



Everything about Moja Firma insurance



Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Account Manager.

We ensure comprehensive service by one Agent.

3

iHestia.

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

4

Confidence of top market players.

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

5

Over 30 years of experience.

We anticipate situations that may happen to our Customers.

6

The highest quality of loss adjustment.

We adjust your loss based on a transparent procedure.

7

Complaint management.

We listen to our Customers and analyse complaints.

8

ERGO Hestia Customer Ombudsperson.

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

Why is Moja Firma a good choice?

- ✓ you insure both your personal and business property
- ✓ you renew all insurance at once
- ✓ you get a single policy and General Terms and Conditions of Insurance
- ✓ you can select from among three insurance options – from protection against most frequently occurring events to All Risk insurance

What do you insure in Moja Firma?

- ✓ vehicle
- ✓ vehicle's equipment
- ✓ luggage and external cargo carriers
- ✓ automotive third-party liability
- ✓ health and life of the driver and passengers (personal accident insurance of the driver and passengers)

What can you insure yourself against in Moja Firma?



Loss, Damage, Destruction or Theft of the Vehicle (Motor Hull Insurance)

The insurance covers:

- ✓ collision of vehicles
- ✓ damage to the vehicle, e.g., as a result of hitting a tree, kerb or pothole
- ✓ damage to the vehicle caused by animals
- ✓ fire, including self-ignition, explosion, sinking of the vehicle
- ✓ damage to the vehicle as a result of vandalism
- ✓ damage to the vehicle by transported sports equipment
- ✓ theft of a part or whole of the vehicle

The insurance offers loss adjustment in cooperation with selected garages, recommended by ERGO Hestia.

All Risk protection also covers liability for loss inside the vehicle unintentionally caused by the driver, passengers or transported cargo, as well as loss occurring as a result of short-circuit without signs of fire.

The insurance also covers **the costs of making copies of keys** in case of their loss or destruction.

You can insure **more than one vehicle** under a single policy, including both your business and private vehicles. You do not need to specify the purpose of the vehicles.

Under Motor Hull Insurance we also protect **additional equipment** – additional devices and elements installed in your vehicle, e.g., DVD player, satellite navigation, seat for transportation of children.

Fixed Sum Insured is another supplementary component of Motor Hull Insurance, where the loss adjustment is based on the market value of your vehicle as at the date of concluding the contract irrespective of loss. The compensation paid will not be deducted from the sum insured.



Personal Accident of the Driver and Passengers

The insurance covers:

- ✓ disablement, e.g., broken arm, twisted joints, loss of sight
- ✓ cost of treatment at a hospital, medical examinations, outpatient procedures and surgeries
- ✓ costs of purchase of the necessary medications, wound dressings and orthopaedic devices
- ✓ death of the driver or passengers of the vehicle
- ✓ temporary loss of ability to work or study

Protection also during embarking and disembarking from the vehicle and during current maintenance – e.g., when you get gas, wash or clean your vehicle.

The table of degrees of disablement clearly and precisely determines the amount of benefit.



Third-Party Liability for Motor Vehicle Owners

This insurance covers **financial consequences of damage** to property or personal injury caused by the driver of the vehicle.

If you participate in a collision caused by another person, you can report a loss directly to ERGO Hestia, without the necessity to contact the insurer of the offender (**Direct Loss Adjustment**).

Together with the mandatory TPL insurance of the vehicle owner, you can buy additional insurance covering towing of the vehicle, a courtesy car, legal advice over the phone. We will repair or replace your damaged car window, regardless of the cause of damage (All Risk).

What additional coverage options do you have in Moja Firma?



Car Assistance – we will arrange and cover the costs of providing immediate assistance 24 hours a day, 7 days a week, also in front of your house, e.g., towing of the vehicle, a courtesy car, help in the case of tyre failure or battery discharge.



Coverage against the Loss of No-Loss Discount on Motor Hull Insurance – when concluding a new Motor Hull Insurance contract with ERGO Hestia, you will retain your discounts for no-loss insurance history despite one loss.



Luggage and Cargo – we protect your personal and professional assets, such as a phone, tablet or keys, as well as working capital assets and cash against loss and destruction. We protect luggage of your close ones and third parties. The protection also covers luggage transported inside a vehicle and in external cargo carriers.



Travel – insurance around the year which covers both personal and business international travel, including the cost of treatment, rescue and medical transport.



Legal Protection – you get legal assistance with representation in litigation in case of defence of legal interests relating to the possession and use of the vehicle. The protection covers the Insured, his/her relatives and employees who are passengers or drivers of the vehicle.

What is iHestia?

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

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

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



Loss report

You will get a clear summary and access to the information on the course of the loss adjustment. You can also report a loss by phone: +48 58 550 70 12 (for Travel Insurance) or using the contact form available at www.ergohestia.pl.



Configuration of coverage or purchase of insurance

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



Managing a concluded contract

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



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



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



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



Important!

You can also contact ERGO Hestia by filling in the forms available at www.ergohestia.pl.
We will make sure that your question reaches the competent recipient.



General Terms and Conditions of Moja Firma Motor Insurance

C-MF-K-01/23

Table of contents

Information table governing the issues listed in Article 17 section 1 of 11 September 2015 on insurance and reinsurance activity	10
I. Scope of liability of ERGO Hestia	18
Motor Hull Insurance (Autocasco)	19
Personal Accident Insurance of the Driver and Passengers	21
Third-Party Liability Insurance for Motor Vehicle Owners and additional insurance	22
Car Assistance Insurance	25
Luggage and Cargo Insurance	30
Travel Insurance	31
Legal Protection Insurance	33
General exclusions of ERGO Hestia from liability	35
II. Sums insured and policy limits	37
III. Obligations of the Customer/the Insured	39
Motor Hull Insurance (Autocasco)	39
Personal Accident Insurance of the Driver and Passengers	40
Legal Protection Insurance	40
IV. Reporting a loss, determining the extent and amount of compensation	41
Motor Hull Insurance (Autocasco)	41
Personal Accident Insurance of the Driver and Passengers	45
Luggage and Cargo Insurance	46
Legal Protection Insurance	46
V. Insurance premium	47
VI. Termination of the contract	48
VII. Final provisions. Sanctions	48
Appendix 1	51

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

Name of the insurance	Template unit number	
	Criteria of payment of compensation and other benefits or the insurance surrender value:	Limitations and exclusions of liability of the insurance company allowing it to refuse or reduce the payment of compensation and other benefits:
Common for all insurance		§ 26, § 27, § 28, § 34, § 35 par. 2, § 36 par. 4
Motor Hull Insurance	§ 4 par. 1, § 4 par. 7, § 5, § 42 par. 2	§ 4 par. 3, § 6, § 39 par. 3–5, § 40 par. 2, § 41 par. 2–4, § 43 par. 3, § 44, § 46 par. 1–2, § 46 par. 4
Personal Accident Insurance of Drivers and Passengers	§ 7 par. 1–2, § 48 par. 1, § 48 par. 6–7	§ 8, § 48 par. 3–4, § 48 par. 6, § 49 par. 2 § 50 par. 1, § 51 par. 2
Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	§ 9 par. 1–2, § 10, § 11 par. 1 pkt 1–2, § 11 par. 1 pkt 5–7, § 12	§ 9 par. 2, § 13
Car Assistance	§ 14 par. 1, § 15	§ 16 par. 1–3
Luggage	§ 17	§ 18, § 51 par. 2
Legal Protection	§ 19 par. 3–5, § 20 par. 1, § 20 par. 4–5	§ 19 par. 5, § 21
Common for all insurance	§ 22 par. 1, § 52 par. 4	§ 22 par. 3, § 24 par. 3–4, § 25, § 52 par. 1–2, § 52 par. 6–7

§ 1

1. In this document, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office in Sopot (hereinafter referred to as “ERGO Hestia”) describes the terms and conditions under which the Customer and ERGO Hestia shall enter into an insurance contract.

The document shall also be binding on the insured persons, if they are not a party to the insurance contract (Customer).

2. Who is the controller of your personal data?

The controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter referred to as “ERGO Hestia”).

Mailing address: ul. Hestii 1, 81-731 Sopot

Telephone: 801 107 107 or 58 555 55 55

3. Who is the data protection officer?

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.

Contact details of the data protection officer.

Mailing address: ul. Hestii 1, 81-731 Sopot

Email: iod@ergohestia.pl

4. What are the purposes of processing your personal data?

Your personal data are processed for the following purposes:

- 1) conclusion and performance of a contract, presentation of an insurance offer – profiling is used to determine the insurance premium. Decisions related to profiling will be made on the basis of data collected in the process of creating an insurance offer and concluding a contract, information obtained through the Insurance Guarantee Fund, Insurance Database, Central Vehicle Register, Central Driver Register, Central Statistical Office, Data Wise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the databases indicated above will be relevant to the assessment of the risk in question. For example, the more loss has occurred in the insurance history, the higher the insurance risk may be and therefore the insurance premium may be higher. In the case of a loss report, profiling is used to determine the loss adjustment path. Decisions on the loss adjustment path will be made on the basis of the data collected during the loss reporting process and the loss data contained in the personal data controller’s databases. For example, if no loss has been reported under a given policy in the last year, it is likely that the loss will be handled in a simplified procedure, i.e., without an examination of the vehicle or property by an ERGO Hestia representative;
- 2) assessment of insurance risk by automated means, including profiling – in the case of taking out an insurance contract in the direct model, i.e., online, and in the case of automatic renewal of third-party liability insurance, we will use profiling for the purpose of risk assessment in order to determine the amount of the insurance premium.

In the case of automatic renewal of third-party liability insurance, profiling decisions will be made on the basis of an automated assessment of the data resulting from the previous insurance contract. The data significantly influencing the insurance risk include the number of losses.

The more loss has occurred, the higher the insurance premium may be. Decisions will be based on profiling, i.e., the automated assessment of the insurance risk of entering into an insurance contract with you. In connection with automated decision-making, you have the right to obtain the explanation of the grounds for the decision, to contest the decision, to express your point of view, and to obtain human intervention (to have your data analysed and a decision made by a human).

In order to determine the amount of the insurance premium in the case of the conclusion of an insurance contract via the Yanosik app, profiling is used and automatic decisions are made related to the assessment of the safety of driving. Decisions will be made on the basis of an assessment of your driving style, monitored via the app. For example, the more loss there has been in the insurance history or the more dynamic the driving style of the person whose data are being processed, the higher the insurance risk may be and therefore the insurance premium may be higher;

- 3) verification and ensuring the correctness of the identification details in the process of conclusion and performance of the insurance contract, in the case of:
 - a. vehicle insurance: data extracted from the Central Vehicle Register and the Central Driver Register include: data on the vehicle, its owners and holders, as follows:
 - for natural persons: personal identification number (PESEL) or document number (in the case of foreign nationals), first name, surname, address, data on driving licence – data on traffic offences;
 - for natural persons carrying out a business activity: name, company registration number (REGON), registered business address;
 - b. data on natural persons carrying out a business activity: data may be collected from the Central Statistical Office, the Central Register and Information of Business Activity and the National Court Register, including: name, NIP, REGON, PKD, registered address of the business activity, form of business activity and date of its commencement;
- 4) risk reinsurance;
- 5) enforcement of claims – in justified cases, with regard to due amounts receivable arising from insurance contracts, ERGO Hestia will, after an unsuccessful collection process, decide to transfer them to another entity;
- 6) direct marketing of own products and services of the personal data controller – profiling will be used for direct marketing of own products and services;
- 7) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
- 8) handling of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
- 9) 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;
- 10) the performance of a contract for the provision of services by electronic means (if concluded, the relevant provisions are to be found in the terms of service);
- 11) related to the servicing of customers and callers via the helpline – your personal data may be processed in the form of a recording of the call;
- 12) protecting the security of persons and property where the data controller uses video surveillance;
- 13) analytical and statistical purposes.

5. What is the legal basis for processing your personal data?

The legal basis of the processing of personal data is as follows:

- 1) as necessary for the conclusion of an insurance contract, provision of insurance coverage, performance of the insurance contract;
- 2) legitimate interest pursued by the personal data controller, including direct marketing of own services, enforcement of claims, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the conclusion of an insurance contract, protection of property;
- 3) legal obligation of the personal data controller (under national and international law, including European Union law) – processing for the purpose of complying with legal obligations including, among others, processing on the basis of accounting regulations, handling complaints related to reporting to public authorities, including supervisory authorities, and other entities to which ERGO Hestia is obliged to report;
- 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.

6. To whom will your personal data be disclosed?

Your personal data may be disclosed to:

- 1) personal data processors contracted by ERGO Hestia, including without limitation IT service providers (including, among others, cloud service providers), processors responsible for debt enforcement, providers of record filing services, providers of insurance claim adjustment services, insurance agents – these entities process data on the basis of a contract with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurers,
- 3) medical service providers,
- 4) other insurers in the event of separate consent given,
- 5) other entities in the event of separate consent given,
- 6) other personal data controllers in the case of legitimate interest pursued by the data controller.

If you have given your consent, your data may be disclosed to other insurance companies for the purposes of insurance risk assessment and to entities in the ERGO Hestia group for the purposes of direct marketing of their products and services.

Transfer of data outside the European Economic Area

The data controller will transfer your personal data to recipients in non-European Economic Area (EEA) countries only if necessary and will ensure the adequate protection of such data. Data will be transferred to a third country which ensure an adequate level of data protection according to a European Commission decision or using standard contractual clauses approved by the European Commission. Recipients of the data in third countries may be state authorities legally designated to collect data about the incident or to carry out proceedings related to the reported incident in that country, or entities providing assistance services or other services in that country to assist the injured person or to limit the consequences of the loss. The transfer of data will only take place provided that it is necessary for the performance of a contract between the data subject and the controller, the performance of a contract concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, exercise or defence of claims. Subject to the data protection principles described above, the data controller may outsource certain services or IT functions to service providers established outside the EEA. You may request further information about how to obtain a copy of such protection and where it has been made available.

7. What are your rights in relation to the processing of your personal data?

- 1) the right to withdraw consent – to the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent shall not affect the lawfulness of processing based on the consent before its withdrawal;
- 2) the right of access to personal data (information about the processed data, copies of the data) and the right to rectification (amendment), erasure or restriction of processing;
- 3) the right to object to the processing of personal data – you have the right to object to the processing of your personal data to the extent that such personal data are processed on the basis of legitimate interests of the controller. In particular, you have the right to object to the processing of your data for the purposes of direct marketing and profiling;
- 4) the right to portability of personal data – you have the right to data portability, 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) for automated decision-making, you have 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 obtain human intervention (to have your data analysed and a decision made by a human).

To exercise any of the rights defined above, please contact the controller or the personal data officer. The contact details are presented in points 1 and 2 above.

8. Other information

How long will your personal data be stored?

If an insurance contract is concluded or insurance coverage 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 coverage 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 stored for analytical and statistical purposes for a period of 12 years after the termination of the insurance contract.

Information on the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk; without the provision of personal data, it is not possible to conclude an insurance contract, to present an offer, to carry out claim adjustment.

Where the provision of personal data is necessary to process a complaint, failure to provide personal data will result in the complaint not being processed.

The provision of personal data for marketing purposes is voluntary.

§ 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?
Act on Third-Party Liability Insurance	Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau
Additional equipment of the vehicle	Equipment and components of the vehicle non-installed upon 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), spoilers and overlays, titles and advertising stickers, dedicated body adhesives, bull bars, devices for adapting the vehicle to be used by a person with disabilities (other than devices for adapting a vehicle to be driven by a person with disabilities) and seats for children transportation
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³
Alternative parts	Parts whose manufacturer certifies that they are of the same quality as the original components of the given vehicle type
Appropriation	Treating someone else's movable property or someone else's property rights previously held by the appropriator as own property or property rights
ASC	Authorised service centre for vehicles of particular brands
Basic equipment of the vehicle	a) equipment and components of the vehicle fitted to the vehicle by the manufacturer or which are original parts of the vehicle manufacturer which comply with the provisions concerning the approval rules for a given brand, type, vehicle model; b) anti-theft devices, gas supply systems, light alloy wheels, tow bar, CD-radio players; c) devices for adapting a vehicle to be driven by a person with disabilities
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰ – 0.5‰ or the concentration of alcohol in breath amounts to 0.1 mg – 0.25 mg per 1 dm ³
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from the premises (also from a car boot, a caravan, a camper, a vessel cabin), after prior removal of security by force or opening the entrance using tools or a tailored or fake key or the original key held by the offender, obtained as a result of a criminal offence. Burglary shall also be damage to the object of insurance, having a direct connection with the execution of or attempted burglary
Chronic disease	Medical condition characterised by slow development and long course, which requires treatment according to medical recommendations or is treated continuously or periodically over 12 months before the insurance contract was concluded, during which the symptoms may periodically flare up or recede

TERM	WHAT DOES IT MEAN?
Country of residence	The country where the Insured: a) is covered by social security or health insurance (other than during residence for educational purposes); or b) resides without interruption (other than travel under 30 days) for at least 1 year and which is the centre of the Insured's personal and professional life
Courtesy car	Any car owned by an entity professionally involved in the rental of vehicles, consistent with the vehicle class based on the following segmentation: a) for the insured vehicle: 1/ B-segment passenger car — for insured vehicles from segments A, B, C, motorcycles, and motors; 2/ C-segment passenger car — for insured vehicles from D segment; 3/ D-segment passenger car — for insured vehicles from segments above D; 4/ commercial truck with technical parameters approximating the technical parameters of the truck indicated in the insurance contract; b) for the vehicle which participated in the collision of vehicles caused by the driver of the insured vehicle – a vehicle of the same segment
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 to a degree higher than infinitesimal
Customer	Any natural person concluding the insurance contract (the Policyholder)
Dangerous professions	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction work associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater work, fishing, work on a ship, in the mining industry (workers employed at platforms, mining), as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard
Deductible	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Documentation of the vehicle	One of the following documents: a) vehicle registration certificate; b) vehicle card (if issued); c) permit for the vehicle's participation in road traffic (for vehicles not subject to registration); d) temporary permit issued by the competent registration authority
Domestic partnership	An informal union of two people living together in the same household. Individuals in a domestic partnership must not be related by blood, affinity or adoption
Emergency Centre	The organiser providing assistance services on behalf of ERGO Hestia
ERGO Hestia representative	Any ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorised by such agent
Europe	The territory of Albania, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Moldova, Malta, Monaco, Montenegro, North Macedonia, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Vatican City, and the European part of Russia, Turkey and Kazakhstan
Eurotax	Computer system, created by Autovista Polska sp. z o.o., designed for the measurement of the market value of vehicles
Event	a) loss, destruction or damage — in Motor Hull Insurance, Car Assistance Insurance; b) a personal accident — in Personal Accident Insurance of the Driver and Passengers; c) a future and uncertain sudden event beyond control of the Insured, causing a loss covered by the scope of insurance – in Window Insurance and Luggage and Cargo Insurance
Extreme sports	Aerodium, balloon/airship, base jumping, bobsleigh, boxing, capoeira, canyoning, American football, heliboarding, heliskiing, house running (rap sliding), half pipe, sea kayaking, whitewater kayaking, karting, cycling – marathon, cycling – trial, mountain biking, gliding/motogliding, aviation – airplane, sailplane, helicopter, freeride Alpine skiing, diving up to 40 m, off piste skiing/snowboarding, paragliding/motoparagliding, rafting, rock boarding, rocket jumping, rugby, ski mountaineering, skitouring, ski jumping, bungee jumping, speleology, motorsport (other than racing), parachuting, freeride snowboarding, martial arts, tree climbing, gyroplane (autogyro), mountaineering up to 5300 m above sea level excluding the territory of Antarctic, Arctic, Greenland or Alaska, jungle, bush, desert, glacial or snow zone, pole expedition
Failure	Any malfunction of the vehicle caused by mechanical, electrical, electronic or hydraulic damage, preventing travel in the vehicle. The necessity to supplement consumables, current and periodic maintenance, delivery and installation of accessories shall not be considered as a failure
Fire	Fire that escaped outside of the furnace or arose without the furnace and is capable of spreading around

TERM	WHAT DOES IT MEAN?
Fortuitous events	<ul style="list-style-type: none"> a) rescue operations — actions taken to prevent loss threatening directly or to mitigate its effects or to save the life or health of the Insured or his/her relatives, if these measures were appropriate to the circumstances; b) smoke and soot — suspension of particles in gas being a direct result of: <ul style="list-style-type: none"> 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; 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 — the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; 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 – presence of liquid in a house, apartment, summer cottage, house in construction, outbuilding, or garden architecture leading to the occurrence of loss, resulting from: <ul style="list-style-type: none"> 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/ taps or other valves in other devices in the water supply, sewage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken, cracked or unsealed aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the system or building; <p>In Luggage and Cargo Insurance, flooding is considered by ERGO Hestia to be any liquid damage to insured luggage and cash resulting from the aforementioned causes;</p> t) subsidence
High-risk professions	<p>Professions involving physical work, that is: industrial worker, machine and device operator or assembly worker, farmer, gardener, forester, driver, construction and repair worker; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids</p>
High-risk sports	<p>BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, hydrospeed (in the territory of Europe), horse riding, snow scooters, motor yachts, kayaking, kitesurfing, cycling – crosscountry, track cycling, bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoering, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sailing</p>
Immobilisation of the vehicle	<p>A vehicle condition that prevents its use as a result of:</p> <ul style="list-style-type: none"> a) battery discharge; b) traction battery discharge (on an electrically-powered vehicle); c) loss, damage or locking inside the vehicle of keys or other equipment used for opening and starting the vehicle; d) the lack of air in a tyre; e) the lack of or incorrect fuel in the vehicle's tank, as well as the freezing of fuel in the vehicle's tank; f) being stuck (i.e., unable to drive out without assistance) at the roadside of a public road
Info-Ekspert	<p>Computer system, created by Info - Ekspert Sp. z o. o., designed for the measurement of the market value of vehicles</p>
Loss	<p>Damage to property or other damage caused directly by an event covered by the insurance contract</p>

TERM	WHAT DOES IT MEAN?
Luggage	<ul style="list-style-type: none"> a) any objects located outside the place of residence, used by the Insured or his/her relatives who live in the same household, in their everyday life; b) any objects located outside the place of residence or place of business of the Insured, held temporarily by the Insured if they were rented or lent for use by the employer or another organisational unit. The lending party must confirm the lending in writing; c) any objects located outside the place of residence or place of business of the Insured, used for the business of the Insured; d) if luggage is carried in external luggage racks, the external luggage rack is also considered to be luggage
Market value of the vehicle	The vehicle's value including VAT (gross), 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
Monetary values	<ul style="list-style-type: none"> a) coins which do not constitute a valid legal tender; b) silver, gold, platinum in scrap or bars, c) precious, semi-precious stones, synthetic stones, pearls, amber, corals, which are not a utility product; d) checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash
Partnership network	A network of selected garages, which cooperate with ERGO Hestia. The list of current garages is published on the website: www.ergohestia.pl
Percentage of the body surface area	ERGO Hestia shall consider the surface of the victim's hand as a percentage of the body surface area taken into consideration when assessing the extent of frostbites or burns
Personal accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Production value	The sum of the cost of materials and commodities, labour and overheads incurred to produce a thing, net of the enterprise's mark-ups and margins
Relatives	Spouse, domestic partner, siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adopted and adoptive parent
Replacement value	Value which corresponds 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
Robbery	Seizure of property by use or threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured
Rolling	Unsupported movement of a vehicle due to sloping surface
Service life of the vehicle	<p>Period of time since the date of first registration of the vehicle 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:</p> <ul style="list-style-type: none"> 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 in the entire insurance period; b) to the date of loss — for the purposes of determining the amount of compensation
Service point	Garage or an authorised service centre (ASC) of the particular brand. A garage recommended by ERGO Hestia (in Windows Insurance)
Sinking	A situation in which the insured vehicle is immersed in liquid
Sudden illness	Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention
The Insured	Any natural person on whose account the Customer has concluded the insurance contract or who finances the insurance under a leasing contract. The Insured may be a person other than the Customer. In the case of a transfer of ownership of a vehicle, the Insured becomes the creditor to whom the transfer was made
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia

TERM	WHAT DOES IT MEAN?
Total loss	<p>a) in Option I of Motor Hull Insurance and Option II of Motor Hull Insurance if the Cost Estimate option is selected — theft of the vehicle 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) prices of:</p> <ol style="list-style-type: none"> 1/ alternative parts, 2/ necessary manpower, indicated by the vehicle manufacturer, 3/ man-hour rate of PLN 65. <p>If alternative parts are not available in Poland, the price of the original part applies, decreased by its wear and tear calculated in accordance with the table set out in § 41 section 2;</p> <p>b) in Options II and III of Motor Hull Insurance if the Partnership Network option is selected — theft of the vehicle or damage where the repair costs exceed 70% of the market value as at the date of loss (and for vehicles with the Fixed Sum Insured clause – 70% of the fixed sum insured); the repair costs are estimated according to the determined gross (i.e., VAT inclusive) prices of:</p> <ol style="list-style-type: none"> 1/ alternative parts, 2/ necessary manpower, indicated by the vehicle manufacturer, 3/ man-hour rate of PLN 110. <p>If alternative parts are not available in Poland, the price of the original part applies;</p> <p>c) in Options II and III of Motor Hull Insurance if the ASC option is selected — theft of the vehicle or damage where the repair costs exceed 70% of the market value as at the date of loss (and for vehicles with the Fixed Sum Insured clause – 70% of the fixed sum insured); the repair costs are estimated according to the determined gross (i.e., VAT inclusive) prices of:</p> <ol style="list-style-type: none"> 1/ prices of original parts of the vehicle's manufacturer; 2/ necessary manpower, indicated by the vehicle manufacturer, 3/ average man-hour rate in the manufacturer's authorised service centres (ASC) in the voivodeship (region) of the Insured's place of residence
Travel	Stay of the Insured away from the Republic of Poland and the country of residence
Vehicle	Any vehicle registered in Poland in accordance with the provisions of the Act of 20 June 1997 – Traffic Law
Vehicle use	<ol style="list-style-type: none"> a) the movement of a vehicle on public roads, from the moment of embarkation to disembarking, taking into account momentary stopping of the vehicle on the journey; b) operations of the driver or passengers of a vehicle with a view to its day-to-day operation, carried out in the immediate vicinity of the vehicle, which include: the collection of petrol at the petrol station, loading and unloading of the vehicle, washing and cleaning of the vehicle, and opening and closing of the vehicle doors, as well as a garage and house doors; c) driver's or passenger's repair of a vehicle on the journey to permit continuation of travel or access to the nearest workshop or service station
Vehicles illegally brought to the territory of Poland:	<p>Vehicles which:</p> <ol style="list-style-type: none"> a) were not delivered to the customs clearance or unreported; b) were brought to the territory of Poland without meeting the obligation to provide accurate information about the vehicle or the previous owners in the customs declaration
Vandalism	Any situation where a third party has deliberately destroyed or damaged insured property
Working capital assets	Materials, manufactured or processed finished products, work in progress, semi-finished products, commodities, goods purchased for resale, as sale support or related to the on-going activity of the enterprise, other than fixtures, fittings and furnishing, which are the property of the Insured

I. Scope of liability of ERGO Hestia

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

§ 3

1. Liability of ERGO Hestia shall start at the date and time specified in the insurance contract as the commencement of insurance period but not earlier than the day after the premium or its first instalment is paid.
2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of premium for the period in which the coverage was provided. In the absence of termination, the insurance contract shall expire at the end of the period for which the premium was outstanding.
3. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability of ERGO Hestia.

Motor Hull Insurance (Autocasco)

§ 4

1. Motor Hull Insurance shall cover loss, destruction of or damage to the vehicle, which has occurred suddenly, unexpectedly and beyond the control of the Insured, of a precarious and uncertain nature. The scope of coverage is specified in the insurance contract according to the following options:

OPTION	I loss of the vehicle		II loss of and damage to the vehicle			III All Risk	
		Cost Estimate	Partnership Network	ASC	Partnership Network	ASC	
Object of insurance	vehicle with basic equipment						
Partial loss	NO	YES	YES	YES	YES	YES	
Total loss	YES	YES	YES	YES	YES	YES	
Causes of events	a) collision of vehicles; b) sudden contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) the contact of sports equipment transported on the racks with objects or animals outside the vehicle; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent outside the vehicle; g) theft (including destruction of or damage to the vehicle directly related to the theft); h) viruses or hacking into the vehicle's electronic systems				All events which are not excluded from the scope of liability		
Territorial scope	Europe, Algeria, Morocco, Tunisia, Israel and Iran, subject to section 4						
Additional insurance							
Fixed Sum Insured	NO	NO	NO	NO	YES	YES	
Additional Equipment	NO	NO	NO	NO	YES	YES	
Replacement of Security Devices	NO	YES	YES	YES	YES	YES	
Parking the Vehicle after the Loss	YES	YES	YES	YES	YES	YES	
Coverage against the Loss of No-Loss Discount on Motor Hull Insurance	+	+	+	+	+	+	
Scope of services in the case of theft of the vehicle (sum insured PLN 2,000 for each service)							
Onward travel	YES	YES	YES	YES	YES	YES	
Courtesy car (up to 7 days) or Cash payment	YES	YES	YES	YES	YES	YES	
Accommodation (up to 3 days)	YES	YES	YES	YES	YES	YES	

YES – within the scope of insurance
 NO – not in the scope of insurance
 + coverage for payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 6 and § 26.
3. The courtesy car service after theft and the additional cash payment cannot be combined. The Insured may use one or the other throughout the period of the insurance coverage.

4. ERGO Hestia shall apply a deductible of PLN 1,000 for loss incurred in the territory of Belarus, Moldova, Russia and Ukraine. This shall not apply in situations where loss is caused by a collision of vehicles or sudden contact of the vehicle with persons, animals or objects outside the vehicle.
5. In the case of theft, the services included in the additional scope of insurance shall cover the arrangement and coverage of costs by ERGO Hestia to the extent described in § 15.
6. Insurance cover shall also be provided for loss caused as a result of:
 - 1) driving with doors open;
 - 2) driving with an open boot/bonnet;
 - 3) the boot/bonnet opening while driving and damaging part of the vehicle;
 - 4) driving under an overpass with a lower height than that provided for the vehicle.
7. The insurance cover under Option III of Motor Hull Insurance may cover the ceramic coating which was applied in the period not longer than 180 days prior to the commencement of the period of Motor Hull Insurance. The upper limit of liability for loss to the ceramic coating shall be PLN 5,000. Ceramic coatings shall be included in the insurance sum of the vehicle.

§ 5

Additional insurance indicated in the table in § 4 shall cover:

RODZAJ UBEZPIECZENIA	ZAKRES UBEZPIECZENIA
Fixed Sum Insured	A fixed sum insured in the entire insurance period regardless of the compensation paid; the loss adjustment is based on the market value of the vehicle as at the day of concluding the insurance contract regardless of the date of loss. In the case of purchase of the Fixed Sum Insured, the provisions of § 27 section 1 shall not apply, which means that in the case of occurrence of an event covered by the insurance, ERGO Hestia shall not deduct the amount of compensation paid from the sum insured
Additional Equipment	Covers loss of, destruction or damage to additional equipment of the vehicle as a result of causes indicated in the table in § 4
Replacement of Security Devices	Any situation in which we shall cover the costs of: <ol style="list-style-type: none"> a) making copies of keys or devices used for opening and starting the vehicle; b) replacement or recoding the locks or security devices; c) related to the loss of other items which allow the copying of keys (such as fuel filler caps locked with the same key); d) replacement of keys or other devices used for opening or starting the vehicle, lost or destroyed as a result of causes other than those indicated in the table in § 4.
Parking the Vehicle after the Loss	Coverage of parking costs incurred by the Insured with regard to the insured vehicle. Coverage of costs incurred shall be valid for the period from the date of loss to the date of first inspection by ERGO Hestia up to an amount of PLN 300 (gross)
Coverage against the Loss of No-Loss Discount on Motor Hull Insurance	At the conclusion of the next Motor Hull Insurance contract with ERGO Hestia, Coverage against the Loss of No-Loss Discount on Motor Hull Insurance ensures protection within the following scope: if one loss has been reported throughout the period of Motor Hull Insurance, the premium for the insured vehicle under the new contract with ERGO Hestia is calculated with retention of insurance continuation at the previous level

§ 6

Motor Hull Insurance shall not cover loss:

- 1) in the course of movement of vehicles:
 - a) not registered in Poland, if according to the provisions of Polish law there is a legal requirement of registering the vehicle;
 - b) without a 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;

- 2) as a result of theft of the vehicle or its parts, if:
- at the time of theft, the vehicle was not secured in the manner prescribed by its structure;
 - keys or devices used to open and start the vehicle or vehicle documents were not protected against unauthorised access, insofar as it has a causal relationship with the loss;
 - ERGO Hestia has not been presented with:
 - documents on the basis of which the vehicle was authorised for traffic;
 - all the devices used for opening and starting the vehicle, declared on the date of insurance contract conclusion.
- Exclusions a) – c) shall not be applicable if failure to observe obligations did not influence the occurrence or extent of the loss, or the vehicle was lost as a result of robbery;
- resulting from the vehicle's appropriation by a third party or loss of the vehicle as a result of the criminal offence of fraud as defined in Article 286 § 1 of the Criminal Code;
 - in a vehicle illegally brought to the territory of Poland;
 - due to the rolling of the vehicle (not applicable to Motor Hull Insurance in Option III);
 - arising as a result of loss of fuel or loss of properties of the fuel or as a result of improper selection of fuel;
 - in vehicles obtained through criminal activity;
 - in vehicles not owned by the Insured at the time of occurrence of the event, unless the owner gave consent for payment of the compensation to the Insured; if the owner has not given such consent, the premium paid shall be reimbursed by ERGO Hestia;
 - as a result of manufacturing defects of any component or sub-assembly of the vehicle or as a result of a repair of the vehicle inconsistently with the technology of repair;
 - as a result of aspirating fluid by the working vehicle's engine;
 - as a result of lost profits and incurred loss resulting from inability to perform obligations or contracts;
 - as a result of losing, except for loss of keys or devices used for opening the vehicle;
 - as a result of a malfunction of the vehicle caused by an incorrect mechanical, electrical, electronic or hydraulic operation of the vehicle elements, unless another event covered by the insurance has occurred as a result of these causes. In such a case, ERGO Hestia shall be liable solely for the effects of the other event;
 - as a result of wear and tear, except where, following such loss, there is consequential loss to the insured vehicle which is not the subject of a separate exclusion.

Personal Accident Insurance of the Driver and Passengers

§ 7

- Personal Accident Insurance of the Driver and Passengers shall cover the consequences of personal accidents suffered by the driver or passengers of the insured vehicle, arising from the use of vehicle. The Customer selects an insurance option of the sum insured. The insurance options are described in the following table.

OPTION	I	II	III
Personal accident benefits			
Death	100% of the sum insured	100% of the sum insured	200% of the sum insured
Permanent disablement	ERGO Hestia shall pay a one-time benefit in accordance with table in Appendix 1 to the General Terms and Conditions of Insurance		

OPTION	I	II	III
Temporary incapacity to work or study	ERGO Hestia shall pay 1‰ of the sum insured for each day of incapacity to work or study. If the incapacity to work or study lasts no more than 29 days, the temporary incapacity shall be counted from the 10th day after the personal accident. If the incapacity to work or study lasts for at least 30 days, the temporary incapacity shall be calculated from the day following the personal accident. ERGO Hestia shall pay the benefit for no more than 180 days of the temporary incapacity		
Costs of medical treatment	ERGO Hestia shall refund documented costs, necessary from the medical point of view, incurred within the territory of the Republic of Poland, if compensation for permanent disablement was due to the Insured, up to 30% of sum insured. These costs shall comprise: a) medical examinations, outpatient and surgery procedures; b) stay in a healthcare facility; c) purchase of medications, wound dressings; d) medical aids, prostheses, orthopaedic devices; e) vocational training for the disabled. Personal Accident Insurance of the Driver and Passengers also covers the costs of restoration of permanent teeth, provided that they are incurred no later than two years after the personal accident. ERGO Hestia shall pay a benefit up to 20% of the sum insured, no more than PLN 200 for each tooth. The maximum reimbursed cost is PLN 2,000		
Territorial scope	Worldwide	Worldwide	Worldwide

2. The driver who repairs the vehicle during the journey shall be covered by Personal Accident Insurance of the Driver and Passengers only if the purpose of repair is to arrive at the nearest garage or service centre, or to continue the journey.
3. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 26.

§ 8

1. Personal Accident Insurance of the Driver and Passengers shall not cover personal accidents:
 - 1) occurring in connection with committing or attempting to commit a criminal offence by the vehicle's driver, stated by a final and binding court decision, unless it had no influence on the occurrence of loss;
 - 2) being the consequence of or arising in connection with any disease;
 - 3) as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident.
2. ERGO Hestia shall not cover rehabilitation or transport costs within the scope of insurance.

Third-Party Liability Insurance for Motor Vehicle Owners and additional insurance

§ 9

1. Third-Party Liability Insurance for Motor Vehicle Owners shall cover owners of motor vehicles for loss occurring in connection with the movement of the vehicles possessed by them, in accordance with the Act on Third-Party Liability Insurance.
2. The scope of coverage for additional insurance is specified in the insurance contract according to the following options:

OPTION	I	II	III
Third-Party Liability Insurance for Motor Vehicle Owners, in accordance with the Act on Third-Party Liability Insurance	YES	YES	YES
Scope of the (additional insurance) coverage			
Windows Insurance	NO	YES	YES
Towing	NO	YES	YES
Phone Legal Assistant	NO	YES	YES
Courtesy Car	NO	NO	YES
Coverage against the Loss of No-Loss Discount on Third-Party Liability Insurance	NO	NO	YES

YES – service within the scope of insurance
NO – service outside the scope of insurance

3. In Options II and III, ERGO Hestia shall not be liable within the scope of additional insurance in the cases indicated in § 13 and § 26.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle due to their poor health condition, the person authorised to give an instruction in relation to the vehicle for the purposes of the assistance services defined in section 2 shall be a relative, the driver, or passengers of the insured vehicle.

§ 10

The following services shall be carried out on behalf on ERGO Hestia by the Emergency Centre:

- 1) Towing the vehicle – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, the arrangement and coverage of costs of towing the vehicle from the place of collision to the location designated by its participants in the territory of Poland, up to 150 km for each vehicle. Both the insured vehicle and the vehicles which collided with it may be towed, if the vehicle was damaged and the extent of the damage makes it impossible to continue driving safely. The service is provided at the request or with the consent of the Insured;
- 2) Courtesy car – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, the arrangement and coverage of costs of rental and delivery of courtesy cars to the site or rental of courtesy cars and transportation of the drivers and passengers who participated in the collision – for all its participants, not exceeding the number of vehicles corresponding to the number of those participating in the collision – to a vehicle rental location in the territory of Poland. A courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract if all of the following conditions have been met:
 - 1/ for a repair period of no more than 3 days;
 - 2/ if the vehicle is damaged.
- 3) Phone Legal Assistant – the scope of insurance covers the provision of legal advices by phone to the Insured (no more than 12 times in the insurance period) as regards the following legal problems which concern the insured vehicle:
 - a) asserting claims for damages due to a damage to property caused by a tort (legal advice in case of loss to the vehicle);
 - b) asserting claims for damages due to a personal injury caused by a tort (legal advice in case of personal injuries in traffic);
 - c) a suspicion of committing a criminal offence against safety in traffic or presenting a charge of its committing;

- d) a suspicion of committing a minor offence against safety and order in traffic or presenting a charge of its committing;
- e) proceedings relating to confiscation of the driving license of the Insured or withdrawal of a license to drive vehicles;
- f) proceedings relating to confiscation of the vehicle registration card or the temporary permit of the Insured, or to the occurrence of other problems relating to the vehicle's entry into service;
- g) tasks relating to registration and deregistration of the vehicle;
- h) the provisions of the Act on Third-Party Liability Insurance.

As regards the above-mentioned legal problems, apart from legal advice by phone, ERGO Hestia makes the following available at the request of the Insured:

- 1) model contracts relating to the possession and use of the vehicle (no more than 4 times in the insurance period);
- 2) the existing and previous legal acts regulating the legal status (no more than 4 times in the insurance period);
- 3) legal information concerning the object of insurance (rights and obligations, litigation procedures, information on the costs of such litigation, phone and address details of courts, public prosecutor's offices or other authorities involved in a given legal dispute, regulations on traffic in the countries of the European Union).

§ 11

1. In Windows Insurance:

- 1) ERGO Hestia shall ensure the repair or replacement of a damaged or destroyed window, if the windscreen, panoramic windscreen, back window or side window of the vehicle named in the insurance contract is damaged or destroyed. The service shall be provided by a service point indicated by ERGO Hestia;
- 2) car windows shall be covered with the insurance against damage or destruction occurring in Europe as a result of all events not excluded herein;
- 3) alternative parts shall be used for the replacement or repair of windows;
- 4) if alternative parts are not available, the service shall be provided using original parts;
- 5) if the vehicle is damaged, preventing the repair or replacement of the window, ERGO Hestia shall pay to the Insured the equivalent of the costs of replacing the damaged window in the amount of the costs of purchase of alternative parts as of the date of loss occurrence;
- 6) 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 if the repair or replacement of the windows in a service point is not possible within 24 hours of loss notification. Costs shall be reimbursed up to the amount of PLN 300 (gross);
- 7) if, due to damage to the car window, the journey cannot be safely continued, ERGO Hestia shall arrange for and cover the costs of towing the vehicle to the nearest service point in the territory of Poland. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, or if due to the health condition of the Insured it was not possible to notify the Emergency Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts or invoices, to the extent and in the amount of:
 - a) PLN 150 (gross), if towing is at maximum up to 25 km from the scene of the accident;
 - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is beyond the distance of 25 km from the scene of the accident.

2. ERGO Hestia shall not be liable within the scope indicated in § 13 and § 26.

§ 12

At the conclusion of the next Third-Party Liability Insurance for Motor Vehicle Owners with ERGO Hestia, Coverage against the Loss of No-Loss Discount on Third-Party Liability Insurance shall ensure protection within the following scope: if one loss has been reported throughout the period of Third-Party Liability Insurance, the premium for the insured vehicle under the new contract with ERGO Hestia shall be calculated with retention of insurance continuation at the previous level.

§ 13

1. The Phone Legal Assistant service shall not cover the provision of legal advice to the Insured by phone relating to the claims of the Insured:
 - 1) against ERGO Hestia, subject to § 60;
 - 2) transferred to the Insured by way of an assignment (transfer) of claims;
 - 3) against the Customer (mutually) under the same insurance contract.
2. Windows Insurance shall not cover loss:
 - 1) to components of the vehicle not constituting structural element of the car glass, such as antiburglary and darkening foils, exterior decorative and protective trims;
 - 2) in previously damaged windows which have not been repaired;
 - 3) resulting from the vehicle's appropriation by a third party;
 - 4) occurring as a result of manufacturing defects of windows and their components or as a result of repair of the vehicle inconsistently with the technology of repair.
3. ERGO Hestia shall not cover the costs of the courtesy car as regards:
 - 1) costs of fuel;
 - 2) insurance;
 - 3) additional charges, including deposits collected by rental companies dealing with courtesy cars;
 - 4) deductible in loss to the courtesy vehicle

ERGO Hestia shall not release the Insured from the obligation to hold a credit card or other security required in connection with availability of a courtesy car in accordance with general rental terms and conditions used by the rental point.
4. The deductible of the Insured shall amount to PLN 50 in relation to loss involving the replacement of the windshield or panoramic windshield.

Car Assistance Insurance

§ 14

1. Car Assistance Insurance shall cover the costs of providing immediate assistance services through the Emergency Centre. The scope of coverage is specified in the insurance contract according to the following options:

OPTION	ACCIDENT	FAILURE
Loss causes	a) collision of vehicles; b) sudden contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) the contact of sports equipment transported on the racks with objects and animals outside the vehicle; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent outside the vehicle; g) theft of the vehicle or its parts; h) collision of the bicycle with another bicycle or vehicle, sudden contact of the bicycle with persons, animals or objects	a) failure; b) immobilisation of the vehicle; c) immobilisation of the bicycle
Territorial scope for the vehicle		Europe
Territorial scope for the bicycle		Poland
Type of service for the vehicle	for causes in points a) – g) above	for causes in points a) – b) above
Courtesy car	YES up to 5 days for causes in points a)–f) above; up to 7 days for causes in point g) above	YES up to 5 days, no more than 2 times in the insurance period
Towing	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative)	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative), no more than 2 times in the insurance period
Trailer transport	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative)	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative), no more than 2 times in the insurance period
Acceptance and delivery of vehicle	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative)	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits are cumulative), no more than 2 times in the insurance period
Onward travel	YES – up to 100 km	YES – up to 100 km
Fuel delivery	NO	YES
Helpline	YES	YES
Enabling on site	YES	YES
Psychological care	YES	YES
Guarded car park	YES – up to PLN 300	YES – up to PLN 300
Accommodation	YES – up to 3 days	YES – up to 3 days
Scrapping	YES	YES
Substitute driver	YES	YES
Type of service for the bicycle	for causes in point h) above	for causes in point c) above
Transport of the Insured (biker)	YES up to 100 km, no more than 2 times in the insurance period; total limit PLN 1,000	YES up to 100 km, no more than 2 times in the insurance period; total limit PLN 1,000

OPTION	ACCIDENT	FAILURE
Transport of the bicycle	YES up to 100 km, no more than 2 times in the insurance period; total limit PLN 1,000	YES up to 100 km, no more than 2 times in the insurance period; total limit PLN 1,000

Extension of the scope of insurance – TURBO Option

Onward travel	in Poland without mileage limit and abroad up to 1,500 km (these limits are cumulative)	
Courtesy car	up to 10 days in the event of failure and immobilisation of the vehicle, up to 15 days in the event of vehicle accident, up to 20 days in case of theft of the vehicle, but for failure and immobilisation of the vehicle no more than 3 times in the insurance period	
Towing of a passenger car or off-road vehicle	in Poland and abroad without mileage limit, but for failure and immobilisation of the vehicle no more than 3 times in the insurance period	
Towing of a vehicle other than a passenger car or off-road vehicle	in Poland without mileage limit and abroad up to 1,500 km (these limits are cumulative), but for failure and immobilisation of the vehicle no more than 3 times in the insurance period	
Transport of a trailer attached to a passenger car or off-road vehicle and luggage	in Poland and abroad without mileage limit, but for failure and immobilisation of the vehicle no more than 3 times in the insurance period	
Transport of a trailer attached to a vehicle other than a passenger car or off-road vehicle and luggage	in Poland without mileage limit and abroad up to 1,500 km (these limits are cumulative), but for failure and immobilisation of the vehicle no more than 3 times in the insurance period	

YES – service within the scope of insurance
NO – service outside the scope of insurance

2. ERGO Hestia shall not be liable within the scope indicated in § 16 and § 26.

§ 15

The services indicated in the table in § 4 and § 14 shall cover the arrangement and coverage of costs in the following scope:

TYPE OF SERVICE	SCOPE OF SERVICE
Courtesy car	The Emergency Centre rents, delivers and accepts a courtesy car or arranges travel of the driver and passengers to a vehicle rental point. A courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract if the insured vehicle: a) has been damaged, or b) has been stolen, or c) has been immobilised, or d) has failed, for the time of repair or until its recovery, however, not longer than for the period provided for in the selected option of the insurance contract. In the event of a total loss – for the maximum period allowed in the limit
Towing	Towing the vehicle within the distance stipulated in the selected option of the insurance contract to the location designated by the Insured. The costs of towing exceeding the limits shall be borne by the Insured. A maximum of one towing service is provided for an insurable event
Trailer transport	Transport of a trailer attached to a vehicle at the moment of an event, within the distance stipulated in the selected option of the insurance contract to a location designated by the Insured, if: a) the extent of the damage to the vehicle pulling the trailer prevents safe continuation of journey, or b) the vehicle has been stolen. The costs of transport exceeding the limits shall be borne by the Insured. A maximum of one towing service is provided for an insurable event
Acceptance and delivery of vehicle	Acceptance and delivery of the repaired insured vehicle to the final destination or place of residence or business of the Insured

TYPE OF SERVICE	SCOPE OF SERVICE
Onward travel	<p>a) In the Accident and Failure Option — if the seating capacity of the tow truck is insufficient in the course of towing, the transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to a location designated by the Insured, at a distance no longer than 100 km from the scene of the event;</p> <p>b) In Motor Hull Insurance and the Turbo Option — transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to the travel destination or place of residence of the Insured.</p> <p>As part of the service, we shall buy and deliver:</p> <ol style="list-style-type: none"> 1/ first class train tickets or bus tickets; or 2/ airline tickets, if the cost of their purchase is comparable to the cost of train or bus tickets
Fuel delivery	<p>The service includes fuel delivery to the site or transport to the nearest gas station. Insurance shall not cover the cost of fuel</p>
Helpline	<p>Service consisting in providing information by phone regarding:</p> <ol style="list-style-type: none"> a) access routes and detours, locations of the nearest gas stations or garages; b) possibility to rent a car in European countries; c) indicative costs of fuel and road tolls in European countries. <p>In the case of foreign travel, ERGO Hestia shall also assist in talks with:</p> <ol style="list-style-type: none"> a) the police; b) border guards; c) medical centres. <p>The assistance shall be provided in the following language:</p> <ol style="list-style-type: none"> a) English – 24 hours a day; b) German, French, Italian, Russian — on weekdays from 8.00 am to 4.00 pm Polish time
Enabling on site	<p>Service performed by a specialist recommended by ERGO Hestia, at the scene of the event, which consists in undertaking repair works in the insured vehicle in order to enable the Insured to safely continue the journey to the destination or a near garage. If the service cannot be performed at the site of failure or immobilisation of the vehicle, ERGO Hestia arranges towing. The service shall be available if the allowed number of tows has not been used</p>
Psychological care	<p>Visit at a psychologist's practice for the Insured or other persons who were 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 the attending physician. The number of visits is limited to 5 in aggregate for all events occurring in the insurance period. The visits must be related to the event occurring in the insurance period and take place no later than one year after the event</p>
Guarded car park	<p>Parking of the insured vehicle in a fenced area remaining under the constant surveillance of persons involved in the protection of property</p>
Accommodation	<p>Accommodation and transport of the driver and passengers of the insured vehicle to a place of accommodation (not exceeding the number of seats specified in the registration certificate), if the repair of the vehicle takes until the following day, to the nearest mid-range (two or three star) hotel. The Insured is entitled to accommodation in the case of events which occurred at least 50 kilometres in a straight line from the place of residence of the Insured or the place of business of the Insured</p>
Scrapping	<p>Scrapping of the insured vehicle which has suffered a total loss as defined in Option II and III of Motor Hull Insurance</p>
Substitute driver	<p>We shall provide a substitute driver hired in order to drive 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 the category of the damaged vehicle</p>
Transport of the Insured (biker)	<p>The Emergency Centre shall arrange and cover costs of transport of the Insured, the person travelling with the Insured in tandem, and minors under the Insured's care at the time of the insured event, from the place of the event to the place of residence or to the nearest bicycle service centre, however, no further than at a distance of 100 km. Transport shall be arranged on public roads only. In the event of a personal accident, the Emergency Centre shall arrange and cover costs of transport of the Insured from the place of the event to a hospital or other medical facility adequately equipped to provide assistance</p>

TYPE OF SERVICE	SCOPE OF SERVICE
Transport of the bicycle	The Emergency Centre shall arrange and cover the costs of transporting the bicycle from the place of the event to the place of residence or to the nearest bicycle service centre, however, no further than at a distance of 100 km. Transport of the bicycle shall be arranged on public roads only

§ 16

1. Car Assistance Insurance shall not cover:
 - 1) the costs of purchase of spare parts and materials necessary to remove the failure of or damage to the vehicle;
 - 2) in the courtesy car: the costs of fuel, insurance and additional charges, including deposits collected by rental companies, and a deductible for loss to the courtesy car. ERGO Hestia shall not release the Insured from the obligation to hold a credit card or other security required in connection with availability of a courtesy car in accordance with general rental terms and conditions used by the rental point;
 - 3) consequences of the vehicle's failure or immobilisation resulting from a failure to remove its cause by the Insured after prior use of a related service arranged by ERGO Hestia.
2. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, or due to the health condition of the Insured it was not possible to notify the Emergency Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts and invoices, to the extent and in the amount of:
 - 1) PLN 150 (gross), if towing is within 25 km from the scene of the event;
 - 2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is beyond the distance of 25 km from the scene of the accident, however, no more than the mileage limit in the selected option of the insurance contract;
 - 3) PLN 150 (gross) for 24 hours – in case of renting a courtesy car;
 - 4) average prices of the service on the local market – in case of other services covered by insurance and not listed in items 1)-3) above.
3. ERGO Hestia shall not provide the towing service if the vehicle is used contrary to its intended purpose, which includes transportation of cargo with the weight exceeding the acceptable loading capacity of the vehicle specified in the registration certificate.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorised to give an instruction in relation to the insurance contract shall be a relative, the driver, or passengers of the insured vehicle.
5. In the case of services: Transport of the Insured (biker) and Transport of the bicycle, ERGO Hestia shall not be liable for events:
 - 1) arising during racing and competition rides and training for these rides;
 - 2) resulting from the misuse of the bicycle;
 - 3) resulting from repeated bike failures, which are the consequence of the Insured's failure to eliminate their causes;
 - 4) resulting from damage which was known to the Insured before conclusion of the insurance contract.

Luggage and Cargo Insurance

§ 17

1. Luggage and Cargo Insurance shall cover loss, destruction of or damage to:

- 1) luggage;
- 2) working capital assets;
- 3) cash;

in the circumstances and scope of events described in the table below. ERGO Hestia shall provide insurance protection all over the world.

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured, his/her relatives and employees	robbery
Carriage: a) in a passenger car; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss; c) damage to external cargo carriers in transport	a) collision of vehicles; b) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle;
Entrusting to a professional carrier on the basis of appropriate freight documents	f) theft together with the vehicle; g) theft as a result of an accident affecting the vehicle; h) fortuitous events; i) theft (if entrusted to a professional carrier)
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of stay of the Insured (excluding tents); b) in a locked boot of a vehicle or locked camper, caravan or cabin on a vessel, provided that the insured object was not visible from the outside; c) in a locked glove compartment	a) collision of vehicles; b) damage caused by contact of the vehicle with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle; f) theft together with the vehicle; g) theft as a result of an accident affecting the vehicle; h) fortuitous events; i) burglary

2. ERGO Hestia shall not be liable within the scope indicated in § 18 and § 26.

§ 18

1. ERGO Hestia Luggage and Cargo Insurance shall not cover:

- 1) monetary values;
- 2) postal and courier mail;
- 3) expatriation property;
- 4) medications;
- 5) any property which is used by the Insured for business activity other than defined in the insurance contract. ERGO Hestia shall not apply this exclusion to any items lent to the Insured by his/her employer.

2. ERGO Hestia shall not provide insurance cover for loss caused when loading or unloading cargo or luggage.

Travel Insurance

§ 19

1. Travel Insurance shall cover the first 40 days of any travel of the Insured commenced in the insurance period (coverage shall start on the first day of travel and end no later than the 40th day of travel). The insurance cover shall continue no longer than the end of the insurance contract.
2. Benefits shall be paid in Travel Insurance provided that the Insured documents or confirms with other evidence the date of leaving Poland or the country of residence.
3. Travel Insurance shall cover the arrangement and payment of necessary costs of immediate assistance through the Emergency Centre in the case of a sudden illness or personal accident during travel.
4. Travel Insurance shall cover services required to restore the Insured's health to the condition enabling his/her return to Poland or to the country of residence, or enabling him/her to continue the scheduled travel.
5. The table below presents the type, scope and limits of services in the insurance period:

RODZAJ USŁUGI	ZAKRES USŁUGI
Treatment expenses	<ul style="list-style-type: none"> a) hospital and outpatient treatment; b) surgery and outpatient examinations and procedures; c) dental treatment (up to PLN 2,000); d) medical consultations and physician's visits; e) costs of medications and wound dressings prescribed by the physician; f) travel of the physician from the nearest medical facility to the place of accommodation of the Insured if the Insured's health condition so requires
Care	<ul style="list-style-type: none"> a) contact with a relative, employees, contractors – providing information; b) sending necessary personal effects; c) the Insured's stay in a hotel inclusive of meals, when the transport to Poland or the country of residence cannot take place immediately upon the end of treatment; d) transport and stay of one accompanying person, if the Insured's health condition confirmed by medical documentation requires his/her presence; e) care of minor children or dependants left without care of an adult during travel or at the place of residence in Poland, or during different travel; f) care of domestic animals accompanying the Insured during travel
Transport	<ul style="list-style-type: none"> a) medical transport (in a vehicle selected depending on the condition of the Insured); b) return transport of the Insured or of the Insured's minor children or dependants left without care of an adult to Poland or the country of residence; c) transport of the dead body of the Insured to Poland or the country of residence
Rescue in the mountains or at sea	<ul style="list-style-type: none"> a) search carried out by specialist rescue service; b) on-site medical assistance; c) transport, including by air or sea, from the scene of the accident to the nearest medical facility
Travel interruption	<p>Return journey of the Insured to Poland, the country of residence or the place of destination in the event of:</p> <ul style="list-style-type: none"> a) sudden illness or personal accident the consequences of which pose a threat to the life of a relative of the Insured, requiring the presence of and constant care provided by the Insured; b) death of the Insured's relative. <p>The service covers the costs of change of the flight booking, costs of return journey to Poland or to the country of residence, if the cost of return transport has been guaranteed in the travel participation agreement or ticket booking, where the return transport could not be effected by the planned means of transport, after their approval by the Emergency Centre. The cost limit is PLN 1,000</p>
Substitute on a business trip	Travel of an employee delegated by the Insured to replace the Insured on a business trip (purchase of train or bus tickets or air tickets if travel by train or by bus takes more than 12 hours)
Loss of documents	If the Insured's documents necessary to travel are lost, damaged or destroyed, the Emergency Centre provides information how to get replacements

RODZAJ USŁUGI	ZAKRES USŁUGI
Helpline	24/7 hotline of the Emergency Centre provides information concerning: <ol style="list-style-type: none"> a) health requirements and sanitary recommendations in the Insured's country of destination; b) recommended or compulsory vaccinations; c) waiting time for examination results in public and private health care facilities; d) preparation for recommended examinations; e) contraindications for travel or work.

6. ERGO Hestia shall not be liable within the scope indicated in § 21 and § 26.

§ 20

1. In Travel Insurance, ERGO Hestia shall cover the documented costs of treatment and immediate assistance:
 - 1) relating to examinations and outpatient treatment, medications (exclusive of vitamins, body strengthening agents, nutrients, beauty ointments and creams), orthopaedic and auxiliary products, infusion fluids and wound dressings, recommended and prescribed by the attending physician;
 - 2) during a hospital stay, including treatment, procedures and surgeries which could not have been postponed until the return to Poland or to the country of residence due to the health condition of the Insured. The Emergency Centre shall choose a hospital appropriate to the Insured's health condition, arrange for the transport of the Insured to the hospital by suitable means of transport, inform the hospital about the payment terms and remain in constant contact with the hospital;
 - 3) repair or purchase of glasses, and repair of prosthesis immediately after the personal accident, in case when damage is directly related to the event.
2. The Emergency Centre shall decide about the advisability, date, manner and feasibility of transporting the Insured, taking into account the Insured's health condition having consulted the attending physician who treated the Insured abroad. If the Insured does not consent to transport for the purpose of continuing the treatment in Poland or the country of residence, in spite of it being regarded as acceptable by the Emergency Centre or the attending physician, ERGO Hestia shall reimburse the costs of services and benefits.
3. Services shall be arranged by the Emergency Centre, which shall select the means of transport, accommodation and other services taking into consideration their cost, time and availability, as appropriate for the Insured's health condition.
4. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, ERGO Hestia shall reimburse the costs actually incurred by the Insured, subject to limits set for particular services.

§ 21

1. Travel Insurance shall not cover the cost of treatment or services occurring as a result of:
 - 1) self-inflicted injury or suicide;
 - 2) the Insured driving a vehicle without the licence required under the provisions of law of the state of the event, providing this contributed to the loss;
 - 3) practising sports as a gainful occupation;
 - 4) AIDS or HIV infection;
 - 5) childbirth, unless it occurred before the 32nd week of pregnancy;
 - 6) chronic disease;
 - 7) practising high-risk sports or extreme sports;
 - 8) working in a high-risk profession or a dangerous profession;

- 9) termination of pregnancy, unless the pregnancy was terminated to rescue life or health of the Insured and it is permitted under the laws of the state where the procedure is performed;
 - 10) the Insured's participation in competitions of any motor vehicles, including any type of test drives;
 - 11) the Insured being under the influence of psychotropic substances not prescribed by a physician or used contrary to the physician's recommendations – unless it had no influence on the occurrence of loss;
 - 12) failure to comply with recommendations of the attending physician responsible for treatment in Poland, the country of residence or during travel, or of the Emergency Centre;
 - 13) treatment carried out by a physician who is a family member of the Insured;
 - 14) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as part of immediate, necessary medical assistance;
 - 15) committing or an attempt to commit a criminal offence by the Insured.
2. Moreover ERGO Hestia shall not be liable:
- 1) if there were medical contraindications on account of the health condition of the Insured to travel abroad or if before the travel abroad there was a need to carry out a surgical procedure or to undergo hospital treatment, about which the Insured was informed by a physician;
 - 2) if the reason for the travel was the treatment or the treatment started before the travel.

Legal Protection Insurance

§ 22

1. Legal Protection Insurance shall cover defence of legal interests of the person who is covered by insurance with regard to events that are subject to the jurisdiction of Polish courts or bodies of Polish public administration. The scope of coverage shall include the legal costs and expenses indicated in the table below, which the person covered by insurance has to incur for protection of his/her legal interests connected with the possession or use of the insured vehicle.

Persons covered by insurance	<ol style="list-style-type: none"> a) the Insured; b) employees of the Insured; c) relatives of the Insured, who are a driver or passenger
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Scope of insurance

Legal advice	ERGO Hestia provides a telephone service with legal information on issues relating to the use or possession of the vehicle
Legal representation	<p>ERGO Hestia represents persons covered by insurance in:</p> <ol style="list-style-type: none"> a) asserting claims for damages against the offender who caused a bodily injury, disablement or damage to the vehicle; b) criminal proceedings relating to a criminal offence or minor offence against safety and order in communication; c) proceedings relating to confiscation of the driving license or registration certificate, if the event requiring legal protection occurred in the insurance period

Cost reimbursement	<p>ERGO Hestia shall cover with insurance the necessary costs of:</p> <ol style="list-style-type: none"> a) the fee of an attorney or legal counsel for representing persons covered by insurance in proceedings in all instances, including: <ol style="list-style-type: none"> 1/ civil proceedings; 2/ criminal proceedings in minor offence cases; 3/ administrative proceedings; 4/ criminal proceedings or proceedings concerning an offence as a subsidiary or private prosecutor (costs of the attorney of the subsidiary or private prosecutor); b) legal costs in civil, administrative (including fees), criminal and minor offence proceedings; c) litigation costs awarded against persons covered by insurance; d) translation of documents by sworn translators; e) enforcement proceedings; f) proceedings before an arbitration court, together with the costs of proceedings concerning the granting of an enforcement writ to the judgement of the arbitration court; g) proceedings before the Supreme Court and the Supreme Administrative Court; h) a financial guarantee provided for in the criminal law to avoid detention
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2. ERGO Hestia shall not be liable within the scope indicated in § 25 and § 26.
3. The deductible payable by the person covered by insurance in each loss shall be PLN 200, except legal advice.

§ 23

1. The person covered by insurance may grant to ERGO Hestia the power of attorney for receipt, on his/her behalf, of the financial guarantee provided by ERGO Hestia if a legally valid court decision is made to reimburse the amount of the financial guarantee; at the same time, the person covered by insurance shall waive his/her right to revoke such a power of attorney.
2. If the person covered by insurance receives reimbursement of the amount of the property guarantee, he/she shall transfer said amount to ERGO Hestia. Transfer shall be made within 14 days of the date of receipt of the refund.

§ 24

1. The person covered by insurance shall have the right to select the attorney or legal counsel at his/her own discretion.
2. The person covered by insurance shall grant a power of attorney to the attorney or legal counsel and shall authorise one of them to provide ERGO Hestia with information on the status of the case.
3. ERGO Hestia shall not be liable for actions or omissions of the attorney or legal counsel. They shall bear sole responsibility for the provision of the service to the person covered by insurance.
4. If the person covered by insurance refuses the service of the attorney or legal counsel representing him/her in the case, ERGO Hestia shall be released from the obligation to incur costs of another attorney or legal counsel to the extent of actions already taken.

§ 25

1. Legal Protection Insurance shall not cover protection of legal interests:
 - 1) relating to tax law and public levies;
 - 2) relating to fiscal criminal law;
 - 3) relating to customs law;
 - 4) relating to contractual disputes – arising from contracts;
 - 5) relating to claims of the Insured against ERGO Hestia, subject to § 60;
 - 6) whose costs of protection exceed 200% of their value;

- 7) relating to events which occurred due to wilful misconduct or gross negligence of the person covered by insurance or a person for whom the person covered is responsible, unless the protection of legal interests is fair and equitable in these circumstances;
 - 8) in cases concerning an infringement of the regulations laying down the conditions of road carriage or transport, particularly the regulations on working time of drivers, principles of transportation or carriage of people and goods;
 - 9) in cases concerning an infringement of the regulations on road traffic and related fees;
 - 10) in cases against the person covered by insurance due to his/her third-party liability and compensation such a person is obliged to pay;
 - 11) relating to claims transferred to the person covered by insurance by way of an assignment (transfer) of claims;
 - 12) relating to claims of third parties asserted by the person covered by insurance in his/her own name;
 - 13) which were inflicted by the Insured or other persons covered by the insurance on one another.
2. Legal Protection Insurance shall not cover protection of legal interests in the following cases:
- 1) the claim is evidently unfounded, i.e., there are grounds under the provisions of the Code of Civil Procedure for rejection of a suit or a remedy at law of the person covered by insurance, which means that:
 - a) the judicial action is inadmissible;
 - b) a case concerning the same claim between the same parties is pending or has already been validly adjudicated;
 - c) one of the parties has no capacity to be a party in court cases or the plaintiff has no capacity to be a party in court cases and no statutory representative is acting on the plaintiff's behalf, or
 - d) there are gaps in the composition of the authorities of the organisational unit that is the plaintiff which prevent it from acting;
 - 2) the claim is evidently unfounded, i.e., the claim of the person covered by insurance has no legal basis that would enable effective assertion of claims;
 - 3) the claim has expired.
3. Legal Protection Insurance shall not cover the costs of travel of the attorney or legal counsel to hearings or sessions before the court or the body conducting the proceedings.

General exclusions of ERGO Hestia from liability

§ 26

1. ERGO Hestia shall not be liable for any loss:
 - 1) caused intentionally by the Insured or a person with whom the Insured lives in the same household. This exclusion shall not apply to Personal Accident Insurance of the Driver and Passengers;
 - 2) caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances, or the loss relates to Personal Accident Insurance of the Driver and Passengers;
 - 3) resulting from acts of war, martial law, state of emergency, civil commotion, strikes and lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 4) resulting from nuclear activity or radioactive contamination, laser and maser rays, magnetic and electromagnetic fields, ionisation radiation, biological and chemical weapons, chemical or biological contamination;
 - 5) to property into possession of which the Insured or his/her relatives came as a result of a criminal offence;

- 6) occurring if the driver:
 - a) at the moment of the event was in one of the following states, provided it influenced the occurrence of the loss:
 - 1/ under the influence of alcohol, and was authorised to use the vehicle;
 - 2/ intoxicated, and was authorised to use the vehicle;
 - 3/ under the influence of drugs or other intoxicants, and was authorised to use the vehicle;
 - 4/ under the influence of medications with a similar effect to drugs or other intoxicants, and was authorised to use the vehicle;
 - b) left the scene of the accident while being authorised to use the vehicle, provided it aggravated the loss or caused the occurrence of another loss; or
 - c) at the time of the event did not have a licence to drive a vehicle required under Polish law, and was authorised to use the vehicle; unless it has no influence on the occurrence of loss;
 - 7) arising as a consequence of using the vehicle contrary to its intended purpose, as determined in the registration certificate;
 - 8) occurring as a result of loading and unloading cargo or luggage and caused by loaded or carried cargo or luggage (it shall not apply to Motor Hull Insurance in Option III and loss caused by the collision of sports equipment carried on racks with objects from outside the vehicle);
 - 9) occurring when the Policyholder or authorised driver used the vehicle as a crime tool, provided it influenced the occurrence of the loss;
 - 10) occurring during test drives, rallies or races, trainings, competitions or use of the vehicle as a prop or showpiece;
 - 11) during the use of the vehicle in connection with mandatory performance for the army or the police, as well as during protests and roadblocks;
 - 12) occurring to a vehicle used for any business activity other than that named in the insurance contract;
 - 13) resulting from the use of the vehicle for transportation of fuel, toxic chemicals or gases,
 - 14) occurring during paid-for transportation of goods or persons;
 - 15) occurring when the vehicle was being used for driving lessons;
 - 16) occurring at the time of vehicle rental or in vehicles made available as courtesy cars in a manner other than rental;
 - 17) occurring while the vehicle is being rented on the basis of contracts to which neither the Policyholder nor the Insured is a party;
 - 18) in vehicles in which the recordings of the vehicle security systems have been altered or the devices responsible for the recordings of the vehicle security systems have been removed, making the reading of the recordings of the vehicle security systems impossible;
 - 19) in vehicles which, at the time of the occurrence of the loss, did not meet the technical parameters in accordance with the legal regulations in force in the place where the loss occurred, unless this had no influence on the occurrence of the loss.
2. The exclusions indicated in section 1, within the scope of Third-Party Liability Insurance for Motor Vehicle Owners, shall apply only to additional insurance.
 3. The insurance cover shall include loss occurring under the circumstances listed in section 1 points 14) – 16) above if it occurs in a vehicle used for the business activity named in the insurance contract.










II. Sums insured and policy limits






§ 27

1. The sum insured for each type of insurance (except the policy limit in Third-Party Liability Insurance for Motor Vehicle Owners and sums insured in the following insurance types: Personal Accident Insurance for the Driver and Passengers, Car Assistance, Windows, Luggage and Cargo, Legal Protection, Additional Equipment, Towing, Phone Legal Assistant, Courtesy Car, for which sums insured are specified in the table in § 28) shall be defined by the Customer pursuant to § 28 and § 29. This sum constitutes an upper limit of liability of ERGO Hestia for all events which occur in the insurance period for individual types of insurance (in Personal Accident Insurance of the Driver and Passengers, these are separate events in relation to every Insured).
2. At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured shall be equal to the market value of the vehicle exclusive of VAT (net).
3. ERGO Hestia shall reduce the sum insured by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia (not applicable to Motor Hull Insurance in Option III). After exhausting the sum insured, the insurance contract with regard to each type of insurance (except Third-Party Liability Insurance for Motor Vehicle Owners) shall be terminated as at the date of exhausting the sum insured.
4. The sum insured, the extent of loss and the amount of compensation shall be determined inclusive of VAT (gross).
5. If the Customer declares the net sum insured in the insurance contract, in accordance with section 2, the extent of loss and the amount of compensation (including the residual value) shall be determined exclusive of VAT (net).

§ 28

1. Applicable sums insured are specified in the table below:

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Motor Hull Insurance (Autocasco)	the manner of determining the sum insured is described in § 29		
 Additional Equipment	-	-	PLN 4,000
 Personal Accident Insurance of the Driver and Passengers	PLN 10,000	PLN 30,000	PLN 60,000
 Third-Party Liability Insurance for Motor Vehicle Owners and additional insurance	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance
 Windows Insurance	-	PLN 5,000	PLN 5,000
 Towing	-	PLN 2,000	PLN 2,000
 Phone Legal Assistant	-	PLN 2,000	PLN 2,000
 Courtesy car	-	-	PLN 3,000
Additional insurance			
 Car Assistance Insurance Accident Option		PLN 5,000	

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Car Assistance Insurance Failure Option		PLN 5,000	
 Car Assistance Insurance Turbo Option	Increases the sum insured for services in the Accident Option up to PLN 25,000 Increases the sum insured for services in the Failure Option up to PLN 25,000. In the event that one of the aforementioned sums insured runs out, the service may be performed from the other sums insured		
 Luggage and Cargo Insurance		PLN 20,000	
 Travel Insurance		PLN 100,000	
 Legal Protection Insurance		PLN 20,000	

- The sum insured for additional insurance in Motor Hull Insurance in case of theft of the vehicle is specified in § 4.
- In Personal Accident Insurance of the Driver and Passengers, if the vehicle has more passengers than it is provided for in its registration card, the sum insured attributable to each passenger shall be estimated as follows: the sum insured specified in the insurance contract shall be multiplied by the number of seats in the vehicle (except for the seat of the driver) and then divided by the number of passengers riding in the vehicle.

§ 29

- The sum insured shall correspond to the market value of the vehicle as at the date of conclusion of the insurance contract. The market value of the vehicle shall be determined based on Eurotax.
- The sum insured regarding a newly manufactured vehicle, purchased from an authorised dealer professionally involved in selling 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.

The sum insured determined this way shall be accepted as the market value of the vehicle for a period no longer than 12 months from the date of commencement of the insurance coverage, provided that the vehicle had not been damaged until the date on which the loss was reported.

- If it is impossible to determine the market value of the vehicle based on Eurotax, the Customer may use another reliable expert source identified by the parties to the insurance contract.
- The Customer may, in agreement with ERGO Hestia, determine the market value of the vehicle based on Info-Ekspert or present a vehicle valuation provided by an authorised appraiser (at the Customer's expense).
- At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured shall be equal to the market value of the vehicle excluding VAT (net).
- In the situation described in § 27 section 3, upon repair of the vehicle, the Customer may adjust the sum insured up to the market value of the undamaged vehicle by completing a new insurance application, presenting the vehicle for inspection by ERGO Hestia, and paying an additional premium.
- If the value of the vehicle increases during the insurance period, the Customer may report it to ERGO Hestia, and upon its consent, increase the sum insured by paying an additional premium.

III. Obligations of the Customer/the Insured

§ 30

1. The Insured shall:
 - 1) provide ERGO Hestia with the documents necessary for reviewing a request for payment of compensation, listed by ERGO Hestia in the notification, or notify ERGO Hestia immediately about inability to provide such documents;
 - 2) inform the Police immediately about any event which may have occurred as a result of a criminal offence or minor offence (including vandalism) and submit a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) identify, if possible:
 - a) data of other event participants or witnesses;
 - b) whether the offender:
 - 1/ has any Third-Party Liability Insurance for Motor Vehicle Owners;
 - 2/ from which insurance company;
 - 3/ what is its insurance policy number;
 - c) draw up a written loss report;
 - 4) follow ERGO Hestia's recommendations and provide ERGO Hestia with information and authorisations to the extent necessary for proper loss adjustment;
 - 5) complete the documents necessary for proper loss adjustment. Such documents shall be provided by ERGO Hestia in the notification mentioned under point 1) above, by sending in attachment a loss report form where the course of the event and circumstances should be described.
2. ERGO Hestia shall analyse the received receipts, cost estimates and documents and consult experts.
3. In the period of the insurance contract, the Customer shall immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communications prior to conclusion of the insurance contract.
4. In the event that the insurance contract is concluded by the Customer on behalf of someone else, the Customer shall provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents for the Customer 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 the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.
5. In the case of concluding a group insurance contract, referred to in Article 18 of the Insurance and Reinsurance Act, the Customer shall provide the following information to any persons interested in joining such insurance contract:
 - 1) name and registered address of the insurer;
 - 2) type of fee, within the meaning of the Insurance Distribution Act, received in connection with the proposed accession to the group insurance contract;
 - 3) options of filing complaints and out-of-court dispute resolution.

Motor Hull Insurance (Autocasco)

§ 31

In Motor Hull Insurance, the Insured shall:

- 1) refrain from making alterations to the vehicle or attempting to repair the vehicle without the consent of ERGO Hestia, unless ERGO Hestia waives 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, submit to ERGO Hestia documents confirming the vehicle's origin and enabling its identification: brief, customs document, sales contract, purchase invoice, log book, vehicle registration certificate, or temporary permit.

Personal Accident Insurance of the Driver and Passengers

§ 32

If an event occurs in Personal Accident Insurance of the Driver and Passengers, the Insured shall:

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

Legal Protection Insurance

§ 33

1. In Legal Protection Insurance, the Insured shall:
 - 1) immediately submit the documents or information or make declarations required by ERGO Hestia as necessary for ERGO Hestia to take a decision regarding insurance liability;
 - 2) immediately notify ERGO Hestia that the Insured's claims have been satisfied, in whole or in part;
 - 3) inform ERGO Hestia, at its request, about the progress and status of the case and submit relevant letters and other documents;
 - 4) agree with ERGO Hestia, in writing, any activities that may cause costs or expenses relating to the case to arise or increase;
 - 5) refrain from any behaviour that may cause a loss or limitation of the right of ERGO Hestia to demand a reimbursement of the incurred costs and expenses, without obtaining prior written consent of ERGO Hestia.
2. The Insured shall, having reported the event, exercise further rights necessary to protect his/her own interests.

§ 34

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 30 section 1 and 3 and § 31 – § 33, provided that such failure influenced the occurrence or extent of loss or the inability to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in whole or in part, respectively, for the loss resulting from such cause.

§ 35

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

IV. Reporting a loss, determining the extent and amount of compensation

§ 36

1. The Insured shall notify ERGO Hestia about the event immediately after it occurred or upon learning about it.
2. The Insured may notify ERGO Hestia in a way he/she deems fit:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through an ERGO Hestia representative; or
 - 4) by calling: 801 107 107 or 58 555 55 55.
3. In Travel Insurance, the Insured may notify ERGO Hestia by phone at +48 58 550 70 12 or by email at podroze@ergohestia.pl.
4. 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 the relevant amount only if the breach contributed to aggravating the loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 37

1. ERGO Hestia shall pay the compensation or benefit within 30 days from the date of receiving notification about the event on the basis of:
 - 1) recognition of the claim of the beneficiary under the insurance contract as a result of findings made in proceedings aimed at determining facts, the validity of claims and the amount of compensation or benefits;
 - 2) a settlement concluded with the beneficiary under the insurance contract;
 - 3) a final judgment of the court.
2. If, within 30 days of receiving the event notification, it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit, the compensation or benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. However, ERGO Hestia shall pay the incontestable part of compensation or benefit within 30 days of receiving the event notification.
3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.

Motor Hull Insurance (Autocasco)

§ 38

1. Compensation shall be paid to the vehicle's owner or a person authorised by the owner.
2. For ERGO Hestia to be able to pay compensation for the lost vehicle, it shall be deregistered and its property rights transferred to ERGO Hestia.
3. In the case that the vehicle or its parts are found, ERGO Hestia may, at the request of the Insured, transfer the ownership of the vehicle or its part to the Insured. In such a case, the Insured shall return part or all of the compensation.
4. The compensation paid by ERGO Hestia may not be higher than the loss incurred except for situations described in § 29 section 2 and in the Fixed Sum Insured clause.

§ 39

1. In the case of total loss of the vehicle, ERGO Hestia shall determine the amount of compensation as the amount equal to the market value of the vehicle as at the date of loss but not higher than the sum insured determined in the insurance contract.
2. The market value of the vehicle as at the date of loss shall be determined based on the same source of valuation as the one applied by the Customer in consultation with ERGO Hestia in determining the sum insured on the date of conclusion of the insurance contract.
3. In the event of total loss, ERGO Hestia shall decrease the compensation amount by the value of the remaining items, i.e., those parts of the vehicle that have value in use or financial value which may be intended for further use or sale.
4. The vehicle's residual value shall be determined on a case-by-case basis. ERGO Hestia shall take into account the following elements:
 - 1) market situation as regards sales of vehicles (including damaged vehicles – through online auctions of entities specialising in sales of damaged vehicles);
 - 2) the degree of wear and tear of the vehicle;
 - 3) the extent of its damage.
5. The residual value shall be defined based on the same valuation source as the one used in determining the vehicle market value as at the day on which the loss occurred. The residual value shall be determined based on the same principles as the ones used in determining the sum insured on the day on which the insurance contract was concluded, as per § 29.
6. If ERGO Hestia receives an offer to purchase the residual parts of the vehicle through an online auction by entities specialising in sales of damaged vehicles, the residual value shall be equal to the amount of the highest bid received as a result of such an auction, increased by 10% of the bid price due to the estimated margin of the bidder. ERGO Hestia shall present the results of the auction to the Insured. The Insured may also document sales of the residual parts by means of a sales contract or an invoice at a price not lower than the value of the highest bid obtained at said auction. In that case, the residual parts value shall be equal to the sales price documented in the way described above.

§ 40

1. If the loss is partial, ERGO Hestia shall calculate compensation in accordance with:
 - 1) the cost estimate method – based on the valuation made by ERGO Hestia;
 - 2) the service method – based on the invoice documenting vehicle repairs, issued by a service centre.
2. Depending on the type of insurance, the loss shall be settled as follows:

LOSS SETTLEMENT OPTION	COST ESTIMATE	PARTNERSHIP NETWORK	ASC
Method for the settlement of partial loss	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 Partner Network Option
Repair location	not applicable	Partner Network or any other garage selected by the Insured	Authorised Service Centre or any other garage selected by the Insured
Minimum amount of loss in Option II of Motor Hull Insurance	PLN 500 (gross)	PLN 500 (gross)	PLN 500 (gross)
Type of parts whose prices are used in the valuation of loss	alternative parts	alternative parts	original parts

3. In the case of partial loss, ERGO Hestia shall determine the amount of compensation in the amount corresponding to the cost of repair based on the prices of services and spare parts in force in Poland on the date of loss, subject to § 38 – § 41.

4. The extent of partial loss shall cover repair costs corresponding to the extent of damage described by ERGO Hestia or at its request.
5. In the case of partial loss involving theft of parts of the vehicle, including damage or destruction directly connected with theft, the extent of partial loss shall be determined in accordance with the option for determining the extent of partial loss selected in the insurance contract.
6. The provisions of the table in section 2 regarding the Partnership Network Option and the ASC Option shall also apply to vehicles repaired outside of the Partnership Network or ASC.
7. In the case of damage consisting in dents in the body, if the extent and nature of damage allow it to be repaired through pushing or pulling dents out, or applying both methods of repair, ERGO Hestia shall adjust the loss based on the costs of such repair.

§ 41

1. In the cost estimate method, the extent of partial loss and the amount of compensation shall be determined based on the valuation by ERGO Hestia by applying:
 - 1) repair duration standards determined by the vehicle manufacturer;
 - 2) man-hour rates amounting to PLN 65 (gross) for body, mechanical and paint works;
 - 3) the list of parts (units), contained in the repair cost estimate, qualified for replacement in accordance with the average prices of alternative parts and materials.
2. If alternative parts are not available on the Polish market, ERGO Hestia shall make the calculations based on gross prices of the original parts less the following wear and tear:

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 replacement of parts during the service life of the vehicle, documented with receipts, ERGO Hestia shall determine the amount of wear and tear on a case-by-case basis, taking into account the service life of these parts.
4. If 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 shall be used by ERGO Hestia to determine the amount of loss.

§ 42

1. In the service method, in the case of partial loss, the amount of compensation shall be determined based on invoices for the vehicle's repair, in accordance with the costs and repair method previously agreed with ERGO Hestia, by applying:
 - 1) in the ASC Option:
 - a) repair duration standards determined by the vehicle manufacturer;
 - b) the average man-hour rate determined based on the price of services charged by garages similar to the garage performing the repair, which operate in the voivodeship (region) where the repair took place;

- c) prices of parts and materials determined by the vehicle manufacturer;
- 2) in the Partnership Network Option:
 - a) repair duration standards determined by the vehicle manufacturer;
 - b) the average man-hour rate determined based on the price of services charged by garages similar to the garage performing the repair, which operate in the powiat (district) where the repair took place. The amount may not be higher than PLN 110 (gross) for a man-hour of body, paint or mechanical works;
 - c) prices of materials in accordance with the prices of the vehicle manufacturer and prices of alternative parts, and in the absence of alternative parts, the settlement shall be based on the prices of original parts.
- 2. In Option III of Motor Hull Insurance, in case of a partial loss qualifying a tyre, shock absorber or light alloy wheel for replacement, the amount of compensation shall include the cost of replacing, as appropriate:
 - 1) the second shock absorber within one axis;
 - 2) both tyres within one axis, without considering the degree of their wear and tear;
 - 3) other undamaged light alloy wheels (if such part is not available in Poland).
- 3. ERGO Hestia shall reimburse the costs referred in section 2 where they have been duly documented.

§ 43

1. In the event that the Customer has selected the service method in the insurance contract but wants to settle a partial loss on the basis of the cost estimate method, ERGO Hestia shall, at the Customer's request, define the extent of the loss based on the cost estimate method.
2. If the total costs of repairing the vehicle exceed the value set using the cost estimate method, the Customer shall submit a set of invoices regarding the working hours, spare parts and materials (including paints). Only in that case shall such costs be taken into account in determining the extent of the loss.
3. In the case of the vehicle's repair documented with invoices which is made without prior arrangement of the costs and method of repair with ERGO Hestia, ERGO Hestia shall reimburse such costs but no more than PLN 110 (gross) for a man-hour of body, paint or mechanical works. ERGO Hestia shall reimburse the costs of spare parts and materials (including paints) up to the gross prices determined by the vehicle manufacturer, reduced by the amount of wear and tear, as referred to in § 41 section 2.

§ 44

1. If components qualified for replacement have been damaged or repaired earlier, ERGO Hestia shall reduce the amount of compensation according to the extent of the previous damage, regardless of the wear and tear referred to in § 41 section 2.
2. The amount of compensation for replacing the tyres, battery and exhaust system components, as well as friction components of the braking system, shall be based on the price of new components, reduced by the degree of its wear and tear determined in the loss report, subject to § 42 section 2 point 2.

§ 45

The extent of loss in the additional equipment of a vehicle shall be determined based on prices of items of the same or similar type, quality and class, reduced by the degree of their wear and tear until the date of loss determined in accordance with § 41 section 2. In the case of repairs, the extent of loss shall be determined on the basis of the contractor's documented receipts.

§ 46

1. In the case of loss incurred outside Poland, the Insured shall not make any alterations to the vehicle or attempt to have it repaired without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe journey whose cost does not exceed EUR 2,000 (gross). Reimbursement of

costs of such repairs shall take place in Poland on the basis of original receipts converted into PLN in accordance with table A or table B 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 incurred outside Poland, if the cost of repairs necessary to safely continue the journey is higher than EUR 2,000 (gross), prior cost arrangements with ERGO Hestia shall be made; otherwise, the reimbursement shall be made only up to the costs of a similar repair that would have been performed within the territory of Poland. ERGO Hestia shall reimburse the costs of such repairs on the basis of original receipts converted into PLN in accordance with table A or table B of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs.
3. In Option II Cost Estimate of Motor Hull Insurance, receipts shall provide the basis for determining the scope of repairs, and the amount of reimbursement of the costs for repairs performed outside Poland shall be determined in accordance with the cost estimate method described in § 41.
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 have not been previously arranged with ERGO Hestia and are higher than the costs of such repairs within the territory of Poland, the compensation shall be paid up to the costs of a similar repair that would have been performed within the territory of Poland.

§ 47

ERGO Hestia may investigate whether a repair of the vehicle is in compliance with the extent and qualification given in the loss report and submitted receipts or invoices for the repair, including verification of the quality of the parts used for the repair of the vehicle. If ERGO Hestia finds any discrepancies as a result of the verification, the amount of compensation shall be determined based on the actual extent and method of repair, not higher than the one corresponding to the extent of loss prior to the repair, as specified in the loss report.

Personal Accident Insurance of the Driver and Passengers

§ 48

1. In Personal Accident Insurance of the Driver and Passengers, ERGO Hestia shall pay the benefit for death as a result of an accident only if it occurred within a year from the date of the personal accident and is a consequence of bodily injuries suffered as a result of the personal accident.
2. The causal relationship between the personal accident and the loss and the type of permanent disablement shall be determined based on evidence and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to an organ or system whose function was damaged before the personal accident, the degree of disablement shall be determined as the difference between the disablement before and after the personal accident. ERGO Hestia shall take into account the events which occurred within one year before the date of the personal accident.
4. If the Insured suffers several disablements, ERGO Hestia shall pay out the benefits for all disablements covered by insurance up to the amount of the sum insured.
5. ERGO Hestia shall ask the opinion of medical consultants to determine the degree of permanent disablement.
6. ERGO Hestia shall pay the costs of medical treatment to the Insured or another person who incurred the costs:
 - 1) if they were incurred in a period no longer than 2 years from the date of the personal accident;
 - 2) against receipts or invoices;
 - 3) in the amount which has not been and shall not be covered by general health and social insurance.
7. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

§ 49

1. ERGO Hestia shall pay the daily allowance for temporary incapacity to work or study based on a medical certificate or a certificate of temporary incapacity to work from the Social Security Institution (ZUS).
2. ERGO Hestia may refuse to pay a benefit or a part thereof if it finds that at the time of incapacity to work or study the Insured failed to comply with the conditions set out in the certificate.

§ 50

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

Luggage and Cargo Insurance

§ 51

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

Legal Protection Insurance

§ 52

1. In Legal Protection Insurance, the fee of the attorney or legal counsel shall be determined as equal to the minimum fee set out in accordance with the provisions governing the amounts of fees for their activities, applicable in the territory of Poland.
2. If the amount of costs and expenses listed in the table in § 22 section 1 in a given case does not result from legal provisions, ERGO Hestia shall reimburse them according to the arithmetic average of the amount of costs and expenses incurred in the jurisdiction of the court settling the matter.
3. Reimbursement of the costs referred to in section 1 shall include the tax on goods and services if the person covered by insurance is not eligible for deduction of output tax by the amount of input tax (the right to a VAT deduction). Otherwise, the refund shall be made in the amount not inclusive of VAT.
4. ERGO Hestia shall bear the costs of the case that arise after reporting a claim by the person covered by insurance if they are necessary and legally justified for representing the legal interests of persons covered by insurance.

5. ERGO Hestia shall reimburse costs of the case on the basis of documents confirming the fact of incurring them or the obligation to pay by the person covered by insurance, resulting from a call for payment issued by the court or the body conducting the proceedings.
6. ERGO Hestia shall reimburse costs of translation of documents required for the purpose of the case only up to the amount agreed upon in writing with the person covered by insurance, up to 2.5% of the sum insured per one case.
7. ERGO Hestia shall bear the costs of enforcement proceedings up to 10% of the sum insured per one case.

V. Insurance premium

§ 53

1. ERGO Hestia shall determine the amount of the premium on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium shall depend on:
 - 1) the risk assessment for the requested scope of insurance;
 - 2) the premium payment method (i.e., whether the premium is paid on a one-off basis or by instalments);
 - 3) the insurance period and option;
 - 4) the amount of the sum insured;
 - 5) the history of insurance contracts concluded with ERGO Hestia as regards the insured risks.
3. If the Policyholder fails to notify the insurance company of the circumstances known to the Policyholder which the insurance company asked about prior to the conclusion of the insurance contract and which involve a significant change in the probability of an insurance accident, the insurance company may demand an appropriate adjustment of the insurance premium taking into account the increase in the probability of an insurance accident as a result of the circumstances not notified to the insurance company.
4. The amount of premium in Motor Hull Insurance shall also depend upon:
 - 1) the brand, model, year of production of the vehicle;
 - 2) the region where the place of residence of the Insured is located;
 - 3) the age of the Insured;
 - 4) the period of holding a driving license of a given category by the Insured;
 - 5) no-loss continuation of ERGO Hestia Motor Hull Insurance by the Insured;
 - 6) insurance history;
 - 7) the amount of minimum premium.
5. The insurance premium in Motor Hull Insurance shall take into account the decrease in the market value of the vehicle throughout the duration of the insurance contract.
6. The dates of payment of subsequent premium instalments and their amounts shall be determined in the insurance contract.

§ 54

No-loss continuation of insurance with ERGO Hestia shall mean concluding another insurance contract for the same vehicle if:

- 1) no loss occurred for which ERGO Hestia is liable during the term of the previous insurance contract for the vehicle; or

- 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.

§ 55

If the Customer pays the premium by a bank transfer or postal order, the payment date shall be 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. If there were not enough funds on the Customer's account when paying with a bank transfer, the date of payment shall be the date of crediting the account of ERGO Hestia with the right amount.

VI. Termination of the contract

§ 56

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer may withdraw from the contract within 30 days of its conclusion. If ERGO Hestia fails to inform the Customer who is a consumer about his/her right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer who is a consumer learns about this right.
2. Any Customer who has concluded an insurance contract remotely may withdraw from it within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit shall be deemed observed if the Customer sends the declaration of withdrawal before the lapse thereof.
3. If the Customer withdraws from an insurance contract, the Customer shall be required to pay the premium for the period when ERGO Hestia provided insurance coverage.
4. The Customer may file the withdrawal notice:
 - 1) through the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through an ERGO Hestia representative; or
 - 4) by calling 801 107 107 or 58 555 55 55; or
 - 5) in writing, to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.
5. Upon the transfer of the ownership title to the vehicle:
 - 1) from the lessor to the lessee;
 - 2) from the bank to the borrower;
 the rights and obligations under the insurance contract shall be 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.

VII. Final provisions. Sanctions

§ 57

If the Insured is a person providing funding under a lease agreement or a creditor to whom the vehicle has been transferred, the provisions concerning Coverage against the Loss of No-Loss Discount on Third-Party

Liability Insurance, Personal Accident Insurance of the Driver and Passengers, Luggage Insurance, the Additional Equipment clause and the Coverage against the Loss of No-Loss Discount on Motor Hull Insurance clause shall apply to the vehicle user acting as a Customer.

§ 58

1. The Customer, the Insured, the assured or the beneficiary under the insurance contract, persons pursuing claims under the provisions of the Act on Third-Party Liability Insurance, as well as persons seeking insurance coverage or insurance guarantee buyers may lodge complaints concerning services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e., an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 55 55;
 - c) in writing to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, 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 investigating a complaint and replying within the time limit determined above, the reply shall 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 shall be notified of it within the 30 days.
 - 5) Persons listed in section 1 may, in non-standard cases, refer to ERGO Hestia's Customer Ombudsperson through the online form available at: www.ergohestia.pl.
 - 6) Any natural person lodging a complaint may request that the case be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning services provided by a multi-agent who acts for or on behalf of ERGO Hestia and other insurers – to the extent not related to insurance coverage.
 - 1) Complaints not related to the provided insurance coverage shall be submitted directly to the agent who provided the insurance distribution service. Complaints will be examined directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

§ 59

1. Any notices and statements of the Customer and ERGO Hestia should be made in writing. At any time, the Customer and ERGO Hestia may decide that their notices and statements may be delivered also:
 - 1) by the Customer:
 - a) through the individual account at: ihestia.ergohestia.pl; or
 - b) through an online form available at: www.ergohestia.pl; or
 - c) through an ERGO Hestia representative; or
 - d) by calling 801 107 107 or 58 555 55 55;
 - 2) by ERGO Hestia:
 - a) through the account at: ihestia.ergohestia.pl; or

- b) through an ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
2. The Customer and ERGO Hestia shall inform each other about any change of residence address or address of registered office and any contact details provided for sending of notifications and declarations.

§ 60

1. Insurance contracts are concluded under Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to Polish law.
3. A legal action for a claim under an insurance contract may be brought by either party in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought by either party in accordance with the provisions on general jurisdiction or to the court with jurisdiction at the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. Both parties to the insurance contract may refer any disputes arising therefrom to arbitration.
6. Any and all disputes arising out of the insurance contract between the Customer, the Insured or any 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 – ul. Nowogrodzka 47A, 00-695 Warsaw, www.rf.gov.pl, the 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 the Financial Ombudsman.
7. 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 shall not be considered a provider of insurance coverage or obliged to pay for any benefit or ensure or provide any benefit in connection with insurance coverage to the extent that the provision of insurance coverage, payment, or ensuring/providing other benefits in connection with the insurance coverage 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.

§ 61

The General Terms and Conditions of Insurance shall enter into force on 16 January 2023 and apply to the insurance contracts concluded from this date onwards.

**President of the
Management Board**



Piotr Maria Śliwicki

**Vice-President of the Management Board
for Corporate Insurance**



Adam Roman

Appendix 1 to the General Terms and Conditions of Moja Firma Insurance

Table 1. Assessment of disablement as a result of a personal accident

TYPES OF DISABLEMENT COVERED BY THE SCOPE OF PERSONAL ACCIDENT INSURANCE	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
Post-traumatic total injury	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Sustained extrapyramidal syndrome significantly limiting functional performance of the body and requiring third-party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/special education	100%
Severe mental disturbances which require constant third party care (dementia-like changes, permanent psychoses, frequent and long-lasting psychiatric hospitalisation)	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, 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 which requires a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
Post-traumatic loss of/damage to 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%

TYPES OF DISABLEMENT COVERED BY THE SCOPE OF PERSONAL ACCIDENT INSURANCE	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
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%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%
Post-traumatic loss of/damage to a body part or complete muscle rupture	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V — for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%
Sutured wounds, frostbite or burn	
Cut of face, neck, forearm, and palm	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%

TYPES OF DISABLEMENT COVERED BY THE SCOPE OF PERSONAL ACCIDENT INSURANCE	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
Lacerated wound of other parts of body, including hairy skin on head	2%
3rd degree frostbites (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree frostbites of the face, neck, forearms and palms for each percentage of the body surface	2%
3rd degree burns (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree burns of the face, neck, forearms and palms for each percentage of the body surface	2%
Fracture	
Cranium	4%
Facial skeleton — mandible, maxilla	6%
Jugular bone	3%
Nasal bones — without disfigurement of the nose shape	1%
Nasal bones — with disfigurement of the nose shape, despite the operation	3%
Sternum	4%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	2%
Spinal column	8%
Other fractures	1%
Dislocations	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes II to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
Rotations	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%

TYPES OF DISABLEMENT COVERED BY THE SCOPE OF PERSONAL ACCIDENT INSURANCE	PERCENTAGE OF THE SUM INSURED PAID BY ERGO HESTIA
Iliac joint	3%
Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
Joints of fingers III to V (for each finger)	1%
Post-traumatic complete loss of permanent teeth (for each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
Loss of bodily function: complications, illness	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%
Brain concussion	1%

