



All about Legal Protection Insurance for Owners of Motor Vehicles



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

Legal Protection Insurance for Owners of Motor Vehicles

Insurance Product Information Document

ERGO
HESTIA®

Company: Sopockie Towarzystwo Ubezpieczeń ERGO
Hestia Spółka Akcyjna, Poland

Product: Legal Protection Insurance for Owners of Motor Vehicles

Full details are provided in the **General Terms and Conditions of Legal Protection Insurance for Owners of Motor Vehicles** dated 1 April 2025 (code: AB-OP-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

Jakiego rodzaju jest to ubezpieczenie?

Legal Protection Insurance (Group 17 property insurance from Section II of the Annex to the Act of 11 September 2015 on Insurance and Reinsurance Activity).



What is insured?

- ✓ The purpose of the insurance is to protect the legal interests of the Insured by reimbursing necessary legal costs and expenses, as specified in the General Terms and Conditions of Insurance. The insurance cover applies to legal incidents arising from the ownership or use of a motor vehicle listed in the insurance contract and registered within the territory of the Republic of Poland.
- ✓ Two insurance options are available: Basic and Extended, each with a sum insured of PLN 40,000. In the Basic option, the scope of insurance includes the provision of benefits in the event of: the need to obtain legal advice; the pursuit of claims for compensation arising from personal injury or property damage resulting from a civil offence; defence in criminal proceedings concerning road traffic offences; defence before a court in cases involving breaches of road traffic regulations; representation in proceedings concerning the suspension of a driving licence; representation in matters involving the retention of a vehicle registration certificate; acting as an auxiliary or private prosecutor in criminal or misdemeanour proceedings; enforcement of claims arising from vehicle-related contracts; and enforcement of claims under motor insurance policies.
- ✓ In the Extended option, the scope of insurance includes all benefits covered under the Basic option and, in addition: legal defence before a court or administrative authority in matters relating to compliance with national or international road transport regulations; drivers' hours of work; the technical condition of vehicles used for the carriage of passengers or goods; legal requirements governing the transport of passengers or goods; and regulations regarding the payment of tolls for the use of public roads by motor vehicles, including tolls for bridges, tunnels, and ferry crossings.
- ✓ ERGO Hestia shall reimburse, within the limits of the sum insured and the chosen cover option (Basic or Extended), the following costs, provided they are necessary to protect the legitimate legal interests of the Insured:
 - costs of court proceedings before a common court, including: the Lawyer's fee; court costs for all instances; costs awarded against the Insured in favour of the opposing party (including those awarded by the court in connection with the participation of an auxiliary prosecutor in criminal proceedings); the Insured's travel expenses for attending hearings;
 - the Lawyer's fee for representation before public administrative authorities;
 - the costs of enforcement proceedings conducted by the Insured as creditor, covering a maximum of three enforcement actions relating to any items of enforcement, initiated on the basis of a single enforceable title against the same entity, up to a total limit of 20% of the sum insured.



What is not insured?

The following accidents are excluded from insurance cover:

- ✗ accidents that occurred within three months of the commencement date of insurance cover or are connected with a declaration of intent made within three months of that date; this exclusion does not apply where the insurance contract is renewed for a subsequent period without interruption, or in the case of brand-new vehicles, where the insurance contract was concluded no later than 14 days after the date of purchase;
- ✗ accidents that occurred prior to the conclusion of the insurance contract or are causally linked to an event that took place before the contract was concluded, particularly where such an event involved the establishment, modification, or termination of a subjective right or legal relationship.



Are there any restrictions on cover?

The insurance cover does not include:

- ! the assertion of claims transferred to the Insured or costs for which another party is responsible;
- ! damages, penalties, or fines payable by the Insured;
- ! claims against ERGO Hestia or entities acting on its behalf in connection with the performance of the insurance contract, as well as claims between persons insured under the same insurance contract; in the case of a contract concluded for the benefit of a third party – claims brought by insured persons against the Policyholder;
- ! insured events in which the Insured was driving a vehicle without the required permit or a valid driving licence, or where the accident occurred while operating a vehicle that did not have a valid technical inspection;
- ! claims arising from contracts concluded as part of the Insured's business activity involving the sale, brokerage (including commission-based activity), repair, leasing or rental of vehicles, or the receipt of benefits under leasing, rental, or hire agreements, as well as contracts directly or indirectly related to the carriage of goods or passengers.
- ! incidents involving actual or alleged breaches of tax or customs regulations, as well as actual or alleged breaches of other public law obligations;
- ! cases concerning incidents in which the Insured was driving a vehicle after consuming alcohol or while under the influence of alcohol, drugs, or other similarly acting substances, if this had an impact on the occurrence of the insured event, or where the driver fled the scene of the accident;
- ! incidents occurring in connection with participation in, or preparation for participation in, motor or acrobatic competitions;
- ! cases involving a vehicle that is not a motor vehicle intended for use on land;
- ! costs arising from the deliberate concealment by the Insured of information or documents that could affect the provision of legal assistance or the course of legal proceedings, particularly where such circumstances were established by a final court judgement in civil proceedings and the claim was dismissed on the basis of different factual findings;
- ! costs incurred at the instruction of the Insured which were not necessary for the defence of the Insured's rights or which concern evidence irrelevant to the proceedings;
- ! costs incurred as a result of using the services of individuals who are not licensed to practise the profession or who are not authorised to provide legal assistance in the relevant area;

- ! costs of legal defence of interests where the vehicle specified in the insurance contract was, at the time of the insured event, being used as a taxi or a rental vehicle; cases concerning claims for compensation for damage to cargo transported for commercial purposes using the vehicle specified in the insurance contract.
- ! cases concerning breaches or suspected breaches of regulations governing the conditions for carrying out carriage or road transport, in particular drivers' working time regulations or motorway and expressway tolls, as well as cases concerning breaches of parking bans, no-stopping zones, or other parking offences;
- ! insurance accidents resulting from the wilful commission of a criminal offence or misdemeanour.



Where am I covered?

- ✓ The insurance provides cover for insured events occurring within geographical Europe and in countries bordering the Mediterranean Sea, with the exception of Russia, Ukraine, Belarus, Georgia, Moldova, and Kazakhstan. Under the EXTENDED option, insurance cover includes insured events (legal cases and disputes) occurring within the territory of the European Union, as well as the United Kingdom, Vatican City, Switzerland, Norway, Liechtenstein, and Iceland.



What are my obligations?

Obligations at the beginning of the insurance contract::

- If the Insured is also the Policyholder, they are obliged to disclose to Ergo Hestia all known circumstances that ERGO Hestia requested in the insurance offer form or in other written documents prior to the conclusion of the insurance contract. Where the insurance contract is concluded for the account of another person, this obligation rests with both the policyholder and the insured, unless the insured was unaware that the contract had been concluded for their account. If the Policyholder concludes the contract through a representative, this obligation also applies to the representative and additionally covers circumstances known to the representative.

Obligations during the term of the insurance contract:

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

When a claim is reported, the Insured is obliged to:

- use all available means to protect the insured property and prevent or minimise damage; promptly provide ERGO Hestia with any documents, evidence, information, or explanations requested in connection with the proceedings conducted by ERGO Hestia, and immediately, no later than the same day, inform ERGO Hestia of any full or partial satisfaction of its claims. The Insured is also obliged to keep ERGO Hestia informed of the progress and status of any legal proceedings and forward all pleadings or other relevant legal documents without delay;
- obtain ERGO Hestia's prior written consent for any actions that may give rise to costs resulting from the insured event, and refrain from taking steps that would unnecessarily increase such costs; If it becomes necessary to incur costs, the Insured is required to obtain ERGO Hestia's prior written approval before making any payment;
- secure ERGO Hestia's right to claim reimbursement of any costs incurred, in full or in part; specifically, the Insured undertakes not to enter into settlements, withdraw or amend legal actions without ERGO Hestia's prior written consent;
- before initiating legal proceedings, the Insured must allow ERGO Hestia to conduct a pre-litigation assessment aimed at establishing all relevant circumstances of the insured event and achieving a favourable outcome for the Insured; prior to bringing a case before the court, as well as before filing an appeal or any other legal remedy against a court judgment, the Insured must obtain ERGO Hestia's written approval for covering the legal costs incurred in that instance. Before filing an appeal against a court judgment, the Insured is required to request the above-mentioned approval from ERGO Hestia no later than five days before the deadline for lodging the appeal. The Insured must refrain from initiating legal proceedings until the final conclusion of any ongoing court case, if its outcome may be relevant to the resolution of the dispute, unless immediate legal action is justified by the risk of the claim becoming time-barred or the expiry of a statutory deadline.



When and how do I pay?

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



When does the cover start and end?

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



How do I cancel the contract?

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

Why choose ERGO Hestia Group?

1

Tailor-made insurance.

We offer the possibility to individually configure insurance cover.

2

Nationwide network of advisors.

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

3

We have you covered.

We insure more than 3 million individual clients every year.

4

The trust of the largest companies in the market.

We insure businesses that are crucial to the Polish economy.

5

Over 30 years of experience

We anticipate situations that may affect our clients.

6

Highest quality claims handling.

We settle claims according to a transparent procedure.

7

Open dialogue with clients.

We offer our clients modern and efficient communication channels.

8

Complaints management.

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

9

Client Ombudsman at ERGO Hestia

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

General Terms and Conditions of Legal Protection Insurance for Owners of Motor Vehicles

CODE: AB-OP-01/25

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Editorial unit number	
Conditions for the payment of compensation and other benefits or the surrender value of the insurance	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them
Article 4 Article 5 Article 7 Article 8 Article 9 Article 23(6-7,9-10)	Article 10 Article 21(4-5) Article 22 Article 23(1,4,5,8)

General provisions

Article 1

1. These General Terms and Conditions of Legal Protection Insurance for Owners of Motor Vehicles shall apply to insurance contracts concluded by STU ERGO Hestia Spółka Akcyjna with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", with natural persons, legal persons, and other organisational units without legal personality that are granted legal capacity under the law, hereinafter referred to as the "Policyholders".
2. The insurance contract may regulate the rights and obligations of the parties in a manner that differs from these General Terms and Conditions of Insurance. The inclusion of such additional or differing provisions requires written agreement by both parties, otherwise it shall be deemed null and void.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. In connection with the conclusion of the insurance contract, ERGO Hestia acts as the controller of your personal data. For further details regarding the processing of personal data, please refer to Appendix 1 to these General Terms and Conditions of Insurance.
6. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

Definitions

Article 2

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

Article 3

1. Analysis of contracts or draft contracts	The provision of legal assistance by a Lawyer to the Insured via electronic means, by sending legal opinions and analyses concerning contracts or draft contracts.
2. Business activity	Business activity is defined as an organised, profit-oriented activity carried out in one's own name and on a continuous basis, to which the provisions governing the commencement, conduct, and cessation of business activity in the Republic of Poland apply. This includes the rights and obligations of entrepreneurs and the responsibilities of public authorities in this regard.
3. Travel costs of the Insured to the hearings	These are the costs of the Insured's return travel to attend court hearings held outside the territory of the Republic of Poland, where appearance was compulsory. Reimbursement shall be provided up to the cost of a economy class train ticket. If such transport is unavailable, ERGO Hestia shall reimburse the cost of the nearest equivalent form of public transport (bus or ferry). If the hearing takes place more than 1,500 km from the Insured's place of residence, reimbursement shall be limited to the cost of an economy class flight.
4. Legal information	A service consisting of: 1) information provided via telephone at the number indicated in the insurance document, comprising: a) information related to the subject matter of the insurance, including the rights and obligations of injured parties, property damage arising from vehicle use, the rights and obligations of detained persons, offenders, or persons whose driving licence or registration certificate has been seized; b) guidance on the legal procedures involved in pursuing or defending legal claims; c) information on litigation costs; d) contact details for courts and legal service providers; 2) preparation of legal opinions and analyses of legal documents, contracts, or draft contracts; 3) provision of model contracts.
5. Third parties	Any individuals not participating in the insurance relationship.
6. Asset surety	A form of surety provided under criminal law to avoid pre-trial detention.
7. Vehicle	A vehicle subject to registration in the Republic of Poland in accordance with the provisions of the Road Traffic Law, as well as any other road vehicle powered by an engine with its own energy source or without its own drive or energy source, including trolleybuses, trams, and slow-moving machines.
8. Employee	A natural person, not acting as an entrepreneur, employed by the Insured under an employment contract or a civil law agreement.

9. Lawyer	A person qualified to provide legal assistance in accordance with the provisions of the Act of 26 May 1982 – Law on Advocates, or the Act of 6 July 1982 on Attorneys-at-Law, or under the applicable legal regulations of the country where the legal services are provided.
10. Loss	A detriment to legally protected interests in the form of personal injury or damage to property. In legal expenses insurance, a loss is deemed to be the Insured's incurrence of legal expenses as specified in these General Terms and Conditions of Insurance.
11. Personal injury	Losses resulting from death, bodily injury, or impairment of health. Personal injury also includes the loss of earnings or other benefits that the injured party could have obtained had the injury or health impairment not occurred.
12. Damage to property	Losses resulting from the destruction of, or damage to, movable or immovable property belonging to the injured party, including loss of profits that the injured party could have earned if the damage had not occurred.
13. Preparation of legal opinions and analyses	Provision of legal assistance by a Lawyer to the Insured by electronic means, consisting of the transmission of legal opinions and analyses concerning matters other than those referred to in section 1, as well as the provision of a model document or pleading relevant to the consulted case.
14. Insured	The Policyholder or any third party named in the insurance contract on whose behalf the contract has been concluded, as well as the driver of the insured vehicle at the time of the incident covered by ERGO Hestia's liability, and employees of the Insured who were passengers in the insured vehicle at the time of the incident covered by ERGO Hestia's liability.
15. Provision of model contracts	The provision of model contracts to the Insured via electronic means. Legal assistance does not include participation in contract negotiations, tailoring model contracts to the needs of a specific transaction, or providing opinions on amendments to such contracts — these services require an extension of insurance cover.
16. Lawyer's fees	Remuneration for legal assistance provided, as determined in accordance with Article 23.
17. Insurance accident	An insured event is an occurrence that gives rise to the need to incur legal expenses, including the following cases: <ol style="list-style-type: none"> 1) In the case of the need to obtain legal information – an event that results in a change to the Insured's legal situation. The insured event is deemed to occur on the date of the event that triggered the change in the Insured's legal status; 2) When pursuing claims for damages arising from torts – the event that caused the damage. The insured event is deemed to occur on the date of the act or omission that caused the damage; 3) In criminal cases, misdemeanour cases, cases involving the suspension of a driving licence, proceedings before administrative authorities, and all other legally regulated proceedings – the breach or suspected breach of law by the Insured or a violation of the Insured's rights. The insured accident is deemed to have occurred on the day of the first actual or alleged breach of legal provisions, or the day on which the Insured's rights were violated. 4) In the case of pursuing claims under insurance contracts – the occurrence of a loss or another event covered by an insurance policy concluded with another insurer. The insured accident is deemed to have occurred on the date on which the loss or other insured event took place. 5) In the case of pursuing claims under contracts other than insurance contracts – the first breach of contract or legal provisions. The insured accident is deemed to have occurred on the date of the first infringement of the Insured's rights, the lodging of a complaint, termination of the contract, or any other action giving rise to the dispute.

Subject and scope of insurance

Article 4

The subject of the insurance is the reimbursement of legal assistance costs incurred for the protection of the Insureds' legal interests. The insurance cover applies to legal incidents arising from the ownership or use of a motor vehicle listed in the insurance contract and registered within the territory of the Republic of Poland.

Scope of insurance cover

Article 5

1. The insurance provides cover for insured events occurring within geographical Europe and in countries bordering the Mediterranean Sea, with the exception of Russia, Ukraine, Belarus, Georgia, Moldova, and Kazakhstan. subject to sections 2 and 3.
2. Insurance cover, in respect of the benefits referred to in Articles 7(1) and 7(2)(8)–(9), applies exclusively to insured accidents governed by Polish law.
3. Under the EXTENDED option, insurance cover includes insured events (legal cases and disputes) occurring within the territory of the European Union, as well as the United Kingdom, Vatican City, Switzerland, Norway, Liechtenstein, and Iceland.

Article 6

A legal protection insurance contract can be concluded in one of two options:

- 1) BASIC – legal protection of the vehicle,
- 2) EXTENDED – legal protection in national and international transport.

Basic option

Article 7

1. Under the BASIC option, insurance cover includes, in the cases referred to in section 2, the provision of legal information (in accordance with Article 3(4)), subject to the limitations set out in Articles 9(5) and 10.
2. Under the BASIC option, insurance cover includes, subject to Articles 9 and 10, the provision of legal assistance in the following legal matters and issues:
 - 1) Pursuit of claims for personal injury caused by a tort;
 - 2) Pursuit of claims for property damage caused by a tort;
 - 3) Defence in criminal cases involving offences against road traffic safety;
 - 4) Defence in cases involving misdemeanours relating to road traffic safety and order;
 - 5) Representation in cases concerning the suspension of a driving licence;
 - 6) Representation in cases concerning the retention of a vehicle registration certificate;
 - 7) Representation in criminal or non-criminal cases as an auxiliary or private prosecutor;
 - 8) Pursuit of claims under vehicle-related contracts;
 - 9) Pursuit of claims under vehicle insurance contracts.
3. In cases referred to in section 2(4), insurance cover does not extend to the costs of preparing and submitting an application for the revocation of a criminal fine if, under the law of the jurisdiction where the fine was issued, the fine becomes final upon acceptance.

Extended option

Article 8

1. Under the EXTENDED option, in addition to the scope of cover provided under the BASIC option, insurance cover also includes, subject to Articles 9 and 10, the provision of legal assistance in the following matters:
 - 1) Defence before a court or administrative authority in relation to:
 - a) Conditions for carrying out national or international carriage or road transport;
 - b) Drivers' working time regulations;
 - c) Technical requirements for the vehicle used in the carriage of passengers or goods;
 - d) Rules and legal requirements concerning the transport of passengers or goods;
 - e) Regulations governing toll payments for public road usage by motor vehicles, including crossings over bridges and tunnels on public roads and ferry crossings.
2. If there is an allegation of a breach of law as outlined in section 1, insurance cover shall extend to the Insured, to the Insured's employees held legally responsible for such a breach, and to the driver of the vehicle at the time of the insured accident.
3. In the case of incidents arising from the movement of a combination of vehicles, if the semi-trailer or trailer is not separately insured, insurance cover shall apply only to incidents related to the movement of the insured vehicle. The insurance cover is limited to the events specified in Articles 7(2)(3,5,7) and 8(1)(1).

Catalogue of legal costs and expenses covered under ERGO Hestia's liability

Article 9

1. ERGO Hestia shall, within the scope set out in Articles 7 and 8 and within the sum insured, cover the following legal costs incurred by the Insured:
 - 1) Costs of litigation before ordinary courts, including:
 - a) Lawyer's fees;
 - b) Court fees at all instances;
 - c) Costs awarded against the Insured in favour of the opposing party (including costs for participation of an auxiliary prosecutor in criminal proceedings);
 - d) Travel costs of the Insured to the hearings;
 - 2) The Lawyer's fee for representation before public administrative authorities;
 - 3) Costs of enforcement proceedings conducted by the Insured as creditor, covering a maximum of three enforcement actions relating to any items of enforcement, initiated on the basis of a single enforceable title against the same entity, up to a total limit of 20% of the sum insured;
 - 4) Costs of expert services used to assess vehicle value for claim purposes, up to 1% of the sum insured;
 - 5) Costs of arbitration proceedings, including proceedings for declaring the arbitration award enforceable;
 - 6) Costs of certified translation of documents required for protecting the Insured's interests abroad, up to a maximum of 2.5% of the sum insured.
2. In addition to the benefits listed above, ERGO Hestia shall also reimburse the cost of property surety up to 50% of the sum insured if the surety is paid to an authority within the Republic of Poland, or up to the full sum insured if paid to an authority outside the Republic of Poland.
3. Where multiple claims arise from a single insured accident, and only some are covered under the policy, ERGO Hestia's liability shall extend solely to the costs related to the covered claims.
4. The costs covered by ERGO Hestia shall include value added tax (VAT), unless the Insured is entitled to recover it.
5. In relation to legal information services concerning the preparation of legal opinions and analyses, and analysis of legal documents and contracts or draft contracts as referred to in Article 3(4)(2), the Insured is entitled to a maximum of two such services per policy year.

Exclusion of liability

Article 10

1. ERGO Hestia shall not be liable if the Insured caused the damage intentionally or through gross negligence, unless the payment of compensation is justified under the circumstances.
2. ERGO Hestia's liability does not extend to:
 - 1) insurance accidents arising directly or indirectly from war, acts of terrorism, catastrophes, civil disturbances, riots, strikes, nuclear incidents, or the release, leakage or discharge of any substances into air, water or soil;
 - 2) insurance accidents resulting from the wilful commission of a criminal offence or misdemeanour;
 - 3) the assertion of claims transferred to the Insured or costs for which another party is responsible;
 - 4) damages, penalties, or fines payable by the Insured;
 - 5) claims against ERGO Hestia or entities acting on its behalf in connection with the performance of the insurance contract, as well as claims between persons insured under the same insurance contract; in the case of a contract concluded for the benefit of a third party – claims brought by insured persons against the Policyholder;
 - 6) insured events in which the Insured was driving a vehicle without the required permit or a valid driving licence, or where the accident occurred while operating a vehicle that did not have a valid technical inspection;
 - 7) claims arising from contracts concluded as part of the Insured's business activity involving the sale, brokerage (including commission-based activity), repair, leasing or rental of vehicles, or the receipt of benefits under leasing, rental, or hire agreements, as well as contracts directly or indirectly related to the carriage of goods or passengers.

- 8) incidents involving actual or alleged breaches of tax or customs regulations, as well as actual or alleged breaches of other public law obligations;
 - 9) cases concerning incidents in which the Insured was driving a vehicle after consuming alcohol or while under the influence of alcohol, drugs, or other similarly acting substances, if this had an impact on the occurrence of the insured event, or where the driver fled the scene of the accident;
 - 10) incidents occurring in connection with participation in, or preparation for participation in, motor or acrobatic competitions;
 - 11) cases involving a vehicle that is not a motor vehicle intended for use on land;
 - 12) costs arising from the deliberate concealment by the Insured of information or documents that could affect the provision of legal assistance or the course of legal proceedings, particularly where such circumstances were established by a final court judgement in civil proceedings and the claim was dismissed on the basis of different factual findings;
 - 13) costs incurred at the instruction of the Insured which were not necessary for the defence of the Insured's rights or which concern evidence irrelevant to the proceedings;
 - 14) costs incurred as a result of using the services of individuals who are not licensed to practise the profession or who are not authorised to provide legal assistance in the relevant area;
 - 15) in the Basic option, cases concerning breaches or suspected breaches of regulations governing the conditions for carrying out carriage or road transport, in particular drivers' working time regulations or motorway and expressway tolls, as well as cases concerning breaches of parking bans, no-stopping zones, or other parking offences;
 - 16) costs of the defence of legal interests if the vehicle specified in the insurance contract was being used as a taxi or rental vehicle at the time of the insurance accident;
 - 17) costs caused by the opposing party's set-off of a claim not related to the insurance accident;
 - 18) claims for damage to cargo transported for commercial purposes in a vehicle specified in the insurance contract.
3. Insurance cover is also excluded for insurance accidents:
 - 1) referred to in Article 3(17)(5), and which occur within three months from the date of commencement of cover;
 - 2) which occurred prior to the conclusion of the insurance contract or are causally linked to an event that took place before the contract was concluded, particularly where such an event involved the establishment, modification, or termination of a subjective right or legal relationship.
 4. Article 2 of the Civil Code does not apply:
 - 1) if the insurance contract continues into the next insurance period without a single day's interruption;
 - 2) for brand-new vehicles, if the insurance contract was concluded no later than 14 days after the purchase of the vehicle.

Conclusion of an insurance contract

Article 11

1. The insurance contract is concluded on the basis of an insurance application drawn up in writing.
2. The application should include, at a minimum:
 - 1) name and address of the Policyholder (PESEL (Personal Identification Number), REGON (National Business Register Number), NIP (Tax Identification Number))
 - 2) the Insured's name and address (PESEL (Personal Identification Number), REGON (National Business Register Number), NIP (Tax Identification Number)), if the contract is concluded on behalf of a third party,
 - 3) the insurance period,
 - 4) the sum insured;
 - 5) the subject and scope of the insurance;
 - 6) vehicle details;
 - 7) insurance history details.
3. ERGO Hestia may make the conclusion of the insurance contract conditional upon receiving in writing additional information relating to the contract.
4. ERGO Hestia confirms the conclusion of the insurance contract with a policy.

Conclusion of a contract on behalf of a third party

Article 12

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

Sum insured

Article 13

1. The sum insured shall be specified in the insurance agreement and shall constitute the upper limit of ERGO Hestia's liability for each insurance accident, as well as for all insurance accidents in total during the annual insurance period, subject to the sub-limits of the sum insured specified herein.
2. The sum insured, the sub-limits of the sum insured, and the benefit limits are drawn down during the insurance period and are reduced by the value or quantity of the benefits provided.
3. The use of the benefits referred to in Article 3(4) shall not reduce the sum insured. ERGO Hestia's liability shall be limited by the benefit limits specified in Article 9.5.

Insurance premium

Article 14

1. The insurance premium shall be calculated based on the tariff in force on the date of conclusion of the contract, following an assessment of the risk.
2. The insurance premium shall be payable in a single amount; at the request of the Policyholder, the premium may be paid in instalments. The payment dates and amounts of subsequent instalments shall be specified in the insurance contract.
3. When determining the premium, the following are taken into account:
 - 1) the insurance period,
 - 2) the sum insured;
 - 3) the scope of insurance cover;
 - 4) the insurance history;
 - 5) the type of vehicle

Period of insurance and duration of ERGO Hestia's liability

Article 15

1. The period of insurance shall be specified in the Insurance contract.
2. The commencement date of the insurance period shall be as agreed between the parties.
3. The insurance period is 12 months.

Article 16

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

Rights and obligations of the parties

Article 17

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

Article 18

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

Article 19

1. In the event of an insurance accident, the Insured shall report it to ERGO Hestia in writing promptly, and no later than within 7 days of its occurrence. The Insured shall at the same time provide ERGO Hestia with exhaustive and truthful information regarding the insurance accident and submit all documents and other evidence in their possession.
2. The Insured shall be obliged to promptly provide ERGO Hestia with any documents, evidence, information, or explanations required by ERGO Hestia in connection with the reported insurance accident. The Insured shall also promptly inform ERGO Hestia, no later than on the same day, of any settlement of claims, whether in whole or in part. The Insured is also obliged to keep ERGO Hestia informed of the progress and status of any legal proceedings and forward all pleadings or other relevant legal documents without delay.
3. The Insured shall be obliged to obtain ERGO Hestia's prior written consent for any actions that may give rise to costs resulting from the insured event, and refrain from taking steps that would unnecessarily increase such costs. If it is necessary to incur the costs referred to in Article 9(1) and (2), the Insured shall agree the amount of such costs with ERGO Hestia in writing before payment is made.
4. The Insured agrees to secure ERGO Hestia's right to claim reimbursement of any costs incurred, in full or in part; specifically, the Insured undertakes not to enter into settlements, withdraw or amend legal actions without ERGO Hestia's prior written consent.
5. In the event of a claim, the Insured is further obliged to:
 - 1) prior to initiating legal action, allow ERGO Hestia to conduct a pre-court investigation to determine the circumstances of the insurance accident and to identify actions that may resolve the matter in the Insured's best interest;
 - 2) before initiating legal proceedings or lodging an appeal or other legal remedy, agree with ERGO Hestia on the justification for covering the Insured's legal costs. Before filing an appeal against a court judgement, the Insured is required to request the above-mentioned approval from ERGO Hestia no later than five days before the deadline for lodging the appeal. The above provision shall not affect Article 21(3);
 - 3) refrain from initiating legal proceedings until the final conclusion of any ongoing court case, if its outcome may be relevant to the resolution of the dispute, unless immediate legal action is justified by the risk of the claim becoming time-barred or the expiry of a statutory deadline.
6. If the Insured fails to fulfil the obligations arising from these General Terms and Conditions of Insurance by performing or omitting a pre-court or court action, thereby causing the loss of the right to reimbursement of legal costs, ERGO Hestia may demand reimbursement of the legal protection costs covered under the insurance agreement resulting from such action or omission.
7. Notification of an insurance accident to ERGO Hestia shall not release the Insured from obligations owed to other entities, in particular: courts, the Public Prosecutor's Office, the Police, public authorities, or entities with whom the Insured has concluded a contract that is the subject of the dispute. Nor does it release the Insured from the obligation to take actions necessary to preserve the secure of further pursuing claims or defending themselves in court, including, in particular: filing claims, notifying the seller of a defect, initiating judicial or administrative proceedings, raising objections, submitting motions for evidence, lodging an opposition, complaint, appeal, or any other legal remedy.

ERGO Hestia's liability and performance of the insurance obligation

Article 20

1. Immediately after reporting an insurance accident, ERGO Hestia shall begin an investigation to establish the facts, assess liability, and determine the benefit amount. ERGO Hestia shall inform the claimant—in writing or another agreed format—what documents are required to determine liability or benefit amount, if necessary for further proceedings.
2. ERGO Hestia shall provide insurance cover in order to defend the legal interests of the Insured and resolve the legal issue arising from the insurance accident in the Insured's best interest.

Article 21

1. The Insured has the right to choose a Lawyer to represent or defend them in judicial or administrative proceedings.
2. At the Insured's request, ERGO Hestia will provide a list of Lawyers available for representation.
3. The Lawyer shall be appointed by the Insured via power of attorney and shall be solely accountable to the Insured.
4. ERGO Hestia shall not be liable for the actions or omissions of the Lawyer. The power of attorney granted by the Insured shall require the Lawyer to keep ERGO Hestia informed of the case's progress.
5. If the Insured resigns from the Lawyer representing them in the case and entrusts the handling of the case to another Lawyer, ERGO Hestia shall be released from any obligation to bear the costs arising from the change of the representing Lawyer.

Article 22

1. Where multiple claims arise from a single insured accident, and only some are covered under the policy, ERGO Hestia's liability shall extend solely to the covered legal costs. The provisions of the preceding sentence shall not apply to insurance accidents resulting from events that occurred prior to the conclusion of the agreement and for which, regardless of the date on which the Insured's claim arose, ERGO Hestia bears no liability in full.
2. If, in criminal or misdemeanour proceedings, the Insured is charged—due to a single insurance accident—with more than one crime or misdemeanour, ERGO Hestia's liability shall cover legal costs in proportion to the number of crimes or misdemeanours covered under the insurance in relation to the total number of charges. The provisions of the preceding sentence shall also apply in the event of allegations of legal violations by the Insured that are reviewed in proceedings other than criminal or misdemeanour proceedings.
3. Subject to other provisions, if in a criminal or misdemeanour proceeding a final judgment acquits the Insured of the charge of committing an intentional crime or misdemeanour, ERGO Hestia shall cover the defence costs that the Insured would have been obliged to bear in accordance with Article 9. The provisions of the preceding sentence shall also apply when determining ERGO Hestia's liability in other legal proceedings, provided that ERGO Hestia is not liable for legal costs arising from an intentional breach of law by the Insured.

Article 23

1. The amount of reimbursement for the Lawyer's fees shall be determined in accordance with the applicable legal provisions governing the minimum rates of remuneration for the Lawyer's services, subject to sections 2 to 4.
2. In the absence of such provisions, the rules used by courts to award legal representation or defence costs to a Lawyer shall apply. If those are also unavailable, the provisions governing the principles by which the State (State Treasury) incurs the costs of unpaid legal aid provided ex officio shall apply accordingly.
3. The principles outlined in sections 1 and 2 shall also apply to insurance accidents falling under the jurisdiction of foreign courts.
4. If the amount of legal costs and expenses is not determined by legal regulations, such costs shall be reimbursed based on average market rates or on the basis of a written agreement previously concluded with ERGO Hestia in accordance with Article 19(3).
5. The insurance benefit shall include value added tax (VAT) if the Insured is not entitled to reduce the amount of output tax by the amount of input tax (i.e. is not entitled to deduct VAT).
6. The costs of legal protection shall be borne by ERGO Hestia from the moment the insurance accident is reported—subject to Article 19(7), provided that such costs are necessary and legally justified for the protection of the Insured's legal interests.
7. Legal costs shall be reimbursed by ERGO Hestia up to the limits set forth in these General Terms and Conditions of Insurance, on the basis of documents confirming either payment or an obligation to pay such costs by the Insured. The documents referred to in the preceding sentence shall include, in particular: invoices, receipts, court or authority subpoenas, and copies of judgments issued by courts or other authorities.
8. If the Insured appoints a Lawyer whose office is located outside the district where the court having local and material jurisdiction to hear the case at first instance is seated, ERGO Hestia shall not reimburse the Lawyer's travel costs for attending court hearings.
9. The rules specified in sections 1 and 2, as well as the procedure described in section 4, shall also apply to determining the Lawyer's remuneration in cases involving representation before state or local government authorities.
10. The provisions of sections 1 to 9 shall apply accordingly in the context of class action, with the reservation that ERGO Hestia shall cover only those costs attributable to the Insured, proportionate to their share in the total costs of the proceedings. ERGO Hestia shall also cover the Insured's share of the costs of unsuccessful proceedings, proportionate to the value of the Insured's claims relative to the total value of claims asserted in the class action, unless the final court judgement apportions those costs individually.

Article 24

1. In the event of a divergence of views between ERGO Hestia and the Insured regarding the prospects of a favourable outcome for the Insured, the Insured may request that a legal opinion be prepared by a Lawyer of their choice before initiating legal proceedings. To this end, within 14 days of receiving a refusal of liability from ERGO Hestia, the Insured must select a Lawyer and arrange for a legal opinion to be prepared on the prospects of the case ending in the Insured's favour. Within 14 days of the Insured naming their chosen Lawyer, ERGO Hestia shall also appoint a Lawyer and arrange for an independent legal opinion to be drawn up.
2. If the legal opinion prepared by the Insured's Lawyer, and confirmed by the Lawyer appointed by ERGO Hestia, supports the existence of reasonable prospects for a favourable outcome, ERGO Hestia shall issue a decision accepting liability under the insurance policy.

Subrogation

Article 25

1. Where the Insured's wilful misconduct has been established by a final court judgment in criminal or misdemeanour proceedings, ERGO Hestia shall be entitled to recover any insurance benefits previously paid in connection with the insured accident.
2. If the amount of an asset surety is returned to the Insured, the Insured shall be required to repay the corresponding amount to ERGO Hestia within 14 days of receipt.
3. If a final court ruling determines that the amount of the asset surety is not to be refunded in full or in part, particularly in cases where forfeiture of the surety has been ordered or it has been credited towards an imposed penalty, the Insured shall be obliged to reimburse ERGO Hestia for the costs of the asset surety within 14 days from the date the ruling becomes final.
4. If the factual findings of a final court judgement demonstrate that the information, documents, witness statements, or explanations provided by the Insured to ERGO Hestia regarding the circumstances of the event were false, ERGO Hestia shall be entitled to claim compensation for the legal costs paid in connection with the insured event.

Article 26

1. On the date on which compensation is paid by ERGO Hestia, the Insurer's right to claim against a third party responsible for the loss shall transfer by operation of law to ERGO Hestia, up to the amount of the compensation paid. If ERGO Hestia has covered only part of the loss, the Insured shall retain priority in recovering the remaining portion of the loss before any subrogated claim by ERGO Hestia.
2. Claims of the Insured against individuals with whom they share a common household shall not be transferred to ERGO Hestia, unless the damage was caused intentionally by the perpetrator.
3. The provisions above shall apply accordingly where the insurance contract is concluded on behalf of a third party.
4. Any claims the Insured may have against third parties for the reimbursement of litigation or other legal costs incurred by ERGO Hestia shall be deemed assigned to ERGO Hestia at the moment such costs are incurred.
5. The Insured is obliged to cooperate with ERGO Hestia in proceedings concerning the recovery of such costs, and in particular must provide ERGO Hestia with all information and documentation necessary to pursue reimbursement. The Insured shall notify in writing any third party responsible for reimbursing costs incurred or to be incurred by ERGO Hestia of the assignment of those claims, or confirm ERGO Hestia's authorisation to recover such costs on the Insured's behalf.
6. If such costs, payable to ERGO Hestia in accordance with the foregoing, are reimbursed directly to the Insured, they shall be forwarded to ERGO Hestia without delay, and in any case no later than within 7 days of receipt.

Termination of the insurance relationship

Article 27

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

Article 28

1. If the insurance contract is terminated for reasons set out in Article 27, the unused portion of the premium shall be refunded, subject to sections 2 and 3.
2. In the event of a transfer of ownership of the vehicle, an application for reimbursement of the premium shall additionally require proof of the transfer of ownership of the vehicle.
3. The unused insurance period shall be calculated from the day following the termination of the contract.

Final provisions

Article 29

1. All notices and declarations of the contracting parties shall be made in writing, subject to section 3 below.
2. Both contracting parties are obliged to inform each other of any change of residential address or registered office.
3. The parties may agree in the insurance contract that notices and declarations shall be delivered by electronic means (email), text messages (SMS), fax or telephone, to the email address, electronic delivery address, helpline number of ERGO Hestia, mobile or landline telephone number indicated by the Policyholder. The submission of certificates and statements in these formats may be introduced at any time, upon the request or with the consent of the Policyholder, together with the provision of their address or telephone number.

Article 30

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

Article 31

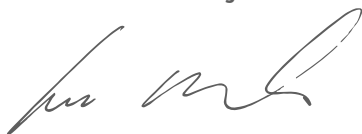
1. Insurance contracts shall be concluded under Polish law.
2. Disputes arising from the insurance contract shall be governed by Polish law and may be brought before courts of general jurisdiction or before the court having jurisdiction over:
 - 1) the place of residence or registered office of the Policyholder,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

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

Article 32

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

President Of The Management Board



Artur Borowiński

Vice-President of the Management Board



Adam Roman

Appendix No. 1 to the General Terms and Conditions of Immediate Assistance Costs Insurance Hestia Car Assistance for Corporate Clients

Statement by the Personal Data Controller

Personal Data Controller

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

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

Data Protection Officer

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

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

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

Purposes of Personal Data Processing

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

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

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

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

Legal basis for the processing of your personal data

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

Recipients of your personal data

Your personal data may be transferred to:

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

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

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

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

We may transfer data to a third country:

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

Recipients of data in third countries may include:

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

We will transfer your personal data if it is necessary:

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

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

Data subject rights in relation to personal data processing

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

To exercise these rights, please contact us.

Retention period of your personal data

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

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

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

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

Information about the requirement to provide data

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

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

Providing personal data for marketing purposes is voluntary.