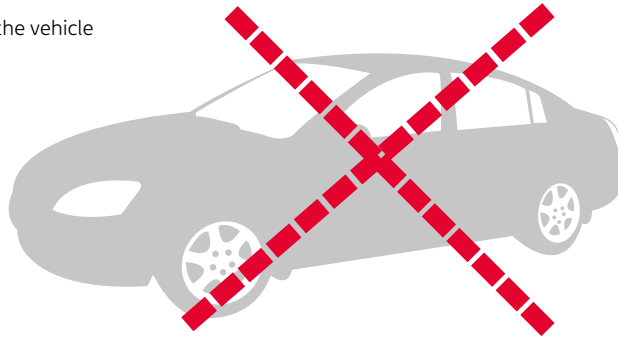


1 option:
total loss of the vehicle



2 option:
damage to the vehicle



3 option:
full Comprehensive Insurance (cost estimate, Partnership Network, Approved Repairer)



End of motor insurance period.

┌───┐ ┌───┐ ┌───┐
day month year

Dear Sir/Madam,

we are pleased to welcome you to the ERGO 7 world of insurance. We did everything to make this world simple and transparent. The document in front of you is the General Terms and Conditions of Insurance (the so-called OWU). It comprises among others:

- an accurate description of events that are covered and are not covered under this insurance policy,
- a description of the manner in which the amount of benefits paid are determined,
- clarification of the rights and obligations of both parties - Customers and ERGO Hestia.

We would like to draw your attention to “Definitions”. In the provisions you can find the definitions of terms that we use herein. The General Terms and Conditions of Insurance comprise many tips concerning insurance, among others:

- what to take into consideration upon signing the contract, and what to take into consideration during its execution,
- what are the required protective measures against theft,
- how to behave when the loss occurs.

If you read the General Terms and Conditions of Insurance carefully, you will be able to select consciously the most appropriate insurance option which will offer the best protection for your wealth.

Thank you for the confidence placed in our company.
Please, read the documents carefully.

General Terms and Conditions of Motor Insurance ERGO 7

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I. Common Provisions and Definitions of General Terms and Conditions of Motor Insurance ERGO 7

CODE: C-E7-PWK-01/15

The following table contains information about provisions of the concluded Common Provisions and Definitions of General Terms and Conditions of Motor Insurance ERGO 7 which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§ 3, § 4, § 15 section 3, § 20, § 25 section 2

STATEMENTS OF ERGO HESTIA

§ 1

1. We would like to inform you that in connection with the concluded insurance contract:

1) Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, at ul. Hestii 1, (hereinafter: "ERGO Hestia"), is the controller of your personal data, which will be processed by it in order to carry out its obligations under the insurance contract and to meet legally justified purposes, such as: direct marketing of private-label products and services and asserting claims under the concluded insurance contract. Data is collected pursuant to: Article 23 section 1 items 3) and 5) of the Act of 29 August 1997 on the Protection of Personal Data (consolidated text, Journal of the Laws of 2015, item 2135) and Article 815 of the Civil Code,
2) you have the right to access and correct your personal data. Processing the data for the purposes other than the aforesaid legally justified purposes of ERGO Hestia or third parties to whom the data is transferred requires your prior consent.

2. ERGO Hestia shall not be held liable for the consequences of your failure to give it the information about the circumstances, which were asked about in the insurance contract application form or to give circumstances at variance with the truth.

3. Pursuant to Article 104 section 1 item 4 of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, ERGO Hestia has the right to access data collected by the Insurance Guarantee Fund. On this basis, ERGO Hestia verifies the compliance of information received from you regarding the course of the insurance with data contained in the register maintained by the Insurance Guarantee Fund.

4. In the case of applying discounts with regard to the premium based on data inconsistent with reality, ERGO Hestia is entitled to request the payment of the discount amount together with statutory interest accrued from the date of providing the coverage.

5. The Customer prior to concluding the insurance contract should specifically refer to the contents of all General Terms and Conditions of Insurance, paying particular attention to the sections titled: The subject and scope of insurance, Exclusion of liability, Sum insured and Determination of the compensation amount/Determination of the benefit amount, as well as the Common Provisions and Definitions of General Terms and Conditions of Insurance.

6. Please note that the definitions of terms used may vary from their typical and common meaning, as well as from the definition contained in the generally applicable provisions of the law.

DEFINITIONS

§ 2

Terms used in General Terms and Conditions of Motor Insurance ERGO 7 have the meanings determined in the definitions below:

1) **ASC** — authorized service centre for vehicles of particular brands;
2) **failure** — a malfunction of a vehicle caused by mechanical, electrical, electronic or hydraulic damage, disabling onward journey or return to the place of residence or registered office of the Insured, except for: the necessity to fill in the consumables, current and periodic maintenance, delivery and installation of accessories;

3) **luggage** — things, located outside the regular place of residence, used by the Insured or their relatives, who run household together, in their everyday life, or things that are owned by the Insured temporarily, if they were rented or granted for use by the employer or other organizational unit (excluding individuals), provided that such rental or grant for use were confirmed in writing by the borrower or lender;

4) **Emergency Centre** — organizer conducting assistance services on behalf of ERGO Hestia;

5) **alternative parts** — parts whose manufacturer certifies that they are of the same quality as the original components of the given vehicle type;

6) **documentation of the vehicle** — registration certificate, log book (if issued), single vehicle approval (SVA) (for vehicles not subject to registration), temporary approval issued by the authority competent to register the vehicle;

7) **Customer** — an individual, including sole proprietors and sole traders, concluding the insurance contract (the Policyholder);

8) **theft** — an act specified in the Penal Code, involving the willful taking of someone else's property (Article 278 of the Penal Code — willful taking of someone else's movable property for the purpose of appropriation, Article 279 of the Penal Code — willful taking of someone else's movable property through burglary, and Article 280 of the Penal Code — willful taking of someone else's property with the use of violence or through threatening the immediate use of violence, or causing a person to become unconscious or helpless in order to steal the property). Theft shall not be considered the appropriation referred to in Article 284 of the Penal Code (appropriation of someone else's movable property);

9) **lockout** — the decision of the owner to close down the workplace, in relation to laying off employees, aimed at forcing them to accept worse working conditions or due to strike;

10) **minimum claim amount (integral franchise)** — specified amount of loss for which ERGO Hestia does not pay compensation;

11) **accident** — a sudden event caused by external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury or loss of bodily function, or died.

12) **service life of the vehicle** — period from the date of first registration of the vehicle performed in the year of its manufacture; if the first registration date is not known or the first registration took place after the year of manufacture, the service life is calculated from 31 December of the year of the vehicle's manufacture:

a) to the first day of the insurance period — for the purposes of concluding an insurance contract; a service life determined this way is valid throughout the entire insurance period,

b) to the date of claim — for the purposes of determining the amount of compensation;

13) **relatives** — spouse, unmarried partner, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, stepfather, stepmother, stepson, adoptive children and adoptive parents, permanently living at the same address as the Insured;

14) **third parties** — all persons not involved in the insurance relationship under the insurance contract concluded with ERGO Hestia;

15) **entitled person** — person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured;

16) **vehicle** — a vehicle registered as:

- a) passenger car — with capacity up to 850 kg,
- b) commercial truck, cargo van, off-road vehicles, pick-up truck — with capacity up to 2 tonnes,
- c) motobicycle, motorcycle, quad.

Within the meaning of Option III — Comprehensive Insurance Partnership Network — motor bicycles, motorcycles and quads are not considered vehicles;

17) **vehicles illegally brought to the territory of Poland:**

- a) not delivered to the customs clearance or unreported,
- b) brought to the country pursuant to the obligation set out in item a), but without meeting the obligation to provide accurate information about the vehicle or the previous owners in the customs declaration;

18) **criminal offence** — act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime or offence, illegal, at fault and socially harmful at a degree higher than infinitesimal;

19) **appropriation** — treating someone else's movable property or someone else's property rights previously owned by the appropriator as own property or property rights;

20) **service point** — garage or an authorized vehicle service centre of the particular brand. In the case of the Car Glass Insurance, the service point is a garage recommended by ERGO Hestia for repairing or replacement of the glass;

21) **robbery** — willful taking of property with the use of or through threatening the immediate use of physical violence against the Insured (or their relatives) or by causing the Insured (or their relatives) to become unconscious or helpless, or the willful taking of property by using force in relation to the subject of willful taking remaining in contact with the person (the Insured or their relatives);

22) **force of nature** — energy impacting directly on the insured vehicle, arising from nature, created spontaneously without any connection with acts or omissions by humans;

23) **Partnership Network** — a network of selected garages cooperating with ERGO Hestia. List of current garages is published on the website: www.ergohestia.pl;

24) **alcohol intoxication** — condition, in which concentration of alcohol in blood is above 0.5‰ or concentration of alcohol in breath is above 0.25 mg of alcohol in 1 cubic decimetre;

25) **state under the influence of alcohol** — condition, in which concentration of alcohol in blood amounts to 0.2% to 0.5%, or concentration of alcohol in breath amounts to 0.1 mg – 0.25 mg per 1 cubic decimetre;

26) **strike** — a collective, voluntary workers refrain from work in order to resolve a dispute concerning the interests, working conditions, wages or social benefits and rights and freedom of union workers or other groups;

27) **loss** — caused directly by a peril covered by the insurance contract: non-pecuniary consequence of an event or damage to property;

28) **total loss within the meaning of Option I of Comprehensive Insurance** — vehicle theft or damage, where the repair costs exceed 70% of the market value as at the date of loss; the repair costs are estimated according to the determined gross (i.e. VAT inclusive) amounts of:

- a) alternative parts,

- b) necessary working hours, indicated by the vehicle manufacturer,
- c) man-hour rate of PLN 65.

If the repair cost estimate cannot be based on an alternative part, the price of the original part applies, decreased by its wear and tear calculated in accordance with the table set out in § 12 section 2 of the General Terms and Conditions of Comprehensive Insurance;

29) **total loss within the meaning of Option III of Comprehensive Insurance** — vehicle theft or damage, where the repair costs exceed 70% of the market value as at the date of loss; the repair costs are estimated according to the determined gross (i.e. VAT inclusive) amounts of:

- a) new, original parts fitted by the vehicle's manufacturer (except for wear and tear) and the necessary working hours,
- b) working hours of manufacturer's authorised service centres;

30) **terrorism** — illegal actions organized due to ideological or political reasons, individual or group, directed against people or objects in order to bring in chaos, to intimidate people and disorganize the public with the use of violence in order to achieve political or social objectives;

31) **Insured** — an individual to whose account the Customer has concluded the insurance contract, or a lessor under a lease agreement or a creditor to the benefit of whom the title to a vehicle was transferred;

32) **excess** — amount specified in the insurance contract, by which ERGO Hestia decreases the compensation;

33) **immobilisation of the vehicle** — a vehicle condition that prevents its use as a result of: battery discharge, loss, damage or lock of keys inside the vehicle (factory equipment) used for the opening and starting the vehicle, the lack of air in a tire, the lack of or incorrect fuel in the vehicle's tank, as well as the freezing of fuel in the vehicle's tank;

34) **anti-theft devices** — mechanical or electronic anti-theft system, which is operational as at the date of conclusion of insurance contract and permanently fitted at the time of manufacture, or device approved in accordance with provisions effective within the territory of Poland, fitted by a service centre holding an authorization (license) of the manufacturer of particular anti-theft system, regarding the assembly or maintenance of this system (hereinafter: "service centre").

And:

- a) if the security devices is not factory-fitted equipment, installation of the device as well as its operation must be confirmed with a written certificate issued by the service centre,
 - b) in the case of continuation of the insurance contract, such a certificate shall not be required as long as it is attached to the application for the conclusion of the previous insurance contract,
 - c) anti-theft devices do not include: mechanical and electromechanical steering locks, automatic gearbox locking systems, as well as the vehicle locks and ignition switch;
- 35) **vandalism** — the deliberate destruction of or damage to insured property by third parties;
- 36) **replacement value** — value corresponding to the cost of purchase or production of a new item of the same or a comparable type of the same or most similar brand;

- 37) **cash values** — gold and silver coins that do not constitute means of payment, non-utility items: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash;
- 38) **market value of the vehicle** — the vehicle's value including VAT, established based on market prices of vehicles of a given brand and type valid within the territory of the Republic of Poland, including the vehicle-specific features;
- 39) **additional equipment of the vehicle** — equipment and components of the vehicle non-installed upon the manufacture: the audio and audio-visual equipment and the telephone and radio-telephone communications equipment (except for mobile phones) together with the speakers and antennas, satellite communications equipment (satellite navigation), taximeters, spoilers and overlays, titles and advertising stickers, dedicated body adhesives and seats for children transportation;
- 40) **basic equipment of the vehicle** — vehicle devices and components installed in the factory or by the dealer during the factory assembly due to provisions regarding the homologation for a given brand, type and model, as well as anti-theft devices, gas supply systems, light alloy wheels, tow bar, air conditioning, halogen and xenon headlights;
- 41) **riots** — violent demonstrations or hostile actions directed against the government aimed at the change of existing legal framework;
- 42) **flooding** — immersion in liquid of the insured vehicle. Aspirating fluid by the working vehicle's engine is not considered flooding;
- 43) **fortuitous event:**
- a) rescue operations — actions taken to prevent loss threatening directly or to mitigate its effects, if these measures were appropriate to the circumstances;
 - b) smoke and soot — suspension of particles in gas being a direct result of combustion, which suddenly escaped from devices placed in the insured location used according to their purpose and technical regulations,
 - c) hail,
 - d) sonic bang,
 - e) hurricane — wind of at least 15 m/sec., causing massive damage,
 - f) avalanche — a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes,
 - g) snow pressure — direct pressure of snow or ice on the insured property and falling down of a neighbouring property as a result of the pressure of snow or ice causing the damage or collapse of property,
 - h) landslide,
 - i) fire,
 - j) overvoltage caused by lightning,
 - k) surface water flow,
 - l) earthquake,
 - m) lightning,
 - n) vehicle collision,
 - o) falling tree,
 - p) falling mast,
 - q) falling aircraft,
 - r) explosion,

- s) flooding — the activity of liquids being a result of:
- 1/ precipitation,
 - 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems,
 - 3/ escape of water from household appliances as a result of their failure,
 - 4/ withdrawal of water or sewage from public sewerage facilities,
 - 5/ accidental and inadvertent taps or other valves in other devices in the system left open, specified in item 2/,
 - 6/ operation of third parties,
 - 7/ escape of water from a broken or cracked aquarium,
 - 8/ automatic restart of the sprinkler or spray systems except for cases resulting from fire, testing, repairs, reconstruction, upgrading of the installation or building,
- In Luggage Insurance, flooding is the liquid damage to insured luggage and cash resulting from the aforementioned causes;
- t) subsidence,
- 44) **event:**
- a) loss, destruction of or damage to — in Comprehensive Insurance, Luggage Insurance, Hestia Car Assistance Insurance;
 - b) accident — in Personal Accident Insurance of the Driver and Passengers,
 - c) destruction of or damage to — in Car Glass Insurance.

COMMON PROVISIONS

GENERAL EXCLUSIONS

§ 3

1. Subject to the provisions of section 2, ERGO Hestia shall not be held liable in the following cases:
 - 1) for losses caused intentionally by the Insured or a person with whom the Insured is running a household,
 - 2) if the Insured caused damage due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances,
 - 3) for events caused by acts of war, martial law, state of emergency, riots, strikes, lockouts or acts of terrorism and sabotage, as well as confiscation, nationalization, requisition or detention of property by the authorities and resulting from the nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields,
 - 4) for loss caused by landslides, subsidence, earthquakes, falling trees or masts, resulting from human activities,
 - 5) for loss, when the driver:
 - a) at the time of the event is under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or drugs with a similar effect and is authorised to use the vehicle or
 - b) leaves the scene of an accident and is authorised to use the vehicle, or
 - c) at the time of the event does not have licence to drive a vehicle required under Polish law, and is authorised to use the vehicle; unless it has no influence on the occurrence of loss.
2. The exclusion mentioned in section 1 item 2) does not apply to the Personal Accident Insurance of the Driver and Passengers.
3. Insurance coverage does not comprise damage to property, which became the possession of the Insured or their relatives as a result of crime.

§ 4

ERGO Hestia shall not be liable for injury, loss or damage:

- 1) being consequences of using the vehicle not in accordance with its intended purpose determined in the registration certificate,
- 2) occurring as a result of loading and unloading things or luggage and caused by loaded and carried things and luggage (does not apply to losses caused by the impact of sports equipment carried on racks on objects from outside the vehicle),
- 3) being consequences of using the vehicle by the Insured or another named driver as a crime tool, unless it has no influence on occurrence of loss,
- 4) caused by drivers of prototype vehicles, understood as experimental models developed by the vehicle manufacturer for new series of vehicles,
- 5) occurring during test drives, rallies or races, trainings, competitions or use of the vehicle as a prop or showpiece,
- 6) resulting from the use of the vehicle for transportation of fuels, toxic chemicals or gases,
- 7) occurring during the use of the vehicle for driving lessons,
- 8) occurring during the vehicle's rental or in vehicles made available as courtesy cars in a manner other than rental,
- 9) occurring during the use of the vehicle as a prop or an exhibit.

METHOD FOR DETERMINING AND PAYING THE INSURANCE PREMIUM

§ 5

1. The amount of the premium shall be determined on the basis of ERGO Hestia's tariff in force on the date of conclusion of the insurance contract.
2. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract.
3. If the Customer receives a discount based on incorrect data, ERGO Hestia has the right to request the reimbursement of discount amount together with interest.

§ 6

1. Subject to the provisions of § 5, Comprehensive Insurance premium amount is the product of the sum insured and the rate specified in the tariff in force as at the date of conclusion of the insurance contract.
2. Premiums payable for insurance of motor vehicles are calculated with multiplicative method, by applying discounts and increases enjoyed by the Insured to the basic premiums.
3. In determining the amount of premiums, the following are taken into account:
 - 1) risk assessment regarding the considered insurance coverage,
 - 2) insurance period and option,
 - 3) brand, model and year of manufacture of the vehicle,
 - 4) region of the place of residence or registered office of the Insured,
 - 5) age of the Insured,
 - 6) period of holding driving license of a given category by the Insured,
 - 7) no-claim continuation of ERGO Hestia Comprehensive Insurance by the Insured,
 - 8) claim-free/claim record in insurance history,
 - 9) minimum premium,

10) premium payment method (i.e. whether it is a single or recurring premium),

4. Insurance premium takes into account the decrease in the market value of vehicle throughout the duration of the insurance contract.

§ 7

1. Subject to the provisions of § 5 above, premium in the case of the Personal Accident Insurance of the Driver and Passengers is the product of premium per person resulting from the tariff in force on the date of conclusion of the insurance contract and the number of seats in the vehicle specified in the registration certificate.

2. In determining the amount of premiums, the following are taken into account:

- 1) insurance option,
- 2) premium payment method (i.e. whether it is a single or recurring premium),

§ 8

Claim-free continuation of insurance means concluding another insurance contract for the same vehicle if:

- 1) no claims occurred during the expired insurance contract, for which ERGO Hestia paid or is liable to pay compensation,
- 2) the period between the last day of the insurance period under the previous insurance contract and the first day of the insurance period under the new insurance contract is no longer than 30 days.

§ 9

1. Subject to the provisions of § 5, premiums for Hestia Car Assistance Insurance and Car Glass Insurance are determined on the basis of the tariff in force at the date of conclusion of the insurance contract.

2. In the case of Hestia Car Assistance Insurance, the amount of premium depends on the insurance option too.

CONCLUDING THE INSURANCE CONTRACT ON SOMEONE ELSE'S ACCOUNT

§ 10

1. The Customer may enter into a insurance contract on someone else's account (on the account of the Insured).
2. ERGO Hestia may request a premium only from the Customer, but it may raise the allegation affecting its liability also against the Insured.
3. The Insured has the right to request a due payment directly from ERGO Hestia, unless the Parties agreed otherwise. Such an arrangement cannot be made, if the event has already occurred.
4. The Insured may request ERGO Hestia to provide them with information about the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance insofar as it refers to their rights and obligations.
5. If the insurance contract is concluded on someone else's account, the Customer undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

INSURANCE PERIOD AND INDEMNITY PERIOD

§ 11

1. Liability of ERGO Hestia starts on the date and time specified in the insurance contract as the commencement of insurance period, provided that the premium or its first instalment is paid in before the date specified in the contract.
2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid in on time, ERGO Hestia terminates the insurance contract with immediate effect and demands payment of premium for the period in which the insurance coverage was provided. In the absence of termination, the insurance contract shall be surrendered at the end of the period for which the premium was not paid.
3. Liability of ERGO Hestia is limited to the end of insurance period, unless the insurance contract is terminated earlier.
4. Comprehensive Insurance contract may be concluded for a period of one year, as well as for less than one year (short-term contract).

§ 12

Hestia Car Assistance Insurance contract is concluded for the same period of insurance as the one specified in the third-party liability insurance contract regarding motor vehicles owners or comprehensive insurance.

§ 13

1. Payment of the amount lower than the one specified in the insurance contract shall not be considered as payment of the premium or subsequent premium instalment.
2. If premiums are paid in instalments, failure to pay subsequent instalment within the specified deadline leads to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a notice for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the notice shall result in cessation of liability.
3. If payment is made via bank transfer or postal order, the payment date is the date when the payment was ordered in the bank or at the post office, provided that, when paying with a bank transfer, there were enough funds on the Customer's account; otherwise the payment date is the date when specified transfer amount is credited to ERGO Hestia bank account.

OBLIGATIONS OF THE CUSTOMER

§ 14

1. Throughout the duration of insurance contract, the Customer has to immediately notify ERGO Hestia of any changes in circumstances, which may affect the probability of event, for which ERGO Hestia asked in the insurance application or in other communication prior to conclusion of the insurance contract.
2. ERGO Hestia shall not be held liable for consequences of circumstances which have not been communicated to it in violation of section 1. Should the violation of section 1 occur as a result of willful misconduct, in the case of doubt it shall be assumed that an event stipulated in the insurance contract and its consequences result from the circumstances referred to in the previous sentence.

OBLIGATIONS OF ERGO HESTIA AND THE INSURED IN THE CASE OF AN EVENT

§ 15

1. The Insured is obliged to notify ERGO Hestia about the event immediately after it occurred or upon learning about it.
2. Notification may be made:
 - 1) through an online form available at: www.ergohestia.pl or
 - 2) by calling on: 801 107 107 or 58 555 5 555.
3. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the compensation or benefit by relevant amount, only if the breach contributed to extending the scope of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 16

1. The obligations of the Insured comprise:
 - 1) providing ERGO Hestia with documentation necessary to investigate claim listed by ERGO Hestia in the notification sent to the applicant or notifying ERGO Hestia immediately about inability to provide such documentation.
 - 2) determining, if possible, the data of other participants and witnesses of the event, as well as whether the offender is insured and in which insurance company, what is their third-party liability insurance contract number, and the production of written protocol regarding the loss,
 - 3) informing the local Police immediately about every event which could occur as a result of a crime or offence (including vandalism) and making a request for a pursuit of persons responsible for the loss, if possible,
 - 4) fill out all documents required by ERGO Hestia, necessary for the correct claim adjustment, including the claim report form, which should describe the course of events and circumstances regarding the loss,
 - 5) adherence to ERGO Hestia recommendations and providing information and authorizations to the extent necessary for the proper claim adjustment.
2. ERGO Hestia verifies documents submitted by the Insured and consults experts.

§ 17

In addition to the obligations set out in §§ 15–16, responsibilities of the Insured under the Comprehensive Insurance include:

- 1) avoidance of introducing alterations in the vehicle or attempting to repair the vehicle without the consent of ERGO Hestia representative — this does not apply to situations in which the representative of ERGO Hestia resigns from performing an inspection or fails to carry it out within 7 days from the notification of loss for reasons attributable to ERGO Hestia,
- 2) in the case of theft of the vehicle — the submission to ERGO Hestia of documents, if issued, confirming the vehicle's origin and enabling its identification (brief, customs document, sales contract, invoice, log book, vehicle registration certificate, temporary approval), unless the vehicle's loss results from robbery.

§ 18

1. In the case of a damage suffered outside Poland, the Insured cannot make any alterations to the vehicle or attempt to repair it without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe journey, the cost of which does not exceed EUR 1,500 (gross). Reimbursement of costs of such repair takes place in Poland on the basis of original receipts translated into PLN in accordance with A table or B table of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs, subject to section 2.

2. In the case of a loss suffered outside Poland, if the cost of repairs necessary to safely continue the journey is higher than EUR 1500 (gross), a prior cost arrangement with ERGO Hestia is necessary, otherwise the reimbursement will be made only up to the costs of similar repair to be performed within the territory of Poland. Reimbursement of costs of such repair takes place on the basis of original receipts translated into PLN in accordance with A table or B table of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs.

3. Under Options II and III Cost Estimate of the Comprehensive Insurance, receipts are the basis for determining the scope of repairs, and the amount of reimbursement of costs for repair performed outside Poland is determined in accordance with the principles of estimated loss method described in § 12 of the General Terms and Conditions of the Comprehensive Insurance.

4. If the vehicle's repair carried out abroad without the consent of ERGO Hestia is not necessary to continue safe journey, and its costs are higher than the costs of such repairs within the territory of Poland, a claim for compensation above the amount of repairs within the territory of Poland shall not be acknowledged by ERGO Hestia.

§ 19

In addition to the obligations set out in §§ 15–16, under the Personal Accident Insurance of the Driver and Passengers, the Insured is obliged to:

- 1) undergo treatment and follow recommendations to mitigate the effects of an accident,
- 2) undergo examination carried out by physicians or undergo possible clinical monitoring;
- 3) release physicians, public and private health care establishments and Social Insurance Institution (ZUS), to the extent necessary to investigate the claim, from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.

§ 20

If the Insured, due to willful misconduct or gross negligence, fails to meet obligations specified in §§ 16–19, ERGO Hestia will refuse to pay full or partial compensation for the resulting loss, provided that such failure had an influence on the occurrence or extent of loss, determination of causes of event, its circumstances and the amount of compensation, and it is connected to the resulting loss.

THE PAYMENT OF COMPENSATION OR BENEFITS

§ 21

1. Compensation is paid to the vehicles' owners or a person entitled by them.
2. For damage to a vehicle constituting a part of inheritance, compensation is paid to the heirs upon the presentation of a final, legally valid court decision on the acquisition of the inheritance.
3. The payment of compensation for loss of the vehicle depends on its deregistration and transfer of its ownership to ERGO Hestia.
4. In the case of recovery the vehicle or its parts, ERGO Hestia, at the request of its owner, may transfer the right of its ownership on their behalf, subject to full or partial reimbursement of compensation paid.

§ 22

1. ERGO Hestia pays the compensation or benefit within 30 days from the date of receiving notification about the event.
2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia pays the indisputable part of compensation or benefit within 30 days.
3. Compensation paid by ERGO Hestia may not be higher than the incurred loss, except for situation described in § 6 section 2 of the General Terms and Conditions of the Comprehensive Insurance and in the clause concerning the Fixed Sum Insured.

TERMINATION OF THE INSURANCE CONTRACT

§ 23

1. If the insurance contract is concluded for a period exceeding 6 months, the Customer shall have the right to withdraw from the insurance contract within 30 days, and if the Customer is an entrepreneur — within 7 days from the date of conclusion of the insurance contract. If ERGO Hestia does not provide the Customer, who is a consumer, with an information about his right to withdrawal at the latest as at the date of conclusion of the contract, the 30-day period shall commence on the date when the Customer, who is a consumer, learns about such right.
2. A consumer who concluded a distance insurance contract may withdraw from the contract within 30 days from date of notification about the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39 section 1 of Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed, if the declaration is sent before the lapse thereof.
3. Such withdrawal does not release the Customer from the payment of premium for the period they were on insurance coverage provided by ERGO Hestia.
4. The Customer may file the withdrawal in a manner determined in § 27.
5. Upon the transfer of the ownership title to vehicle:
 - 1) from the lessor to the lessee;

2) from the bank to the borrower;
rights and obligations under the insurance contract are transferred to the buyer of the vehicle.

Upon the transfer of ownership title to the vehicle, the Customer may terminate the insurance contract.

6. The insurance relationship is terminated upon the deregistration of the vehicle.

§ 24

1. If the insurance contract is terminated as a result of withdrawal, the transfer of title to a vehicle or deregistration of a vehicle, the Customer is entitled to a reimbursement of the premium for the unused insurance period.

2. Unused insurance period is calculated from the date following the insurance contract termination.

INSURANCE SUBROGATION

§ 25

1. The Insured is obliged to secure the possibility to assert claims for damages against persons responsible for the loss.

2. If the Insured waives all or part of its rights against the person who caused the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay compensation in whole or in part subject to the waiver, and if the compensation was already paid, it may seek reimbursement of amount corresponding to the whole or part respectively to the part the Insured has waived those rights.

FINAL PROVISIONS

§ 26

1. The Customer, the Insured or the entitled person under the insurance contract, who is an individual, may raise objections as to the services provided by ERGO Hestia (a complaint):

1) through an online form available at: www.ergohestia.pl;

2) by calling: 801 107 107 or 58 555 5 555;

3) in writing — at the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;

4) orally or in writing — during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.

2. Complaints shall be processed by an organisational unit established for this purpose by ERGO Hestia Management Board.

3. A reply to a complaint shall be sent within 30 days from receiving the complaint in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.

4. In particularly complex cases which prevent the investigation of a complaint and reply within the time limit determined above, the reply will be sent within 60 days from the date of its receipt.

5. Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Ombudsman through the online form available at: www.ergohestia.pl.

6. A person entitled under the insurance contract, which is an individual, may refer the matter to be examined by the Financial Ombudsman.

§ 27

1. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.

2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office.

3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also by e-mail, text messages, fax or telephone to the addresses and telephone numbers specified in the insurance contract. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer and together, along with the information about their address and telephone number.

§ 28

1. Insurance contracts are concluded under the provisions of Polish law.

2. Disputes arising from the insurance contract are heard under the Polish law and claims may be sought before courts competent with respect to their general competence, or courts competent for place of residence or registered office of the Customer, the Insured or the person entitled under the insurance contract. A legal action may also be brought either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to beneficiary under the insurance contract.

3. The parties may decide to refer disputes to arbitration court.

§ 29

Common Provisions shall enter into force as of 24 January 2016 and apply to the insurance contracts concluded as of this date.

President of the
Management Board



Piotr Maria Śliwicki

Member of the
Management Board



Adam Roman

II. General Terms and Conditions of Comprehensive Insurance with respect to Vehicles belonging to Individual Customers

CODE: C-E7-AC-01/15

Insurance contract is concluded based on the General Terms and Conditions of Comprehensive Insurance with respect to Vehicles owned by Individual Customers as well as Common Provisions and Definitions of the General Terms and Conditions of Motor Insurance ERGO 7 (hereinafter referred to as the Common Provisions).

The following table contains information on the provisions of the concluded General Terms and Conditions of Comprehensive Insurance for vehicles of individual customers, which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Comprehensive Insurance	§ 1 sections 2–4, § 2, § 3, clause 03 coverage against the loss of no-claim discount § 3	§ 1 section 5, § 4, § 5, § 6, § 7, § 8, § 10 section 1, § 11 section 2, § 16 section 1, clause 01 additional equipment § 1



SUBJECT AND SCOPE OF INSURANCE COVER

§ 1

1. Insurance options are selected by the Customer.
2. Depending on the selection, the insurance covers the loss, destruction of or damage to the insurance subject resulting from events provided for in the table below:

Insurance option	Option I (total loss of the vehicle)	Option II (minor damage to the vehicle)	Option III (full Comprehensive Insurance)		
			Cost estimate Partnership	network	ASC
Subject of insurance	Vehicle with basic equipment	Parts of the vehicle referred to in section 4	Vehicle with basic equipment		
			Additional equipment — payment of additional premium		
Total loss within the scope of insurance	yes	no	yes		
Partial loss within the scope of insurance	no	yes	yes		
Causes of events	1) collision of vehicles, 2) sudden contact of the car with persons, animals or things outside the vehicle, 3) vandalism, 4) the contact of sports equipment transported on the racks with objects outside the vehicle, 5) fire, explosion, flooding, or sudden action of other forces of nature, 6) sudden influence of thermal or chemical agent outside the vehicle.				
	a theft of the vehicle	—	a theft of the vehicle, its parts, components and additional basic equipment		
Territorial limits	Europe, Algeria, Morocco, Tunisia, Israel and Iran, subject to section 5				
Additional benefits within the scope of the insurance					
Covering the costs of security system replacement	no	no	yes		
Covering the costs of parking the vehicle after the loss	yes	yes	yes		

3. Provisions of the table contained in section 2 regarding Option III (full Comprehensive Insurance) — Partnership Network and ASC shall also apply to vehicles repaired outside of the Partnership Network or ASC.

4. Under Option II, only the exterior vehicle components such as mirrors, headlights, bumpers, wheels, fenders, doors (without the trunk lid), fog lamps, tail lamps and grilles are covered by insurance.

5. Within the territory of Belarus, Moldova, Russia and Ukraine, in relation to losses caused by fire, explosion, flooding, vandalism, sudden forces of nature, the contact of sports equipment carried on

racks with objects outside the vehicle, sudden influence of thermal or chemical agent the outside of the vehicle or theft, an excess shall be introduced amounting to PLN 1000.

§ 2

1. In the case of loss of or damage to the vehicle's security system due to reasons specified in the table in § 1, the coverage of costs of its replacement includes the costs of making the copies of keys or devices used for opening and starting the vehicle, replacement or recoding the locks or security devices.

2. The insurance also covers costs related to the loss of other items, which allow the copying of keys (such as fuel filler caps locked with the same key).
3. At the same, the insurance of ERGO Hestia covers costs of key replacement or replacement of other devices used for the opening or running the vehicle subject to the insurance, lost or destroyed as a result of causes other than those indicated in the table in § 1.

VEHICLE PROTECTION

§ 3

1. ERGO Hestia shall be liable for theft of the vehicle or its parts, provided that the vehicle is equipped with the following:
 - 1) one anti-theft device — for vehicles with the market value of up to PLN 100,000,
 - 2) two independent anti-theft devices — for vehicles with the market value of over PLN 100,000.
2. ERGO Hestia shall be liable for theft of quads, motorcycles or motor bicycles, provided that such vehicles are equipped with at least one anti-theft device.

EXCLUSIONS OF LIABILITY

§ 4

1. Subject to exemptions set out in §§ 3–4 of the Common Provisions, ERGO Hestia shall not be liable for losses caused:
 - 1) by fuel,
 - 2) in the course of driving, in vehicles:
 - a) not registered in Poland, if there is a legal requirement of registering the vehicle, if it had an influence on the occurrence or extent of the loss,
 - b) without valid technical inspection, required by the provisions of Polish law, if the technical condition of the vehicle had an influence on the occurrence or extent of the loss,
 - 3) as a result of theft of the vehicle or its parts, if:
 - a) at the time of theft the vehicle was not secured in the manner required by its construction, or all the anti-theft devices fitted in the vehicle, required by § 3 were not activated, if it had an influence on committing theft, unless the vehicle was lost due to robbery,
 - b) keys or devices used to open and start the vehicle or vehicle documents were not protected against unauthorized access, unless failure to meet these obligations was not connected with theft or the vehicle was lost due to robbery;
 - c) the documents, based on which an SVA was obtained, and all keys and devices used for opening and starting the vehicle, in the number not lower than that specified upon conclusion of the insurance contract, along with the set of anti-theft device activators, unless failure to meet these obligations was not connected with theft or the vehicle was lost due to robbery,
 - 4) as a result of the vehicle's appropriation by a third party.
 - 5) in a vehicle illegally brought to the territory of Poland,
 - 6) during the use of the vehicle in connection with mandatory performances to the army or the police, as well as during protests and roadblocks,
 - 7) due to self-rolling of the vehicle.

§ 5

Insurance coverage does not cover damage to vehicles acquired by theft or other crime, as well as damage to vehicles not acquired by the Insured before the date of the damage, unless the owner has consented to the payment of compensation to the Insured. If the owner has not given such a consent, the premium paid shall be reimbursed.

SUM INSURED

§ 6

1. The sum insured corresponds to the market value of the vehicle as at the date of conclusion of the insurance contract. The market value of the vehicle is determined based on Eurotax, subject to sections 2–5.
2. The sum insured regarding newly manufactured vehicle, purchased from an authorized dealer professionally involved in the selling of a particular brand's vehicles, may also be declared in an amount equal to the gross amount specified on the sales invoice, no later than within one month from the date of the invoice. Sum insured determined this way is accepted for a period no longer than 12 months from the date of commencement of the insurance coverage, provided that until the date on which the loss was reported, the vehicle had not been damaged.
3. If it is impossible to determine the market value of the vehicle based on Eurotax, the Customer, in the agreement with ERGO Hestia, may use another reliable, expert sources.
4. The Customer, in agreement with ERGO Hestia, may determine the market value of the vehicle based on Info-Ekspert or have the vehicle valued by an authorised appraiser (at the Customer's expense).
5. At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured is equal to the market value of the vehicle excluding VAT (net).
6. Under Option II, the sum insured corresponds to 70% of the market value of the vehicle as at the date of conclusion of the insurance contract.
7. Under Option I, the sum insured may not be less than PLN 8000 gross.
8. The sum insured is each time reduced by the amount of paid compensation (the consumption of the sum insured). If the sum insured is exhausted, the insurance contract is terminated as at the date of exhausting the sum insured.
9. In a situation described in section 8, upon the performed repair of the vehicle, the Customer may adjust the sum insured up to the market value of the undamaged vehicle, by completing new insurance application, presenting the vehicle for inspection by ERGO Hestia, and paying an additional premium.
10. If the value of vehicle increases throughout the insurance period, the Customer may report it to ERGO Hestia, and upon its consent, increase the sum insured by paying an additional premium.

DETERMINING THE AMOUNT OF COMPENSATION
— GENERAL PROVISIONS

§ 7

1. The sum insured constitutes the liability cap of ERGO Hestia with respect to all events occurring in the insurance period.
2. The amount of compensation is the amount corresponding to the extent of loss.
3. If the Customer declares in the insurance contract the net sum insured, the extent of loss and the amount of compensation (including the salvage value) shall be determined exclusive of VAT.

§ 8

Car park costs incurred by the Insured with regard to an insured vehicle after damage are reimbursed for the period from the date of damage to the date of examination by ERGO Hestia, up to an amount no higher than PLN 300 (gross).

TOTAL LOSS

§ 9

1. In the case of total loss of the vehicle, ERGO Hestia determines the extent of loss and the amount of compensation as the amount equal to the market value of the vehicle (but not higher than the sum insured determined in the insurance contract) as at the date of loss less the residual value, referred to in § 10.

2. Market value of the vehicle as at the date of loss is determined based on the same source of valuation as the one applied in determining the sum insured on the date of conclusion of the insurance contract, in accordance with § 6.

§ 10

1. The amount of compensation in the case of a total loss is reduced by the residual amount, i.e. undamaged or slightly damaged and showing the use value and financial value of the vehicle or vehicle units, as well as the entire damaged vehicle, which may be allotted to further use or sales.
2. The residual value shall be determined on the basis of current gross prices (quoted market prices) in wforce in Poland, taking into account the extent of its wear and tear, subject to § 7 section 3.

PARTIAL LOSS

§ 11

1. In relation to partial damage, the damage may be settled in accordance with:
 - 1) cost estimate method — based on the valuation made by ERGO Hestia,
 - 2) service method — based on vehicle repair invoices documenting the vehicle's repair by a service centre.
2. Depending on the type of insurance, the damage will be settled as follows:

Insurance option	Option II (minor damage to the vehicle)	Option III (full Comprehensive Insurance)		
		Cost estimate	Partnership network	ASC
Method for the settlement of partial damage	Cost estimate method		Service method with the possibility of change to the cost estimation method	Service method with the possibility of change to the cost estimation method or to Partner Network Option
Repair location	Not applicable	Not applicable	Partner Network or any other garage selected by the Insured	Authorized Service Centre or any other garage selected by the Insured
The minimum amount of loss	PLN 300	PLN 500	PLN 500	PLN 500
Type of parts, prices of which are used in the valuation of loss	Alternative parts	Alternative parts	Alternative parts	Original parts

3. Provisions of the table contained in section 2 regarding Option III (full Comprehensive Insurance) — Partnership Network and ASC, shall also apply to vehicles repaired outside of the Partnership Network or ASC.
4. In the case of partial damage, ERGO Hestia determines the amount of compensation in the amount corresponding to the cost of repair, assuming the prices of services and spare parts in force in Poland on the date of compensation arrangements, subject to §§ 13–17.
5. The scope of partial damage covers repair costs compliant with the extent of damage described in the loss protocol (technical assessment), prepared by ERGO Hestia (or at its request).
6. In the case of partial damage, such as theft of parts of the vehicle, including damage or destruction directly connected with theft, determining the extent of partial damage is made in accordance with the option for determining the extent of partial loss selected in the insurance contract.
7. In the case of damage consisting in dents in the body, if the scope and nature of damage allow to remove them through pushing or pulling dents out, or applying both methods of repair, the claim settlement is based on the costs of such repair.

COST ESTIMATE METHOD

§ 12

1. The extent of partial damage and the amount of compensation are determined based on the valuation by ERGO Hestia in accordance with the following measures:
 - 1) repair duration standards determined by the vehicle manufacturer,
 - 2) working hours rates amounting to PLN 65 (gross) for sheet metal, mechanical and paint works,
 - 3) the list of parts (units), contained in the technical assessment, qualified for replacement in accordance with the average gross prices of alternative parts and materials.
2. If alternative parts are not available on the Polish market, the settlement shall be based on gross prices of the original parts less the wear and tear, subject to the provisions of section 3:

Service life of the vehicle	Wear and tear expressed as a percentage of the value of parts qualified 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 or more	65%

3. In the case of prior replacement of parts, documented with receipts, the amount of wear and tear is determined individually, taking into account the service life of these parts.
4. If gross prices of alternative parts are higher than prices determined in accordance with the table in section 2 (original parts taking into consideration their wear and tear), lower prices are taken into consideration while determining the amount of loss.

SERVICE METHOD

§ 13

In the case of partial damage, the amount of compensation, regardless of the garage to perform the repair selected by the Insured, is determined based on invoices for the vehicle's repair, in accordance with costs and repair method previously agreed with ERGO Hestia, subject to:

- 1) under Option III full Comprehensive Insurance — ASC:
 - a) repair duration standards determined by the vehicle manufacturer,
 - b) the arithmetic mean of hourly rate determined based on the price of services used by garages similar to the garage performing the repair, which operate in the district where the repair took place,
 - c) prices of parts and materials determined by the vehicle manufacturer,
- 2) under Option III full Comprehensive Insurance — Partnership Network:
 - a) repair duration standards in accordance with standards of vehicle manufacturer,
 - b) the arithmetic mean of hourly rate determined based on the price of services used by garages similar to garage performing the repair, operating in the district where the repair took place, but not higher than PLN 110 (gross) for an hourly rate for of sheet metal, paint or mechanical work,
 - c) prices of materials in accordance with the prices of manufacturer and prices of alternative parts, and in the absence of alternative parts, the settlement shall be based on the prices of original parts.

§ 14

1. Even if the Customer selects a service method under the insurance contract, ERGO Hestia shall determine the extent of loss based on the cost estimate method at the Customer's request.
2. If the total costs of repairing the vehicle exceed the value set using the cost estimation method, the Customer is required to submit a set of invoices regarding the working hours, spare parts and materials (including paint), if these costs shall be taken into account in determining the extent of loss.
3. In the case of documenting with invoices of the vehicle's repair made without prior consent of ERGO Hestia, the repair costs shall be verified against the arithmetic mean of prices of repair services used in the district of the place of residence or registered office of the Insured or registered office of the Customer if the vehicle is leased or constitutes a loan security, no more than PLN 110 gross for 1 working hour regarding the sheet metal, paint and mechanical works. On the other hand, prices of alternative parts and materials (including paint) are verified at maximum up to the gross amounts determined by the car manufacturer, reduced by the amount of wear and tear, as referred to in § 12 section 2.

§ 15

1. ERGO Hestia has the right to examine, prior to determining the amount of compensation, whether a repair is in compliance with the extent and qualification given in the loss protocol and submitted receipts or invoices for the repair.

2. In the case of discrepancies, ERGO Hestia determines the amount of compensation based on the actual scope and repair method, no higher than that specified in the loss protocol executed prior to the repair.

§ 16

1. If components qualified for replacement have been damaged or repaired earlier, ERGO Hestia shall reduce the amount of compensation in relation to the extent of the previous damage, regardless of the wear and tear.

2. While replacing tires, battery and exhaust system components, as well as friction components of breaking system, determining the amount of compensation shall be based on the price of new components, less the degree of consumption determined in the loss protocol.

FINAL PROVISIONS

§ 17

Method of the calculation and payment of premiums, period of insurance and the indemnity period of ERGO Hestia, as well as rights and obligations of the parties and the method of payment of compensation are determined in the Common Provisions.

§ 18

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and shall apply to the insurance contracts concluded as of that date.

**President of the
Management Board**



Piotr Maria Śliwicki

**Member of the
Management Board**



Adam Roman



CLAUSES

01 ADDITIONAL EQUIPMENT

§ 1

At the Customer's request, upon the payment of an additional premium, the Comprehensive Insurance may be extended by the additional equipment insurance.

§ 2

1. The sum insured for the additional equipment is PLN 2000 (gross).
2. The sum insured for the additional equipment is each time reduced by the amount of paid compensation (consumption of the sum insured).

§ 3

The extent of loss in the additional equipment is determined based on gross prices of items of the same or similar type, less the degree of wear and tear until the date of loss determined in accordance with § 12 section 2 of the General Terms and Conditions of Insurance of Comprehensive Insurance, or in accordance with costs of repair if they are documented with a bill from the contractor.

02 FIXED SUM INSURED

§ 1

1. At the Customer's request and upon the payment of an additional premium, the Comprehensive Insurance may be extended in such a way that the market value of the vehicle during the insurance period is the sum insured specified in the insurance contract.
2. If the calculation of the sum insured is inconsistent with the provisions of § 6 section 1 and sections 3–4 of General Terms and Conditions of Comprehensive Insurance, the market value of the vehicle during the insurance period is the market value of the vehicle as at the date of concluding the insurance contract, but no more than the sum insured determined in the insurance contract.
3. The provisions of § 6 section 8 of the General Terms and Conditions of the Comprehensive Insurance do not apply.

03 COVER AGAINST THE LOSS OF DISCOUNT

§ 1

At the Customer's request and upon the payment of an additional premium, the Comprehensive Insurance may be extended by a cover against the loss of no-claim discount at ERGO Hestia, as well as in insurance history.

§ 2

This coverage is against the loss of no-claim discount in ERGO Hestia and no-claim record of insurance coverage of the vehicle owned by the Insured, who as at the date of providing insurance coverage has at least 20% discount under Comprehensive Insurance and attained the age of 26, and if over the last 12 months did not make any claims under Comprehensive Insurance, and in the case of a break in Comprehensive Insurance — over 12 months of the last Comprehensive Insurance contract.

§ 3

Conditions of Cover against the Loss of No-claim Discount:

- 1) if, in the course of Comprehensive Insurance period, one claim resulting in the payment of compensation has been made, the insured vehicle retains the no-claim discount in ERGO Hestia and no-claim insurance record at the heretofore level,
- 2) if, in the course of Comprehensive Insurance period, more than one claim resulting in the payment of compensation has been made, the insurance record for the insured vehicle is determined taking into consideration all claims except one. At the same time, the Insured loses the no-claims discount for insurance continuation in ERGO Hestia.

§ 4

If the Insured is a lessor under a lease agreement or a creditor to which the vehicle has been transferred, the provisions of §§ 2–3 refer to the vehicle user, who is a Customer at the same time.

III. General Terms and Conditions of Cover against the Loss of Third-Party Liability Insurance No-Claim Discount

CODE: C-E7-OUZOC-01/15

Insurance contract is concluded under the provisions of the General Terms and Conditions of Insurance against the Loss of Third-Party Liability Insurance No-Claim Discount.

The following table contains information on provisions of the concluded General Terms and Conditions of Insurance of Cover against the Loss of Discount, which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Coverage against the Loss of Third-Party Liability Insurance No-Claim Discount	§ 3	



§ 1

At the Customer's request and upon the payment of a premium, ERGO Hestia shall provide its cover against the loss of no-claim discount under third-party liability insurance in ERGO Hestia and its history.

§ 2

The cover may be provided against the loss of no-claim discount in ERGO Hestia and no-claim insurance coverage record of the vehicle owned by the Insured who as at the date of providing insurance coverage has at least 20% discount under third-party insurance for owners of motor vehicles and attained the age of 26, and if over the last 12 months none claims under third-party insurance for motor vehicle owners have been made, and in the case of a break in third-party liability insurance for the motor vehicle owners — over the 12 months of the last third-party liability insurance contract for motor vehicle owners.

§ 3

Conditions of Cover against the Loss of No-Claim Discount:

- 1) if, throughout the period of third-party liability insurance, one claim resulting in the payment of compensation has been made, the insured vehicle retains the no-claim discount in ERGO Hestia and no claim insurance history at the heretofore level,
 - 2) if, throughout the period of third-party liability insurance, more than one claim resulting in the payment of compensation has been made, the insurance history for the insured vehicle is determined taking into consideration the number of claims less one claim.
- At the same time, the Insured loses the no-claims discount for insurance continuation in ERGO Hestia.

§ 4

If the Insured is a lessor under a lease agreement or a creditor to which the vehicle has been transferred, the provisions of §§ 2–3 refer to the vehicle user, who is a Customer at the same time.

§ 5

The method of determining and paying premiums, rights and obligations of the Parties are determined in Common Provisions. If the subject of insurance is transferred or deregistered, the Customer is entitled to a reimbursement of the premium for the unused insurance period.

§ 6

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and shall apply to the insurance contracts concluded as of that date.

**President of the
Management Board**

Piotr Maria Śliwicki

**Member of the
Management Board**

Adam Roman

IV. General Terms and Conditions of Cover against the Costs of Immediate Hestia Car Assistance

CODE: C-E7-HCA-01/15

Insurance contract is concluded based on the General Terms and Conditions of Costs of Providing Immediate Hestia Car Assistance, as well as Common Provisions of the General Terms and Conditions of Motor Insurance ERGO 7 (hereinafter referred to as the Common Provisions).

The following table contains information on provisions of the concluded General Terms and Conditions of Insurance of immediate assistance Hestia Car Assistance which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Hestia Car Assistance	§ 2	§ 2, § 3, § 4 section 2, § 5



SUBJECT, SCOPE AND SUM INSURED

§ 1

The insurance covers costs of the provision of immediate Hestia Car assistance through the Emergency Centre.

§ 2

1. Sum insured and limits for each type of service are determined in the table below:

Option	Mini	Standard	Premium	Prestige
Causes of loss covered by insurance	collision of vehicles	1) accidents: a) collision of vehicles, b) sudden contact of the car with persons, animals or things outside the vehicle, c) vandalism, d) the contact of sports equipment transported on the racks with objects outside the vehicle, e) fire, explosion, flooding, or sudden action of forces of nature, f) sudden influence of thermal or chemical agent outside the vehicle, 2) breakdown, 3) immobilization of the vehicle, 4) vehicle theft.		
Sum insured	PLN 5000	PLN 15,000	PLN 15,000	PLN 15,000
Territorial limits	Poland	geographical boundaries of Europe, Algeria, Morocco, Tunisia, Israel and Iran	geographical boundaries of Europe, Algeria, Morocco, Tunisia, Israel and Iran	geographical boundaries of Europe, Algeria, Morocco, Tunisia, Israel and Iran
Towing	up to 150 km	up to 150 km, but in case of breakdown or immobilization of the vehicle not more than twice throughout the insurance period	up to 250 km, but in case of breakdown or immobilization of the vehicle not more than twice throughout the insurance period	within the territory of Poland without the limit of kilometres, and abroad up to 1000 km (these limits cannot be combined).
Fuel delivery	no	yes	yes	yes
Repairs on site	no	yes, but no more than 2 times throughout the insurance period	yes	yes
Trailer transport	no	up to 150 km	up to 250 km	within the territory of Poland without the limit of kilometres, and abroad up to 1000 km (these limits can be combined).
Courtesy car				
Segment of the courtesy car	not applicable	B	B	C — for insured vehicles of A–D segments D — for insured vehicles of segments above D

Option	Mini	Standard	Premium	Prestige
• after an accident	no	no	up to 5 days	up to 10 days
• after a theft of the vehicle	no	up to 2 days	up to 5 days	up to 15 days
• after a breakdown or immobilization of the vehicle	no	no	no	up to 5 days (no more than 2 times throughout the insurance period)
Substitute driver	no	no	yes	yes
Accommodation	no	no	up to 2 days	up to 3 days
Onward travel	no	yes	yes	yes
Guarded car park	no	no	no	yes (limit up to PLN 300)
Receipt and delivery of repaired vehicle	no	no	no	yes
Scrapping	no	no	no	yes
Psychological care	no	no	no	up to 5 visits
Helpline	yes	yes	yes	yes

2. Assistance services specified in the table comprise the conduct of the following activities:

1) **towing the vehicle** — the organization and coverage of costs of loading the vehicle on the assistance vehicle, transportation from the scene at a distance provided for in the selected option to the location designated by the Insured. The costs of towing exceeding the limit determined in the insurance contract are covered by the Insured; one towing service is provided for the event,

2) **repairs on site:**

a) under Standard Option— repair of the vehicle, unless the limit for towing services is used, at the site of vehicle's breakdown or immobilization, by an expert appointed by ERGO Hestia.

If the vehicle's repair is not possible at the site of its breakdown or immobilization, ERGO Hestia arranges for towing;

b) under Premium and Prestige Options — repair of the vehicle, at the site of vehicle's breakdown or immobilization, by an expert appointed by ERGO Hestia. If the vehicle's repair is not possible at the site of its breakdown or immobilization, ERGO Hestia arranges for towing;

3) **trailer transport** — transport of trailer attached to a vehicle at the moment of event, within a distance stipulated in a selected option of the insurance contract to a location designated by the Insured, if the extent of the damage of the vehicle pulling the trailer prevents you from safely continuing your journey or the vehicle has been stolen. The costs of towing exceeding the limits are covered by the Insured. Only one towing service is provided at maximum for an insurable event,

4) **courtesy car** — arranging for and incurring costs of rental, delivery of a courtesy car (or journey of the driver and passengers to the vehicle rental) and receipt of a courtesy car. Courtesy car shall be made available at the request of the Insured, if:

a) their vehicle has been damaged and the extent of damage is qualified as a total loss,

b) their vehicle needs to be repaired at the service point, and its repair will last at least until the next day; courtesy car shall be made available for the duration of repair and for no longer than the period specified in the option selected in the insurance contract,

c) their vehicle has been stolen.

Courtesy car is a passenger car owned by an entity professionally involved in the rental of vehicles,

5) **substitute driver** — arranging and covering the costs of hiring a driver in order to transport passengers of the insured vehicle to the place of residence, if the vehicle's driver, as a result of an event, personal accident or sudden illness suffers bodily injury, is admitted to hospital or dies, and none of the passengers has a driving license of a given category;

6) **accommodation** — arranging and covering the costs of accommodation and transport of the driver and passengers of the insured vehicle (not exceeding the number of seats specified in the registration certificate) to the nearest mid-range (two- or three-star) hotel. Depending on the selected option, the Insured is entitled to accommodation in the following cases:

a) Under Premium Option — in the case of theft of the vehicle, performed at least 50 kilometres in a straight line from the place of residence or registered office of the Insured,

b) Under Prestige Option — in the case of theft, breakdown, immobilization of the vehicle or an accident, which occurred at least 50 kilometres in a straight line from the place of residence or registered office of the Insured; in the case of an accident, the Insured is entitled to accommodation if a repair until the next day is necessary;

7) **onward journey**;

a) Under Standard Option — if the seating capacity of the tow truck is insufficient in the course of towing, the transportation of a driver and passengers of the insured vehicle along with their luggage (up to maximum seating capacity given in the registration certificate of the vehicle) to a location designated by the Customer, at a distance no longer than 100 km site of the event,

b) Under Premium Option — if the seating capacity of the tow truck is insufficient in the course of towing, the transportation of a driver and passengers of the insured vehicle along with their luggage (up to maximum seating capacity given in the registration certificate of the vehicle) to a location determined by the Customer, at a distance no longer than the limit of kilometres determined for towing service of a vehicle,

c) Under Prestige Option — transportation of a driver and passengers of the insured vehicle along with their luggage (up to maximum seating capacity given in the registration certificate of the vehicle) to the travel destination or place of residence of the Insured (purchase and delivery of first class train tickets, bus tickets or airline tickets, if the cost of their purchase is comparable to the cost of train or bus tickets),

8) **guarded car park** — the organization and coverage of car park costs in a fenced area remaining under the constant surveillance of persons involved in the protection of property;

9) **receipt and delivery of the repaired vehicle** — arranging for and covering costs of collection and delivery of the repaired insured vehicle to the final destination, place of residence or registered office of the Insured;

10) **scrapping** — arranging for and covering costs of scrapping of the insured vehicle in the event of total loss;

11) **psychological care** — visit at the psychologist's practice for the Insured or other persons staying in the insured vehicle at the time of the event and their relatives. Psychological care is arranged

on the basis of a written referral issued by attending physician and it is limited to 5 meetings in the case of events which occurred throughout the insurance period.

12) **helpline** — providing telephone information regarding:

a) access roads and bypasses, locations of the nearest gas stations or garages,

b) the possibility of renting a car in a particular country in Europe,

c) indicative costs of fuel and road tolls in a particular country in Europe,

d) where the Insured may receive, in the event of foreign travel, telephone assistance in the course of conversation with the police, border guards, medical centres (in the following languages: English 24/7; German, French, Italian, Russian — on weekdays from 8.00 am to 4.00 pm).

3. Under the Mini Option ERGO Hestia arranges for and covers the costs of towing, in the case of event caused by the driver of the insured vehicle:

1) of the insured vehicle,

2) of vehicles, which collided with the insured vehicle.

§ 3

Upon the provision of Hestia Car Assistance service, the sum insured is reduced by an amount equal to costs incurred by Ergo Hestia in this respect. If the sum insured is totally exhausted, insurance contract shall be terminated as at the date of exhausting the sum insured.

§ 4

1. ERGO Hestia arranges only for services determined in the provisions of these General Terms and Conditions of Insurance and does not reimburse service costs incurred by the Insured, subject to the provisions of paragraph 2.

2. If the Insured incurs the economically justified cost of towing, ERGO Hestia reimburses this cost based on the original receipts or invoices, up to:

1) PLN 150 (gross), if towing is executed within 25 km from the scene of the event, however, no more than the limit of kilometres indicated in the selected option;

2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed outside the area of 25 km from the scene of the event, However, no more than the limit of kilometres indicated in the selected option.

3. The Insured has to read the terms and conditions of rental as well as the terms and conditions of insurance for the rented courtesy car, and follow the instructions and guidelines received, and meet other requirements set out by the car rental company.

4. In the case of death of the Insured or their inability to give an instruction, persons authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle. If more than one person is entitled to give instructions, the right to make decisions shall rest with the person making the first notification of a particular event. The provisions of sections 2 and 3 above shall apply accordingly.

EXCLUSIONS OF LIABILITY

§ 5

1. Subject to exclusions set out in §§ 3–4 of the Common Provisions and section 2, the insurance does not cover the costs of:

- 1) purchase of spare parts and materials necessary to remove the breakage of or damage to the vehicle,
- 2) of fuel, insurance and additional charges, including deposits collected by rental companies, and an excess towards the loss to courtesy car.
- 3) resulting from breakdowns or immobilisation of vehicle caused by the fact that the Insured did not remove their causes after the service has been arranged by ERGO Hestia,
- 4) arising from the use of a vehicle without the consent and knowledge of the owner.

2. ERGO Hestia does not cover the excess in the damage to courtesy car.

FINAL PROVISIONS

§ 6

Method of the calculation and payment of insurance premiums, period of insurance and the indemnity period of ERGO Hestia, as well as rights and obligations of each party, are determined in the Common Provisions.

§ 7

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and apply to the insurance contracts concluded as of this date.

President of the
Management Board



Piotr Maria Śliwicki

Member of the
Management Board



Adam Roman

V. General Terms and Conditions of Personal Accident Insurance of Drivers and Passengers

CODE: C-E7-NNWK-01/15

Insurance contracts are concluded based on the General Terms and Conditions of Personal Accident Insurance of the Driver and Passengers, as well as Common Provisions and Definitions for the General Terms and Conditions of Motor Insurance ERGO 7 (hereinafter referred to as the Common Provisions).

The following table contains information on provisions of the concluded General Terms and Conditions of Personal Accident Insurance of the Driver and Passengers which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Personal Accidents	§ 1 sections 1–3, § 1 section 5, § 4 section 1, § 4 section 6	§ 1 sections 2–4, § 2, § 3, § 4 sections 3–4, § 5 sections 2–3, § 7 section 2



SUBJECT AND SCOPE OF INSURANCE COVER

§ 1

1. The insurance covers personal accidents involving the driver and passengers of the vehicle named in the insurance contract, arising from the use of the vehicle, subject to the exclusions contained in § 2 of the General Terms and Conditions of Insurance and § 3 of the Common Provisions.
2. Depending on the option selected by the Customer, ERGO Hestia pays benefits specified in the table below:

Options	I	II	III
Sum insured	PLN 5,000	PLN 15,000	PLN 60,000
Territorial limits	worldwide		
Persons covered by insurance	driver and passengers of the vehicle named in the insurance contract		
Personal accident benefits	<ol style="list-style-type: none"> 1) death of the Insured, 2) permanent disablement by the Insured, 3) temporary loss of ability to work or study, 4) costs of medical treatment, 		

3. Benefits specified in the table above are paid out in the following manner:

- 1) **benefit upon the death of the Insured** — payment of 100% of sum insured;
- 2) **benefit due to permanent disablement of the Insured** — payment of benefits determined in accordance with the table constituting Appendix 1 to these General Terms and Conditions of Insurance,
- 3) **allowance for temporary incapacity to work or study** — payment of 1‰ of the sum insured for each day of inability to work or study starting on the 10th day after the accident, and if the inability to work or study lasts for at least 30 days, starting on the day following the accident, up to 180 days,
- 4) **costs of medical treatment** — refund of documented costs, necessary from the medical point of view, incurred within the territory of Poland in relation to a personal accident, for which the compensation is due up to 30% of the sum insured. These costs comprise:
 - a) examinations, outpatient and surgery procedures, stay in a healthcare facility,
 - b) purchase of the necessary medications, wound dressings,
 - c) medical aids, prostheses, orthopaedic devices and permanent teeth restoration costs,
 - d) vocational training for the disabled.

4. ERGO Hestia reimburses costs of restoration of permanent teeth, provided that they are incurred no later than two years after the accident — up to 20% of the sum insured, but up to the maximum amount of PLN 2000; the reimbursement of costs of permanent teeth restoration may not exceed the amount of PLN 200 per one tooth.
5. The driver who repairs the vehicle is insured only if the repair is performed during the journey, in order to arrive to the nearest garage or service centre, or to continue the journey.

EXCLUSIONS OF LIABILITY

§ 2

1. Subject to exclusions set out in § 3 of the Common Provisions and sections 2-3 below, the insurance does not cover accidents:
- 1) arising in connection with committing or attempting to commit a crime by the vehicle's driver, stated by final and binding court decision, unless they had no influence of the occurrence of loss,
 - 2) resulting from or arising out of any illness, if it had an influence on the occurrence of loss;
 - 3) suffered by the Insured as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with a personal accident;
2. Medical expenses do not include costs of rehabilitation and transportation.

SUM INSURED

§ 3

1. The sum insured shall be determined in the insurance contract.
2. If the vehicle has more passengers than it is provided for in its registration certificate (less the seat of the driver), sum insured attributable to each passenger shall be estimated by multiplying the insurance amount specified in the insurance contract by the number of seats in the vehicle (except for the seat of the driver), and then by dividing the result by the number of passengers riding the vehicle.
3. Total benefits paid to all the affected passengers riding the vehicle may not exceed the product of the number of seats in accordance with its registration certificate (except for the seat of the driver) and sum insured specified in the insurance contract.

DETERMINING THE BENEFIT AMOUNT

§ 4

1. ERGO Hestia pays out the benefit for death resulting from a personal accident, only if it occurs within a year from the date of the accident.
2. The causal relationship and the type of permanent disablement shall be determined on the basis of evidence and medical records.
3. In the case of loss of or damage to an organ or system whose functions were damaged before the accident due to illness or permanent disability resulting from another accident, the permanent disablement degree shall be determined as the difference between the disablement before and after the personal accident.

4. If the Insured suffers several disablements, ERGO Hestia pays out the benefits for all disablements covered by insurance, at maximum up to the sum insured.

5. ERGO Hestia asks for the opinion of medical consultants for the purposes of determining the degree of permanent disablement.

6. Medical treatment expenses are paid:

1) if they were incurred in the period no longer than 2 years from the date of accident,

2) on the basis of receipts — to the Insured, and if the aforementioned expenses were incurred by the third party — to this person,

3) in the amount, which shall not be covered by general health and social insurance.

7. ERGO Hestia shall also refund to the Insured the documented costs of additional medical exams required by it for the purposes of justifying the claim.

§ 5

1. Daily allowance for temporary incapacity to work or study is paid based on a medical certificate.

2. ERGO Hestia has the right to refuse to pay benefits or a part thereof, if it finds out that at the time of incapacity to work or study the Insured worked or attended school activities.

3. If the Insured received benefit for a permanent disablement or temporary incapacity to work, and then died due to the same personal accident, the death benefit is paid only if it is higher than the amount already paid. In this case, the benefit paid is reduced by the amount already paid.

PERSONS ENTITLED TO BENEFITS

§ 6

1. Benefit for permanent disablement shall be paid to the Insured.

2. Death benefit shall be paid to an eligible person.

3. If the Insured dies before receiving the benefit for permanent disablement, and their death is a result of an accident, the benefit due is paid the eligible persons, subject to provisions of § 7.

§ 7

1. The benefit is granted to relatives of the deceased in the following order:

1) spouse — in full,

2) children — in equal parts,

3) parents — in equal parts,

4) other heirs of the deceased — in equal parts.

2. The person, who intentionally caused the death of the Insured, shall not be entitled to the benefit specified in § 6.

FINAL PROVISIONS

§ 8

The method of determining and payment of premium, period of insurance and the indemnity period of ERGO Hestia, rights and obligations of the parties, method of payment of the benefit are determined in the Common Provisions.

§ 9

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and shall apply to the insurance contracts concluded as of that date.

President of the
Management Board



Piotr Maria Śliwicki

Member of the
Management Board



Adam Roman

APPENDIX 1 TO GENERAL TERMS AND CONDITIONS OF INSURANCE

Table of degree of disablement due to personal accident

Events, for which ERGO Hestia shall pay benefits in the amount specified as the percentage of the sum insured.	Paid % of the sum insured
POST-TRAUMATIC TOTAL INJURY	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Extrapyramidal syndrome significantly limiting the aptitude of organism and requiring third party care	100%
Disequilibrium of cerebellar or origin, making it impossible to walk	100%
Epilepsy with psychic disturbances, characteropathy, dementia and epileptic equivalents preventing from performing any work or causing the necessity to provide individual/special education	100%
Severe psychic disturbances, causing the necessity to provide constant third party care (dementic changes, psychoses, frequent and long-lasting psychiatric hospitalization)	100%
Total loss of vision in two eyes	100%
Total hearing loss in both ears	100%
Total anarthria Total aphasia with agraphia and alexia, regardless of 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
POST-TRAUMATIC PARTIAL INJURY	
Post-traumatic injuries of internal organs	
Heart or pericardium damage	15%
Damage to aorta, vena cava and the main branches	10%
Damage to stomach	5%

Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver requiring a transplant (final hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
Brain concussion	1%
Post-traumatic loss/damage of: an organ or body part	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%
Cranium bone loss	6%
Nose in its entirety (including the nasal bones)	30%
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Total loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%

Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Post-traumatic loss/damage of: an organ or body part	
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five fingers on one foot	25%
Loss of extremity in shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in brachial area	65%
Loss of extremity in antebrachial area	55%
POST-TRAUMATIC PARTIAL INJURY	
Post-traumatic loss/damage of: body part or total torn of muscles	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of index finger	8%
Total loss of fingers III to V — for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%

Wounds, frostbite or burn	
Incised wound or III degree frostbite of face, neck, forearms and palms	2%
Lacerated wound (e.g. as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
Frostbite III degree	3%
burn III grade (calculated for each percent of body surface)	2%
Fractures	
of cranium	4%
Facial skeleton — mandible, maxilla	6%
of jugular bone	3%
Nasal bones — without disfigurement of the nose shape	1%
Nasal bones — with disfigurement of the nose shape, though the operation	3%
Sternum	4%
One rib	1%
Two or more ribs	2%
Pelvis	6%
Caudal bone	2%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	4%
Spinal column	8%
Other fractures	1%

Dislocations	
of spinal column without neurological consequences as paralyse and pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes III to V (for each finger)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers from III to V (for each finger)	1%
Rotations of	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Hip	3%
Knee joint with damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus and after surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%

Index finger joints	1%
Joints of fingers from iii to v (for each finger)	1%
Post-traumatic loss of permanent teeth (per each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
Complications	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%

VI. General Terms and Conditions of Car Glass Insurance

CODE: C-E7-SZ-01/15

The insurance contract is concluded based on the General Terms and Conditions of Car Glass Insurance and the Common Provisions and Definitions for Motor Insurance ERGO 7 (hereinafter referred to as the General Provisions).

The following table contains information on provisions of the concluded General Terms and Conditions of Car Glass Insurance, which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Car Glass	§ 1, § 2 sections 3–5	§ 2 section 2, § 2 sections 6–7, § 3, § 4, § 5, § 6



SUBJECT OF INSURANCE

§ 1

The insurance covers arranging for and covering costs of repair or replacement of damaged or destroyed windshield, rear window and side windows of the vehicle named in the insurance contract.

§ 2

1. ERGO Hestia arranges for and covers costs of repair or replacement of a car glass, provided that it is performed in a service point indicated by ERGO Hestia. A car glass is replaced by using the alternative car glass.
2. ERGO Hestia does not reimburse costs of services incurred by the Insured.
3. In the event of damage to the vehicle, which prevents the repair or replacement of the glass, ERGO Hestia pays the equivalent of the above costs.
4. If the repair or replacement of a car glass by the service point is not possible within 24 hours from loss notification, ERGO Hestia shall reimburse the incurred costs of parking the vehicle in a guarded car park up to the amount of the actual costs incurred, at maximum up to PLN 300 (gross).
5. If, due to damage to the car glass, arrival to the nearest service point is impossible, ERGO Hestia shall arrange for and cover the costs of towing the vehicle to the nearest service point.
6. If the Insured incurred the costs of towing, ERGO Hestia will refund them up to:
 - 1) PLN 150 (gross), if towing is executed at maximum up to 25 km from the scene of the accident,
 - 2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed outside the area of 25 km from the scene of the accident,These costs shall not be reimbursed if the Insured, without prior consultation with ERGO Hestia, makes decision about parking the vehicle on a guarded car park or towing the vehicle.
7. Costs, referred to in section 1 and sections 3–6, shall be covered within the sum insured.

SCOPE OF INSURANCE

§ 3

Car glass, except for exclusions provided for in § 4, are covered with the insurance against damage or destruction occurring within the territory of Poland as a result of the following events:

- 1) collision of vehicles,
- 2) sudden contact of the car with persons, animals or objects outside the vehicle,
- 3) vandalism,
- 4) the contact of sports equipment transported on the racks with objects outside the vehicle,
- 5) fire, explosion, flooding, or sudden action of forces of nature,
- 6) sudden influence of thermal or chemical agent from the outside.

EXCLUSIONS OF LIABILITY

§ 4

1. Subject to exclusions set out in §§ 3–4 of the Common Provisions, the insurance does not cover the following damage:
 - 1) to components of the vehicle not constituting structural element of the car glass, such as anti-burglary and darkening foils, exterior decorative and protective trims;
 - 2) to windows damaged earlier and not fixed,
 - 3) as a result of the vehicle's appropriation by a third party.
2. The responsibility for damage associated with the performance of a services rests with the service point performing the repair or replacement of the damaged or destroyed glass.
3. ERGO Hestia does not reimburse costs of services incurred by the Insured, which had not been previously agreed with ERGO Hestia.

EXCESS

§ 5

Excess of the Insured amounts to PLN 50 in relation to damage involving the replacement of windshield.

SUM INSURED

§ 6

1. The sum insured constitutes the total limit of ERGO Hestia responsibility for all events occurring throughout the insurance period and amounts to PLN 5000 (gross).
2. Upon the service provision, total limit of liability shall be reduced by an amount equivalent to costs incurred by ERGO Hestia. If the insurance amount is completely exhausted, the insurance contract is terminated on the date of exhaustion of the sum insured.

FINAL PROVISIONS

§ 7

The method of determining and payment of premium, period of insurance and the period of liability of ERGO Hestia, rights and obligations of each Party, method of payment of benefit are determined in the Common Provisions.

§ 8

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and shall apply to the insurance contracts concluded as of that date.

President of the
Management Board

Piotr Maria Śliwicki

Member of the
Management Board

Adam Roman

VII. General Terms and Conditions of Luggage Insurance

CODE: C-E7-B-01/15

The insurance contract is concluded based on the General Terms and Conditions of Luggage Insurance and Common Provisions, and Definitions for Non-motor Insurance ERGO 7 (hereinafter referred to as the Common Provisions).

The following table contains information on provisions of the concluded General Terms and Conditions of Luggage Insurance which govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites of payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Luggage	§ 1	§ 2, § 3, § 4 section 2



SUBJECT, SCOPE AND PLACE OF INSURANCE COVERAGE

§ 1

Insurance covers the loss, destruction of or damage to luggage located in a place covered by insurance and resulting from the events given in the table below:

Place of insurance coverage:	Causes of events:
Direct care of the Insured or their relatives	<ul style="list-style-type: none">• robbery
<ul style="list-style-type: none">• Entrusting to a professional carrier on the basis of appropriate freight documents,• Handing over against receipt to the left luggage office.	<ul style="list-style-type: none">• loosing• burglary
Leaving: <ul style="list-style-type: none">• in premises closed on multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents),• in the closed trunk of a motor vehicle or in trailer or cabin on a vessel closed on lock, provided that it was not visible from outside.	<ul style="list-style-type: none">• burglary• fortuitous events
Transporting in a vehicle and on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss. Including also damage to racks and external cargo carriers.	<ul style="list-style-type: none">• collision of vehicles• damage caused by the sudden contact of the car with persons, animals or objects outside the vehicle• sudden influence of thermal or chemical agent from the outside of the vehicle
Territorial limits:	worldwide
Sum insured:	PLN 5000 (gross)

EXCLUSIONS OF LIABILITY

§ 2

1. The insurance shall not cover:
 - 1) monetary values,
 - 2) medications,
 - 3) property acquired for resale,
 - 4) property used for the purposes of commercial, service or production activity, apart from property purchased by the Insured, who is a sole trader, and property lent to the Insured by their employer;
 - 5) loss in the amount of more than PLN 200.
2. ERGO Hestia shall not be held liable for losses caused by robbery, the occurrence of which was reported to the police unit by the Insured no later than within 24 hours of its occurrence, unless for reasons beyond the control of the Insured it is impossible to meet this obligation; in such case, the Insured is obliged to report the event immediately after the termination of the obstacles preventing it.

SUM INSURED

§ 3

1. The sum insured shall be the liability cap of ERGO Hestia, both in relation to one and to all the events that occur during the period of the insurance contract.
2. After payment of compensation, sum insured shall be reduced by the amount of compensation paid. If the sum insured is exhausted, the insurance contract is terminated as at the date of exhausting the sum insured.

DETERMINING THE AMOUNT OF COMPENSATION

§ 4

1. The amount of compensation is determined according to the replacement value, except for:
 - 1) **cash** — which is determined based on its nominal value (nominal value of foreign currency is translated into PLN based on A table or B table of the average foreign exchange rate announced by the National Bank of Poland, effective on the date of loss event),
 - 2) **loss of keys**, which is determined based on the costs of changing the locks.

2. In the case of cash and jewelry, the amount of compensation may not be higher than PLN 1000.

FINAL PROVISIONS

§ 5

The method of determining and payment of premium, period of insurance and the period of liability of ERGO Hestia, rights and obligations of each Party, method of payment of benefit are determined in the Common Provisions.

§ 6

General Terms and Conditions of Insurance shall enter into force as of 24 January 2016 and apply to the insurance contracts concluded as of this date.

**President of the
Management Board**



Piotr Maria Śliwicki

**Member of the
Management Board**



Adam Roman

What to do when the loss event occurs

1. Secure the location where the loss event occurred and take care of the things that were not damaged.
If you know or suspect that the event is a result of crime, you should notify the police.
If necessary, call emergency ambulance service or fire brigade.
2. Notify us about the loss event immediately after it occurred.

You will need:

- **Your address, telephone number, e-mail**
- **description of circumstances of the event**
- **date and hour of the event**

Important!

- **Give us your phone number — it will facilitate and speed up our subsequent contact.**
- **A special number is given to the loss — write it down and use it in subsequent contacts with ERGO Hestia.**



a) via Internet

- Internet form available at www.ergohestia.pl
- by email: szkody@ergohestia.pl



b) by calling

- +48 58 555 5 555 – from a mobile phone or abroad
- 801 107 107

c) by fax

- +48 58 555 60 01



d) by mail

STU Ergo Hestia SA,
BLS-Likwidacja
ul. Hestii 1
81-731 Sopot

3. Arrange the date and place of investigation with the adjuster, who shall contact you within 48 hours (2 working days) from the moment of your notification.
4. Complete the documents brought by the adjuster if necessary. The claim adjuster will receive the documents (they may be also sent via email or by mail at the address specified above) and give all necessary information on the further steps of the claim adjustment procedure.
5. Wait for a written decision on compensation. Ergo Hestia pays the compensation within 30 days from the date of receiving notification about the loss event. If, although the highest due diligence, it is impossible, you will receive the payment within 14 days from the date of gathering all documents necessary to complete the claim adjustment procedure.

Your rights and obligations while selling or buying a car

Selling a car?

1. Remember about the proper completion of the sales contract!



Properly completed sales contract must include the date of sale and full data of the buyer and the seller — name and surname or the company name, PESEL (Personal ID) or NIP (Tax ID), the exact address.

2. Please note that upon selling your vehicle you have 14 days to inform the insurer about the sale!



- Make a copy of the sales contract and include a brief cover letter (comprising the sales contract number) and send them to: **STU ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.**
- You may also transfer the sales contract to our agent or send it by email: **poczta@ergohestia.pl.**



3. Keep in mind that the Buyer has the right to continue the coverage.

In accordance with Article 31 of the Act of 22 May 2003 on Compulsory Insurance, Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (consolidated text, Journal of the Laws of 2013, item 392, as amended), the Buyer has the right to continue the existing insurance contract and, thus, they should be given a valid third-party liability insurance. If the Buyer is not interested in the continuation of insurance, they may, at any time, (from the date of purchase of the vehicle), submit a written resignation of the insurance contract.



4. You will receive the reimbursement of the insurance premium if the Buyer terminates the contract.

The reimbursement of the premium for the unused period of third-party liability insurance may only take place upon the resignation submitted by the Buyer. In the event of the contract's termination, refund of the premium is sent to the residence address specified in the form of postal order or transferred to the indicated bank account.

Buying a car?

1. If you are interested in the continuation of the insurance contract, contact our agent.



2. If you are not interested in the continuation of insurance, send your written resignation to the following address: **STU ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot** – contract termination (with the policy number). You may also terminate the insurance contract with the help of our agent. Remember that you can terminate the insurance contract at any time.





Would you like to contact us?

It is simple:

contact form available at: www.ergohestia.pl

email for claim notification: szkody@ergohestia.pl

company email: poczta@ergohestia.pl

**Sopockie Towarzystwo Ubezpieczeń ERGO Hestia
ul. Hestii 1, 81-731 Sopot**