

Insurance of equipment

Insurance Product Information Document

ERGO
HESTIA

Przedsiębiorstwo: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Produkt: Insurance of equipment

For full information, see the **General Terms and Conditions of Insurance of Equipment of 01 April 2025 (code: G-UPG-US-01/25)**.

What is this type of insurance?

Non-life insurance (Section II, Group 9 of the Annex to the Act of 11 September 2015 on insurance and reinsurance activities – Journal of Laws 2015, item 1844).



What is insured?

The insurance covers equipment purchased in a shop which, on the date of commencement of insurance cover, has a valid manufacturer's warranty or is protected by a guarantee for defects within the meaning of applicable law.

The insurance covers, at the policyholder's discretion, the organisation and coverage of the costs of repairing the insured equipment, and in the event of total loss, the organisation and coverage by ERGO Hestia of the costs of replacement with new equipment or the payment of compensation in an amount equal to the costs of repair or replacement with new equipment. The scope of insurance cover depends on the selected insurance cover option:

Option:	Full Cover	Accidental Damage	Basic Cover
Causes of events	failure, accidental damage, burglary, robbery;	accidental damage, burglary, robbery;	failure
Additional cover:			
food defrosting	yes	yes	no
transport of equipment weighing over 10 kg	yes	yes	yes

✓ Sum insured:

- upper limit of ERGO Hestia's liability for each event during the insurance period,
- equal to the retail price of the equipment, indicated in the policy.



What is not insured?

- ✗ loss of equipment due to theft without breaking and entering; equipment getting lost;
- ✗ loss due to normal wear and tear of the equipment;
- ✗ repair of cosmetic damage which does not affect the proper functioning of the equipment;
- ✗ cost of repairing damage caused during any transport of the equipment;
- ✗ cost of transporting the equipment to a repair point and returning it (except for equipment weighing over 10 kg and built-in equipment);
- ✗ loss for which the manufacturer/seller or repair point is liable under the law;
- ✗ damage to additional components (e.g. chargers, headphones, remote controls);
- ✗ loss occurring outside the insurance period.



Are there any restrictions on cover?

The insurance does not cover any loss:

- ! caused by incorrectly performed repairs;
- ! caused by testing or maintenance inconsistent with the manufacturer's recommendations;
- ! caused by use of additional fittings other than recommended by the manufacturer;
- ! caused by use of the insured equipment in a manner inconsistent with the operating instructions;
- ! caused by insects or rodents;
- ! whose circumstances the policyholder is unable to specify (this does not apply to loss caused in connection with a failure);
- ! resulting from a product defect identified by the manufacturer or importer of the equipment;
- ! to equipment whose identification or serial number has been removed or altered, or is illegible;
- ! caused by moisture, mould, dust;
- ! caused by the effects of rain, snow, hail or wind on the equipment.

In the event of losses due to the effect of liquids reported more than 7 days from the date of the event:

- ! the amount of compensation is limited to PLN 300.



Where am I covered?

- ✓ The insurance covers losses occurring worldwide. The claims handling process takes place in Poland.



What are my obligations?

Before concluding an insurance contract, read the terms and conditions of insurance and submit the declarations required by ERGO Hestia, which are included in the insurance document (policy).

In the case of a loss:

- immediately notify ERGO Hestia at the telephone number of CAC, acting on behalf of ERGO Hestia, provided in the insurance document (policy) or using the online form available at www.szkody.org;
- make available/deliver the equipment to a repair point for repair;
- follow the recommendations of ERGO Hestia;
- in the event of loss as a result of burglary or robbery, report the loss of the equipment to the police and obtain a written certificate confirming the cause and circumstances of the loss.

In the event of any change in personal or address details, notify ERGO Hestia of the change.



When and how do I pay?

The policyholder pays the premium in the shop at the same time as concluding the insurance contract, in a single instalment, in advance for the entire insurance period.



When does the cover start and end?

The period of cover is specified in the insurance document (policy).

Insurance cover begins on the date specified in the policy, but not before the premium has been paid in the shop.

Insurance cover ends on the date of:

- 1) expiry of the insurance period,
- 2) returning the equipment to the shop,
- 3) occurrence of total loss or loss of equipment for any other reason,
- 4) withdrawal from the insurance contract (Article 40(1) and (2) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) and Article 812 § 4 of the Civil Code),
- 5) replacement of the equipment by the policyholder, without the intermediation of the shop, under the manufacturer's warranty, without notifying ERGO Hestia of the replacement.



How do I cancel the contract?

The policyholder has the right to withdraw from the contract within 30 days, and if the policyholder is an entrepreneur – within 7 days from the date of conclusion of the contract, using the form available on the website <https://www.ergohestia.pl/ubezpieczenie-przedluzonej-gwarancji/>.

Information table governing the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity:

INFORMATION	TEMPLATE UNIT NUMBER
1) criteria for payment of compensation and other benefits	§ 3;
2) limitations and exclusions of liability of the insurance company entitling it to refuse payment of compensation and other benefits or to reduce them	§ 4; § 9;

CODE: G-UPG-US-01/25. These General Terms and Conditions came into force on 01 April 2025. They apply to insurance contracts concluded from that date onwards.

General

§ 1

1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS 0000024812, VIII Commercial Division of the District Court Gdańsk-Północ in Gdańsk, NIP 585-000-16-90, with share capital of PLN 196,580,900, which has been paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business, concludes with natural persons, legal persons and organisational units that are not legal persons, to whom the law grants legal capacity, hereinafter referred to as "policyholders", insurance contracts for equipment, confirmed by a policy, purchased by policyholders in a shop.
2. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
3. In connection with the conclusion and performance of the insurance contract, ERGO Hestia is the controller of personal data provided to us by the policyholder. Detailed information on the processing of personal data can be found in the Personal Data Controller's Statement presented in § 11.
4. Before concluding the insurance contract, the policyholder should read these General Terms and Conditions of Insurance and the Personal Data Controller's Statement.

Definitions

§ 2

In this document, ERGO Hestia uses certain terms with a particular meaning. The terms used in this document shall have the meaning set out in the definitions below, presented in alphabetical order:

Term	What does it mean?
accessories	objects which are not: a) original fittings supplied by the manufacturer with the insured equipment, b) an integral part of the insured equipment in the manufacturer's set;
accident	a sudden, random event caused by an external factor, resulting in damage to the insured equipment, which at the time of the event was being used in accordance with the operating instructions;
accidental damage	damage to insured equipment as a result of power surge, flooding or accident, causing the equipment specified in the policy to cease to function properly or to malfunction;
burglary	seizing insured equipment from locked premises (located in the home, flat or registered office of the policyholder), after prior removal of security by force or opening the entrance using tools or a fake or tailored key obtained by the offender as a result of breaking into another room or as a result of robbery;
Claims Authorisation Centre (CAC)	an entity which handles the claims reported in accordance with the insurance contract on behalf of ERGO Hestia. Address: Al. Grunwaldzka 472F, 80-309 Gdańsk. Notifications sent by the insured directly to CAC shall be deemed to have been sent to ERGO Hestia;
equipment	an object purchased in a shop which, on the date of commencement of insurance cover, has a valid manufacturer's warranty or is protected by a guarantee for defects within the meaning of applicable law;

Term	What does it mean?
event	the occurrence of failure, accidental damage, burglary or robbery;
failure	inability to use the equipment specified in the policy caused by a sudden and unforeseen cessation of the proper operation of a component or set of components of the equipment, resulting in its malfunction or complete immobilisation, which arose from internal causes, is not caused by direct human action and is not the result of using the equipment in a manner inconsistent with its operating instructions;
flooding	impact of liquids as a result of an accident on the insured equipment, causing it to cease to function properly or malfunction;
food	foodstuffs whose expiry date had not passed on the date of the loss.
loss	direct consequences of a failure, accidental damage, loss due to burglary or robbery (depending on the selected insurance option), as well as defrosting of food in insured refrigeration equipment resulting from failure or accidental damage to the equipment;
mobile equipment	equipment which, due to its function, can be used outside the insured person's place of residence/registered office: cameras and camcorders, memory cards, digital photo frames, MP3 and MP4 players, headphones, mobile speakers, laptops/notebooks/ultrabooks, tablets, mobile TVs, portable hard drives, GPS navigation devices, PDAs, voice recorders, personal players, game consoles, mobile phones, smartphones, smartwatches, smartbands, e-book readers, virtual reality glasses;
new equipment	equipment which is the same as the insured equipment or similar with comparable technical parameters, provided that the technical parameters of new equipment do not include: brand, colour, weight, finish, shape and external appearance;
policy	a document issued by ERGO Hestia confirming the conclusion of the insurance contract;
policyholder	a natural person or other entity who/which enters into an insurance contract, is obliged to pay the premium, and is the owner of the insured equipment;
power surge	a sudden increase in voltage in the power grid to which the equipment is connected;
repair point	a repair service provider cooperating with CAC, based in the territory of the Republic of Poland, unauthorised or authorised by the manufacturer or importer, competent for the brand of equipment covered by insurance;
retail price/ sum insured	the gross value of the insured equipment (including VAT) entered in the policy;
robbery	seizure of property by use or threat of immediate use of force to a person using the insured equipment or after making them unconscious or helpless;
shop	a stationary point of sale or online shop offering customers the conclusion of an equipment insurance contract under these General Terms and Conditions of Insurance;
total loss	a) in the Full Cover, Accidental Damage, and Basic Cover option, any loss: 1/ as a result of which repair of the insured equipment is technically impossible or the repair costs exceed the sum insured; 2/ affecting insured equipment with a retail price not exceeding PLN 300; b) in the Full Cover and Accidental Damage option, any loss consisting in the loss of insured equipment as a result of burglary or robbery;

Insurance cover and scope

§ 3

- The insurance covers the equipment specified in the policy.
- The insurance covers, at the policyholder's discretion, the organisation and coverage of the costs of repairing the insured equipment, and in the event of total loss, the organisation and coverage by ERGO Hestia of the costs of replacement with new equipment or the payment of compensation in an amount equal to the costs of repair or replacement with new equipment.
- The scope of insurance cover depends on the selected insurance cover option.
- The insurance options with the causes of insured events covered by the insurance are described in the table below:

Option	Full Cover	Accidental Damage	Basic Cover
Causes of events:	<ul style="list-style-type: none"> failure accidental damage burglary robbery 	<ul style="list-style-type: none"> X accidental damage burglary robbery 	<ul style="list-style-type: none"> failure X X X
Additional cover			
food defrosting	YES	YES	NO
transport of equipment weighing over 10 kg	YES	YES	YES

- The additional cover presented in the table above includes organisation at the request of the policyholder and coverage of costs to the following extent:

Cover:	Scope of cover or amount of costs reimbursed:
food defrosting	reimbursement of costs for defrosted food up to PLN 300 per event and all events in the case of loss to refrigeration equipment: refrigerator, fridge-freezer, freezer;
transport of equipment weighing over 10 kg	organisation and coverage of costs of transport to and from the repair point for equipment weighing over 10 kg and built-in equipment.

Exclusions of liability

§ 4

ERGO Hestia's scope of liability does not include:

1. any loss consisting in:
 - 1) loss due to theft without breaking and entering or due to equipment getting lost,
 - 2) loss of equipment data or software,
 - 3) loss of or damage to the equipment battery only,
 - 4) loss of or damage to accessories,
 - 5) deformation or discolouration of plastic parts,
 - 6) cosmetic damage, dents, scratches, discolouration, deformation, soiling or breakage – which do not affect the proper functioning of the equipment,
 - 7) damage caused by the use of non-original accessories;
2. any loss caused by:
 - 1) use of the insured equipment in a manner inconsistent with the operating instructions,
 - 2) incorrectly performed repairs,
 - 3) testing or maintenance inconsistent with the manufacturer's recommendations,
 - 4) use of additional fittings other than recommended by the manufacturer,
 - 5) independent modification of the insured equipment,
 - 6) improper connection of the equipment to the power, gas or water and sewage systems,
 - 7) the effects of rain, snow, hail or wind as a result of leaving the equipment outside a closed room,
 - 8) flooding caused by using or leaving the equipment in places/premises with high humidity, such as bathrooms, saunas, swimming pools or directly adjacent to water reservoirs, provided that the loss was caused by leaving or using the equipment in the above-mentioned premises. This exclusion does not apply to equipment which has been adapted by the manufacturer to operate in places/premises with high humidity,
 - 9) failure of or accidental damage to equipment where the policyholder is unable to provide the insured equipment or its remains,
 - 10) the action of viruses, software or malfunctioning as a result of the above factors;
3. any loss resulting from:
 - 1) any disruptions in the functioning of the power grid (this does not apply to power surges), gas, water and sewage, air conditioning systems,
 - 2) normal wear and tear of the insured equipment, rust, corrosion, oxidation,
 - 3) fire and the following natural forces: earthquake, sudden change in temperature, flood, hurricane,
 - 4) moisture, mould, fungus, oxidation, dust, sunlight or extreme temperatures, as well as resulting from improper ventilation,
 - 5) damage resulting from the use of the equipment with another device in a manner inconsistent with the equipment's operating instructions;
4. any loss:
 - 1) caused by insects or rodents,
 - 2) occurring during the installation of equipment, unless the loss is a direct consequence of an event covered by the insurance contract,
 - 3) caused to equipment used in the course of business, where the manufacturer's warranty states that such equipment used in the course of business is not covered by the terms of the warranty, unless this had no impact on the occurrence of the loss,
 - 4) for which the manufacturer, seller or repair point is liable under the law or a contract (e.g. warranty, guarantee),
 - 5) whose circumstances the policyholder is unable to specify (this does not apply to loss caused in connection with a failure),
 - 6) covered by specific manufacturer exclusions specified in the equipment's operating instructions or warranty terms and conditions,
 - 7) to equipment whose identification or serial number has been removed or altered, or is illegible,
 - 8) in the course of whose handling the policyholder made a false declaration of intent in order to obtain compensation under false pretences,
 - 9) resulting from a product defect (in particular, a series or model) identified by the manufacturer, importer or distributor of the equipment,
 - 10) loss caused intentionally by the policyholder or a person with whom the policyholder shares a household, and loss caused by gross negligence, unless the payment of compensation is justified in the circumstances;
5. any cost of:
 - 1) maintenance of the insured equipment,
 - 2) installation of the insured equipment, except where the installation is performed by an employee of a repair point in the case of equipment repaired due to any loss that is not a total loss,
 - 3) replacement of the following parts subject to normal wear and tear and periodic replacement in connection with the operation of the insured equipment: filters, toners, printer cartridges, batteries, light bulbs, rechargeable batteries, projector lamps, unless the need to replace them is a direct consequence of an event covered by the insurance contract,
 - 4) repair of security seals, unless the need for their repair is a direct consequence of an event covered by the insurance contract,
 - 5) repair of damage to equipment caused during any transport of the equipment (including transport by a courier company), with the exception of mobile equipment, including transport of equipment from the shop to the policyholder's place of residence or registered office and transport to and from the repair point or shop,
 - 6) delivery of damaged equipment to a repair point and the costs of collecting repaired or unrepaired equipment from a repair point carrying out repairs under the insurance contract (except for equipment weighing more than 10 kg and built-in equipment),
 - 7) transport of new equipment in the replacement with new equipment in connection with a total loss,
 - 8) disposal of equipment which has failed or been accidentally damaged,
 - 9) incurred by the policyholder where no loss has occurred or ERGO Hestia is not liable for the loss under these General Terms and Conditions of Insurance;
6. screen defects, where one or more pixels no longer light up (black dot always visible on the screen) or one or more pixels do not stop lighting up (coloured dot always visible on the screen), unless the number of pixels defective in this way is greater than or equal to the number permitted under ISO 13406-2:2001.

Sum insured

§ 5

1. The sum insured is equal to the retail price of the equipment and is indicated in the policy.
2. The sum insured is the upper limit of ERGO Hestia's liability for each loss during the insurance period.

Premium

§ 6

1. ERGO Hestia determines the amount of the premium on the basis of the tariff in force on the date of conclusion of the insurance contract, depending on the period of cover and insurance option, type of equipment, its retail price.
2. The policyholder pays the premium in a single instalment, in advance for the entire insurance period, in the shop at the same time as concluding the insurance contract.

Period of cover and liability

§ 7

1. Insurance cover begins on the date specified in the policy, but not before the premium has been paid in the shop.
2. ERGO Hestia's liability ends on the date of:
 - 1) expiry of the insurance period,
 - 2) occurrence of total loss or loss of equipment for any other reason,
 - 3) withdrawal from the insurance contract (Article 40(1) and (2) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) and Article 812 § 4 of the Civil Code),
 - 4) returning the equipment to the shop,
 - 5) replacement of the equipment by the policyholder, without the intermediation of the shop, under the manufacturer's warranty, without notifying ERGO Hestia of the replacement; if ERGO Hestia is notified of the replacement, ERGO Hestia's liability covers the replaced equipment depending on the event:
 - a) failure, where the period of cover begins after the expiry of the warranty period, provided that the sum insured remains unchanged
 - b) accidental damage, burglary or robbery, where the period of cover remains unchanged and continues until the end of the period of cover specified in the policy.
3. The policyholder may withdraw from the insurance contract in the manner specified in the policy.
4. Withdrawal from the contract does not release the policyholder from the obligation to pay the premium for the period during which ERGO Hestia provided insurance cover.
5. If the insurance relationship expires before the end of the period for which the insurance contract was concluded, the policyholder is entitled to a refund of the premium for the period of unused insurance cover.

Claims handling procedure

§ 8

1. In the event of a loss or becoming aware of a loss, the policyholder is obliged to notify ERGO Hestia immediately. The notification should be made by calling the telephone number indicated in the policy or by using the form on the website www.szkody.org.
2. In the case of an event, the policyholder is obliged to use all means at their disposal to rescue the equipment and prevent a loss or reduce its extent.
3. ERGO Hestia will, within the limits of the sum insured, reimburse the costs incurred as a result of the measures referred to in point 2, provided that such measures were appropriate, even if they proved ineffective.
4. In the case of an event covered by insurance, the policyholder is obliged to contact CAC, acting on behalf of ERGO Hestia, or ERGO Hestia directly, and provide:
 - 1) full name,
 - 2) mailing address and address of the equipment's location,
 - 3) policy number and date of issue,
 - 4) telephone number at which the policyholder or a person designated by them can be contacted,
 - 5) brief description of the event, date of the loss and type of assistance required.
5. In addition, the policyholder is obliged to:
 - 1) deliver the insured equipment, within 7 days of reporting the loss, to the repair point indicated by CAC, provided that the weight of the equipment does not exceed 10 kg,
 - 2) make the insured equipment which has suffered the loss available, within the time limit agreed with CAC, for repair, expert assessment or delivery to the repair point, if the weight of the equipment exceeds 10 kg or if the damaged equipment is built-in, or hand over the equipment to a courier,
 - 3) make no alterations to the insured equipment,
 - 4) in the event of loss of insured equipment as a result of burglary or robbery:
 - a) immediately report the loss to the police and obtain a written certificate from the police confirming the loss of the insured equipment and the cause and circumstances of the loss, including information about the equipment lost in the burglary or robbery, such as the brand and model,
 - b) deliver to CAC, within 14 days of reporting the loss, a copy of the certificate referred to in point (a) above,

- 5) submit to CAC documentation confirming the repair of the insured equipment (not organised by CAC) issued by the repair point that repaired the equipment – in the event of reporting another loss to the insured equipment where the previously reported loss consisted of damage to the same piece of equipment or was loss of the same type, and compensation in the amount of the repair costs of the equipment was paid for this loss,
 - 6) enable ERGO Hestia to determine the circumstances and extent of the loss,
 - 7) provide additional documentation to substantiate the claim by providing, at the request of CAC, photographs of the damaged insured equipment.
6. In the case of the policyholder's breach, due to wilful conduct or gross negligence, of the obligations referred to in points 1 to 5 above, ERGO Hestia will refuse to pay compensation in whole or in part if the breach of the obligations contributed to the occurrence or size of the loss, determining the cause or circumstances of the event and the amount of the compensation.
 7. The policyholder is obliged to collect the equipment returned from the repair point within 30 days of the date of notification of the decision to reject the claim. After this period, the equipment will be sent for disposal, unless the parties agree otherwise.
 8. If ERGO Hestia's liability is recognised, the damaged equipment or its parts previously delivered to the repair point, as referred to in points 5(1) and (2) above, will be sent for disposal.
 9. In the event of sale of the equipment, the obligations and rights of the policyholder arising from the insurance cover may be transferred to the buyer of the equipment without the consent of ERGO Hestia. The transfer of rights under the insurance contract requires that ERGO Hestia should be informed of the purchase of the equipment by the new owner of the insured equipment at the latest when reporting loss to the insured equipment.

Determining the size of loss, payment of compensation

§ 9

1. The size of loss in the event of compensation being paid in the amount of equipment repair costs is determined according to market prices of:
 - 1) labour,
 - 2) spare parts,
 - 3) travel expenses of repair point employees (applies to equipment weighing more than 10 kg and built-in equipment),
 - 4) transport to and from the repair point, if equipment weighing more than 10 kg needs to be transported to the repair point,
 - 5) expert assessment carried out for the purpose of determining the extent of damage and the costs of repairing the insured object, as well as determining the potential justification for covering the costs of replacing the equipment referred to in point 2 below.
2. In the event of a total loss, at the policyholder's discretion, the amount of compensation is determined based on the costs incurred for replacement with new equipment or the purchase price of new equipment on the date of determining the compensation.
3. In the event of flooding of equipment insured under the Full Cover or Accidental Damage option reported to ERGO Hestia or CAC more than 7 days from the date of the loss, ERGO Hestia only covers the costs of drying and cleaning the equipment, no more than PLN 300.
4. ERGO Hestia only covers the repair costs, determined on the date of the loss, necessary to restore the proper functioning of the insured equipment.
5. The amount of the costs of repairing a failure, accidental damage to equipment or replacing equipment lost as a result of burglary or robbery, as specified in points 1 to 2 above, may not exceed the sum insured, which is the maximum limit of ERGO Hestia's liability.
6. ERGO Hestia is obliged to pay the benefit within 30 days from the date of receipt of the notification of the event.
7. If it proves impossible to clarify the circumstances necessary to determine ERGO Hestia's liability or the amount of the benefit within 30 days, the benefit should be paid within 14 days from the date on which it was possible, with due diligence, to clarify these circumstances; however, ERGO Hestia pays the undisputed part of the benefit within 30 days.
8. If the policyholder chooses claim handling consisting in organising and covering the costs of repair or replacement of equipment with new equipment, ERGO Hestia's benefit consists in repairing or replacing the equipment with new equipment.
9. The sum of money paid by ERGO Hestia may not exceed the amount of the loss incurred.

Lodging and processing complaints

§ 10

1. Policyholders and persons seeking insurance cover may lodge complaints regarding the services provided by ERGO Hestia as follows:
 - 1) through an online form available at: www.ergohestia.pl/kontakt, or
 - 2) at the electronic delivery address AE:PL-58185-26619-SWDBT-23, or
 - 3) by phone – via the Claims Authorisation Centre hotline at: 58 766 32 62, or
 - 4) in writing to the address of the Claims Authorisation Centre: Centrum Autoryzacji Szkód, Al. Grunwaldzka 472F, 80-309 Gdańsk, or
 - 5) in writing to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot,
 - 6) verbally or in writing – during a visit to an ERGO Hestia office.
2. Complaints are processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
3. A reply to a complaint will be sent immediately, within 30 days from its receipt, in writing or by email if so requested by the complainant.
4. In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. In the event that the time limit for replying to a complaint needs to be extended, the complainant will be notified of it within the 30 days.
5. Complainants may, in non-standard cases, refer to ERGO Hestia's Customer Ombudsperson through the online form available at: www.ergohestia.pl.
6. Complainants may request that the case be examined by the Financial Ombudsman www.rf.gov.pl.
7. The policyholder or other persons entitled under the insurance contract who are a consumer may also seek assistance from the local District/ Municipal Consumer Ombudsperson.

Personal Data Controller's Statement

§ 11

1. The personal data controller is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter referred to as "ERGO Hestia"). The data subject who is a natural person may contact the personal data controller:
 - 1) in writing at ul. Hestii 1, 81-731 Sopot;
 - 2) at the electronic delivery address AE:PL-58185-26619-SWDBT-23, or
 - 3) by phone at: 801 107 107 or 58 555 55 55.
2. The personal data controller has appointed a data protection officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing. The data subject may contact the data protection officer:
 - 1) in writing at ul. Hestii 1, 81-731 Sopot;
 - 2) at the electronic delivery address AE:PL-58185-26619-SWDBT-23, or
 - 3) by email at: iod@ergohestia.pl;
 - 4) using the contact form in the Personal Data Protection section at www.ergohestia.pl.
3. The personal data controller processes personal data for the following purposes:
 - 1) insurance risk assessment in order to present an insurance offer, conclude an insurance contract or provide insurance cover – we will use profiling for these purposes and to determine the premium amount. Decisions will be made on the basis of data collected during the process of concluding an insurance contract or providing insurance cover (in the case of distance contracts, these decisions will be made automatically – without human intervention). Decisions will be based on an automatic assessment of the insurance risk of concluding a contract with you. For example, the more claims there have been in the insurance history, the greater the insurance risk may be and, therefore, the insurance premium may be higher. In the event of renewal of the insurance contract for another period, decisions will be made automatically (without human intervention), based on data collected during the conclusion and performance of the original insurance contract. Subject to separate consent, data obtained through Biuro Informacji Kredytowej and Krajowy Rejestr Długów may also be taken into account in the assessment of insurance risk;
 - 2) performance of the insurance contract, including the performance of insurance activities related to the handling of claims. In the event of a claim, profiling is used to determine the claim handling path. Decisions on the choice of the claim handling path will be made on the basis of data collected during the claim reporting process and loss data contained in the personal data controller's databases. For example, if no claims have been reported under a given policy in the last year, it is likely that the claim will be handled in a simplified manner, i.e. without the need for an inspection of the vehicle or property by an ERGO Hestia representative;
 - 3) risk reinsurance;
 - 4) enforcement of claims;
 - 4) direct marketing of own products and services of the personal data controller – we will use profiling for direct marketing of own products and services. This means that we will use your data to create a marketing profile in order to present offers tailored to your needs;
 - 5) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
 - 6) processing of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
 - 7) compliance with the obligations of the personal data controller in connection with sanctions imposed under applicable regulations of the United Nations, the European Union or the United States of America;
 - 8) analytical and statistical purposes.
4. Legal basis of the processing of personal data:
 - 1) the processing of personal data is necessary for the assessment of insurance risk, the conclusion of an insurance contract or the provision of insurance cover, the performance of an insurance contract, reinsurance of risks;
 - 2) legitimate interest pursued by the personal data controller, including direct marketing of own products and services of the controller, enforcement of claims under the concluded insurance contract, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the provision of cover and the conclusion of an insurance contract, analytical and statistical purposes;
 - 3) legal obligation of the personal data controller (under national and international law, including European Union law);
 - 4) legitimate interest pursued by a third party, i.e., the parent entity in the Munich Re group of companies (of which the personal data controller is a member) as an entity directly obliged to apply sanctions imposed by the United States of America and to ensure compliance by related parties;
 - 5) consent if given voluntarily.
5. Personal data may be disclosed to: reinsurers, medical service providers, other insurers in the event of separate consent given in order to assess the insurance risk and determine the entitlement to benefits and their amount, other entities in the event of separate consent given for the purpose of direct marketing of their products and services, other personal data controllers in the case of legitimate interest pursued by the data controller, entities processing personal data on behalf of ERGO Hestia, including IT service providers, entities processing data for the purpose of debt collection, providing archiving services, conducting insurance claims handling proceedings, entities organising or performing activities related to risk assessment or insurance claims handling proceedings, insurance agents.
6. ERGO Hestia will transfer your personal data to recipients in non-European Economic Area countries only if necessary for the performance of a concluded insurance contract. ERGO Hestia will ensure an adequate level of protection for the data transferred, primarily through cooperation with data processors in countries for which a relevant decision has been issued by the European Commission; the use of standard contractual clauses issued by the European Commission. For information on how to obtain copies of these safeguards or where they are available, please contact the personal data controller or the data protection officer.
7. The persons whose personal data are processed by ERGO Hestia have the following rights in connection with the processing:
 - 1) the right of access to their personal data;
 - 2) the right to rectification, erasure or restriction of processing of their personal data;
 - 3) the right to object to the processing of personal data to the extent that such personal data are processed for the purposes of direct marketing including profiling;
 - 4) the right to portability of personal data, i.e. the right to receive the data from the controller in a structured, commonly used and machine-readable format and the right to transmit those data to another controller;
 - 5) the right to lodge a complaint with a supervisory authority responsible for personal data protection;
 - 6) the right to withdraw consent which does not affect the lawfulness of processing before its withdrawal;
 - 7) in the case of automated decision-making, the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and the right to human intervention to have your data re-analysed and an individual decision made.

8. To exercise any of the rights defined in point 7, please contact the controller or the personal data officer
9. If an insurance contract is concluded or insurance cover is provided, personal data will be stored until the expiry of claims in respect of the insurance contract or the expiry of the record retention obligation under the law, in particular the obligation to maintain accounting evidence of the insurance contract. If no insurance contract is concluded or no insurance cover is provided, personal data will be stored until the expiry of claims in that regard. Where relevant consent is granted, personal data will be used for the purposes stated in such consent (e.g., for purposes of marketing) until the consent is withdrawn. Data will be processed for analytical and statistical purposes for a period of 12 years after the termination of the insurance contract.
10. The provision of personal data is necessary for the assessment of insurance risk, the conclusion of an insurance contract or provision of insurance cover and the performance of an insurance contract. Without the provision of personal data, it is not possible to conclude an insurance contract or provide insurance cover. The provision of personal data for any purposes other than those listed above, e.g., for marketing purposes, is voluntary.

Final provisions. Sanctions

§ 12

1. All notifications and declarations of the parties to the insurance contract should be made in writing, subject to point 3 below.
2. The parties are obliged to inform each other about any change of residence address or address of registered office and any contact details and any means of remote communication (telephone, email) provided for sending of notifications and declarations.
3. In the policy, the parties may agree that notifications and declarations made by the parties to the contract will be delivered to the other party by email, SMS text message or during a telephone conversation, respectively to: the email address indicated by the parties, the ERGO Hestia/CAC hotline number or the mobile or landline number indicated by the policyholder. The delivery of notifications and declarations in these forms may be introduced at any time – at the request or with the consent of the policyholder, together with the provision of their address or telephone number.
4. Insurance contracts are concluded under Polish law.
5. Disputes arising out of an insurance contract are resolved according to Polish law.
6. A legal action for a claim under an insurance contract may be brought by either party to the insurance contract in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence or registered office of the policyholder or beneficiary under the insurance contract.
7. A legal action may also be brought by either party to the insurance contract in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence of an heir to the policyholder or an heir to a beneficiary under the insurance contract.
8. Both parties to the insurance contract may refer any disputes to arbitration.
9. Any disputes arising out of the insurance contract between the policyholder or other beneficiary under the insurance contract who is a natural person and ERGO Hestia may be examined by way of out-of-court proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, as an entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on handling complaints by financial market entities and on the Financial Ombudsman.
10. Considering that insurance contracts concluded by ERGO Hestia cannot be used to clear transactions subject to sanctions, prohibitions and restrictions under international or national law (“Sanctions”), including Sanctions imposed by the European Union, the United Nations or the United States of America, ERGO Hestia will not be considered a provider of insurance cover or obliged to pay any claim or ensure or provide any benefit in connection with insurance cover to the extent that the provision of insurance cover, payment, or ensuring/providing other benefits in connection with the insurance cover could result in a violation of any of the aforementioned Sanctions, provided that compliance with such Sanctions is not in conflict with any laws applicable to ERGO Hestia.
11. Insurance of equipment is not a guarantee of product quality at the time of sale within the meaning of Articles 577-581 of the Civil Code, nor does it constitute a guarantee for defects within the meaning of Articles 556-576 of the Civil Code.