that enable key duplication (e.g. fuel filler caps locked with the same key), in the form of the costs of replacing such items. The necessary costs associated with replacing or re-coding locks or anti-theft devices in the insured vehicle are also covered.
5. Insurance cover applies to events occurring within the geographical boundaries of Europe and within the territories of Algeria, Morocco, Tunisia, Israel, and Iran. However, in the territories of Belarus, Russia, Ukraine, and Moldova, insurance cover does not apply to:
  - 1) damage to the vehicle caused by third parties,
  - 2) damage to the exterior parts of the vehicle caused by animals,
  - 3) damage, loss, or total destruction of the vehicle resulting from fire, explosion, flooding, sudden action of other forces of nature, or sudden action of an external thermal or chemical agent on the vehicle,
  - 4) theft of the vehicle or its parts.

## Extension of the scope of cover

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### Risk of theft

### Article 6

1. Vehicles specified in the insurance contract may, at the request of the Policyholder, be covered against damage resulting from the theft of the vehicle or its parts, provided that the anti-theft devices required by ERGO Hestia are installed in the vehicle in accordance with Article 9 below.
2. The premium for the comprehensive motor vehicle insurance including the risk of theft shall be determined in accordance with the increased level of risk.

## Additional clauses

### Article 7

1. At the request of the Policyholder, the scope of insurance cover may be extended by including the following optional clauses in the insurance contract:

NUMBER	NAME	DESCRIPTION
K003	Ukraine	Extension of ERGO Hestia's liability to include damage resulting from the theft of the vehicle or its parts within the territory of Ukraine, with the simultaneous introduction of an excess for theft-related losses amounting to 5% of the vehicle's sum insured.
K004	Belarus	Extension of ERGO Hestia's liability to include damage resulting from the theft of the vehicle or its parts within the territory of Belarus, with the simultaneous introduction of an excess for theft-related losses amounting to 15% of the vehicle's sum insured.
K005	Belarus, Russia, Ukraine and Moldova	Extension of ERGO Hestia's liability to include damage resulting from the theft of the vehicle or its parts within the territories of Belarus, Russia, Ukraine, and Moldova (within the geographical boundaries of Europe), with the simultaneous introduction of an excess for theft-related losses amounting to 15% of the vehicle's sum insured.
K009	"12" Warranty	For the purpose of loss settlement, including the classification of the type of loss (partial or total), ERGO Hestia shall, for the 12-month insurance period, adopt the insured sum as the market value of the vehicle as at the date of total loss, as specified in the insurance agreement, provided that the insured sum has been determined in accordance with Articles 14(1) or 14(3) or 14(4) or 14(5) of the General Terms and Conditions of Comprehensive Motor Vehicle Insurance.
K044	Tipping	ERGO Hestia shall be liable for damage to or total destruction of self-unloading trucks (tippers) and special-purpose vehicles, limited to rubbish trucks and slurry tankers, caused by the overturning of the vehicle during loading and unloading operations.

NUMBER	DESCRIPTION
Baggage	<ol style="list-style-type: none"> <li>1. Subject to an additional premium, and in accordance with the other provisions of the motor vehicle insurance contract against loss, destruction, or damage (comprehensive motor vehicle insurance), insurance cover may be extended to include luggage against loss, destruction, or damage caused by events covered under the insurance contract.</li> <li>2. The insured under this clause shall be any person who is the owner of baggage carried inside or outside the vehicle insured under the Comprehensive Motor Vehicle Insurance, in accordance with section 3, as well as the owner of an external luggage rack installed on the vehicle insured under the policy.</li> <li>3. The cover under this clause applies to baggage carried inside the vehicle, outside the vehicle, or in external luggage racks, including cargo boxes on pick-up trucks, provided they are secured with at least one integral multi-tumbler lock (a lock whose key has more than one groove perpendicular to the blade) and that the lock was engaged at the time of the loss.</li> <li>4. The extent of damage to the baggage shall be determined based on the replacement value, understood as the value corresponding to the cost of purchasing or manufacturing a new item of the same or the most similar type and brand, taking into account the average market prices prevailing in the given area.</li> <li>5. ERGO Hestia shall be liable for damages under this clause up to a maximum of PLN 5,000 (gross) — the insured sum.</li> <li>6. Within the insured sum specified in section 5 above, ERGO Hestia also provides cover for damage to external luggage racks resulting from events covered under this clause.</li> <li>7. The insured sum shall be reduced each time by the amount of any compensation paid. Upon total exhaustion of the insured sum, insurance cover under section 1 shall cease.</li> <li>8. With ERGO Hestia's consent, in the situation described in section 7 above, the Policyholder may restore the insured sum to the amount specified in section 5 by completing a new insurance application and paying an additional premium.</li> </ol>
Comprehensive motor vehicle insurance discount protection	The comprehensive motor vehicle insurance discount protection provides, when concluding a subsequent Comprehensive Motor Vehicle Insurance Contract with ERGO Hestia, protection in the following scope: if one claim is reported during the comprehensive insurance period, the insurance history for the insured vehicle will be maintained at its existing level when calculating the premium for the subsequent insurance contract.
Partner network	<p>Repair shall be carried out under the following conditions:</p> <ol style="list-style-type: none"> <li>a) Labour time standards according to the standards specified by the vehicle manufacturer,</li> <li>b) The average hourly labour rate applicable to the Service Point carrying out the repair, not exceeding PLN 110 gross per hour for bodywork, painting, and mechanical work,</li> <li>c) Material prices based on the vehicle manufacturer's pricing, and the prices of alternative parts; where alternative parts are unavailable, the price of original parts shall be used for settlement.</li> </ol>

2. In the event that the extension of the scope of cover referred to in section 1 is applied, the Policyholder shall pay an appropriately adjusted premium.
3. Clause K009 shall apply only in the case of an insurance contract concluded with the reduction of the insured sum.
4. The provisions of the Partner Network clause shall also apply to vehicles repaired outside the Partner Network.

## Limitations of insurance cover

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### Article 8

1. At the request of the Policyholder, the scope of insurance may be limited by inclusion in the insurance contract of:
  - a) An excess, to be individually agreed by negotiation;
  - b) An integral deductible, also to be individually agreed.
2. In the event that the limitation of the scope of cover referred to in section 1 is applied, the Policyholder shall pay an appropriately adjusted premium.

## Vehicle security requirements

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### Article 9

1. Passenger cars may be covered under Article 6 if they are equipped at least with:
  - 1) **One anti-theft device** — for vehicles with a market value not exceeding **PLN 200,000** (gross) as at the date of conclusion of the insurance contract.
  - 2) **Two anti-theft devices** — for vehicles with a market value exceeding **PLN 200,000** (gross) as at the date of conclusion of the insurance contract.
2. **ERGO Hestia** may make insurance cover for the risk of theft of a passenger vehicle with a market value exceeding **PLN 300,000** (gross) conditional upon the vehicle being equipped, instead of one of the anti-theft devices referred to in section 1, with a location and notification system. The system must have an operational range no smaller than the territorial scope assumed in the comprehensive motor vehicle insurance, and must have a subscription for monitoring services paid in advance for the entire insurance period, including an option for protection and intervention, understood as at least automatic notification of the relevant Police unit by the system operator.
3. Heavy goods vehicles with a load capacity of up to 2.5 tonnes, motorhomes and caravans, motorcycles and mopeds may be covered under the insurance referred to in Article 6, provided they are equipped with at least one anti-theft device.
4. Heavy goods vehicles with a load capacity exceeding 2.5 tonnes, tractor units, and buses with a market value exceeding **PLN 100,000** (gross) as at the date of conclusion of the insurance contract may be covered under the insurance referred to in Article 6, provided they are equipped with at least one anti-theft device.
5. Special-purpose vehicles, agricultural tractors, and harvesters with a market value exceeding **PLN 200,000** (gross) as at the date of conclusion of the insurance contract may be covered under the insurance referred to in Article 6, provided they are equipped with at least one anti-theft device.

### Article 10

1. When concluding the insurance contract, ERGO Hestia shall recognise the security devices installed in vehicles submitted for insurance as sufficient, provided that these devices are operational and that the vehicles equipped with them were insured against the risk of theft during the previous insurance period, meeting the former insurer's requirements regarding the number and type of security devices. In such cases, the provisions of Article 9 shall not apply.
2. When settling a theft claim, the Insured is required to submit a document issued by the previous insurer confirming that the vehicle was insured against theft during the period immediately preceding the conclusion of the contract with ERGO Hestia.

## Exclusion of liability

### Article 11

1. ERGO Hestia shall not be liable for damage to fuel materials.
2. ERGO Hestia shall also not be liable for damages:
  - 1) occurring while the vehicle is in motion in:
    - a) vehicles not registered in Poland, where registration was required under Polish law,
    - b) vehicles without a valid technical inspection required under Polish law, if the technical condition of the vehicle was in a direct causal relationship with the damage,
  - 2) resulting from the theft of the vehicle or its parts where:
    - a) at the time of the theft, the vehicle did not have the anti-theft devices specified in Articles 9 and 10(1) installed,
    - b) at the time of the theft, the vehicle was not secured in accordance with its design, or all installed anti-theft devices referred to in Articles 9 and 10(1) were not activated, unless the loss occurred as a result of robbery,
    - c) the vehicle's keys or documents were not properly secured outside the vehicle, if this had a direct causal link to the damage, unless they were lost as a result of robbery,
    - d) the claimant failed to provide ERGO Hestia with the vehicle documents required for it to be legally admitted to road traffic on the day of the damage, as well as all keys and devices activating the anti-theft systems, if this had a direct causal link to the damage, unless the loss occurred as a result of robbery,
    - e) the subscription for the monitoring services referred to in Article 9(2) was not paid for the period during which the theft occurred,
  - 3) resulting from mechanical breakdowns, except where such breakdowns directly caused consequential damage to insured property not otherwise excluded,
  - 4) involving the loss of the insured vehicle due to misappropriation,
  - 5) resulting from the prolonged effects of chemical agents, moisture, temperature, or processes occurring inside the insured vehicle or insured items, unless such effects were a direct result of a sudden and unforeseeable event covered under the insurance contract,
  - 6) arising from modifications of the vehicle, its parts, or equipment beyond the manufacturer's specifications for the given make and model (including the installation of an LPG system) or maintenance treatments,
  - 7) for loss of profits or consequential financial losses due to the inability to fulfil obligations or contracts because of an insured event,
  - 8) involving the loss of the insured vehicle due to loss, sale, donation, or exchange, except as specified in Article 5(4),
  - 9) in prototype vehicles, understood as experimental models developed by car manufacturers for new vehicle series,
  - 10) caused by internal spontaneous factors, wear and tear, installation errors, use of incorrect fuel, fluids, or operating materials, or by defective selection, installation, or adjustment of an LPG system, except where such causes led to consequential damage to insured property not otherwise excluded,
  - 11) involving damage to or destruction of tyres, unless caused by third parties or occurring simultaneously with damage to other parts of the vehicle covered by the insurance,
  - 12) arising from the shifting of cargo transported by the insured vehicle as a result of sudden braking, acceleration or collision with a person, another vehicle or obstacle (this does not apply to damage caused by the collision of sports equipment transported on an external rack with objects outside the vehicle),
  - 13) consisting of damage to the electrical system caused by a short circuit or an overload with a current exceeding the rated capacity of the system, except where the short circuit results in a fire;
  - 14) consisting of the overturning of the vehicle due to driving on muddy, unstable, or sloping ground, or due to a landslide, as well as the overturning of the vehicle during loading or unloading operations;
  - 15) consisting of spontaneous damage to vehicle components caused by temperature effects, rapid temperature changes, or internal stresses within the vehicle body or cabin;
  - 16) consisting of engine seizure, unless the seizure occurred as a result of a loss covered by the insurance;

- 17) resulting from a manufacturing defect in a component or sub-assembly of the vehicle, or from a repair not carried out in accordance with approved repair technology.
3. ERGO Hestia reserves the right to refuse the payment of compensation if, between the occurrence of the damage and the vehicle inspection by ERGO Hestia:
  - 1) fault memory records of the vehicle's safety systems have been altered, or
  - 2) devices responsible for recording the safety system fault memories have been dismantled, preventing the reading of such records, where the reading was necessary to determine ERGO Hestia's liability.

## Article 12

The insurance cover does not include damage to vehicles resulting from theft or other criminal acts where ownership had not been acquired by the Insured as of the date of the loss.

## Article 13

1. ERGO Hestia shall not be liable if the Insured, the Policyholder, or any person entitled to use the vehicle caused the damage intentionally or through gross negligence, unless the payment of compensation is justified under the circumstances.
2. ERGO Hestia shall also not be liable for loss caused intentionally by a person with whom the Insured, the Policyholder, or a person entitled to use the vehicle shares a common household.
3. Additionally, the insurance does not cover damage arising from:
  - 1) acts of war, martial law, a state of emergency, riot, civil commotion, civil unrest, earthquake, strikes, lock-outs, acts of terrorism or sabotage, or the confiscation, nationalisation, detention, or requisition of property by government authorities;
  - 2) the effects of nuclear energy, radioactive contamination, laser or maser radiation, or magnetic and electromagnetic fields.
4. The following types of damage are also excluded from the scope of insurance cover:
  - 1) arising as a consequence of using the vehicle contrary to its intended purpose;
  - 2) occurring during the use of the vehicle by the Insured, the Policyholder, or a person authorised to use the vehicle as an instrument of a criminal act, where there is an adequate causal connection with the damage;
  - 3) occurring during the use of the vehicle in connection with compulsory services for the military or other entities, as well as damage arising in vehicles participating in protest actions or road blockades.
  - 4) occurring in vehicles where, at the time of the event or arrival of the police, the driver was under the influence of alcohol, intoxicated, under the influence of drugs or other similarly acting substances, or fled the scene of the incident, provided the driver was the owner of the vehicle, a person residing in the same household as the owner, or a person authorised to use the vehicle,
  - 5) occurring in vehicles where, at the time of the incident, the driver did not hold the appropriate driving licence required by the Road Traffic Law, provided the driver was the owner of the vehicle, a person residing in the same household as the owner, or a person authorised to use the vehicle,
  - 6) occurring in vehicles illegally imported into the territory of the Republic of Poland;
  - 7) occurring during the use of the vehicle for the transport of dangerous goods, such as fuels, toxic chemical substances, or gases;
  - 8) occurring during test drives, rallies, races, training sessions, competitions, or the use of the vehicle as a prop;
  - 9) occurring during the use of the vehicle for driving instruction;
  - 10) occurring during the rental of the vehicle or when the vehicle is provided as a replacement vehicle under arrangements other than rental.
5. At the request of the Policyholder, and upon payment of an additional premium, the scope of insurance cover may be extended to include the losses referred to in section 4(7)–(10) above.

## Sum insured

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### Article 14

1. In motor vehicle insurance against loss, destruction, or damage, the sum insured shall be declared by the Policyholder. Subject to section 6 below, the sum insured should correspond to the market value of the vehicle as determined by the Eurotax system or the Info-Ekspert monthly publication "Motor Vehicles – Market Values", including VAT, as of the date of conclusion of the insurance contract.
2. For brand-new vehicles purchased from an authorised dealer specialising in that make, the sum insured may be declared based on the vehicle's invoice price (including VAT), without considering any dealer discounts, provided the insurance contract is concluded within one month of the invoice date. Such a sum insured shall be recognised by XERGO Hestia as the market value of the vehicle for a maximum of 12 months from the contract date, provided that the vehicle has not exceeded 20,000 km in mileage and has not been previously damaged.
3. Where it is not possible to determine the market value via Eurotax or Info-Ekspert, the Policyholder may agree with ERGO Hestia to use another reliable specialist source.
4. At the request of the Insurer, ERGO Hestia may accept the sum insured increased or decreased by more than 10% compared to the value specified in the Eurotax system or in the Info-Ekspert monthly publication "Motor Vehicles – Market Values", provided that the Policyholder submits a vehicle valuation carried out by an authorised automotive expert, at the Policyholder's expense.
5. The sum insured for vehicles acquired through individual import and insured for the first time in the territory of the Republic of Poland shall be determined based on a valuation by an authorised automotive expert (with the cost of the valuation borne by the Policyholder). The sum insured determined in this way may not exceed the purchase price of the vehicle (as evidenced by the invoice), increased by the value of excise duty and, where applicable, any customs duty paid.
6. If the Insured is entitled to deduct VAT:
  - a) if the VAT charged on the purchase of the vehicle is fully deductible, the sum insured may be determined excluding VAT;
  - b) if only 50% of the VAT charged on the purchase of the vehicle is deductible, the sum insured is determined as the net value plus 50% of VAT.

### Article 15

1. The sum insured shall be the upper limit of ERGO Hestia's liability.
2. The insured sum shall be reduced each time by the amount of any compensation paid. In the event of total exhaustion of the sum insured, the insurance contract shall terminate.
3. With ERGO Hestia's consent, the Policyholder may, after the payment of an compensation, restore the sum insured to the market value of the vehicle by submitting a written application for such restoration, presenting the vehicle for inspection, and paying an additional premium.
4. Upon payment of an additional premium, the insurance contract may be concluded without applying the reduction of the sum insured.

### Article 16

1. The sum insured for accessories shall be determined by the Policyholder based on the retail prices of items of the same or similar type and quality, reduced by the degree of wear and tear, subject to sections 2 and 4.
2. The sum insured for brand-new additional equipment may also be declared at the amount stated on the sales invoice, including VAT, provided that this is done no later than within one month from the date of the invoice.
3. The sum insured for accessories specified in the contract should include VAT, subject to the provisions of section 4.
4. If the Insured is entitled to deduct VAT:
  - a) if the VAT charged on the purchase of the vehicle is fully deductible, the sum insured may be determined excluding VAT;
  - b) if only 50% of the VAT is deductible, the sum insured is determined as the net value plus 50% of VAT.
5. The sum insured for accessories may not exceed 20% of the vehicle's sum insured or PLN 20,000 (gross), whichever is lower.
6. The sum insured for accessories shall be each time by the amount of compensation paid. In the event of total exhaustion of the sum insured for accessories, the insurance for such equipment shall terminate.
7. With ERGO Hestia's consent, in the situation referred to in section 6, the Policyholder may restore the sum insured for accessories, within the limits specified in section 5, by submitting a new insurance application.
8. Upon payment of an additional premium, the insurance contract will be concluded without applying the reduction of the sum insured.



## Assessment of the extent of damage

### Article 17

1. In the event of a total loss of a vehicle, ERGO Hestia shall determine the extent of damage as an amount equal to the market value of the vehicle as at the date the loss occurred (provided that the value does not exceed the sum insured as specified in the insurance contract), subject to the provisions of Articles 21–26.
2. In the case of partial damage to the vehicle, ERGO Hestia shall determine the extent of the damage based on the cost of repairs calculated according to the prices of services and spare parts applicable within the territory of the Republic of Poland on the date of determination of the compensation, subject to the provisions of Articles 18–24.
3. The extent of partial damage, as referred to in section 2, shall include repair costs consistent with the extent of the damage described in the vehicle inspection report prepared by ERGO Hestia or on its behalf.
4. In the event of damage consisting of spot indentations to the bodywork, where the extent and nature of the damage allow for repair by pushing out, pulling out, or a combination of both methods, the settlement of the damage shall be based on the cost of such repair.

### Article 18

1. Where the extent of damage is determined using the service variant (based on invoices), the method of repair and the cost must be agreed with ERGO Hestia in advance. In such cases, the limitation of liability specified in Article 20(4) shall not apply.
2. Depending on the method of determining the extent of damage agreed upon in the insurance contract, the extent of partial damage may be established either under the cost estimate variant or the service variant, subject to the provisions of Article 20(2).

### Article 19

1. Subject to Article 42(4), if the cost estimate variant is applied under the insurance contract, the extent of damage shall be determined based on a valuation prepared by ERGO Hestia using the principles of the Audatex system or, where the vehicle is not listed in Audatex, the Eurotax system shall apply, excluding VAT, specifically according to:
  - 1) Time standards for repair operations established by the vehicle manufacturer and recorded in the Audatex system, or in the Eurotax system if the vehicle is not listed in Audatex;
  - 2) A labour rate of PLN 65 gross per hour for bodywork, mechanical, and painting works;
  - 3) The list of parts (assemblies) qualified for replacement as recorded in the vehicle inspection report, based on the average prices of parts bearing an alternative brand to the vehicle manufacturer's brand (substitutes) and materials listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system;
2. If the referenced system does not provide prices of parts bearing an alternative brand to the vehicle manufacturer's brand (substitutes), the calculation shall be based on the prices of original parts supplied by the vehicle manufacturer, as recorded in the Audatex system or — if the vehicle is not listed in Audatex — in the Eurotax system, reduced by the degree of wear and tear indicated in the table below, depending on the period of vehicle use, subject to the provisions of section 3.

PERIOD OF USE OF THE VEHICLE	OPERATIONAL WEAR AND TEAR EXPRESSED AS A PERCENTAGE OF THE VALUE OF PARTS ELIGIBLE FOR REPLACEMENT
Up to 3 years (inclusive)	25%
4 years	30%
5 years	40%
6 years	50%
7 years	55%
8 years	60%
9 years and more	65%

3. If parts have been replaced during the period of use of the vehicle, and their value is documented by original invoices, the degree of wear and tear on these parts shall be assessed individually, taking into account their duration of use.
4. If the prices of spare parts, as referred to in section 1(3) (replacement parts), are higher than those determined in accordance with section 2 (original parts with depreciation), the lower of the two shall be used in calculating the extent of the damage.



## Article 20

1. If the service variant has been selected in the insurance contract, the assessment of the extent of damage and the payment of compensation shall take place upon submission of invoices documenting the vehicle repair, based on the costs and method of repair carried out by the repairer, previously agreed with ERGO Hestia, using:
  - 1) Labour time standards of the vehicle manufacturer listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system,
  - 2) The average hourly labour rate applicable to the Service Point.
  - 3) Prices of parts and materials of the vehicle manufacturer listed in the Audatex system, or, if the given vehicle is not listed in Audatex, in the Eurotax system, but not exceeding the average prices recommended by the vehicle manufacturer or its official importer for use in their authorised service network.
2. At the request of the Insured, even when the service variant has been selected, ERGO Hestia may determine the extent of damage and pay the undisputed amount of compensation based on the cost estimate variant, subject to the provisions of section 3.
3. If the actual total repair costs exceed the amount established under the cost estimate variant, their inclusion in the damage assessment (including VAT) requires submission by the Insured of complete invoices for labour, spare parts, and materials (including paintwork).
4. If repairs are documented with invoices but carried out without prior agreement with ERGO Hestia as specified in Article 18(1), the repair costs shall be verified and capped at PLN 110 gross per labour hour for bodywork, paintwork, and mechanical repairs. The prices of spare parts and materials (including paint) are subject to verification, up to a maximum of the values listed in the Audatex system, less the wear and tear referred to in Article 19(2).
5. VAT shall be included in the damage assessment where the sum insured includes VAT, and the Insured is not a VAT payer or is unable to deduct VAT.

## Article 21

1. When replacing tyres, batteries, or exhaust system components, the amount of compensation shall be based on the price of the new component, less the wear and tear specified in the inspection report.
2. If prior damage or repairs are found in parts eligible for replacement, ERGO Hestia shall apply a deduction for technical wear, regardless of any market depreciation.

## Article 22

The extent of damage to vehicle accessories shall be determined using either the retail price of items of equivalent type and quality (less depreciation up to the date of damage), or the repair costs. Such repair costs must be substantiated by a contractor's invoice or an itemised estimate by the injured party if the repair was carried out independently.

## Article 23

1. ERGO Hestia reserves the right to verify the conformity of the repair with the scope and qualifications set out in the inspection report and the submitted invoices before assessing the extent of the damage.
2. In the event of any discrepancy between the repair carried out and the scope and classification set out in the inspection report, ERGO Hestia shall determine the extent of the damage based on the actual scope and method of repair performed, but not exceeding the scope specified in the inspection report prepared prior to the commencement of the repair.

## Article 24

1. The extent of total loss shall be reduced by the residual value – i.e. undamaged or slightly damaged parts or assemblies of the vehicle, or the damaged vehicle as a whole, if they can still be used or sold.
2. ERGO Hestia does not assume ownership of any vehicle remains following a total loss.
3. Residual value shall be determined based on gross prices listed in the Info-Ekspert monthly publication “Motor Vehicles – Market Values”, valid in Poland on the date the damage occurred, accounting for wear and tear.
4. At the request of the Insured, submitted within 30 days from the date of receipt of the decision by ERGO Hestia classifying the damage as a total loss, ERGO Hestia shall provide assistance in selling the remains of a passenger car or a truck with a load capacity not exceeding 2,500 kg, and in no more than its seventh year of use, by identifying, within 14 days of receiving the Insured's request, a potential buyer along with their contact details and the proposed purchase price. The highest offered price shall be used for the settlement of the claim. Until the sales invoice for the amount stated in the offer is submitted, the residual value shall be increased by 10% of the offered price as an estimated margin for the bidder. If the offered price is lower than the residual value determined by ERGO Hestia, ERGO Hestia will pay the difference. Conversely, if the offered price is higher, the Insured shall

reimburse the excess to ERGO Hestia. The information provided shall include the offer number, the details of the exchange administrator, contact phone number, validity of the offer, and the proposed purchase price for the vehicle remains. All costs of collecting the remains shall be borne by the bidder. The Insured shall contact the bidder directly. The bidder will not receive any information regarding the vehicle owner, nor any data that would allow for the precise identification of the vehicle (such as the registration number or VIN).

## Article 25

1. Compensation shall be paid in an amount corresponding to the extent of the damage, within the limits of the sum insured and subject to sections 2-3 below.
2. If an integral deductible or excess is included in the contract, the integral deductible shall apply first, and the compensation shall be reduced by the applicable excess specified in the insurance contract.
3. Where the sum insured is based on the vehicle's value:
  - a) excluding VAT, compensation shall also be determined excluding VAT;
  - b) including 50% VAT, compensation shall be based on that rate, subject to the provisions of Article 15.

## Article 26

1. In addition to compensation calculated under Articles 17–25, the Insured is entitled to reimbursement of the following expenses:
  - 1) parking costs from the date of the incident until the first inspection by ERGO Hestia, up to a maximum of PLN 500 (gross);
  - 2) towing costs from the scene to the Insured's residence, business premises, or repair site, up to a maximum of PLN 2,500 (gross).
2. The total of these expenses referred to in section 1 may not exceed 10% of the insured sum stated in the contract.
3. ERGO Hestia shall not reimburse towing costs under section 2 for vehicles registered as passenger cars, heavy goods vehicles with a maximum load capacity of 3,000 kg, caravans, motorcycles, or mopeds.

## Conclusion of an insurance contract

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## Article 27

1. The insurance contract is concluded based on an application, which forms an integral part of the policy and serves as confirmation of the conclusion of the insurance contract.
2. The application should include, at a minimum:
  - 1) the name and address of the Policyholder (including PESEL (Personal Identification Number), REGON (National Business Register Number), and NIP (Tax Identification Number)),
  - 2) name and address of the Insured (PESEL (Personal Identification Number), REGON (National Business Register Number), NIP (Tax Identification Number) and PKD (Polish Classification of Activities Code)), if the contract is concluded on behalf of a third party,
  - 3) the subject and scope of the insurance,
  - 4) the territorial scope of the insurance,
  - 5) the sum insured and the method of its determination,
  - 6) the method for assessing the extent of damage and the amount of compensation,
  - 7) the insurance period,
  - 8) vehicle equipment data,
  - 9) information regarding anti-theft devices installed in the vehicle,
  - 10) information on the number of keys,
  - 11) information on claims history, in the form of a certificate from previous insurers, detailing the amounts and number of claims, broken down by motor vehicle and theft risk, indicating the relevant periods and whether the data are presented based on policy records or accounting terms, as well as the number of vehicles insured during the period concerned.
3. ERGO Hestia may make the conclusion of the insurance contract conditional upon receiving additional information necessary for risk assessment.

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

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### Article 28

1. The Policyholder may conclude an insurance contract on behalf of a third party.
2. If the contract is concluded on behalf of another party, the Policyholder is obliged to provide the Insured with the General Terms and Conditions of Insurance. If the Insured agrees with the Policyholder to finance the premium cost, the Policyholder must provide the Insured with the General Terms and Conditions of Insurance before obtaining the Insured's consent. The Insured is required to confirm in writing that they have received the General Terms and Conditions of Insurance. The Policyholder must submit this written confirmation to ERGO Hestia.
3. ERGO Hestia shall have the right to claim payment of the premium exclusively from the Policyholder. Any objection that may affect ERGO Hestia's liability may also be raised against the Insured.
4. The Insured is entitled to claim compensation directly from ERGO Hestia, unless otherwise agreed; however, such an agreement cannot be concluded after an insured event has occurred.
5. The Insured may request that ERGO Hestia provide information regarding the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance, insofar as they concern the Insured's rights and obligations.

## Method of determining and paying the insurance premium.

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### Article 29

1. The insurance premium is determined following a risk assessment.
2. The insurance premium is payable as a single lump sum. At the request of the Policyholder and upon payment of an additional surcharge, the premium may be paid in instalments. The number of instalments, their due dates, and amounts are specified in the insurance contract.
3. The insurance premium reflects the depreciation of the vehicle's market value over the course of the insurance period.

### Article 30

1. The amount of the vehicle insurance premium is determined as the product of the sum insured and a rate, expressed as a percentage, corresponding to the level of risk borne by ERGO Hestia.
2. When determining the rate, the following are taken into account:
  - 1) the value of the vehicle,
  - 2) the make, model, and type of the vehicle,
  - 3) the postal code corresponding to the Insured's place of business; if the Insured is a financier under a leasing contract or a creditor to whom the vehicle has been assigned, the regional zone corresponding to the registered office of the vehicle user, who is also the Policyholder, shall be applied.
  - 4) the year of manufacture of the vehicle,
  - 5) the intended use of the vehicle,
  - 6) the scope of cover,
  - 7) the loss history of the Policyholder or Beneficiary,
  - 8) the Insured's claim-free insurance history with ERGO Hestia,
  - 9) the number of vehicles of the Insured insured with ERGO Hestia; where the Insured is a financier under a leasing contract or a creditor to whom the vehicle has been assigned by way of security, the number of vehicles insured with ERGO Hestia shall be determined based on the vehicle user, who is also the Policyholder,
  - 10) the type of business activity conducted by the Insured; where the Insured is a financier under a leasing contract or a creditor to whom the vehicle has been assigned by way of security, the type of business activity conducted by the vehicle user, who is also the Policyholder, shall be applied.
  - 11) individual risk assessment,
3. Premiums for comprehensive motor vehicle insurance covering loss, destruction, or damage — extended to include theft risk — for fleets of at least 15 vehicles may be negotiated individually, following a risk assessment conducted by ERGO Hestia.
4. If the Insured obtained a premium discount based on inaccurate information, or if the discount is invalidated due to the cancellation of one or more risks under a package contract (undue discount), ERGO Hestia has the right to demand repayment of the discount amount together with statutory interest.

5. The information provided by the Policyholder regarding their insurance history will be subject to verification against the Insurance Guarantee Fund's register of contracts and losses, pursuant to Article 104(1)(4) of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau.
6. A claim-free continuation of insurance shall be deemed to occur where a subsequent insurance contract for the same vehicle is concluded, provided that (cumulatively):
  - 1) no claim was made under the contract with the expired insurance period, and
  - 2) no more than 30 days have elapsed between the end date of the insurance period under the previous contract and the start date of the insurance period under the new insurance contract.

## Article 31

The premium for vehicle accessories is determined as a percentage of the sum insured, depending on the value of the accessories.

## Article 32

When determining the premium amount, any premium surcharge for payment by instalments shall be taken into account.

## Article 33

If, during the term of the insurance contract, there is an increase in the value of the insured vehicle or its accessories, the Insured may report this fact to ERGO Hestia and, subject to ERGO Hestia's consent, increase the sum insured by paying an additional premium.

## Article 34

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

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

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## Article 35

1. The period of insurance shall be specified in the contract.
2. The commencement date and time of the insurance period shall be as agreed between the parties and stated in the policy.
3. The contract may be concluded either for one year or for a shorter period (short-term contract).

## Article 36

1. ERGO Hestia's liability commences on the date and time specified in the insurance contract as the start of the insurance period but not earlier than the day following payment of the premium or the first instalment, subject to sections 2 and 3.
2. If ERGO Hestia assumes liability before payment of the premium or the first instalment and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of the premium for the period during which cover was provided. In the absence of notice of termination, the contract shall expire at the end of the period for which the unpaid premium was due.
3. Failure to pay a subsequent instalment of the premium on the date and in the amount specified by ERGO Hestia shall result in the cessation of ERGO Hestia's liability only if, after the expiry of the payment deadline, ERGO Hestia issues a written demand for payment, warning that failure to pay within seven days of receipt of the notice will cause liability to cease.
4. Where a payment deadline for the premium or its first instalment has been set before the commencement of the insurance period, the provisions of sections 1 and 3 above shall apply accordingly to the consequences of late payment.
5. If payment is made by bank transfer or postal order, the date of payment shall be deemed the date of submission of the payment order at the bank or post office, provided that sufficient funds were available on the Policyholder's account; otherwise, the payment date shall be the date on which the amount is credited to ERGO Hestia's account.
6. Payment of a premium or an instalment thereof shall be deemed fulfilment of the payment obligation under the insurance contract.
7. ERGO Hestia's liability shall terminate upon expiry of the insurance period unless terminated earlier.

## Duties of the Policyholder and the Insured

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### Article 37

1. The Policyholder is obliged to inform ERGO Hestia of all circumstances known to them which were inquired about by ERGO Hestia in the insurance offer form or in other correspondence prior to the conclusion of the insurance contract. If the Policyholder concludes the contract through a representative, this obligation also applies to the representative and additionally covers circumstances known to the representative. If ERGO Hestia concludes the contract despite the lack of answers to certain questions, the omitted circumstances shall be deemed irrelevant.
2. During the term of the insurance contract, the Policyholder is obliged to promptly notify ERGO Hestia of any changes in circumstances that may increase the likelihood of a loss, where such circumstances were inquired about by ERGO Hestia in the insurance application form, or other documents prior to the conclusion of the insurance contract.
3. Where the insurance contract is concluded for the account of another person, the obligations referred to in sections 1–2 above shall apply to both the Insured and the Policyholder, unless the former was unaware that the contract had been concluded for their account.
4. The Insurer shall not be liable for the consequences of any circumstances which, in breach of the preceding provisions, were not brought to its knowledge. If the breach of the aforementioned provisions was committed wilfully, it shall be presumed, in case of doubt, that the insured event and its consequences resulted from the undisclosed circumstances referred to in the preceding sentence.

## Procedure in the event of an incident.

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### Article 38

1. In the event of an incident, the Insured is obliged to:
  - 1) use all available means to protect the insured property and prevent or minimise damage;
  - 2) take necessary steps to enable ERGO Hestia to assert its rights and to secure claims for compensation against those responsible, in particular:
    - a) notify the police immediately where there are casualties or where the damage was caused by a criminal act;
    - b) in other cases where the police are not called, prepare a written statement with the perpetrator of the incident, outlining the circumstances of the incident and identifying the perpetrator, including full details of both parties, and ensure the statement is signed by both.
2. If the Insured wilfully or through gross negligence fails to apply the measures referred to in section 1 above, ERGO Hestia shall be relieved of liability for resulting losses.
3. ERGO Hestia, within the limits of the sum insured, shall reimburse costs incurred as a result of taking reasonable loss prevention measures referred to in section 1, even if such measures prove unsuccessful.
4. In addition, the Insured shall be obliged to:
  - 1) provide ERGO Hestia with all documentation necessary to process the claim, particularly invoices for insured costs, including original invoices for parts purchased;
  - 2) establish, wherever possible, the details of other participants and witnesses to the incident, confirm whether the perpetrator has valid motor vehicle insurance, and record their insurer's name and policy number, as well as prepare a written statement of the cause of the damage;
  - 3) notify the local police without delay, but no later than 24 hours after the occurrence of the event or becoming aware of it, in the event of the theft of the vehicle, theft of the keys, theft of the vehicle documents, or any other loss that may have resulted from a criminal offence, as well as in the case of any event causing significant damage to the insured property, and to file a request for the prosecution of the persons responsible for the damage;
  - 4) notify ERGO Hestia of the damage immediately, but no later than within 3 days from the date on which the damage occurred or became known:
    - a) via the form available on the website: [www.ergohestia.pl](http://www.ergohestia.pl), or
    - b) by contacting the Emergency Centre at 0 801 107 107 or 58 555 5 555;
  - 5) enable ERGO Hestia to investigate the circumstances, cause, and extent of the damage, and provide all necessary explanations and evidence for claim settlement;

- 6) complete all documentation required by ERGO Hestia to establish ERGO Hestia's liability and determine the damage and its value, in particular, the damage notification form, in which the actual course of the event and the circumstances of the occurrence of the damage must be described;
  - 7) comply with ERGO Hestia's instructions and provide it with information and powers of attorney to the extent necessary for the proper claim settlement.
5. The consequences of failure to notify ERGO Hestia of the accident shall not apply if ERGO Hestia, within the time limit set for notification, has received knowledge of the circumstances that should have been brought to its attention.
  6. The Insured is also obliged to make available all documents necessary to establish ERGO Hestia's liability and to assess the damage and its amount.
  7. ERGO Hestia reserves the right to verify invoices, estimates, and other documents submitted by the Insured and to consult specialists.
  8. The Insured shall be obliged to immediately replace the lock cylinders and to recode the vehicle's anti-theft devices so that they cannot be deactivated with lost or stolen keys. In the event of failure to comply with the above obligation due to gross negligence or wilful misconduct, ERGO Hestia shall be released from liability in the event of theft of the vehicle or theft of elements of its internal equipment.

## Article 39

Notwithstanding the duties set out in Article 38(1) and (4), the Insured shall also be obliged:

- 1) Subject to the provisions of Article 41, not to make any changes to the vehicle (except for the replacement of locks as specified in Article 38(8) above) and not to commence repairs without first allowing a representative of ERGO Hestia to inspect the vehicle and obtaining their consent to make changes or commence repairs; ERGO Hestia may not invoke this provision if its representative fails to carry out the inspection within 7 days of notification of damage, or from the date the vehicle's parking place was indicated for inspection, whichever is later;
- 2) In the case of theft of the vehicle, to submit to ERGO Hestia documents confirming the vehicle's origin and enabling its identification (in particular, a brief, a customs clearance document, a sales contract, a purchase invoice, a vehicle registration card if one has been issued, a vehicle registration certificate, a temporary permit), and all sets of keys (no fewer than specified in the insurance application), together with a set of functioning anti-theft devices, unless the vehicle has been lost as a result of robbery.

## Article 40

In the event of the Insured's wilful misconduct or gross negligence in failing to meet the duties referred to in Article 39, ERGO Hestia shall be entitled to refuse payment of the compensation in whole or in part, depending on the extent to which such breach affects the determination of the causes and circumstances of the event or the amount of the damage, and whether it remains causally related to the occurrence of the event.

## Article 41

1. In the case of a loss occurring outside the borders of the Republic of Poland, the Insured shall be obliged not to make any changes to the damaged vehicle or to submit it for repair without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe driving, the cost of which shall not exceed the equivalent of EUR 1,500 (gross). The reimbursement of the costs of such repairs shall take place in Poland on the basis of original, named invoices, taking into account the scope and option of the insurance contract concluded. The nominal value of the foreign currency shall be converted into Polish zloty according to Table A or Table B of the average exchange rates for foreign currencies in Polish zloty published by the National Bank of Poland (NBP), applicable on the date of occurrence of the loss.
2. If a vehicle repair carried out abroad without ERGO Hestia's consent exceeds the extent necessary to continue safe driving, and its costs are higher than the cost of a similar repair in the territory of the Republic of Poland, any claim for compensation exceeding the cost of a similar repair in Poland shall not be recognised by ERGO Hestia. If the claim is accepted, compensation shall be determined and paid upon return to Poland, based on the prices applicable in the Republic of Poland.

## Simplified claims settlement

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## Article 42

1. In the case of reporting a loss in accordance with Article 38(4)(4) above, ERGO Hestia, on the basis of the information provided, may propose a simplified procedure for the settlement of claims (Simplified Claims Settlement).
2. The Emergency Centre will provide the claimant with detailed instructions on how to proceed to take advantage of the Simplified Claims Settlement.



3. If the Simplified Claims Settlement is used, the claimant shall repair the damaged vehicle at their own expense, to the extent agreed with the Emergency Centre.
4. Regardless of the option of the comprehensive motor vehicle insurance contract concluded, a detailed invoice issued by the garage documenting that the vehicle has been repaired shall be required.
5. ERGO Hestia shall reimburse vehicle repair costs incurred and documented with invoices, taking into account the insurance cover selected by the Insured and the amount of deductibles and excesses.

## Payment of compensation

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### Article 43

ERGO Hestia shall pay compensation on the basis of recognition of the claim by the beneficiary under the insurance contract, following findings made during proceedings concerning the establishment of the facts, legitimacy of claims, and amount of compensation, or following a settlement concluded with the claimant or a final court ruling.

### Article 44

1. The compensation shall be paid to the Insured or to a person authorised by the Insured.
2. In the case of damage to a vehicle forming part of an estate, compensation shall be paid to the heirs upon presentation of a court order confirming acquisition of the estate or confirmation of inheritance.
3. Payment of compensation for a lost vehicle is conditional upon the vehicle being de-registered and ownership being transferred to ERGO Hestia.
4. In the event of recovery of the vehicle or its parts, ERGO Hestia shall, at the Insured's request, transfer ownership of the vehicle to them, subject to the return of part or all of the compensation paid.

### Article 45

1. ERGO Hestia shall pay compensation within 30 days of receipt of notice of the accident.
2. If it is impossible to clarify the circumstances necessary to establish ERGO Hestia's liability or the amount of compensation within the time limit specified above, the compensation shall be paid within 14 days from the date on which, exercising due diligence, it was possible to clarify those circumstances. However, ERGO Hestia shall pay the undisputed part of the compensation within the time limit specified in section 1.
3. If the claimant is not entitled to compensation, or is entitled to compensation in an amount different from that specified in the claim, ERGO Hestia shall inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the compensation, along with instructions on the possibility to pursue the claim in court.
4. Unless otherwise agreed, the amount paid by ERGO Hestia shall not exceed the amount of the damage suffered.

### Article 46

If the same vehicle is insured against the same risk simultaneously with several insurance companies for sums insured which, taken together, exceed its insured value, the Policyholder may not claim benefits exceeding the amount of the damage. Each insurance company shall be liable up to the amount of the damage, in the proportion in which the sum insured assumed by it bears to the total sums resulting from multiple insurance.

### Article 47

If the claimant disagrees with ERGO Hestia's findings regarding refusal of claim settlement or the amount of damages, they may, within 30 days of receipt of the notice, request the Board of ERGO Hestia to reconsider the case in writing.

## Subrogation

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### Article 48

1. Upon payment of the compensation, the Insured's claim against the third party responsible for the damage, up to the amount of the compensation paid, shall be transferred to ERGO Hestia.
2. The claim referred to in section 1 shall not be transferred to ERGO Hestia if the perpetrator of the damage is a person residing in the same household as the Insured, or a person authorised to use the vehicle, unless the loss was damaged intentionally.

3. The Insured shall be obliged to provide ERGO Hestia with all information and documents, and to take measures necessary for ERGO Hestia to effectively assert the transferred rights, referred to in section 1 above.
4. If the Insured waives their rights against third parties without ERGO Hestia's consent, or fails (through wilful misconduct or gross negligence) to meet the obligations referred to in Article 38(4)(2) and Article 48(3), ERGO Hestia may refuse to pay compensation in whole or in part, or, if compensation has already been paid, demand its return.

## Expiry of the insurance contract

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### Article 49

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If, at the latest by the time of conclusion of the contract, ERGO Hestia did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the Policyholder, as a consumer, became aware of this right. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided insurance coverage.
2. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later. The time limit shall be deemed observed if the statement is sent before its expiry.
3. In the event of a transfer or assignment of ownership of the vehicle, the rights under the insurance contract may not be transferred to the new owner of the vehicle, subject to sections 4 and 6 below. The insurance relationship ceases when ownership of the insured object is transferred or assigned to the new owner of the vehicle.
4. Upon transfer of ownership of the vehicle:
  - 1) from the lessor under a lease agreement to the lessee, or
  - 2) from the bank to the borrower, the rights and obligations under the insurance contract are transferred to the purchaser of the vehicle. Following the transfer of ownership of the vehicle, the purchaser, as the Policyholder, shall have the right to terminate the insurance contract.
5. In the event of a transfer of the rights referred to in section 4 above, the obligations that were incumbent on the transferor shall also be transferred to the transferee. Notwithstanding this transfer of obligations, the transferor shall remain jointly and severally liable with the transferee for the payment of the premium due up to the date of transfer of ownership of the insured object.
6. In the case of a transfer of the insured vehicle by way of security, the insurance contract shall not be terminated, provided that ERGO Hestia is notified of this fact no later than on the date of such transfer.
7. The regulations set out in sections 4 to 6 above shall not apply to the transfer of claims that have arisen or may arise from an accident covered by the insurance contract.

### Article 50

1. If the contract terminates as a result of rescission or transfer of ownership of the vehicle as defined in Article 49, the premium for the unused period of insurance cover shall be reimbursed, subject to sections 2 and 3 below.
2. In the event of a transfer of ownership of the vehicle, an application for reimbursement of the premium shall additionally require proof of the transfer of ownership of the vehicle.
3. The unused period of insurance cover shall be calculated from the day following the termination or expiry of the insurance contract.

### Article 51

In the event of a total loss, the insurance contract for that part of the vehicle shall expire on the date of the total loss.



## Final provisions

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### Article 52

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

### Article 53

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

### Article 54

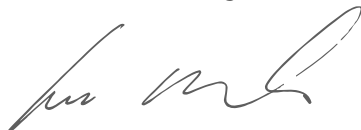
1. Insurance contracts shall be concluded under Polish law.
2. Disputes arising from the insurance contract shall be governed by Polish law and may be brought before courts of general jurisdiction or before the court having jurisdiction over:
  - 1) the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the insurance contract, or
  - 2) the place of residence of the heir of the Insured or the heir of the beneficiary under the insurance contract.
3. The parties to the insurance contract may also submit disputes arising therefrom to arbitration.
4. Disputes arising from the Insurance Contract between the Policyholder, the Insured or any other beneficiary under the insurance contract, being a natural person, and the Insurer may be recognised by means of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warszawa, [www.rf.gov.pl](http://www.rf.gov.pl), which is an entity authorised to conduct out-of-court proceedings pursuant to the provisions of the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, on the Financial Ombudsman, and on the Financial Education Fund.

5. In view of the fact that insurance contracts concluded by ERGO Hestia may not be used to settle transactions subject to sanctions, prohibitions, or restrictions under international or Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations, and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit related to the insurance cover—to the extent that the provision of such cover, payment, or benefit would result in a breach of any of the above-mentioned Sanctions—unless compliance with such Sanctions would be contrary to laws applicable to ERGO Hestia.

## Article 55

These General Terms and Conditions of Insurance shall come into force on 1 April 2025 and shall apply to insurance contracts concluded after that date.

**President Of The Management Board**



**Artur Borowiński**

**Vice-President of the Management Board**



**Adam Roman**

## Appendix 1 of the General Terms and Conditions for Comprehensive Motor Vehicle Insurance Against Loss, Damage or Destruction for Corporate Clients

### Statement by the Personal Data Controller

#### Personal Data Controller

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

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

#### Data Protection Officer

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

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

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

#### Purposes of Personal Data Processing

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
Assessment of insurance risks for the purpose of presenting an insurance offer and concluding an insurance contract	<p>We use profiling to determine insurance premiums. We make decisions related to profiling on the basis of:</p> <ol style="list-style-type: none"> <li>a) data from the previous insurance contract,</li> <li>b) information collected during the preparation of the offer and conclusion of the insurance contract, and</li> <li>c) data obtained from: the Insurance Guarantee Fund, the Insurance Database, the Central Vehicle Register, the Central Driver Register, Statistics Poland, the Chief Inspectorate of Road Transport, the Central Registration and Information on Business Activity, DataWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, the Credit Information Bureau, or the National Debt Register (if you provide separate consent).</li> </ol> <p>The data we obtain is adequate for the assessment of insurance risk.</p> <p>If an insurance contract is concluded via the Yanosik application, we use profiling to determine the amount of the insurance premium. We make automated decisions based on the assessment of the driving style monitored by the application.</p> <p>For example, the greater the number of claims recorded in the insurance history or the higher the driving dynamics, the greater the insurance risk may be, and thus the higher the insurance premium may become.</p>
Verifying and ensuring the accuracy of identification data	<p>The data of natural persons who conduct sole proprietorships, obtained from Statistics Poland, includes: NIP (Tax Identification Number), REGON (National Business Register Number), PKD (Polish Classification of Activities), address of the registered office, form of activity and date of commencement.</p> <p>In the case of vehicle insurance, from the Central Vehicle Register and the Central Driver Register we obtain:</p> <ol style="list-style-type: none"> <li>a) data of natural persons: PESEL number or document number (in the case of foreigners), first name, surname, address, information regarding the right to drive vehicles, and information on traffic law violations,</li> <li>b) data of natural persons conducting sole proprietorships: business name, REGON number, and registered business address.</li> </ol>
Reinsurance of risks	We reduce the insurance risk associated with concluding the insurance contract and providing insurance cover.
Performance of the insurance contract, including settlement of claims	<p>In order to determine the claims settlement path, we apply profiling based on data collected during the claims notification process and information contained in our databases.</p> <p>For example, if no claims have been reported under a given policy in the past year, the claim may be settled in a simplified manner, without the need for an inspection by our representative.</p>
Assertion of claims	If a dispute arises between us, we may pursue our claims or decide to transfer the claim to another entity.
Direct marketing of own products and services	We analyse your data in order to communicate with you more effectively and apply profiling, including the creation of marketing profiles.
Prevention of insurance fraud	Where necessary, we process data to prevent fraud and to protect our operations against misuse for criminal purposes.

## PURPOSES OF DATA PROCESSING    ADDITIONAL INFORMATION

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

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

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

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

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

### Recipients of your personal data

Your personal data may be transferred to:

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

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

### Transfer of your personal data outside the European Economic Area (EEA) and applicable conditions

We may transfer your personal data outside the European Economic Area (EEA) only if necessary and provided that an adequate level of protection is ensured.

We may transfer data to a third country:

- with an adequate level of data protection, confirmed by a European Commission decision, or
- using standard contractual clauses approved by the European Commission.

Recipients of data in third countries may include:

- state authorities designated by law to collect information about the incident,
- state authorities conducting proceedings related to the reported incident in that country, or
- entities providing assistance services or other services in that country in order to assist the claimant or mitigate the consequences of the damage.

We will transfer your personal data if it is necessary:

- for the performance of the insurance contract concluded with you,
- for the performance of a contract concluded between us and another individual or legal entity in the interest of the data subject,
- for the establishment, exercise, or defence of legal claims.

We may also outsource certain services or IT tasks to service providers located outside the EEA, provided that data protection principles are observed. You may request further information on the methods used to safeguard your data or where to access copies of those safeguards.

#### **Data subject rights in relation to personal data processing**

1. **Right to withdraw consent** – if you withdraw your consent to data processing, this will not affect the lawfulness of actions taken before withdrawal.
2. **Right of access to personal data** (information about the processed data, copy of the data) and right to request rectification (amendment), erasure or restriction of processing.
3. **Right to object to the processing of personal data** – you may object to the processing of your personal data where we process it for direct marketing purposes (including profiling).
4. **Right to data portability** – you may receive your personal data in a structured, commonly used, machine-readable format and transfer it to another data controller.
5. **Right to lodge a complaint with the supervisory authority dealing** with personal data protection.
6. **Right to obtain an explanation regarding automated decision-making** – if profiling (i.e. automated decision-making) is used, you have the right to:
  - receive an explanation regarding the basis of the decision,
  - challenge the decision,
  - express your own position,
  - request a review of the data and the decision by a human.

To exercise these rights, please contact us.

#### **Retention period of your personal data**

If we have concluded an insurance contract, your personal data will be retained until the expiry of the limitation period for claims arising from the insurance contract or until the expiry of the data retention obligation imposed by law (e.g. retention of accounting documents related to the insurance contract).

If no insurance contract has been concluded, personal data will be retained until the expiry of the limitation period for claims arising from the submitted application.

If you have given appropriate consent, personal data will be processed for the purposes specified in the consent (e.g. for marketing purposes) until the consent is withdrawn.

Data will be processed for analytical and statistical purposes for 12 years from the date of termination of the insurance contract.

#### **Information about the requirement to provide data**

Providing personal data in connection with the insurance contract is necessary for its conclusion and performance, as well as for the assessment of insurance risk. Without this data, we cannot conclude the contract, present an offer, or carry out the claims settlement process.

If personal data is required to handle a complaint and is not provided, we will not be able to consider the complaint.

Providing personal data for marketing purposes is voluntary.