



All about Legal Protection Insurance for Motor Vehicle Owners



- Document containing information on the insurance product
- General Terms and Conditions

Legal Protection Insurance for Motor Vehicle Owners

ERGO
HESTIA®

Document containing information on the insurance product

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

**Product: Legal Protection Insurance for Motor Vehicle
Owners**

Full details are given in the **General Terms and Conditions of Legal Protection Insurance for Motor Vehicle Owners** dated 8 October 2023 (code: AB-OP-21/23). The terms used herein shall have the meaning specified in the GTCI.

What kind of insurance is this?

Legal protection insurance (property insurance group 17 of Section II of the Appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).



What is the subject of insurance?

- ✓ The subject of the insurance is the protection of the legal interests of the Insured, consisting of the reimbursement of necessary legal costs and expenses as indicated in the general terms and conditions of insurance. The insurance covers insurance events related to the ownership or use of the motor vehicle listed in the insurance agreement and registered in the territory of the Republic of Poland.
- ✓ Insurance is available in two options: Basic and Extended, with the sum insured of PLN 40,000 in each option.
- ✓ In the Basic Option, the scope of insurance covers the provision of insurance benefits in the event of the need to obtain legal information; pursuit of claims for damages for a personal injury or damage to property, caused by a tort; defence in criminal cases involving offences against traffic safety; defence before a court in cases involving offences against traffic safety and order; representation in cases involving the seizure of a driving licence; representation in cases related to the retention of a registration certificate; representation in criminal or minor offence cases as a subsidiary or private prosecutor; investigation of claims under vehicle agreements; investigation of claims under vehicle insurance agreements.
- ✓ In the Extended Option, the scope of insurance covers the provision of insurance benefits in the case specified in the Basic Option and defence before a court or administrative authority in respect of: conditions of performing carriage or domestic/international transport by road; drivers' working time; technical conditions of the vehicle used for carrying passengers or goods; principles and legal requirements for carrying passengers or goods; regulations governing the rules for the payment of tolls for travel on public roads by motor vehicles, as well as for travel over bridges and tunnels located on public roads and ferry crossings on public roads.
- ✓ ERGO Hestia shall, within the scope regulated under the Basic Option or Extended Option and within the limits of the sum insured, reimburse costs if they are necessary to represent the Insured's legitimate legal interests:
 - the costs of trial before a common court, including the Lawyer's fees; court costs of all instances; costs adjudged from the Insured to the opposing party (including costs adjudged by the court for participation in criminal proceedings of a subsidiary prosecutor); costs of travel of the Insured to the hearings;
 - the Lawyer's fees for representation before public administration authorities;
 - the costs of enforcement proceedings conducted by the Insured as a creditor, in respect of a maximum of any three subjects of enforcement, undertaken on the basis of a single enforcement title against the same subject, up to a total of 20% of the sum insured;
 - the costs of expert services in vehicle valuation to determine the value of the Insured's claims, not exceeding in total 1% of the sum insured;
 - the costs of the arbitration proceedings until the conclusion of the proceedings to declare the enforceability of the arbitration award, including the costs of the proceedings to declare the enforceability of the arbitration award;
 - the costs of certified translation of documents needed to defend the Insured's interests abroad, up to an amount not exceeding 2.5% of the sum insured;
 - the costs of a surety up to 50% of the sum insured where the surety is payable to authorities located within the territory of the Republic of Poland, or up to the amount of the sum insured where it is payable to authorities located outside the Republic of Poland;



What is not covered by the insurance?

Insurance coverage excludes accidents that:



- ✗ occurred within 3 months from the date of commencement of the insurance cover or are connected with a declaration of intent made within 3 months from the date of commencement of the insurance cover; the exclusion does not apply if the insurance agreement is continued for the next insurance period, without a single day of interruption and in the case of insurance of brand-new vehicles if the insurance agreement was concluded no later than 14 days from the date of purchase of this vehicle,
- ✗ occurred prior to the conclusion of the insurance agreement or are causally connected with an event that occurred prior to the conclusion of the insurance agreement, in particular consisting in the creation, change or cessation of a subjective right or legal relationship.



What are limitations in terms of insurance coverage?

The insurance cover does not include:

- ! the assertion of claims that have been transferred to the Insured or costs that a person other than the Insured is obliged to bear;
- ! damages, penalties or fines to be paid by the Insured;
- ! claims against ERGO Hestia or entities acting on its behalf in order to perform the insurance agreement, as well as claims between the insured persons under the same insurance agreement; in the case of an agreement concluded for the account of a third party – claims of the insured persons against the Policyholder;
- ! insurance events concerning events occurring in connection with driving a vehicle by the Insured without the required permit or valid authorisation to drive a vehicle, as well as when the event occurs in connection with driving a vehicle that does not have an up-to-date technical inspection;
- ! claims connected with agreements concluded within the scope of the Insured's business activity consisting of sale, agency in sale (including commission activity), repair of vehicles or making a vehicle available for use or deriving benefits under a hire, rental or lease agreement, as well as agreements covering directly or indirectly the transport of goods or persons;
- ! events involving actual or alleged infringements of tax legislation, customs legislation, and actual or alleged infringements of legislation governing other public-law liabilities;
- ! cases concerning events occurring in connection with the Policyholder's driving a vehicle after the use of alcohol or in a state of intoxication, under the influence of drugs or other similar substances if this influenced the occurrence of an insurance event, as well as when the vehicle driver left the scene of the accident;
- ! incidents occurring in connection with participation in or preparation for participation in a motor or acrobatic competition;
- ! cases involving a vehicle which is not a motor vehicle travelling on land;
- ! costs connected with the Insured's intentional concealment of information and documents which could affect the provision of legal assistance or the course of proceedings, in particular when the circumstances have been established by a final court ruling in civil proceedings and the court has dismissed the action due to different findings of fact;
- ! costs incurred on the Insured's instructions which were not necessary for the defence of the Insured's rights or which relate to evidence irrelevant to the proceedings;
- ! costs incurred as a result of using the services of persons who are not authorised to practise law or who are not authorised to provide legal assistance in the field in question;

	<ul style="list-style-type: none"> - in the case of services in the scope of legal information concerning the preparation of legal opinions and analyses as well as analysis of legal documentation and analysis of (draft) agreements referred to in § 3(4) (2) of the GTCI, there is a limit of 2 benefits per year of insurance; 		<ul style="list-style-type: none"> ! defence of legal interests if the vehicle specified in the insurance agreement was, at the time of the insurance event, being used as a taxi or car for rental; ! cases concerning claims for compensation for damage to cargo transported for commercial purposes by a vehicle named in the insurance agreement; ! in the Basic Option, cases concerning the infringement or suspected infringement of regulations specifying the conditions for carrying out carriage or road transport, in particular regulations on drivers' working time or on motorway or motorway tolls, and cases concerning the infringement of a parking ban, a ban on stopping or parking in an unlawful manner; ! insurance events involving an intentional crime or minor offence.
	<p>Where is the insurance valid?</p> <ul style="list-style-type: none"> ✓ Insurance cover is provided for insurance events occurring in Europe (in the geographical sense) and in the countries of the Mediterranean basin (excluding Russia, Ukraine, Belarus, Georgia, Moldova and Kazakhstan). In the EXTENDED Option, insurance cover is provided for insurance events (cases and legal problems), should they occur within the European Union and the United Kingdom, Vatican City, Switzerland, Norway, Liechtenstein and Iceland. 		
	<p>What are the obligations of the Insured?</p> <p>Obligations at the beginning of the agreement:</p> <ul style="list-style-type: none"> - If the Insured is also the Policyholder, they are obliged to inform ERGO Hestia of all circumstances known to them, about which ERGO Hestia inquired in the proposal form or in other letters prior to the conclusion of the agreement; where an insurance agreement is concluded for the account of a third party, this obligation shall rest with both the Insurer and the Policyholder, unless the Insured was not aware that the agreement had been concluded for their account. If the Policyholder enters into the agreement through a representative, this obligation shall apply also to the representative and it shall cover circumstances known to the representative. <p>Obligations during the term of the insurance agreement:</p> <ul style="list-style-type: none"> - The Insured being also the Policyholder shall pay the premium. - The Insured being also the Policyholder shall promptly notify ERGO Hestia about any changes in circumstances which may increase the probability of an accident and which were inquired about by ERGO Hestia in the insurance application or in other letters prior to the conclusion of the Agreement. <p>If a claim is presented/submitted, the Insured is obliged to:</p> <ul style="list-style-type: none"> - use available means to rescue the subject of insurance and prevent the loss or reduce its extent, promptly provide documents, evidence, information or explanations required by ERGO Hestia in connection with the proceedings conducted by ERGO Hestia, and promptly, but not later than on the same day, notify ERGO Hestia of each case in which their claims are satisfied in whole or in part; the Insured shall also inform about the course and status of the court case and provide any pleadings or other documents related to the case; - agree with ERGO Hestia, in writing, any actions which cause or may cause costs resulting from the insurance event and not to undertake actions which would contribute to their excessive increase. In the case of the necessity to incur costs, the Insured shall obtain prior written approval from ERGO Hestia before paying them; - secure ERGO Hestia's right to claim reimbursement of costs incurred by them in whole or in part, in particular the Insured undertakes not to conclude any settlement, withdraw or change the action without obtaining ERGO Hestia's prior written consent; - allow ERGO Hestia, before bringing an action before a court, to carry out a pre-court investigation with a view to establishing all the circumstances of the insurance accident and concluding the way in a way satisfactory for the Insured; before bringing an action before a court, as well as before lodging an appeal or any other legal remedy against a court ruling, obtain ERGO Hestia's written approval for covering the costs of the Insured's legal action in a given instance. Before lodging an appeal against a court ruling, the Insured shall request ERGO Hestia for the above approval no less than 5 days prior to the expiry of the time limit for lodging the appeal. Refrain from instituting legal proceedings until the final conclusion of other court proceedings which are already pending, if their outcome may be significant for the settlement of the dispute and the immediate bringing of the case to court is not justified by the statute of limitations of the claim or the expiry of the time limit. 		
	<p>How and when should premiums be paid?</p> <p>The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on the arrangements of the parties to the insurance agreement, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an intermediary.</p>		
	<p>When does the insurance coverage start and end?</p> <p>The insurance agreement is concluded for up to 12 months. The liability of ERGO Hestia shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment.</p>		
	<p>How can the agreement be terminated?</p> <p>If the insurance agreement is concluded for more than 6 months, the Policyholder may withdraw from the agreement within 30 days, and if the Policyholder is an entrepreneur, they may withdraw from the agreement within 7 days from the date of concluding the agreement. If the Insurer did not inform, at the latest on the date when the agreement was signed, the Policyholder being a consumer about the right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder being a consumer became aware of this right. Withdrawing from the insurance agreement shall not relieve the Policyholder from the obligation to pay the insurance premium for the period in which the Insurer has provided the Insurance Cover.</p>		

Why ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable you to customise your insurance coverage.

2

A nationwide network of advisors.

Our Clients can benefit from the expertise of thousands of our Agents across the country.

3

We protect you.

We provide protection for 1,500,000 individual Clients every day.

4

Trusted by the largest market players.

We protect companies that are key to the Polish economy.

5

25 years of experience.

We anticipate situations that may occur to our Clients.

6

Top quality of loss adjustment.

Our loss adjustment procedures are transparent.

7

Open dialogue with our Clients.

We talk to our Clients via the online Forum of Ideas.

8

Complaint management.

We listen to our Clients and analyse their complaints and claims.

9

ERGO Hestia Customer Ombudsman.

We establish relationships with Clients, investigate problems and look for solutions.



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

CODE: AB-OP-01/23

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Information table governing the issues referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities (Journal of Laws, item 1844, of 10 November 2015)

Editing unit number	
Prerequisites for the payment of compensation and other benefits or the surrender value of insurance:	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits:
§ 4, § 5, § 7, § 8, § 9.	§ 10, § 21(4) and (5).

General Provisions

§ 1

1. These General Terms and Conditions of Legal Protection Insurance for Motor Vehicle Owners shall apply to insurance agreements entered into by STU ERGO Hestia Spółka Akcyjna with its registered office in Sopot, 81-731 Sopot, ul. Hestii 1, KRS No. 0000024812, 8th Commercial Division of the Gdańsk-Północ District Court in Gdańsk, NIP 585-000-16-90, with a share capital of PLN 196,580,900, fully paid up, hereinafter referred to as “ERGO Hestia”, with natural persons, legal entities and other organisational units which are not legal entities and which are granted legal capacity by law, hereinafter referred to as the “Policyholders”.
2. The insurance agreement may regulate the rights and duties of the parties in a manner different from these General Terms and Conditions of Insurance. The introduction of such additional or different provisions shall require their acceptance by both parties to the agreement in writing on pain of nullity.
3. Prior to concluding the insurance agreement, the Policyholder should thoroughly read the General Terms and Conditions of Insurance.
4. Please note that the definitions of terms used can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law.
5. In connection with the insurance agreement concluded, ERGO Hestia is the controller of your personal data. Detailed information on the processing of personal data is provided in Appendix No. 1 to these General Terms and Conditions of Insurance.
6. ERGO Hestia has the status of a large entrepreneur as defined in the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions.

Definitions

§ 2

The terms used in these General Terms and Conditions of Insurance shall have the meaning specified in the definitions given below in § 3.

§ 3

1. Analysis of agreements or draft agreements	the provision of legal assistance by the Lawyer to the Insured electronically by sending legal opinions and analyses concerning agreements or draft agreements.
2. Business activity	business activity is an organised profit-making activity, carried out on one's own behalf and in a continuous manner, to which the regulations governing the principles of commencement, performance and termination of business activity in the territory of the Republic of Poland apply, including the rights and obligations of entrepreneurs and the relevant tasks of public authorities.
3. Costs of travel of the Insured to the hearings	the costs of the Insured's return travel to the courts located outside the territory of the Republic of Poland, if appearance was compulsory. The costs shall be reimbursed up to the maximum amount of the price of a train ticket in a second class carriage. If such means of transport is not available, ERGO Hestia shall reimburse costs up to the maximum amount of the cost of a comparable public means of transport (bus, ferry). If the place of the hearing is situated more than 1,500 km away from the Policyholder's place residence, the costs shall be reimbursed up to the amount of the cost of an economy-class flight.

4. Legal information	a service consisting of: 1) providing by telephone, at the number indicated in the insurance document: a) information related to the subject of the insurance, inter alia with regard to the rights and obligations of the injured party, damage to property on persons in connection with the movement of vehicles, the rights and obligations of the arrested person, the rights and obligations of the offender, the rights and obligations of the person whose registration certificate or driving licence has been retained, b) information on the legal procedure for conducting legal disputes and for asserting/defending one's rights, c) information on the costs of conducting legal disputes, d) contact details of courts and legal service providers; 2) preparation of legal opinions and analyses of legal documentation and analyses of (draft) agreements; 3) providing model agreements.
5. Third parties	all persons outside of the insurance relationship.
6. Surety	surety provided for in criminal law to avoid a temporary arrest.
7. Vehicle	a vehicle subject to registration in the Republic of Poland pursuant to Road Traffic Act Law and other road vehicle propelled by an engine from its own source of energy and without its own propulsion or its own source of energy, as well as a trolleybus and a tram, a slow-moving machine.
8. Employee	a natural person not being an entrepreneur, employed by the Insured under an employment contract or a civil law contract.
9. Lawyer	a person entitled to provide legal assistance in accordance with the Act of 26 May 1982 – Law on Advocates or the Act of 6 July 1982 on Legal Counsels, or in accordance with the relevant regulations in force in the country where legal services are due to be provided.
10. Loss	impairment of legally protected goods in the form of personal injury or damage to property; in legal costs insurance, the loss shall be regarded as incurred by the Insured in respect of the legal costs indicated in these GTCL.
11. Personal injury	losses that result from death, bodily injury or disturbance of health. Personal injury is also the victim's loss of benefits that they could have achieved if they had not suffered bodily injury or disturbance of health.
12. Property damage	losses caused by the destruction of or damage to the injured person's movable or immovable property, as well as the lost benefits that they could have achieved if their property had not been destroyed or damaged.
13. Provision of legal opinions and analyses	provision of legal assistance by the Lawyer to the Insured by electronic means by sending legal opinions and analyses with respect to matters other than those specified in section 1, as well as providing the Insured with a model document or pleading relating to the matter of the opinion.
14. Insured	the Policyholder or a third party named in the insurance agreement for whose account the insurance agreement was concluded, as well as the driver of the insured vehicle at the time of the event covered by ERGO Hestia's liability and the Policyholder's employees who are passengers of the insured vehicle at the time of the event covered by ERGO Hestia's liability.
15. Provision of model agreements	provision of model agreements for the Insured by electronic means. Legal assistance does not include participation in agreement negotiations, adjusting a model agreement to the needs of a specific transaction or giving an opinion on amendments to model agreements, which are additional services requiring an extension of cover.
16. Lawyer's fees	remuneration for legal assistance provided, determined in accordance with § 23.

17. Insurance event

an event resulting in the necessity to incur legal expenses, which is considered to be:

- 1) in the case of the need to obtain legal information – an event that causes a change in the legal situation of the Insured, where the moment when the insurance event occurs shall be deemed to be the day on which the event occurs that causes a change in the legal situation of the Insured,
- 2) in the case of claims for compensation arising out of torts – an event causing a loss. The day on which the event (act or omission) causing the loss occurred shall be deemed to be the time of occurrence of the insurance event,
- 3) in criminal cases, in minor offence cases, in cases involving the seizure of a driving licence (driving authorisation), in proceedings before administrative authorities, as well as any other legally regulated proceedings – a violation or a suspected violation of the law by the Insured or a violation of their rights. The time of occurrence of the insurance event shall be deemed to be the day on which the first actual or suspected violation of the law occurred, or the day on which the Insured's rights were violated,
- 4) when asserting claims under insurance agreements – the occurrence of a loss or another event covered by an insurance agreement concluded with another insurer. The time of occurrence of the insurance event shall be deemed to be the day on which the loss or any other insurance event occurred,
- 5) when asserting claims from agreements other than an insurance agreement – the first breach of the agreement or legal regulations. The time of occurrence of the insurance event shall be deemed to be the day on which the Insured's rights were violated for the first time, a complaint was lodged, the agreement was terminated or any other action giving rise to a dispute occurred.

Subject of insurance

§ 4

The insurance concerns the covering of costs of legal assistance provided to protect the Insured's legal interests. The insurance covers insurance events related to the ownership or use of the motor vehicle listed in the insurance agreement and registered in the territory of the Republic of Poland.

Scope of Insurance

§ 5

1. The insurance covers accidents occurring in Europe (in the geographical sense) and in the countries of the Mediterranean basin (excluding Russia, Ukraine, Belarus, Georgia, Moldova and Kazakhstan), subject to sections 2 and 3.
2. In the scope of the benefits referred to in § 7(1) and § 7(2)(8)–9), the insurance shall cover only insurance event for which Polish law is applicable.
3. In the EXTENDED Option, insurance cover is provided for insurance events (cases and legal problems), should they occur within the European Union and the United Kingdom, Vatican City, Switzerland, Norway, Liechtenstein and Iceland.

§ 6

The legal protection insurance agreement may be concluded in two options:

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

Basic Option

§ 7

1. The scope of cover under the BASIC option shall include, in matters referred to in section 2, the provision of legal information (in accordance with § 3(4), subject to § 9(5) and § 10.
2. In the BASIC option, the scope of insurance covers the provision of insurance benefits, subject to § 9 and § 10, in the case of the following legal matters and problems:
 - 1) asserting claims for compensation for a personal injury caused by a tort,
 - 2) asserting claims for compensation for damage to property caused by a tort,
 - 3) defence in criminal cases involving offences against traffic safety,
 - 4) defence in cases of offences against traffic safety and order,
 - 5) representation in cases involving confiscation of a driving licence,
 - 6) representation in cases involving confiscation of a registration certificate,
 - 7) representation in criminal cases or in minor offence cases as a subsidiary or private prosecutor,
 - 8) asserting claims from vehicle agreements,
 - 9) asserting claims from vehicle insurance agreements.
3. In the cases referred to in section 2, point 4), the insurance cover does not include the costs of drawing up and filing an application for the repeal of a penalty notice, if, according to the law of the place of its issuance, the penalty notice is valid at the time of its acceptance.

Extended Option

§ 8

1. In the EXTENDED Option, the scope of insurance, in addition to that mentioned in the BASIC Option, additionally includes the provision of the insurance benefit, subject to § 9 and § 10, in the case of the following cases and legal problems:
 - 1) defence before a court or an administrative authority in respect of:
 - a) the conditions for carrying out carriage or national or international road transport,
 - b) the working time of drivers,
 - c) the technical conditions of the vehicle carrying goods,
 - d) the legal rules and requirements for the carriage of passengers or goods,
 - e) regulations governing the rules for the payment of tolls for travel on public roads by motor vehicles, as well as for travel over bridges and tunnels located on public roads and ferry crossings on public roads.
2. In the event of allegations of violation of the law referred to in section 1, the insurance cover shall extend to the Insured, employees of the Insured bearing legal liability for the violation of the law referred to in section 1 and to the driver of the vehicle at the time of the insurance event.
3. In the case of events arising in connection with the movement of a combination vehicle, if the semi-trailer or trailer is not covered separately by insurance, the insurance cover shall only exist for events arising in connection with the movement of the insured vehicle. The insurance cover referred to in the preceding sentence shall extend only to the events specified in § 7(2)(3), (5) and (7) and § 8(1)(1).

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

§ 9

1. Within the scope of § 7 and 8, within the sum insured, ERGO Hestia shall cover the following legal costs of the Insured:
 - 1) the costs of court proceedings before a common court of law, including:
 - a) the Lawyer's fees,
 - b) court costs of all instances,
 - c) costs awarded from the Insured for the opposing party (including costs awarded by the court for the participation of a subsidiary prosecutor in criminal proceedings),
 - d) the costs of travel of the Insured to the hearings,
 - 2) Lawyer's remuneration for representation before public administration bodies,
 - 3) the costs of enforcement proceedings conducted by the Insured as creditor, in respect of a maximum of any three subjects of enforcement, undertaken on the basis of a single enforcement title against the same subject, up to a total of 20% of the sum insured,
 - 4) the costs of expert services in vehicle valuation to determine the value of the Insured's claims, not exceeding in total 1% of the sum insured,
 - 5) the costs of arbitration proceedings, including the costs of proceedings to declare an arbitration award enforceable,
 - 6) the costs of certified translation of the documents required to defend the Insured's interests abroad, up to an amount not exceeding 2.5% of the sum insured.
2. In addition to the benefits mentioned under section 1, ERGO Hestia shall additionally reimburse the costs of a surety up to 50% of the sum insured if the surety is payable to authorities located within the territory of the Republic of Poland or up to the sum insured if it is payable to authorities located outside the Republic of Poland.
3. If, as a result of one insurance event, there are claims of the Insured which are only partly covered by the insurance, ERGO Hestia shall be liable only to the extent of the costs resulting from the assertion of the claims covered by the insurance.
4. The costs covered by ERGO Hestia shall include tax on goods and services (also called value added tax or VAT), unless the Insured is entitled to deduct this tax.
5. In the case of services in the scope of legal information regarding preparation of legal opinions and analyses as well as analysis of legal documentation and analysis of agreements or draft agreements referred to in § 3(4)(2), there is a limit of 2 services per annual period of insurance.

Exclusions of liability

§ 10

1. ERGO Hestia shall be released from liability if the Insured caused the loss intentionally or as a result of gross negligence, unless the payment of compensation is justifiable in the given circumstances.
2. ERGO Hestia's liability shall not cover:
 - 1) insurance events arising in direct or indirect connection with war events, terrorist attacks, catastrophes, riots and civil unrest, strikes, nuclear damage, as well as with emissions, leakage or other form of release of any substances into the air, water or soil;
 - 2) insurance events involving an intentional crime or minor offence;

- 3) the assertion of claims that have been transferred to the Insured or costs that a person other than the Insured is obliged to bear;
 - 4) damages, penalties or fines that the Insured is obliged to pay;
 - 5) claims against ERGO Hestia or entities acting on its behalf for the purpose of executing the insurance agreement, as well as claims between insured persons under the same insurance agreement; in the case of an agreement concluded for the account of a third party – claims of the insured persons against the Policyholder;
 - 6) insurance events concerning events occurring in connection with driving a vehicle by the Insured without the required permit or valid authorisation to drive a vehicle, as well as when the event occurs in connection with driving a vehicle that does not have an up-to-date technical inspection;
 - 7) claims connected with agreements concluded within the scope of the Insured's business activity consisting of sale, agency in sale (including commission activity), repair of vehicles or making a vehicle available for use or deriving benefits under a hire, rental or lease agreement, as well as agreements covering directly or indirectly the transport of goods or persons;
 - 8) events involving an actual or alleged infringement of tax or customs legislation, or an actual or alleged infringement of legislation regulating other public law obligations;
 - 9) cases concerning events occurring in connection with the Policyholder's driving a vehicle after the use of alcohol or under the influence of drugs or other similar substances if this influenced the occurrence of an insurance event, as well as when the driver of the vehicle drove away from the place of the accident;
 - 10) incidents occurring in connection with participation in or preparation for participation in a motor or acrobatic competition;
 - 11) cases involving a vehicle which is not a motor vehicle travelling on land;
 - 12) costs connected with the Insured's intentional concealment of information and documents which could affect the provision of legal assistance or the course of proceedings, in particular when the circumstances have been established by a final court ruling in civil proceedings and the court has dismissed the action due to different findings of fact;
 - 13) costs incurred on the Insured's instructions which were not necessary for the defence of the Insured's rights or which relate to evidence irrelevant to the proceedings;
 - 14) costs incurred as a result of using the services of persons who are not authorised to practise law or who are not authorised to provide legal assistance in the field in question;
 - 15) in the Basic Option, cases concerning the infringement or suspected infringement of regulations specifying the conditions for carrying out carriage or road transport, in particular regulations on drivers' working time or on motorway or motorway tolls, and cases concerning the infringement of a parking ban, a ban on stopping or parking in an unlawful manner,
 - 16) defence of legal interests if the vehicle specified in the insurance agreement was, at the time of the insurance event, being used as a taxi or car for rental;
 - 17) costs which are caused by the opposing party's deduction of a claim not related to the insurance event;
 - 18) cases concerning claims for compensation for damage to cargo transported for commercial purposes by a vehicle specified in the insurance event.
3. The insurance shall not cover insurance events:
- 1) referred to in § 3(17)(5), which occurred within 3 months from the date of commencement of insurance cover;
 - 2) which occurred prior to the conclusion of the insurance agreement or are causally connected with an event that occurred prior to the conclusion of the insurance agreement, in particular consisting in the creation, change or cessation of a subjective right or legal relationship.
4. The provisions of section 2(1) shall not apply:
- 1) if the insurance agreement continues into the next insurance period without a single day's interruption;

- 2) in the case of insurance of brand-new vehicles if the insurance agreement is concluded no later than 14 days from the date of purchase of this vehicle.

Concluding the insurance agreement

§ 11

1. The insurance agreement is made based on an insurance application in writing.
2. The application should contain at least:
 - 1) name of the Policyholder and address (PESEL, REGON, NIP),
 - 2) first and last name or name of the Insured and address (PESEL, REGON, NIP) if the agreement is concluded for a third party account,
 - 3) period of insurance,
 - 4) sum insured,
 - 5) subject and scope of insurance,
 - 6) vehicle data,
 - 7) information on insurance record.
3. ERGO Hestia may make the conclusion of the insurance agreement conditional on obtaining additional information in writing related to the agreement.
4. ERGO Hestia confirms the conclusion of the insurance agreement by means of a policy.

Concluding the agreement for the account of a third party

§ 12

1. The Policyholder may conclude the insurance agreement for the account of a third party.
2. Where the agreement is concluded on third party account, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder shall deliver the General Terms and Conditions of Insurance to the Insured prior to the Insured's consent. The Insured must confirm the receipt of the General Terms and Conditions of Insurance in writing. The Policyholder must provide ERGO Hestia with a document with such a confirmation.
3. ERGO Hestia may assert a claim for the payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.
4. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the accident has already occurred.
5. The Insured may request ERGO Hestia to provide them with information on the provisions of the concluded agreement and the General Terms and Conditions of Insurance in the scope in which they concern the rights and duties of the Insured.

Sum insured

§ 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 event and for all cumulative events during the annual insurance period, subject to sub-limits of the sum insured specified herein.
2. The sum insured, the sublimits of the sum insured and the limits of benefits shall be consumed during the term of the insurance period and shall decrease by the value or number of benefits provided.
3. The use of benefits referred to in § 3(4) shall not reduce the sum insured. The liability of ERGO Hestia is limited by the limits of benefits specified in § 9(5).

Insurance premium

§ 14

1. The insurance premium shall be calculated based on the rate applicable on the agreement date, after the risk assessment.
2. The insurance premium is payable as a single payment; at the request of the Policyholder the premium may be divided into instalments. The time limits for paying premium instalments and their amounts are determined in the insurance agreement.
3. When determining the premium, the following shall be taken into account:
 - 1) period of insurance,
 - 2) sum insured,
 - 3) scope of the insurance,
 - 4) insurance record,
 - 5) vehicle type.

Period of insurance and duration of liability of ERGO Hestia

§ 15

1. The insurance period is specified in the insurance agreement.
2. The insurance period commences at the date agreed by the parties to the agreement.
3. The period of insurance is 12 months.

§ 16

1. The liability of ERGO Hestia shall commence as of the date and time specified in the agreement as the beginning of the period of insurance, not earlier however than from the day following the payment of the premium or its first instalment, subject to sections 2–7.
2. Where ERGO Hestia is liable before the premium or its first instalment has been paid, and the premium is not paid within the prescribed period, ERGO Hestia may terminate the agreement with immediate effect and demand the payment of the premium for the period during which it provided insurance cover. If not terminated, the agreement shall expire at the end of the period for which the non-paid premium was due.

3. Failure to pay the next premium instalment in the amount and within the term specified by ERGO Hestia shall result in the cessation of ERGO Hestia's liability provided that, after the expiry of the time limit for paying the premium instalment, ERGO Hestia requests the Policyholder to pay the outstanding amount, warning them that, in the absence of payment within 7 days from the delivery of the notice, its liability shall cease.
4. The termination of the insurance agreement shall not deprive ERGO Hestia of its right to demand the payment of the premium for the insurance period during which it provided insurance cover.
5. If payment is to be made by bank transfer or postal order, the payment shall be deemed to have been made on the day when the order for payment to ERGO Hestia's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited in the Policyholder's bank account; otherwise, the payment shall be deemed to have been made when ERGO Hestia's bank account is credited with the relevant amount.
6. The payment of an amount lower than that specified in the insurance agreement is not considered the payment of the premium or of a subsequent premium instalment.
7. The liability of ERGO Hestia shall expire upon the expiry of the insurance period unless the insurance relationship expired before that date.

Rights and obligations of the parties to the agreement

§ 17

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the proposal form or before the conclusion of the agreement in other letters. If ERGO Hestia has concluded the insurance agreement despite the Policyholder's failure to answer particular questions, the omitted circumstances are considered insignificant.
2. During the period of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances referred to in section 1.
3. If the Policyholder concludes an agreement through a representative, the duty referred to in section 1 shall be also binding on the representative and shall also cover the circumstances that they are aware of.
4. If the insurance agreement is concluded for the account of a third party, the obligations specified in section 1 and 2 shall apply both to the Policyholder and the Insured, unless the Insured was not aware of the agreement having been signed on their behalf.
5. ERGO Hestia shall not be liable for the consequences of circumstances which, in breach of the preceding paragraphs, were not communicated to it. Where the preceding sections have been violated through wilful misconduct, in case of doubt, any insurance event provided for in the agreement and its consequences shall be assumed to be the result of the circumstances referred to in the preceding sentence.

§ 18

If circumstances are revealed which materially change the probability of an insurance event, each party to the insurance agreement may demand a relevant change of the premium amount, as of the day when the circumstances took effect, however not earlier than as of the beginning of the current insurance period. If such demand is made, the other party may, within 14 days, terminate the agreement with immediate effect.

§ 19

1. In the case of an insurance event, the Insured shall immediately, but not later than within 7 days from the occurrence of the insurance event, report it in writing to ERGO Hestia and, at the same time, provide ERGO Hestia with full and truthful information about the insurance event and submit all documents and other evidence at their disposal concerning the insurance event.

2. The Insured shall promptly provide ERGO Hestia with documents, evidence, information or explanations required by ERGO Hestia in connection with the reported insurance event and shall promptly, not later than on the same day, inform ERGO Hestia of any settlement of their claims in whole or in part. The Insured shall also inform about the course and status of the court case and provide any pleadings or other documents related to the case.
3. The Insured shall agree with ERGO Hestia, in writing, any actions which cause or may cause costs resulting from the insurance event and not to undertake actions which would contribute to their excessive increase. Should a necessity arise to incur the costs referred to in § 9(1) and (2), the Insured shall agree the amount of such costs with ERGO Hestia in advance, in writing, before paying them.
4. The Insured agrees to secure ERGO Hestia's right to claim reimbursement from third parties of costs incurred by them, in whole or in part, in particular the Insured agrees not to conclude any settlement, withdraw or amend an action without the prior written consent of ERGO Hestia.
5. In the case of asserting a claim, the Insured shall furthermore be obliged to:
 - 1) allow ERGO Hestia to carry out a pre-court investigation with a view to establishing all the circumstances of the insurance event and the actions necessary to conclude the case in the most favourable way for the Insured,
 - 2) before bringing an action before a court, as well as before lodging an appeal or any other legal remedy against a court ruling, agree with ERGO Hestia the legitimacy of covering the costs of the Insured's legal proceedings in the course of a given instance. Before lodging an appeal against a court ruling, the Insured shall contact ERGO Hestia for the purpose of making the above arrangement at least 5 days prior to the expiry of the time limit for lodging the appeal. The provisions of the preceding sentence are without prejudice to § 21(3),
 - 3) refrain from instituting legal proceedings until the final conclusion of other court proceedings which are already pending, if their outcome may be significant for the settlement of the dispute and the immediate bringing of the case to court is not justified by the statute of limitations of the claim or the expiry of the time limit.
6. If the Insured has not fulfilled the duties resulting from these General Terms and Conditions of Insurance by performing or failure to perform a pre-court or court action, causing the loss of the right to reimbursement of legal costs, ERGO Hestia may claim the reimbursement of the legal costs covered under the insurance agreement resulting from such an action or failure.
7. Notification of an insurance event to ERGO Hestia shall not release the Insured from their duties towards other entities, in particular: Courts, Public Prosecutor's Office, Police, public offices or entities with which the Insured has concluded the agreement being the subject of the dispute, as well as from the obligations to take actions necessary to maintain the possibility of further claim or defence before a court, in particular to report claims, to notify the seller of a defect, to initiate court or administrative proceedings, to report allegations, requests for evidence, to file an objection, a complaint, an appeal or any other means of contention or challenge.

ERGO Hestia's liability and provision of the insurance benefit

§ 20

1. Immediately after the insurance event has been reported, ERGO Hestia shall undertake an investigation to establish the facts of the event, legitimacy of the claims made and amount of benefit, and shall inform the person making the claim, in writing or in any other manner approved by the them, what documents are necessary to establish the liability of ERGO Hestia or the amount of benefit, if it is necessary for further proceedings.
2. ERGO Hestia shall provide insurance cover with a view to defending the legal interests of the Insured in order to resolve a legal issue resulting from the reported insurance event in a way that is the most favourable for the Insured.

§ 21

1. The Insured has the right to freely choose their attorney or legal adviser within the scope of defence, representation or support of their interests in court or administrative proceedings.
2. At the request of the Insured, ERGO Hestia shall indicate Lawyers who can represent the Insured and represent their legal interests.
3. A Lawyer shall be employed by the Insured, as confirmed by an appropriate power of attorney granted to the Lawyer, and the Lawyer shall bear exclusive liability towards the Insured for the performance of the assignment.
4. ERGO Hestia shall not be liable for any acts or omissions of the Lawyer. The Insured shall, in the power of attorney granted to the Lawyer, oblige the Lawyer to keep ERGO Hestia informed on an ongoing basis about the course of the case.
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 incurring any costs arising from the change of the Lawyer representing the Insured.

§ 22

1. If, as a result of one insurance event, there are claims of the Insured which are only partly covered by insurance, ERGO Hestia shall be liable only to the extent of legal costs covered. The provisions of the preceding sentence shall not apply to insurance events resulting from events which occurred prior to the conclusion of the agreement and for which, regardless of the date when the Insured's claim arose, ERGO Hestia shall not be liable in full.
2. If the Insured is accused in criminal or minor offence proceedings of committing more than one crime or minor offence in connection with one insurance event, ERGO Hestia's liability shall cover legal costs determined in relation to the number of crimes or minor offences covered by the insurance to the total number of the alleged crimes or minor offences. The provisions of the preceding sentence shall also apply in the event of allegations of the Insured violating the law examined in proceedings other than criminal or minor offence proceedings.
3. Subject to other provisions, if a final judgment acquitting the Insured of the charge of committing an intentional crime or a minor offence is given in criminal or minor offence proceedings, ERGO Hestia shall cover the Insured's defence costs which the Insured would be obliged to incur pursuant to § 9. The provisions of the preceding sentence shall also apply in determining the liability of ERGO Hestia in the case of other legal proceedings if ERGO Hestia is not liable for legal costs caused by the intentional violation of law by the Insured.

§ 23

1. The amount of reimbursement of costs for Lawyer's remuneration shall be determined in accordance with the relevant provisions governing the remuneration for Lawyer's activities at the minimum rate, subject to sections 2-4.
2. In the absence of such regulations, the regulations providing the basis for the courts to award the costs of legal representation or defence to the Lawyer shall apply; in the absence of such regulations, the provisions regulating the principles of incurring by the State (State Treasury) the costs of unpaid legal assistance provided ex officio shall apply accordingly.
3. The rules for determining the amount of the Lawyer's remuneration set out in sections 1-2 shall also apply to insurance events subject to the jurisdiction of foreign courts.
4. If the amount of legal costs and expenses does not result from legal regulations, the costs shall be covered at average prices or as previously agreed in a written agreement with ERGO Hestia in accordance with § 19(3).
5. The insurance benefit covers tax on goods and services (also referred to as value added tax or VAT) if the Insured is not entitled to reduce the amount of output tax by the amount of input tax (the right to so-called VAT deduction).

6. The costs of protection of legal interests shall be borne by ERGO Hestia from the moment of reporting the insurance event, subject to § 19(7) if they are necessary and legally justified to protect the legal interests of the Insured.
7. Legal costs shall be covered by ERGO Hestia up to the amount specified in these insurance conditions based on documents confirming their payment or obligation to pay by the Insured. The documents referred to in the preceding sentence shall be in particular invoices, bills or summonses from courts or other authorities, as well as copies of judgments of courts or other authorities.
8. If the Insured selects a Lawyer based outside the district in which the court locally and materially competent to rule on the case in the first instance is located, ERGO Hestia shall not reimburse the incurred costs of the Lawyer's travel to hearings or hearings before the court.
9. The rules for determining the Lawyer's remuneration for representation of the Insured before state or local government administrative authorities shall be the rules referred to in sections 1-2 or the procedure referred to in section 4.
10. The provisions of section 1-9 shall apply when asserting claims in group proceedings, with the reservation that ERGO Hestia shall cover costs attributable to the Insured as the Insured's share in the total amount of the costs of proceedings. ERGO Hestia shall cover the costs of unsuccessful proceedings as a share corresponding to the ratio of the amount of the Insured's claims to the value of the claims asserted in the class action lawsuit (unless these costs are settled individually in the judgment ending the proceedings).

§ 24

1. In the case of a discrepancy between the standpoints of ERGO Hestia and the Insured regarding the chances of the case ending in a way that is favourable for the Insured, the Insured shall have a right to request for a legal opinion to be drawn up by a lawyer indicated by them. For this purpose, the Insured shall, within 14 days from receiving a decision on refusal to assume liability, choose their Lawyer and have the Lawyer draw up a legal opinion on the chances of the case ending in a way that is favourable for the Insured. ERGO Hestia shall, within 14 days from the Insured's designation of a Lawyer, select their Lawyer and instruct them to draw up a legal opinion.
2. Where the Lawyer chosen by the Insured confirms the position confirming the existence of a chance for the case to end that is favourable for the Insured (and by the Lawyer designated by ERGO Hestia), ERGO Hestia shall issue a decision to assume insurance liability.

Insurance recourse

§ 25

1. Where a final court judgement in criminal proceedings or in a misdemeanour case finds wilful misconduct on the part of the Insured, ERGO Hestia shall have a claim for the reimbursement of insurance benefits previously paid on account of the insurance event.
2. If the amount of the surety is reimbursed to the Insured, the Insured shall reimburse the amount of the surety to ERGO Hestia within 14 days from the date of its receipt.
3. If a ruling is made that the amount of the surety shall not be reimbursed in whole or in part, in particular if a ruling is made to forfeit the amount of the surety or to credit it towards the penalty imposed, the Insured shall reimburse ERGO Hestia for the costs of the surety within 14 days from the date the ruling becomes final.
4. If the factual basis of a final court ruling proves that the information, documents, testimonies or explanations of the Insured regarding the circumstances of the event provided to ERGO Hestia were false, ERGO Hestia shall have the right to claim the reimbursement of legal costs paid on account of the insurance event.

§ 26

1. As of the date of payment of compensation by ERGO Hestia, the Policyholder's claim against a third party responsible for the loss shall be transferred, by operation of law, to ERGO Hestia up to the amount of the compensation paid. If ERGO Hestia has covered only a part of the loss, the Policyholder shall have a priority of satisfaction with regard to the remaining part before the claim of ERGO Hestia.
2. No claims of the Policyholder against persons living in the same household with the Policyholder shall be transferred to ERGO Hestia unless the loss was caused intentionally.
3. The rules resulting from the preceding sections shall apply respectively when the agreement is concluded for the account of a third party.
4. Claims of the Insured against third parties for the reimbursement of litigation costs or other legal costs incurred by ERGO Hestia shall be transferred as soon as they are incurred to ERGO Hestia.
5. The Insured shall cooperate with ERGO Hestia in the proceedings concerning the reimbursement of legal costs incurred by ERGO Hestia; in particular, the Insured shall provide ERGO Hestia with information and documents necessary to claim the reimbursement of legal costs. The Insured shall notify a third party obliged to reimburse the costs incurred (or due to be incurred) by ERGO Hestia in writing of the assignment (assignment of receivables) made or confirm the authorisation of ERGO Hestia to collect the costs incurred.
6. If the costs payable to ERGO Hestia under section 1 are reimbursed to the Insured, the Insured shall provide them to ERGO Hestia immediately, but no later than within 7 days.

Expiry of insurance

§ 27

1. If the insurance agreement is concluded for more than 6 months, the Policyholder may withdraw from the agreement within 30 days, and if the Policyholder is an entrepreneur, they may withdraw from the agreement within 7 days from the date of concluding the agreement. If ERGO Hestia did not inform the Policyholder being a consumer about the right to withdraw from the agreement at the latest upon conclusion of the agreement, the 30-day period shall run from the day on which the Policyholder being a consumer became aware of this right. Withdrawing from the insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act of on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.

§ 28

1. If the agreement is terminated due to the reasons specified in § 27, the premium for the unused insurance period shall be reimbursed, subject to sections 2 and 3.
2. Should the vehicle's ownership transfer occur, the application for premium reimbursement shall require documenting the vehicle's ownership transfer.
3. The unused insurance period is counted from the day following the termination of the agreement.

Final provisions

§ 29

1. All notices and statements of the parties to the insurance agreement should be made in writing, subject to section 3 below.
2. The parties to the agreement shall be obliged to inform one another of any change in their residence address or registered office.
3. In the insurance agreement, the parties may agree that notices and statements made by the parties to the agreement shall be delivered to the other party by electronic letter (e-mail), SMS text message, fax or telephone, respectively to: e-mail address indicated by the parties, ERGO Hestia helpline number or mobile or landline telephone number indicated by the Policyholder. The delivery of certificates and statements in these forms may be introduced at any time, at the request or with the consent of the Policyholder, together with providing the Insurer's address or telephone number.

§ 30

1. The Policyholder, the Insured, the beneficiary or any person entitled under the insurance agreement, the person who asserts claims under the Polish Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the entity seeking insurance coverage or the insurance guarantee applicant, may lodge complaints regarding services provided by ERGO Hestia or the insurance agent.
2. The rules for lodging complaints regarding services provided by ERGO Hestia and an exclusive agent of ERGO Hestia, i.e. acting solely on behalf of or for the benefit of one ERGO Hestia:
 - 1) A complaint may be lodged as follows:
 - a) through the form available at www.ergohestia.pl;
 - b) by phone, at the following number: 801 107 107 or 58 555 5 555;
 - c) in writing, to the registered office address of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) by word of mouth or in writing during a visit to an office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints are handled by an organisational entity established for this purpose by the Management Board of ERGO Hestia.
 - 3) The reply to the complaint shall be sent within 30 days from the date of its receipt in writing or by means of any other durable medium or by e-mail, at the request of the complaining party.
 - 4) In particularly complex cases that prevent the examination of the complaint and reply within the period specified above, the reply shall be sent within 60 days from the receipt. The complaining party shall be informed about the need to extend the period for responding to the complaint within a 30-day period.
 - 5) In unusual cases, the persons listed in section 1 may contact the ERGO Hestia Customer Representative through the form available at: www.ergohestia.pl.
 - 6) Any natural person making the complaint may apply to the Financial Ombudsman www.rf.gov.pl for a review of the matter.
3. The rules for lodging complaints about services provided by a multi-agent, i.e. an agent who acts for or on behalf of ERGO Hestia and other insurers – to the extent not related to the insurance cover provided.
 - 1) Complaints within the scope unrelated to the insurance coverage shall be filed directly to the agent who has provided insurance distribution services. Complaints are considered directly by this agent. If such a complaint is received by ERGO Hestia, ERGO Hestia shall forward the complaint immediately to the agent, at the same time informing the person making the complaint.

§ 31

1. Insurance agreements are made under Polish law.
2. Disputes resulting from the insurance agreement shall be settled under Polish law and may be asserted before courts of general jurisdiction or before a court having jurisdiction at the place of:
 - 1) the place of residence or seat of the Policyholder, Insured or beneficiary under the insurance agreement,
 - 2) the place of residence of the Insured's heir or an heir to the person eligible under the insurance agreement.
3. The parties to the insurance agreement may submit any disputes arising therefrom to an arbitration court for settlement.
4. Disputes arising from the Insurance Agreement between the Policyholder, the Insured or any other beneficiary under the insurance agreement, 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 Warsaw, 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, the Financial Ombudsman and on the Financial Education Fund.
5. Due to the fact that insurance agreements concluded by ERGO Hestia cannot be used for the settlements of transactions subject to sanctions, prohibitions and international restrictions or restrictions resulting from 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 have provided insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit in connection with insurance cover, to the extent that the provision of insurance cover, payment or provision of any other benefit in connection with insurance cover could result in a breach of any of the Sanctions indicated above, unless compliance with such Sanctions is contrary to the laws applicable to ERGO Hestia.

§ 32

These General Terms and Conditions of Insurance shall come into force as of 8 October 2023 and shall apply to insurance agreements concluded starting from that date.

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

Appendix No. 1 to the General Terms and Conditions of Insurance for Motor Vehicle Owner Legal Protection.

Declaration of the Personal Data Controller

1. Who is the controller of your personal data?

The Controller of your personal data is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA (hereinafter: ERGO Hestia)

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

Telephone number: 801 107 107 or (58) 555 55 55

2. Who is the Data Protection Officer?

The Personal Data Controller has appointed the Data Protection Officer who can be contacted in all matters concerning the processing of personal data and the use of rights related to data processing.

Contact details of the Data Protection Officer

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

Email address: iod@ergohestia.pl

3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

- 1) **conclusion and performance of an agreement, presentation of an insurance proposal;** 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 proposal and concluding an agreement, information obtained through the Insurance Guarantee Fund, Insurance Database of the Central Vehicle Register, Central Driver Register, Central Statistical Office, Central Inspectorate of Road Transport, Central Register and Information Centre on Economic Activity, DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the aforementioned databases will be relevant to risk assessment. For example, the more losses you have on your insurance record, the higher is the insurance risk, and therefore the higher may be the insurance premium. If a loss is reported, profiling is used to determine the loss adjustment path. The choice of the liquidation path will be made based on the data collected in the loss reporting process and the loss data stored in the controller's databases. For example, if no loss has been reported under the policy in the last year, it is likely that the loss will be liquidated in a simplified way and, therefore, without the need for an ERGO Hestia representative to inspect the vehicle or the property,
- 2) **assessment of insurance risk by automated means, including profiling** – in the case of concluding an insurance agreement in the direct model, i.e. online, and in the case of automatic third party liability insurance policy renewal for the purpose of risk assessment, we will use profiling to determine the insurance premium.

In the case of automatic third party liability insurance policy renewals, profiling decisions will be based on an automated assessment of the data resulting from the previous insurance agreement. The data that significantly affect the insurance risk concern the number of losses. The more losses, the higher the insurance premium may be. Decisions will be based on profiling, i.e. an automatic assessment of the insurance risk of concluding an insurance agreement with you. In connection with automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision made, to contest the decision, to express your own position or to obtain human intervention (i.e. to analyse the data and have a human decision made).

In order to determine your insurance premium if you conclude an insurance agreement via the Yanosik app, profiling is used and automatic decisions are made, related to the assessment of your driving safety. Decisions will be made on the basis of an assessment of your driving style,

monitored via the designated app. For example, the more losses you have on your insurance record, or the higher the driving dynamics of the person whose data are being processed, the higher is the insurance risk, and therefore the higher may be the insurance premium,

- 3) **verifying and ensuring the accuracy of the identification data in the process of concluding and performing the insurance agreement, in the case of:**
 - a) vehicle insurance: data are obtained from the Central Vehicle Register and the Central Driver Register and include data of the vehicle, its owners and holders in terms of:
 - for natural persons: personal identification number (PESEL) or document number (in the case of foreigners), first name, last name, address, data concerning the right to drive the vehicle, data on violations of road traffic regulations,
 - for sole traders: name, business ID (REGON), registered business address,
 - b) data of sole traders may be obtained from the Central Statistical Office, Central Register and Information Centre on Economic Activity and National Court Register in the scope of name, NIP, REGON, PKD, registered address, form of business activity and dates of its operation,
- 4) **reinsurance of risks,**
- 5) **asserting claims** – in justified cases, with regard to the required receivables resulting from insurance agreements, ERGO Hestia, after an ineffective process of asserting them, decides to transfer them to another entity,
- 6) **direct marketing of the controller's own products and services** – for direct marketing of own products and services, we will use profiling,
- 7) **preventing insurance offences** – to the extent necessary to prevent abuse and use of ERGO Hestia's activities for criminal purposes,
- 8) **handling complaints and appeals** concerning services provided by ERGO Hestia, as well as requests and queries addressed to ERGO Hestia,
- 9) **fulfilling the responsibilities incumbent on the controller with** regard to sanctions under relevant regulations of the United Nations, the European Union, or the United States of America,
- 10) **performing an electronic service agreement (if concluded, the relevant provisions are contained in the terms of service),**
- 11) **purposes related to customer and client support via the hotline** – your personal data may be processed in the form of a call recording,
- 12) **providing security for persons and property where the controller uses video surveillance,**
- 13) **analytical and statistical purposes.**

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

Legal grounds for data processing:

- 1) necessity for the conclusion and performance of the insurance agreement, coverage and performance of the agreement,
- 2) the legitimate interests of the data controller, such as direct marketing of the controller's own services, investigation of claims, prevention and prosecution of offences committed against the insurance company, reduction of insurance risks related to the conclusion of an insurance agreement, protection of property,
- 3) the fulfilment of the controller's legal obligations (arising from national and international law, including European Union law) – processing for the purpose of fulfilling legal obligations includes, but is not limited to, processing based on accounting regulations, processing of complaints related to reporting to public authorities, including supervisory authorities and to other entities to which ERGO Hestia is obliged to report,
- 4) a legitimate interest of a third party, i.e. the parent company of the MunichRe corporate group (to which the Controller belongs), as the entity directly obliged to apply the sanctions of the United States of America and to ensure that they are complied with by the related entities,
- 5) consent if given voluntarily.

5. To which recipients will your personal data be transferred?

Your personal data may be transferred to:

- 1) entities processing personal data on behalf of ERGO Hestia, inter alia, IT service providers (including cloud computing service providers), entities processing data for the purpose of debt collection, provision of archiving services, carrying out insurance claim adjustment proceedings, insurance agents – the above entities process data under an agreement with ERGO Hestia and only in accordance with its instructions,
- 2) reinsurance companies,
- 3) medical facilities,
- 4) other insurance companies where a separate consent has been given,
- 5) other entities where a separate consent has been given,
- 6) other controllers in the case of legitimate interests of the personal data controller.

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

Transfer of data outside the European Economic Area

The personal data controller will transfer your personal data outside the European Economic Area (hereinafter EEA) only where it is necessary and will ensure an appropriate level of protection. Data will be transferred to a third country for which an adequate level of data protection has been established under decision of the European Commission or using typical contractual clauses approved by the European Commission. Data recipients in third countries may be state authorities legally designated to collect data about the event or to carry out investigations related to the reported event in the territory of that country, or entities providing assistance services or other services in the territory of that country to assist the aggrieved person or to limit the consequences of the loss. However, the transfer will only take place on condition that it is necessary for the performance of an agreement between the data subject and the controller, the performance of an agreement concluded in the interest of the data subject (between the controller and another natural or legal person), the establishment, assertion or protection of claims. Subject to the data protection principles described above, the Controller may outsource certain services or IT tasks to service providers established outside the EEA. You may request further information on how or where to obtain a copy of the security features.

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

- 1) the right to withdraw your 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 does not affect the lawfulness of the processing carried out based on the consent before its withdrawal,
- 2) the right of access to your personal data (information about the processed data, a copy of the data) and the right to request rectification (correction), erasure or restriction of the processing of your personal data,
- 3) the right to object to the processing of your personal data – you have the right to object to the processing of your personal data, to the extent that these personal data are processed based on the legitimate interests of the personal data 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 data portability – you also have the right to data portability, i.e. to receive your personal data from the controller in a structured, commonly used, machine-readable format and the right to send your data to another controller,
- 5) the right to lodge a complaint with the supervisory authority in charge of personal data protection,
- 6) in the case of automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision taken, to challenge the decision, to express your position or to obtain human intervention (i.e. to have your data analysed and a human decision taken).

In order to exercise the aforementioned rights, you should contact the Data Controller or the Data Protection Officer. The contact details are provided above in points 1-2.

7. Other information

For how long will your personal data be stored?

If the insurance agreement has been concluded or the insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for the claims under the insurance agreement or until the expiry of the data storage obligation resulting from legal regulations, in particular the obligation to store accounting records relating to the insurance agreement. If no insurance agreement has been concluded or no insurance coverage has been provided, your personal data will be stored until the expiry of the limitation period for claims arising from that fact. Whenever a consent is given, personal data will be used for the purposes specified in the consent (e.g., for marketing purposes) until it is withdrawn. The data will be processed for analytical and statistical purposes for a period of 12 years from the termination of the insurance agreement.

Information about the requirement to provide data

Providing personal data in connection with the concluded agreement is necessary for the conclusion and performance of the insurance agreement and for the assessment of the insurance risk; otherwise, it is not possible to conclude an insurance agreement, present a proposal or conduct loss adjustment proceedings.

When providing personal data is necessary to process a complaint, failure to provide personal data shall prevent the processing of the complaint.

Providing personal data for marketing purposes is voluntary.