

ERGO
HESTIA[®]

Najwyższy standard ochrony

Everything about ERGO 7 insurance



Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Account Manager.

We ensure comprehensive service by one Agent.

3

iHestia.

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

4

Confidence of top market players.

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

5

Almost 30 years of experience.

We anticipate the situations that may happen to our Customers.

6

The highest quality of claim adjustment.

We adjust claims based on a transparent procedure.

7

Open dialogue with the Customer.

We communicate with Customers via the on-line Idea Forum.

8

Complaint management.

We listen to our Customers and analyse complaints.

9

ERGO Hestia Customer Spokesperson.

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

Why is ERGO 7 a good choice?

- You get the full protection of your property
- You get an attractive premium for the majority of insured risks or the possibility to select a wider scope of insurance coverage
- You can select from among three insurance options – from protection against most frequently occurring events to All risk
- You insure various types of real estate

What do you insure in ERGO 7?

- a house or a flat
- a summer cottage
- a house in construction
- outbuildings, e.g. a detached garage
- fixtures and fittings, e.g. linings, paint coatings, indoor elements: doors, windows, roller blinds, fireplace glass
- technical equipment, e.g. installations, solar panels, water supply and sewage network, or heating network
- furnishing, e.g. furniture, radio and TV equipment and household appliances, desktop computers, kitchen hobs
- personal belongings, e.g. clothing, jewellery, watches, equipment: photo, sports, portable computer equipment
- works of art, antiques, collections e.g. paintings, graphics, coins, stamps
- garden architecture e.g. fence, gazebos, garden furniture, playground equipment
- third-party liability insurance
- health and life (Personal Accident Insurance)

What can you insure yourself against in ERGO 7?



Insurance against Fire and Fortuitous Events

The insurance covers, among others:

- property damage caused by a fire or other fortuitous event, e.g. lightning, flooding or hurricane
- destruction of external elements of a house or apartment, also those situated on the site of the insured property, e.g. cameras, elements of monitoring
- overvoltage regardless of its cause, e.g. overvoltage in the installation, sudden surge in the power network causing a damage to household appliances and radio and TV equipment
- frost shake of external elements of a house, outbuilding or elements of balconies, terraces or loggias in the apartment
- destruction of plants growing on the site of the property
- thawing of household supplies stored in fridges
- construction disaster in a house in construction or an outbuilding and garden architecture in progress

You may extend the scope of coverage to include **losses caused by a flood**.

Full protection under All risk also covers liability for losses or damage caused by the Insured or his/her relatives, so-called self-inflicted damage.

You can also insure **a house older than 50 years**, if it underwent renovation – compensation shall be paid according to the value of the house in new condition.

You conclude an insurance contract **without inspection of the building and showing the insured items**.

You can insure your house **without final commissioning**.



Insurance against Theft

The insurance covers:

- burglary and theft of the insured items
- theft of external components of your house or apartment, e.g. gutters, cameras, solar batteries, air conditioners
- destruction, also during an attempt at burglary, of external components of your house, apartment, summer cottage or house in construction
- destruction or theft of items situated on the site of the property e.g. grill, garden furniture, playground equipment
- vandalism, including graffiti

You can insure **garden architecture, external components of your house or apartment** against theft (without signs of burglary).

Your insurance also covers **the costs of replacement of security devices and making the copies of keys** in case of their loss or destruction.



Third-Party Liability in Private Life Insurance

The insurance covers:

- third-party liability insurance in private life, which provides coverage in the event of causing a loss to other persons, also in connection with the use of the real estate, e.g. during practising sports or losses caused by children

The insurance also covers **domestic staff and other persons carrying out work in the household**, without the necessity to pay an additional premium.

The insurance covers losses resulting from **flooding, whether or not attributable to the Insured**, e.g. due to a failure of the washing machine.

The policy limit in Option III is **as much as PLN 2 million**.

Protection **all over the world**.



Personal Accident Insurance

The insurance covers:

- disablement, e.g. broken arm, twisted joints, loss of sight
- costs of purchase of the necessary medications, wound dressings and orthopaedic devices
- death
- loss of capacity to work
- consequences of accidents occurring as a result of practising sports and one's profession

You may extend the scope of insurance to include:

- myocardial infarction or cerebral stroke
- developing malignant breast cancer or prostate cancer
- practising competitive sports
- practising high-risk sports
- practising high-risk professions

The table of degrees of disablement clearly and precisely determines the amount of benefit. The sum insured amounts even up to **PLN 500,000**.

In case of an accident which prevents the performance of work – support in social and professional activation through **the Victim Support Centre (CPOP)**.

What additional coverage options do you have in ERGO 7?



Tenant Third-Party Liability Insurance – you get protection if the tenant to whom you rent the apartment destroys or damages the property of a third party, e.g. floods the neighbour's apartment.



Home Assistance – you can use the emergency assistance of a specialist, e.g. locksmith, plumber, service technician specialising in computer hardware, office equipment, household appliances or radio and TV equipment.



SOS Assistance – you get assistance in case of damage to or destruction of a house or apartment as a result of fortuitous events or flood, e.g. substitute premises, property safeguarding, transport.



Medical Assistance – you get assistance in case of sudden illness or accident, e.g. physician or nurse visit, delivery of medicines.



Bagaż – we protect your personal effects, such as a phone, tablet or keys, against their loss or destruction, both during daily use and travel. The protection also covers the luggage transported inside the vehicle and in external cargo carriers.

Important!

The General Terms and Conditions of Insurance are also available on www.ergohestia.pl.

What is iHestia?

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

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

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



Claim report

Claim report

Report a claim.

You will get a clear summary and access to the information on the course of the loss adjustment.

You can also report a claim by phone at: 801 107 107 or 58 555 5 555.



Policy configuration

Configuration of coverage or purchase of insurance

Configure your own scope of coverage and send it to the Agent, who will prepare an offer.

You can accept a policy remotely.



Policy editing

Managing a concluded contract

Update your personal data or data of the subject matter of insurance.

Contact the Agent to extend insurance coverage.



Change of the owner

Report a purchase or sale of a vehicle or real estate.

Settle the concluded insurance contracts and paid premiums.



Payments

Pay a premium or its instalment.

You can pay the amount due for one policy or for a few policies together.



Documents for downloading

Download documents in a digital or printable version.

The following documents are available for downloading: policies, a confirmation of the premium payment, the General Terms and Conditions of Insurance and documents relating to reported claims.

Important!

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



General Terms and Conditions of ERGO 7 Non-Motor Insurance

C-E7-PK-01/21

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The following table specifies which provisions of the General Terms and Conditions of ERGO 7 Non-Motor Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§22, §23, §24, §26 par. 4, §27 par. 2, §31 par. 3
Property	§4 par. 1, §4 par. 6, §4 par. 9–11, §4 par. 14–17	§4 par. 3, §4 par. 6–8, 10, 12 i 17, §7, §8, §30, §33 par. 4, §34, §35
Third-Party Liability Insurance in Private Life	§9 par. 1, §9 par. 4	§9 par. 4, §10
Tenant Third-Party Liability	§11 par. 1–2, §11 par. 5	§11 par. 5, §12
Personal Accident Insurance	§13 par. 1, §13 par. 3–4, §38 par. 1, §38 par. 6–8, §38 par. 12	§14, §38 par. 3–4, §38 par. 9, §38 par. 11, §39 par. 1
ERGO 7 Assistance	§16 par. 1, §17 par. 1, §18 par. 1	§16 par. 1, §17 par. 2, §18 par. 2, §19, §30
Luggage	§20 par. 1	§21, §40 par. 2

§ 1

1. In this document, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office in Sopot (hereinafter referred to as “ERGO Hestia”) describes the terms and conditions under which the Customer and ERGO Hestia shall enter into an insurance contract. The document shall be also binding on the insured persons, if they are not a party to the insurance contract (Customer).
2. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. is the controller of personal data. The data subject may contact the Controller of personal data:
 - 1) in writing – to the address ul. Hestii 1, 81-731 Sopot;
 - 2) by calling 58 555 60 00.
3. The personal data controller has appointed a Data Protection Officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing. The data subject may contact the Data Protection Officer:
 - 1) in writing – to the address ul. Hestii 1, 81-731 Sopot;
 - 2) via the e-mail address: iod@ergohestia.pl;
 - 3) by using the contact form in the Personal Data Protection section of the website www.ergohestia.pl.
4. The personal data controller processes personal data for the purposes of:
 - 1) automated assessment of insurance risk to present an offer, conclude an insurance contract for you or for a third party, or provide insurance coverage for you – we will use profiling for those purposes and for the purpose of calculating the insurance premium. For example:
 - a) more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium;
 - b) if an insurance contract is concluded using a driving style monitoring application, a more dynamic driving style may translate into a higher insurance risk and, consequently, a higher insurance premium.

Profiling decisions will be made on the basis of data collected in the process of constructing an insurance offer and concluding an insurance contract, as well as information received via: Ubezpieczeniowy Fundusz Gwarancyjny (Insurance Guarantee Fund), Baza Danych Ubezpieczeniowych (Insurance Database), Centralna Ewidencja Pojazdów (Central Register of Vehicles), Centralna Ewidencja Kierowców (Central Register of Drivers), Główny Urząd Statystyczny (Statistics Poland), DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Biuro Informacji Kredytowej (Credit Information Bureau) and/or Krajowy Rejestr Długów (National Debt Register). Data obtained from those databases will be adequate to the risk assessment.

In the case of remote conclusion of an insurance contract or renewal of an insurance contract for a subsequent period, decisions will be made automatically (without human intervention) on the basis of data collected in the process of concluding and performing the original insurance contract.
 - 2) verification and ensuring the correctness of identification data as follows:
 - a) data of natural persons who carry out economic activities are obtained from Główny Urząd Statystyczny (Statistics Poland), including the tax identifier NIP, the statistical identifier Regon, the economic activity identifier PKD, the registered address of the place of establishment, the form of business activity, the start date of the business activity;
 - b) data concerning vehicle insurance are obtained from Centralna Ewidencja Pojazdów (Central Register of Vehicles), including data of the vehicle, its owners, holders and users.
 - 3) performance of the insurance contract, including without limitation the performance of insurance actions related to claim adjustment. If a claim is reported, profiling is used in order to determine the claim adjustment procedure. Decisions to determine the claim adjustment procedure will be made on the basis of data collected in the process of reporting the claim and loss data maintained in the controller’s database. For example, if no claim has been reported under any policy in the past

year, it is likely that the claim will be adjusted according to simplified procedures i.e. without visual assessment of the vehicle or property by ERGO Hestia representatives;

- 4) risk reinsurance;
 - 5) enforcement of claims;
 - 6) direct marketing of own products and services of the personal data controller; profiling will be used for direct marketing of own products and services. This implies that we will use your data to define a marketing profile and customise an offer tailored to your needs;
 - 7) prevention of insurance crime – to the extent necessary to prevent fraud and any use of the activities of ERGO Hestia for criminal purposes;
 - 8) handling of submitted complaints and appeals concerning services provided by ERGO Hestia as well as requests and queries sent to ERGO Hestia;
 - 9) compliance with the obligations of the personal data controller in connection with sanctions imposed under applicable regulations of the United Nations, the European Union or the United States of America;
 - 10) analytical and statistical purposes.
5. The legal basis of the processing of personal data is as follows:
- 1) the processing of personal data is necessary for the assessment of insurance risk, conclusion of an insurance contract or provision of insurance coverage, performance of the insurance contract, risk reinsurance;
 - 2) legitimate interest pursued by the personal data controller, including direct marketing of own products and services of the personal data controller, enforcement of claims under a concluded insurance contract, prevention and prosecution of crimes committed to the detriment of the insurer, mitigation of insurance risk in connection with the provision of insurance coverage and the conclusion of an insurance contract, analytical and statistical purposes;
 - 3) legal obligation of the personal data controller (under national and international law, including European Union law); legitimate interest pursued by a third party i.e. the parent entity in the Munich Re group of companies (of which the personal data controller is a member) as an entity directly obliged to apply sanctions imposed by the United States of America and to ensure compliance by related parties;
 - 4) consent if given voluntarily.
6. Personal data may be disclosed to: reinsurers, medical service providers, other insurers in the event of separate consent, other entities in the event of separate consent, other personal data controllers in the case of legitimate interest pursued by the data controller, and other personal data processors contracted by ERGO Hestia including without limitation IT service providers, processors responsible for debt enforcement, providers of record filing services, providers of claim adjustment services, insurance agents.
7. The controller will transfer your personal data to non-European Economic Area (EEA) countries only if necessary, and the controller will ensure the adequate protection of such data. Data will be transferred to a third country provided that it ensures appropriate data protection as determined in a European Commission decision or using standard contractual clauses approved by the European Commission. Data recipients in third countries may include public authorities empowered by law to collect data of events or handle proceedings concerning events reported in such country or providers of assistance or other services in such country as necessary to assist the injured party or mitigate the impact of the damage. However, data may be transmitted only if necessary to perform a contract between the data subject and the controller, perform a contract concluded in the interest of the data subject (between the controller and another natural or legal person), establish, enforce or defend claims. Subject to the data protection rules described above, the controller may outsource IT services or functions to service providers established outside EEA. You may request additional information about how to obtain a copy of protection and where it has been made available.

8. The data subjects whose personal data are processed by ERGO Hestia have the following rights in relation to the processing:
- 1) the right of access to personal data;
 - 2) the right to rectification, erasure or restriction of processing;
 - 3) the right to object to the processing of personal data to the extent that such data are processed for the purposes of direct marketing including profiling;
 - 4) the right to portability of personal data, i.e., the right to receive the data from the controller in a structured, commonly used and machine-readable format and the right to transmit those data to another controller;
 - 5) the right to lodge a complaint with a supervisory authority responsible for personal data protection;
 - 6) the right to withdraw consent, which does not affect the lawfulness of processing based on consent before its withdrawal;
 - 7) for automated decision-making, the right to obtain the explanation of the grounds for the decision, to contest the decision, to express his or her point of view and the right to obtain human intervention (i.e., human data analysis and decision).
9. To exercise any of the rights defined in point 8, please contact the controller or the Personal Data Officer.
10. If an insurance contract is concluded or insurance coverage is provided, personal data will be stored until the expiry of claims in respect of the insurance contract or the expiry of the record retention obligation under the law, in particular the obligation to maintain accounting evidence of the insurance contract. If no insurance contract is concluded or no insurance coverage is provided, personal data will be stored until the expiry of claims in that regard. Where relevant consent is granted, personal data will be used for the purposes stated in such consent (e.g. for purposes of marketing) until the consent is withdrawn. Data will be stored for analytical and statistical purposes for a period of 12 years after the termination of the insurance contract.
11. The provision of personal data is necessary for the purposes of assessment of insurance risk, the conclusion of an insurance contract or the provision of insurance coverage and the performance of the insurance contract. Failure to provide personal data will prevent the conclusion of the insurance contract or the provision of insurance coverage.
12. Additional information for the insured: Your personal data have been received from the Insuring Party in connection with the presentation of an offer of an insurance contract and the conclusion of an insurance contract on your behalf, including: first name, surname, PESEL identifier. If the Insuring Party concludes an insurance contract on account of a third party, the Insuring Party is required to forward the Personal Data Controller's Declaration to the Insured.

§ 2

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

TERM	WHAT DOES IT MEAN?
Accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Accident	In the Third-Party Liability in Private Life Insurance and the Tenant Third-Party Liability Insurance – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Actual value	Replacement value decreased by technical wear and tear
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years

TERM	WHAT DOES IT MEAN?
Apartment	A legally separated part of a multi-family residential building together with: a) technical devices; b) fixtures and fittings, c) appurtenant premises; d) walls, partition walls without frame construction; e) external: doors, windows, window sills, roller-blinds, bars, awnings; f) balconies, terraces, loggias; g) external components. External components of an apartment are elements of the apartment connected with the apartment directly or through installations, situated outside the body of the apartment
Appurtenant premises	Premises included in the apartment, which may be subject to separate ownership. Appurtenant premises may be used solely by the Insured or his/her relatives who have the common household or by persons authorized by the Insured. Appurtenant premises include also a parking space inside the building where the apartment is located
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰ – 0.5‰ or the concentration of alcohol in breath amounts to 0.1 mg – 0.25 mg per 1 dm ³
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Body surface area	The surface of the victim's hand shall be considered as a percentage of the body surface area taken into consideration when assessing the extend of frostbites or burns
Burglary	Seizing or an attempt at seizing property from the premises (and in the Luggage Insurance also from a car boot, a caravan, a camper, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender, obtained as a result of an offence, as well as destruction of the subject of insurance directly related to the commitment of burglary or attempt at committing a burglary
Cerebral stroke	Cerebral stroke, which is synonymous with brain necrosis (i.e. damage to brain tissue) located in a circumscribed area, caused by acute, non-traumatic haemorrhage or by ischaemia of the brain, which leads to the emergence of a permanent, irreversible neurological deficit. The diagnosis of stroke must be confirmed by an imaging study – magnetic resonance imaging (MRI) and/or computerised tomography (CT), which corroborates the association between a new neurological deficit and a new area of encephalomalacia. The assessment of a permanent neurological deficit can be performed no earlier than 3 months after the stroke. Excluded from insurance coverage are the following: a) transient ischaemic attack (TIA); b) stroke which occurred at an indeterminate date; c) stroke which was diagnosed exclusively on the basis of biomarkers; d) stroke which involves neurological sequelae limited exclusively to functional limitations of the sense of smell, function of the vestibular system or the organ of vision
Chronic disease	A disease condition characterised by slow development and long course, which requires treatment according to medical recommendations or is treated continuously or periodically over 12 months before the insurance contract was signed, during which the symptoms may periodically flare up or recede
Clerical activity	Business activity performed by a natural person consisting in white-collar work which requires no special/dedicated tools and equipment and which is not connected with the reception of clients in the insured real estate
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g. paintings, sculptures, coins, post stamps
Commencement date	The day from which the Insured is covered by insurance in the first insurance contract concluded with ERGO Hestia, provided that the Policyholder concludes – based on these General Terms and Conditions of Insurance – another or successive insurance contracts featuring cover commencing on the day following the end of cover resulting from the previous contract. In the event that the date of commencing cover in the next insurance contract does not fall directly after the date of the end of cover in the previous contract, the commencement date shall the day from which the Insured is covered by insurance in the new insurance contract
Constant supervision	Direct surveillance 24 hours a day at the place of insurance: a) by persons employed by the Insured or by a property protection agency with which the Insured has signed a property protection contract; b) in the form of a secured, fenced area
Construction	Works comprising the erection of a house, apartment, outbuilding or garden architecture; as well as their reconstruction, repair, superstructure, modernization and extension. The construction does not refer to construction works consisting only in the fixtures and fittings, or technical devices
Construction disaster	Unintentional, sudden destruction of a house in construction or outbuilding or garden architecture in construction, as well as their parts and structural elements of scaffoldings, elements of moulding devices, shaping sheet piling and excavation lining. The following are not regarded as a construction disaster: a) damage to the element in-built in the construction facility qualifying for repair or replacement; b) damage to or destruction of construction equipment relating to buildings; c) installation failure

TERM	WHAT DOES IT MEAN?
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime or offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	Any natural person concluding the insurance contract (the Policyholder)
Damage to property	In the Third-Party Liability in Private Life Insurance and the Tenant Third-Party Liability Insurance – losses due to destruction of or damage to a movable item or a real estate possessed by the aggrieved party as well as lost benefits that they might obtain if their property was not destroyed or damaged
Dangerous professions	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction works associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater works, fishing, work on ship, in mining industry (workers employed at platforms, mining), as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard, security guard
Domestic animals	Animals usually bred by people and kept at home or in the backyard: dogs, cats, birds, rodents, aquarium fish, horses, apart from animals bred for commercial and economic purposes
Domestic partnership	An informal union of two people living together and maintaining a household together. Individuals in a domestic partnership may not be related by blood, affinity or adoption
Electronic lock	A lock enabling access to a room, opened with a complex access code, other than a key, such as a magnetic card, digital code, biometrical reader
Emergency Centre	The organizer providing assistance services on behalf of ERGO Hestia
ERGO Hestia Representative	Any ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorised by such agent
Event	<ul style="list-style-type: none"> a) a future and uncertain sudden event beyond the control of the Insured, causing a loss covered by the scope of insurance – in Property Insurance against Fire and Fortuitous Events, in Property Insurance against Theft; b) accident – in Personal Accident Insurance; c) loss of bodily function or bodily injury – in the Medical Assistance Option of the ERGO 7 Assistance Insurance
Excess	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Failure	Any malfunction of the device or installation caused by mechanical, electrical, electronic or hydraulic damage. The necessity to supplement usage materials, current and periodic maintenance, delivery and installation of accessories shall not be considered as a failure
Fixtures and fittings	<p>Elements mounted or embedded in a house, apartment, summer cottage, house in construction or outbuilding in a fixed manner, preventing their separation without the use of tools, in particular:</p> <ul style="list-style-type: none"> a) internal fittings, mezzanines and partition walls with frame construction, including plasterboard; b) paint coating, all kinds of decorative veneers or linings of ceilings, walls, stairs and floors; c) shower stalls, sinks, tubs, toilet bowls, bidets, urinals, bathroom and kitchen taps; d) internal elements: doors, windows with locks, window sills, shutters, roller blinds; e) glass elements of: walls, roofs of a building or premises, balconies, terraces, loggias and other fixtures and fittings; f) fireplace glass; g) mirrors and stained glass windows, affixed in a permanent manner; h) ceramic fixtures and fittings
Flood	Flooding of areas as a result of a raised level of flowing and standing water, or as a result of a rise of coastal marine waters
Fortuitous events	<ul style="list-style-type: none"> a) rescue operations – actions taken to prevent loss threatening directly, to save the life or health of the Insured or close persons of the Insured or to mitigate its effects, if these measures were appropriate to the circumstances; b) smoke and soot – suspension of particles in gas being a direct result of: <ul style="list-style-type: none"> 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; c) hail; d) sonic bang; e) hurricane – wind of at least 15 m/sec., causing massive damage; f) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes; g) snow pressure – the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; h) landslide; i) fire; j) overvoltage caused by lightning; k) surface water flow; l) earthquake; m) lightning;

TERM	WHAT DOES IT MEAN?
	<ul style="list-style-type: none"> n) vehicle collision; o) falling tree; p) falling mast; q) falling aircraft; r) explosion; s) flooding – presence of liquid in a house, apartment, summer cottage, house in construction, outbuilding or garden architecture leading to the occurrence of loss, resulting from: <ul style="list-style-type: none"> 1/ precipitation; 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems or installations; 3/ escape of water from household appliances as a result of their failure or interrupted operation due to a power outage; 4/ withdrawal of water or sewage from public sewerage facilities or installations; 5/ taps or other valves in other devices in the water supply, sewerage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken or cracked aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building; In Luggage Insurance flooding is considered by ERGO Hestia to be any liquid damage to insured luggage and cash resulting from the aforementioned causes; t) subsidence
Frost shake	Frost shake of external elements of the insured house, outbuilding or elements of balconies, terraces or loggias in the apartment
Furnishing	<p>Decorative elements and elements of interior design of a house, apartment, summer cottage, house in construction, outbuilding or outbuilding in construction, as well as property necessary to run a household, belonging to the Insured or his/her relatives, who run the household together. Furnishings also include any objects used by the Insured for clerical activity, which are not special or dedicated to such activity, provided that such activity carried out at the insured location is declared in the insurance contract, and objects temporarily in the possession of the Insured, which are loaned or lent to the Insured by the employer or other legal person or organisational unit. Such loan or lending must be confirmed in writing by the lender or lender. Included are decorative elements and devices meeting the aforementioned criteria, such as:</p> <ul style="list-style-type: none"> a) furniture (including built-in); b) household appliances; c) audiovisual, and radio and TV equipment, including televisions, decoders, DVD players, multimedia projectors; d) desktop computers, peripherals including: printers, scanners, routers, switches; e) household supplies; f) glass elements of: furniture, stove, microwave, refrigerator, hood; g) kitchen hobs - ceramic or glass; h) aquaria and terrariums with their internal fixtures; i) mirrors not affixed in a permanent manner; j) hunting trophies; k) power tools and home and garden tools
Garden architecture	<p>Situated at the insured location:</p> <ul style="list-style-type: none"> a) fences and their components; b) swimming pools together with roofing, saunas, jacuzzi, tennis courts, pavements and roads; c) gazebos, carports, garden lamps, wells, statues and fountains; d) caretaker's lodges and tool sheds without foundations; e) garden plants, including ornamental plants cultivated in pots; f) pots, perches; g) playground equipment, swings, garden furniture, grills, pens for animals; h) garden watering and drainage systems
Greenhouse	A structure (either detached or affixed to the insured building) whose frame is covered entirely (walls and roof) with glass or plastic panels, including partition walls, including partition walls with frame construction; a structure covered with foil is not considered a greenhouse
High-risk professions	Professions involving physical works, that is: industrial worker, operator or machine and device assembly worker, farmer, gardener, forester, driver, construction and repair worker; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids
High-risk sports	BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, hydrospeed (in the territory of Europe), horse riding, snow scooters, motor yachts, kayaking, kitesurfing, cycling – crosscountry, track cycling, bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoering, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sanding

TERM	WHAT DOES IT MEAN?
House	<p>A detached residential building, or a separate part of semi-detached or terraced house (including also parts of a house belonging to the Insured constituting co-ownership of several persons) with inbuilt installations, technical devices and fixtures and fittings, and constituting a technical and utility whole. The house must be permanently connected to the land, separated from the surroundings by means of building partitions. The house also includes:</p> <ul style="list-style-type: none"> a) walls, foundations, roof, terraces, balconies, partition walls without frame construction; b) external elements: doors, windows, window sills, roller crates, shutters, awnings; c) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters, chimney platforms and steps; d) garage, if it forms an integral part of the house; e) external components. <p>External components of a house are elements of the house connected with the house directly or through installations, situated outside the body of the house</p>
House in construction	<p>A building in which construction works are in progress (erection, extension, superstructure, reconstruction, renovation, modernisation) from the date of:</p> <ul style="list-style-type: none"> a) undertaking first works on the construction site (in the case of erecting the building); or b) undertaking construction works which do not cover only fixtures and fittings or technical devices in the event of extension, superstructure, reconstruction, renovation, modernisation of the building, until the day the works defined as construction are actually completed but not earlier than the date of approval of the power and chimney systems, if required in accordance with applicable laws. <p>Depending upon the progress of works, a house in construction shall also include:</p> <ul style="list-style-type: none"> a) walls, foundations, roof, terraces, balconies, partition walls without frame construction; b) external elements: doors, windows, window sills, roller crates, shutters, awnings; c) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters; d) fixtures and fittings; e) technical devices; f) materials, raw materials and semi-finished products used in construction works; g) garage, if it forms an integral part of the house in construction
Insured location	<p>A location of the house, apartment, summer cottage or house in construction specified in the insurance contract</p>
Loss	<p>A direct consequence of the event or accident which is covered by the insurance contract:</p> <ul style="list-style-type: none"> a) financial detriment – in the Property Insurance, in the Luggage Insurance; b) death, bodily injury, loss of bodily function or financial detriment – in the Personal Accident Insurance; c) Insurance; d) personal injury or damage to property – in the Third-Party Liability in Private Life Insurance, in the Tenant Third-Party Liability Insurance
Loss investigation	<p>Carrying out necessary activities to explicitly identify the element of insured property, the fault or defect of which was the direct cause of loss, damage to property or personal injury, or failure of a water or sewage system</p>
Luggage	<ul style="list-style-type: none"> a) any objects located outside the regular place of residence, used by the Insured or his/her relatives who run a household together, in their everyday life; b) any objects located outside the regular place of residence, held temporarily by the Insured if they were rented or lent for use by the employer or another legal/organizational entity or an individual, provided that such rental or letting for use were confirmed in writing by the borrowing or lending entity; c) if luggage is transported in external cargo carriers, the external cargo carrier is also considered luggage
Malignant breast cancer	<p>The neoplasm which presents as a malignant tumour in the mammary gland characterized by uncontrolled growth and dissemination of malignant neoplastic cells which attack tissues of a different histological type. a malignant breast cancer must be confirmed by a histopathological examination. The insurance scope does not cover:</p> <ul style="list-style-type: none"> a) ductal carcinoma in situ; b) disease or condition described or classified as: <ul style="list-style-type: none"> 1/ precancerous condition; 2/ non-invasive cancer; 3/ borderline malignancy tumour or low malignant potential tumour
Malignant prostate cancer	<p>The neoplasm which presents as a malignant tumour in the prostate gland characterized by uncontrolled growth and dissemination of malignant neoplastic cells which attack tissues of a different histological type. a malignant prostate cancer must be confirmed by a histopathological examination. The insurance scope does not cover:</p> <ul style="list-style-type: none"> a) a malignant tumour in the prostate gland in a stage lower than T2N0M0 in the TNM classification; b) disease or condition described or classified as: <ul style="list-style-type: none"> 1/ precancerous condition; 2/ non-invasive cancer; 3/ borderline malignancy tumour or low malignant potential tumour
Market value	<p>Value referring to the purchase price on the local market;</p>

TERM	WHAT DOES IT MEAN?
Market value of the apartment	Value referring to the product of the floor area of an apartment multiplied by the average market price of 1 m ² in a given town or city or district in relation to homes of similar characteristics and standard of finish
Monetary values	<ul style="list-style-type: none"> a) coins which do not constitute an applicable legal tender; b) silver, gold, platinum in scrap or bars, c) precious, semi-precious stones, synthetic stones, pearls, amber, corals, which are not a utility product; d) checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash
Multipoint lock	A lock which bolts the door into the frame in several distant places
Multi-tumbler lock	A lock which has more than one groove perpendicular to the shaft on the blade
Myocardial infarction	<p>Myocardial infarction, which is synonymous with necrosis of the heart muscle due to obstruction of coronary arteries with concomitant:</p> <ul style="list-style-type: none"> a) typical signs and symptoms of an acute myocardial infarction; b) new typical electrocardiographic signs of a past myocardial infarction; c) transient elevation of troponin T and/or troponin I and/or cardiac enzymes, including CK-MB, above generally accepted laboratory reference levels for myocardial infarction. <p>Excluded from insurance coverage are the following:</p> <ul style="list-style-type: none"> a) every event which has not been confirmed to be a myocardial infarction by a specialist physician (cardiologist); b) elevation of cardiac biomarkers, which directly results from the performance of a cardiac procedure (coronary angiography and/or coronary angioplasty); c) myocardial infarction which occurred at an indeterminate date
Outbuilding	<p>Any building permanently affixed to the ground, demarcated in the space with building partitions, equipped with in-built installations, technical devices and fixtures and fittings, which constitutes a technical and utility whole used for purposes other than residential purposes, including a detached garage or a greenhouse.</p> <p>The following elements shall be considered as parts of the outbuilding:</p> <ul style="list-style-type: none"> a) walls, foundations, roof and partition walls without frame construction (except a greenhouse), external elements: doors, windows, and window sills, b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters
Overvoltage	A sharp change in voltage in the electricity network
Parking place	Separate useful floor area inside the building in which the apartment is located, used for the parking of vehicles, customarily called "carport"
Personal belongings	<p>Any objects used by the Insured or his/her relatives who run a household together, in their everyday life. Also, any objects used by the Insured for clerical activity, which are not special or dedicated to such activity, provided that such activity carried out at the insured location is declared in the insurance contract, and objects situated at the insured location which are the property of third parties who are temporarily residing at the insured location by invitation of the Insured, and held temporarily by the Insured if they were rented or lent for use by the employer or another legal/organizational entity or an individual. Lending must be confirmed in writing by the lending entity. Personal belongings are objects meeting the above conditions, including:</p> <ul style="list-style-type: none"> a) clothing and other personal effects, such as towels, books; b) equipment: photo, portable computer equipment; c) mobile phones; d) musical instruments; e) sports equipment; f) medical and rehabilitation equipment; g) orthopaedic and auxiliary means which support or enable persons with disabilities (hearing aids, cochlear implants, insulin pumps, infusion sets for personal insulin pumps, crutches, canes, non-registrable wheelchairs, glucose meters, limb prostheses, orthoses; h) batch production weapons of all kinds, possessed in line with the provisions of law; i) serial standard software and data carriers; j) jewellery, watches, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group; k) cash; l) tires or wheels (i.e. tires with rims) for vehicles owned by the Insured or relatives of the Insured. <p>Personal belongings also include: phones, tablets, laptops used for economic activity, if they are situated at the insured location.</p>
Personal injury	In the Third-Party Liability in Private Life Insurance and the Tenant Third-Party Liability Insurance – losses due to death, bodily injury or loss of bodily function; as well as the benefits lost by the aggrieved party that they might obtain if they were not inflicted with bodily injury or health disorder
Polluting substance	Substances in the form of smoke, fumes, gas, soot, liquids, waste, if they cause or may cause contamination or pollution of water, soil, air
Practising competitive sports	Practising sports disciplines in order to achieve maximum results. It requires regular participation in training, sports competitions and tournaments under registered sections, clubs or sports organisations

TERM	WHAT DOES IT MEAN?
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party. Pure economic loss may not result from a damage to property, personal injury or any infringement of the personal interests
Recreational sports	Aerobics, badminton, baseball, biathlon, blade cross, cross-country skiing, truck running (including jogging), billiard/snooker, box aerobic, bridge, fun ball, frisbee, gymnastics, golf, snow golf, field hockey, figure skating, yoga, cycling (including bicycle riding), basketball, cricket, kyudo, bowling, athletics (except running), archery, speed skating, classic marathon, hunting, walking, walks up to 2500 m above sea level, water skiing, Nordic walking, handball, volleyball, water polo, swimming, qigong, darts, springboard jumping, jet skis, snorkelling, motor sports (antique car rallying), shooting, SUP, surfing, fencing, chess, dancing, technogym, tennis, table tennis, trampofail, tae-bo, Tai Chi Chuan, taiko, tambeach, floorball, wakeboarding, windsurfing, rowing, roller skating, angling, inland sailing, marine sailing up to 12 nautical miles from the coastline
Relatives	Spouse, domestic partner, siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adopted and adoptive parent. In the Third-Party Liability in Private Life Insurance, Third Party Liability Insurance of the Tenant, and Assistance Insurance, relatives are the above persons running a household together with the Insured
Replacement value	Value that corresponds to the cost of restitution of property to the state of property prior to the damage, but not improved. The replacement value is calculated depending on the subject of insurance – as follows: <ul style="list-style-type: none"> a) for the house, apartment, summer cottage, house in construction, outbuilding, garden architecture – the reconstruction cost on the same site or the renovation cost, including comparable technology, structure and finishing standard, using existing dimensions and materials; b) for furnishing, personal belongings, luggage – the purchase or production price of a new item of the same or most comparable type, the same or most comparable brand and installation costs
Robbery	Seizure of property by use or threat of immediate use of force to a person or after making them unconscious or helpless. a robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured
Stay at hospital	Hospitalisation that commenced during the period of ERGO Hestia's liability and lasted continuously for at least 4 days. The date of admission to the hospital as well as the date of the end of stay at the hospital are calculated by ERGO Hestia as a full day regardless of the time of admission/release. The period for which a leave is granted shall not be regarded as stay at hospital, which ERGO Hestia shall suspend for that period
Summer cottage	A building situated in an allotment or another recreational plot, together with in-built installations, technical devices and fixtures and fittings, and constituting the technical and utility whole. The summer house must be used for recreation or leisure purposes. It must be permanently connected to the ground, and separated from the surroundings by means of building partitions. a summer cottage also includes: <ul style="list-style-type: none"> a) walls, foundations, roof, terraces, balconies, partition walls without frame construction; b) external elements: doors, windows, window sills, roller crates, shutters, awnings; f) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters, chimney platforms and steps; g) external components. A summer cottage is permanently connected to the ground if it has foundations situated below ground level (i.e., trenched) or other structures (e.g., anchors, continuous footing, foundation slab) which establish a permanent connection to the ground.
Technical devices	Devices which are a component of a house, apartment, summer cottage, house in construction or an outbuilding and enable its use, installed or in-built in a permanent manner and consistent with their intended use. Technical devices include: <ul style="list-style-type: none"> a) utility connections, heaters of any kind, network endpoints; b) devices used for treatment and collecting trash and sewage; c) air conditioning and ventilation systems; d) solar panels and installation, photovoltaic (solar) cells, photovoltaic installation; e) lightning protector installation; f) alarm and monitoring devices and systems (including cameras), internet access systems, water supply and sewage network (including deep wells), electricity, gas or heating devices and systems (including fireplaces with installation and controls); g) building management systems in the form of equipment and installation of a smart house; h) antennas, intercoms, videophone
Thawing	Loss of suitability for consumption due to elevation of storage temperature in cooling equipment resulting from: <ul style="list-style-type: none"> a) failure of the cooling equipment in which household supplies are stored; or b) break in electricity supply lasting continuously for at least 2 hours and confirmed by the energy provider
The Insured	The Customer or another natural person on whose account the Customer has concluded the insurance contract
Theft	The act of illegally seizing someone else's property, not being a burglary or robbery

TERM	WHAT DOES IT MEAN?
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia
Total and permanent incapacity to work	The situation in which the Insured is unable to perform work in the future: a) which has been the main source of income for the past 6 months preceding the date of the personal accident, and b) where the Insured is qualified by virtue of his or her background and experience
Vandalism	Any situation where a third party has deliberately destroyed or damaged insured property
Victim Support Centre (CPOP)	Centrum Pomocy Osobom Poszkodowanym sp. z o.o. seated in Gdańsk (Victim Support Centre – CPOP) – the organiser of the CPOP Care service on behalf of ERGO Hestia
Water equipment	Sailing equipment – rowing boats, racing rowing boats, canoes, water bicycles, surfing and windsurfing boards, jet skis, rubber dinghies, sailing yachts with sail area of 10sq m, motor yachts with engine of 5 kW of power
Works of art	Objects with an artistic value: a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided they have been made in their entirety by an artist; b) casts of original sculptures and statues, if there are more than 8 copies of them, and the artist or his/her heirs supervised their creation; c) tapestries and wall textiles made by hand based on original designs provided by the artist, if there are up to 8 of them; d) photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts

I. Scope of liability of ERGO Hestia

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

§ 3

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

Property Insurance

§ 4

1. Property Insurance covers loss, destruction or damage which has occurred as a direct consequence of an event that took place suddenly, unexpectedly and beyond the control of the Insured, and was of a precarious and uncertain nature. The Customer shall choose the subjects of insurance and the scope of coverage from among the options described in the tables 1 and 2:

Table 1.

SUBJECT OF INSURANCE			
<ul style="list-style-type: none"> • house • apartment • outbuilding • furnishing • personal belongings • antiques, works of art, collections • garden architecture 			
OPTIONS	I	II	III
Scope of insurance			
Property Insurance against Fire and Other Fortuitous Events – causes of events	fortuitous events	a) fortuitous events; b) overvoltage; c) thawing	All events which have not been excluded from the scope of liability
Property Insurance against Theft – causes of events:	a) burglary; b) robbery	a) burglary; b) vandalism; c) robbery	a) burglary; b) vandalism; c) robbery; d) theft (concerns garden architecture, furnishings including lawnmowers and other garden tools used to cut the grass, situated in the garden, and external components of a house or apartment)
Flood	+	+	+
Additional services in which ERGO Hestia covers the costs of their provision			
Loss investigation – in Property Insurance against Fire and Fortuitous Events	NO	YES	YES
Replacement of security devices – in Property Insurance against Theft	YES	YES	YES
Removing the loss remainder	YES	YES	YES
Appointment of appraisers for the assessment of consequences of loss	YES	YES	YES

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

Table 2.

SUBJECT OF INSURANCE		
<ul style="list-style-type: none"> • summer cottage • house in construction • outbuilding • furnishing • personal belongings • garden architecture 		
OPTIONS	I	II
Scope of insurance		
Property Insurance against Fire and Other Fortuitous Events – causes of events	a) fortuitous events; b) construction disaster	a) fortuitous events; b) overvoltage; c) thawing; d) construction disaster
Property Insurance against Theft – causes of events (does not concern garden architecture)	a) burglary; b) robbery	a) burglary; b) vandalism; c) robbery
Flood	+	+

Dodatkowe usługi, w których ERGO Hestia pokrywa koszty ich świadczenia

Replacement of security devices – in Property Insurance against Theft	YES	YES
Removing the loss remainder	YES	YES
Appointment of appraisers for the assessment of consequences of loss	YES	YES

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

2. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 22.
3. ERGO Hestia may cover with insurance the outbuilding or garden architecture where the Customer insures at the same time his/her house, apartment, summer cottage or house in construction. If the outbuilding is not situated in the same insured location where the insured house, apartment, summer cottage or house in construction is situated, the insurance contract shall feature the address of the insured outbuilding.
4. ERGO Hestia covers solar collectors with installation, photovoltaic (solar) cells and photovoltaic installations situated and affixed permanently on an insured house, outbuilding, summer cottage or plot. Solar collectors with installation, photovoltaic (solar) cells and photovoltaic installations which meet this condition are included in the sum insured of the house or summer cottage. Insurance does not cover solar collectors, photovoltaic (solar) cells and photovoltaic installations affixed on a house in construction or outbuilding in construction or near a house in construction or outbuilding in construction.
5. The outbuilding or garden architecture may be covered by insurance, if they are in construction and are situated in the same insured location where the insured house in construction is situated.
6. Property insurance covers personal belongings and equipment only if they are located in the house, apartment, summer cottage, house in construction, outbuilding or outbuilding in construction at the insured location, subject to points 7 – 9 below and § 5 – § 6.
7. Point 6 above does not apply to lawnmowers and other equipment used to cut the grass, situated in the garden at the insured location, covered by Property Insurance in the option selected by the Customer as well as insurance cover against theft.
8. Orthopaedic and auxiliary means supporting or enabling persons with disabilities (which are personal belongings) are covered by insurance at and outside the insured location, according to § 5.
9. Furnishings and personal belongings are covered by insurance also when moving from the insured location to a new location, during all transport, including loading and unloading, and 48 hours after moving if provided by a hired specialised moving service. Insurance cover in Property Insurance against Theft is provided in the case referred to in the first sentence subject to the property protection requirements under § 28 – § 29.
10. Property Insurance covers personal belongings situated at the insured location, which are the property of third parties who are temporarily residing at the insured location at the invitation of the Insured. If the Customer selects Option III of Property Insurance, personal belongings of third parties are covered by insurance against the reasons defined for Option II.
11. Phones, tablets and laptops used by the Insured for economic activity are covered by insurance at the insured location.
12. Antiques, works of art, collections may be covered only if they are located in the insured house or apartment in which the furnishings and personal belongings are insured. In this case, before the conclusion of the insurance contract, the valuer has to catalogue and value antiques, works of art and collections at the Customer's expense.
13. ERGO Hestia reimburses documented costs of:
 - 1) Loss investigation, if according to the insurance contract ERGO Hestia is liable for the loss occurred or failure of water or sewage systems. Such costs include the costs of manpower and materials necessary to identify and reach the damaged component, and to remove the effects of these actions (to restore the state from before undertaking the investigation);

- 2) repair of the element whose damage was the cause of the loss, if according to the insurance contract ERGO Hestia is liable for loss investigation.
14. In Replacement of security devices in Property Insurance against Theft, ERGO Hestia reimburses the documented costs of replacing safety devices if the Insured, his/her relative or another person authorised by the Insured loses the keys used for their opening.
15. In case of selecting Option III, antiques, art works, collections and cash are covered by insurance to the extent of the causes determined for Option II.
16. In case of selecting Option III of the Property Insurance against Fire and Fortuitous Events, ornamental plants and drainage and watering systems are covered by insurance to the extent of the causes determined for Option II of the Property Insurance against Fire and Fortuitous Events.
17. Compensation for loss or for damage to an outbuilding which is a greenhouse, caused by hail, falling tree or snow pressure, shall be reduced by a deductible of PLN 500.
18. Property Insurance covers loss or damage caused as a result of leaving:
- plugged heating devices, irons, hair care and styling devices, food or liquid heaters, Christmas tree lights, chargers for mobile phones, smartwatches, tablets, laptops, printers, e-book readers;
 - vessels used to heat up food and liquids on active hot plates, open fire or burner;
 - fire in the fireplace or stove;
 - open windows (not applicable to Property Insurance against Theft).

§ 5

1. Insurance of personal belongings which support or enable persons with disabilities, situated outside the insured location, covers loss, damage or destruction, under the circumstances and in the case of events described in the table below. Insurance cover to the extent defined below is provided world-wide.

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

2. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 22.

§ 6

1. For an extra insurance premium, ERGO Hestia provides cover for dogs and cats owned by the Insured to the extent presented below:

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
1) accident caused by a vehicle in movement; 2) falling from heights; 3) being bitten by another animal which is not owned by the Insured; 4) being poisoned by a third party; 5) fortuitous events according to the General Terms and Conditions of Insurance	1) cost of veterinary treatment; 2) cost of putting the animal down if required; 3) cost of cremation and burial; 4) one-time allowance on the death of a dog or cat
Loss of the animal	Documented cost of the search – paid ads, printed leaflets

2. Insurance covers events occurring in Poland.
3. The scope of insurance defined in point 1 is the same in all options of Property Insurance against Fire and Fortuitous Events selected by the Customer.
4. ERGO Hestia shall not be liable within the scope indicated in § 7 and § 22.

§ 7

1. Property Insurance does not include loss or damage:
 - 1) if the loss was a result of the construction works; the exclusion shall not apply, if the subject of insurance is a house, outbuilding or garden architecture in construction;
 - 2) in summer cottages in construction;
 - 3) to furnishing, personal belongings or antiques, art works and collections, left in loggias, on balconies and terraces;
 - 4) to buildings, equipment and installations subject to demolition, and any property situated therein;
 - 5) occurring in monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections;
 - 6) to data on any carrier;
 - 7) occurring as a result of using the subject of insurance contrary to its intended purpose, subject to § 4 par. 18;
 - 8) to property which the Insured or his/her relatives have acquired for resale;
 - 9) to property used for the purposes of commercial, service or production activity, apart from property lent to the Insured by their employer and phones, tablets and laptops used by the Insured for economic activity and property used by the Insured for clerical activity (other than special tools or equipment or tools or equipment dedicated to such activity), provided that such activity carried out at the insured location is declared in the insurance contract;
 - 10) to antiques, art works, collections, computer hardware, audio-visual, radio and TV, photo and electronic equipment located in summer cottages located in allotments, houses in construction, outbuildings or appurtenant premises;
 - 11) occurring during installation or dismantling of the subject of insurance, conducting maintenance or repairs, as well as resulting from improper installation or manufacturing defect;
 - 12) due to dry/wet rot or property freezing, unless such effect is the result of a sudden and unpredictable event covered by insurance;
 - 13) due to freezing; the exclusion shall not apply to frost shake in the Property Insurance in Option III;

- 14) occurring as a result of a liquid freezing in devices and installations, as well as losses occurring as a result of flooding being a consequence of such freezing in an unheated house, apartment, summer cottage, house in construction, outbuilding or outbuilding in construction;
 - 15) occurring as a result of flooding with water from precipitation in the house in construction, outbuilding, or garden architecture in construction, if the building was not equipped with roofing and was not equipped with windows or doors or other protection of window and door openings;
 - 16) occurring as a result of improper workmanship or design, latent defects or other material defects, unless another event covered by insurance occurred as a consequence thereof, as then the liability concerns only the effects of such event;
 - 17) occurring as a result of genetic modification, the impact of viruses and bacteria;
 - 18) involving a loss or disappearance of property, except for the keys used for opening safety devices or theft;
 - 19) occurring due to wall cracking as a result of natural and intrinsic subsiding or building movement;
 - 20) which consist only of scratches, scrapes or stone chip on the surface of the subject of insurance of merely aesthetic nature, unless scratches, scrapes or stone chip on the surface prevents the use of the subject of insurance;
 - 21) occurring in the subject of insurance as a result of software errors or the impact of computer viruses;
 - 22) occurring as a result of the lack of utilities caused by lack of payment or termination of agreement with the utility supplier;
 - 23) in batteries, solar collectors or photovoltaic cells affixed on a house in construction or outbuilding in construction or near a house in construction or outbuilding in construction;
 - 24) in personal belongings and equipment, if located at the parking spot;
 - 25) in means of transportation which are subject to registration;
 - 26) occurring as a result of breakage or cracking of personal belongings and furnishings when moving from the insured location to another location and within 48 after moving.
2. Additionally, the insurance does not cover losses occurring as a result of:
- 1) influence of underground waters, unless they are the result of precipitation or flood while the scope of insurance is extended to cover floods;
 - 2) ground settlement, unless it is the result of flood while the scope of insurance is extended to cover floods;
 - 3) dampness or flooding caused by leaks from water and sewage system, windows, roof, walls or devices discharging water from the roof, walls, terraces and balconies, if their maintenance was one of the obligations of the Insured, who with ordinary care should have known about leaks resulting from it or if, knowing about the existing negligence in this regard, did not refer in writing to the owner or administrator of the building to request its removal.
3. Under Option III of Property Insurance:
- 1) ERGO Hestia is not liable for losses due to an intrinsic internal cause, lack of maintenance, wear and tear, error in installation or self-inflicted failure unless another event covered by insurance occurred as a consequence thereof; in such a case ERGO Hestia is liable only for the effects of such an event;
 - 2) compensation for losses or damage to personal belongings or furnishing, not resulting from fortuitous events, caused by the Insured, his/her relatives, domestic animals or employees shall be reduced by an excess of PLN 500. The excess referred to in the preceding sentence shall not apply in the event of damage to:
 - a) glass, ceramic or stone elements of: furniture (including tops), stove, microwave, refrigerator, hood;
 - b) kitchen hobs - ceramic or glass;
 - c) aquaria and terrariums;
 - d) glass lighting fixtures, other than light bulbs and fluorescent tubes;

- e) mirrors not affixed in a permanent manner.
- 4. ERGO Hestia shall not be liable for any loss or damage and its consequences occurring as a result of flood, unless the liability of ERGO Hestia in this respect was extended by the Insured in the insurance contract.
- 5. Under Property Insurance against Fire and Fortuitous Events (including Option III), ERGO Hestia shall bear no responsibility for any damage occurring as a result of burglary, robbery, vandalism, or theft. In order to extend the scope of insurance so that it includes damages arising from burglary, robbery, vandalism or theft, the Customer must define separate sums insured for each insured item within the scope of Property Insurance against Theft.

§ 8

1. Limits of liability of ERGO Hestia in Property Insurance:
 - 1) PLN 10,000 for garden plants insured within the framework of garden architecture, according to the market value of plants of the same species;
 - 2) 10% of the sum insured of a house or apartment for costs of loss investigation but no more than PLN 50,000;
 - 3) PLN 1,000 for costs of replacing safety devices in the event of loss of the keys used to open them;
 - 4) for property stored in the appurtenant premises – 30% of the sum insured for individual subjects of insurance in the Property Insurance against Fire and Fortuitous Events;
 - 5) for losses due to frost shake – 10% of the sum insured for a house, apartment or outbuilding, as appropriate;
 - 6) for cash – 10% of the sum insured for personal belongings, but not more than PLN 5,000,
 - 7) for jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group – 50% of the sum insured for personal belongings;
 - 8) for materials, raw materials and semi-finished products used for the execution of construction works – 20% of the sum insured for the house in construction in the Property Insurance against Theft;
 - 9) for hunting trophies – PLN 500;
 - 10) for non-pedigree dogs and cats – PLN 500, and for pedigree dogs and cats – PLN 5,000.
2. If according to the insurance contract ERGO Hestia is also liable for the loss that occurred up to the sums insured for individual subjects of insurance, the compensation shall also cover:
 - 1) the costs of appointing insurance appraisers in order to determine the extent or circumstances of the loss – if ERGO Hestia agreed to such appointment;
 - 2) the costs of removing the loss remainder – in the range of up to 10% of the amount of loss.
3. The compensation shall be decreased by an excess of 10% if the Customer makes use of a discount for anti-theft safety devices and such safety devices were not installed when the loss occurred, were malfunctioning, removed earlier or were not turned on due to wilful misconduct or gross negligence of the Insured. However, the compensation shall be paid in full if the above-mentioned circumstances had no bearing on the occurrence or the extent of loss.

Third-Party Liability in Private Life Insurance

§ 9

1. Third-Party Liability in Private Life Insurance covers the liability for losses or damage caused to third parties by persons covered by insurance, resulting from accidents that took place during the insurance period. The Customer selects the insurance option from among the options available in accordance with the following table.

OPTIONS	I	II	III
Persons covered by insurance			
The Insured	YES	YES	YES
Minor children of the Insured	YES	YES	YES
Relatives of the Insured, including adult children, residing together with the Insured	+	+	+
Domestic staff and other persons carrying out work in the household, employed by the Insured in connection with the performance of work for people covered by insurance	YES	YES	YES
Scope of insurance			
Losses or damage to property or personal injuries caused in relation to the use or possession of a house, summer cottage, outbuilding, or garden architecture (including rented one)	YES	YES	YES
Losses or damage to property or personal injuries resulting from flooding, whether or not attributable to the Insured	YES	YES	YES
Losses or damage to property or personal injuries caused in relation to the possession and use of property, including the property used by the persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	YES	YES	YES
Losses or damage to property or personal injuries caused in relation to care of minor children	YES	YES	YES
Losses or damage to property or personal injuries resulting from practising recreational sports and high risk sports, or using sailing equipment	YES	YES	YES
Losses or damage to property or personal injuries occurring in relation to possession of domestic animals (also being under the care of the Insured)	YES	YES	YES
Other losses or damage to property or personal injuries caused to third parties in connection with private life activities	YES	YES	YES
Policy limit	PLN 200,000	PLN 500,000	PLN 2,000,000
Territorial scope	Worldwide	Worldwide	Worldwide

YES – in the scope of insurance
+ coverage for payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 10, § 22 item 1) and § 22 items 5)–8).
3. The insurance contract covers losses occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same cause shall be deemed as one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
4. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
 - 1) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
 - 2) necessary actions, which has been taken by the Insured after an accident in order to reduce the extent of loss.

5. At the request of the Insured, ERGO Hestia shall arrange and pay for cleaning after repairs at the injured party as a result of loss caused by flooding for which ERGO Hestia is liable under Third-Party Liability in Private Life Insurance. The service can be used no more than once in the period of insurance.

§ 10

1. Third-Party Liability in Private Life Insurance shall not cover losses or damage:
 - 1) for which the Insured or other persons covered by insurance are responsible, as they have contractually assumed liability of a third party, or expanded the scope of their liability under generally applicable provisions of law;
 - 2) which were afflicted by the Insured or other persons covered by the insurance on their relatives;
 - 3) which were afflicted by the Insured or other persons covered by the insurance on one another;
 - 4) which are covered by compulsory third-party liability insurance;
 - 5) resulting from conducting business activity or practising a profession, including activities related to an internship or training;
 - 6) which are covered by the scope of the Tenant Third-Party Liability Insurance referred to in § 11;
 - 7) resulting from claims for performance or proper performance of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation;
 - 8) in the form of pure financial losses.
2. Third-Party Liability in Private Life Insurance shall also not cover losses or damage occurring:
 - 1) as a result of the persons covered by the insurance practising disciplines other than the defined recreation and high risk sports;
 - 2) in relation to the possession or use of any motor vehicles, aircraft or flying equipment by persons covered by insurance;
 - 3) to any vessels or sailing equipment; ERGO Hestia shall not apply the exclusion to canoes, paddle boats, rowing boats and boards for all varieties of surfing;
 - 4) in relation to the infringement of copyrights and related rights, patents, trademarks and trade names by persons covered by insurance;
 - 5) in monetary values, cash, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, art works and collections;
 - 6) directly or indirectly in relation to the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
 - 7) in connection with the construction of houses, apartments, outbuilding and buildings forming the garden architecture, if the permit was required to carry out these works;
 - 8) as the consequence of a systematic (i.e. regular and repetitive) influence of noise, vibrations or water;
 - 9) as a result of slow impact of pollutants;
 - 10) in vehicles subject to a leasing agreement concluded by persons covered by insurance.
3. The insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

Tenant Third-Party Liability Insurance

§ 11

1. Tenant Third-Party Liability Insurance covers liability for losses or damage caused to third parties by the tenant or his/her relatives residing together with the tenant, resulting from accidents that took place during the insurance period.
2. Tenant Third-Party Liability Insurance covers events occurring as a result of possession or use of a house, apartment, outbuilding or garden architecture under the rental or lending for use agreement.
3. ERGO Hestia shall not be liable within the scope indicated in § 12, § 22 item 1) and § 22 items 5)–8).
4. The insurance contract covers losses occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same cause shall be deemed as one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
5. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
 - 1) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
 - 2) any actions undertaken by the Insured following an accident in order to reduce the extent of loss.

§ 12

1. Tenant Third-Party Liability Insurance does not cover liability for injury, loss or damage:
 - 1) for which the tenant or his/her relatives are responsible, as they have contractually assumed liability of a third party, or expanded the scope of their liability under generally applicable provisions of law;
 - 2) which the tenant or his/her relatives afflicted upon the owner of the house or apartment subject to tenancy or lease;
 - 3) which the tenant or his/her relatives have afflicted upon one another;
 - 4) which the tenant or his/her relatives caused to the persons employed by the tenant or his/her relatives;
 - 5) in the form of pure financial losses;
 - 6) which occurred in monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, works of art and collections;
 - 7) caused by animals;
 - 8) covered by compulsory third-party liability insurance;
 - 9) resulting from claims for performance by the tenant or his/her relatives of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation (as regards the tenant or his/her relatives);
 - 10) occurring directly or indirectly in relation to the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
 - 11) which have arisen as a result of slow impact of pollutants;
 - 12) arising in connection with the construction – by the tenant or his/her relatives – of houses, apartments, outbuilding and buildings forming garden architecture, if a permit was required to carry out these works;
 - 13) arising as the consequence of a systematic (i.e. regular and repetitive) influence of noise or water;
 - 14) in connection with the use of other properties other than the house, apartment, outbuilding or garden architecture subject to rental or lending.
2. The insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

Personal Accident Insurance

§ 13

1. Personal Accident Insurance covers the consequences of accidents suffered by the Insured. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
Personal accident benefits			
Death	YES 100% of the sum insured	YES 100% of the sum insured	YES 100% of the sum insured
Permanent disablement	YES Lump-sum payment of the benefit in accordance with table 1 in the appendix to the General Terms and Conditions of Insurance	YES Lump-sum payment of the benefit in accordance with table 1 in the appendix to the General Terms and Conditions of Insurance	YES Lump-sum payment of the benefit in accordance with table 1 in the appendix to the General Terms and Conditions of Insurance
Daily hospital allowance	NO	YES Payment of PLN 100 for one day of stay at hospital (as a maximum 90 days per each stay at hospital)	YES Payment of PLN 100 for one day of stay at hospital (as a maximum 90 days per each stay at hospital)
Medical and rehabilitation expenses	NO	YES	YES
Total and permanent incapacity to work	NO	NO	YES Lump-sum payment of 100% of the sum insured, not more than PLN 100,000
CPOP care	NO	NO	YES
Illness benefits			
Myocardial infarction or cerebral stroke	NO	YES Lump-sum payment of 30% of the sum insured, not more than PLN 30,000	YES Lump-sum payment of 30% of the sum insured, not more than PLN 30,000
Malignant breast cancer or prostate cancer	NO	NO	YES Lump-sum payment of the benefit in accordance with table 2 in the appendix to the General Terms and Conditions of Insurance
Insurance extensions			
Practising competitive sports	+	+	+
Practising high-risk sports	+	+	+
Working in high-risk profession	+	+	+

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

2. ERGO Hestia shall not be liable within the scope indicated in § 14 and § 22 items 4)–7).
3. Treatment and rehabilitation costs include refund of documented costs or the arrangement and coverage of costs of services performed within the territory of Poland. ERGO Hestia shall cover only those costs which are necessary from the medical point of view, if the compensation for permanent disablement was also due to the Insured, up to 20% of the sum insured, as a maximum up to PLN 10,000. These costs comprise:
- 1) advice, physician's visits, tests, outpatient procedures and surgeries, stay at a healthcare facility;
 - 2) transport by public means (excluding aviation) or specialized transport if its use is necessary for medical reasons;

- 3) essential medicines, dressings;
 - 4) rehabilitation in specialized medical facilities and rehabilitation wards in hospitals;
 - 5) aids, prostheses, rehabilitation equipment (except household appliances and radio and TV equipment), wheelchairs, orthopaedic items and costs of dental reconstruction of permanent teeth, implants and implant placement;
 - 6) vocational training for the disabled.
4. Where as a consequence of an accident the Insured became totally and permanently incapable to work, ERGO Hestia, at a request of the Insured, shall arrange and cover the costs of services of CPOP Care, involving the activities for the benefit of the aggrieved party aimed at social and professional activation (among others, by psychological and therapeutic support, individual vocational counselling and retraining) under the individual assistance plan.
 5. The expediency, date, method and possibility of organizing services for the Insured in CPOP Care shall be decided by the CPOP, which shall draft an individual assistance plan taking into account the situation of the Insured.

§ 14

1. Personal Accident Insurance shall not cover the consequences of accidents if the Insured suffered them:
 - 1) during committing or attempting to commit an offence, stated by a legally binding court decision, unless it had no influence on the occurrence of loss;
 - 2) as a result of self-inflicted injury or suicide,
 - 3) as a result of alcoholic disease or other mental disturbances and behavioural disturbances resulting from the use of psychoactive agents;
 - 4) as a result of driving without a required license, if it affected the occurrence of loss;
 - 5) as a result of playing extreme sports in order to earn money;
 - 6) as a result of practising disciplines other than the defined recreation and high risk sports, where the insurance coverage was extended with such sports;
 - 7) as a result of working in high risk-professions, unless the scope of insurance has been extended to include such professions;
 - 8) in relation to working in dangerous professions;
 - 9) as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident;
 - 10) during the Insured's participation in competitions of any motor vehicles, including any type of test drives.
2. In addition, Personal Accident Insurance shall not cover:
 - 1) infections, unless the Insured was infected with a micro-organism as a result of injuries suffered in a personal accident;
 - 2) damages and consequences of damage to the intervertebral discs;
 - 3) poisoning of the gastrointestinal tract;
 - 4) outcomes of accidents resulting from or arising out of any disease. ERGO Hestia shall not use the exclusion to any benefit paid out as a result of myocardial infarction or cerebral stroke or a malignant breast or prostate cancer, provided that the Insured has extended the insurance coverage with such illnesses;
 - 5) myocardial infarction and cerebral stroke which follows illnesses diagnosed or treated in the last 3 years before the commencement date: myocardial infarction, coronary artery disease, heart defect, cardiomyopathy, aneurysm, cerebral stroke, arteriovenous malformation, transient ischaemic attack (TIA), diabetes;

- 6) malignant breast cancer or prostate cancer:
 - a) diagnosed before the commencement date;
 - b) which follows illnesses diagnosed or treated in the last 3 years before the commencement date: precancerous condition or borderline malignancy tumour in the prostate gland or the mammary gland, enlargement of the prostate gland or increased level (above the limit specified by a diagnostic laboratory) of a tumorial marker (PSA) in blood, adverse results of mammography.
3. ERGO Hestia shall not be held responsible for any cerebral symptoms caused by traumatic factors or resulting from vascular reasons associated with a brain disease within the scope of insurance coverage related to a cerebral stroke.
4. In the case of daily hospital allowance, the stay of the Insured in rehabilitation facilities and health care establishments, the primary purpose of which is care or health resort or rehabilitation treatment, or in specialist mental health hospitals, shall not be regarded by ERGO Hestia as stay at a hospital.

ERGO 7 Assistance Insurance

§ 15

1. ERGO 7 Assistance Insurance covers the arrangement and coverage of the costs of services via the Emergency Centre in Poland.
2. The Emergency Centre shall make any and all decisions regarding the expediency, date, method and possibility of organising any service for the Insured, taking into account any and all circumstances regarding the Insured and his/her relatives.
3. ERGO 7 Assistance Insurance may be concluded in the following variants: Home Assistance, SOS Assistance, or Medical Assistance. The Customer may choose more than one option at the same time.

§ 16

1. Home Assistance services include the organisation and coverage of necessary costs of the services and performance of the following activities:

SERVICE SUBJECT	CIRCUMSTANCES COVERED	SERVICE SCOPE
Heating and air-conditioning equipment	a) failure; b) overvoltage; c) fortuitous events	Assistance of a specialist in order to perform a repair in the insured location. ERGO Hestia also covers the cost of spare parts up to PLN 100.
Door locks	a) failure; b) key theft; c) failure of keys or locks; d) key clasps; e) key loss	Assistance of a specialist in order to perform a repair in the insured location. ERGO Hestia also covers the cost of spare parts up to PLN 100.
Gates, alarm and intercom devices, external blinds	a) failure; b) overvoltage; c) fortuitous events	Assistance of a specialist in order to perform a repair in the insured location. ERGO Hestia also covers the cost of spare parts up to PLN 100.
Plumbing and sewage system	a) failure; b) fortuitous events	Assistance of a specialist in order to perform a repair in the insured location. ERGO Hestia also covers the cost of spare parts up to PLN 100.
Electrical installations	a) failure; b) overvoltage; c) fortuitous events	Assistance of a specialist in order to perform a repair in the insured location. ERGO Hestia also covers the cost of spare parts up to PLN 100.
Household appliances; a) washing machine, washerdryer; b) drying oven; c) fridge, freezer, fridge-freezer; d) cooker; e) oven; f) kitchen hob; g) dishwasher	a) failure; b) overvoltage; c) fortuitous events	Specialist's support and repair in the insured location, or transport of the equipment to and from the nearest repair centre if repair in the insured location is impossible. ERGO Hestia also covers the cost of spare parts up to PLN 100.

SERVICE SUBJECT	CIRCUMSTANCES COVERED	SERVICE SCOPE
Audiovisual equipment and electronics: a) TV set; b) home cinema, projector; c) HiFi Audio; d) game consoles; e) laptop, desktop computer and monitor; f) printer, scanner	a) failure; b) overvoltage; c) fortuitous events	Specialist's support and repair in the insured location, or transport of the equipment to and from the nearest repair centre if repair in the insured location is impossible. ERGO Hestia also covers the cost of spare parts up to PLN 100.

- The total limit of services listed in the table in paragraph 1 shall be 3 services within a period of 12 months.
- In the Home Assistance Option, if the Emergency Centre is unable to arrange a service covered by insurance for the Insured or the Emergency Centre cannot be notified due to the Insured's health status, ERGO Hestia shall reimburse the Insured for incurred costs, evidenced with bills or invoices, up to the average price of the service on the local market.
- ERGO Hestia shall not be liable within the scope indicated in § 19 and § 22.

§ 17

- In the SOS Assistance Option, services are performed in the case of damage to or destruction of the house or apartment indicated as the insured location that prevent its further occupation.
- SOS Assistance services include the organisation and coverage of necessary costs of the service scope and performance of the following activities:

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SERVICE SCOPE
Property safeguarding	a) burglary; b) flood; c) fortuitous events	Safeguarding and protection of the insured property belonging to the Insured or his/her relatives to prevent any further damage: a) up to 7 days in the event of damages resulting from fortuitous events or floods; b) up to 2 days in the event of damages resulting from a burglary
Property transportation	a) flood; b) fortuitous event	One-off transportation of property belonging to the Insured or their relatives, from the insured location to the place indicated by them, carried out in order to secure or use the property outside the insured location
Property storage	a) flood; b) fortuitous event	Storage of property belonging to the Insured or his/her relatives, up to 90 days in a place ensuring safety of such property
Accommodation	a) burglary; b) flood; c) fortuitous events	Transport and accommodation of the Insured and his/her relatives to the nearest possible medium class hotel (two or three stars): a) up to 1 year in the event of damages resulting from fortuitous events or floods; b) up to 2 days in the event of damages resulting from a burglary. Accommodation may be granted in the event that the Insured's house or apartment was damaged and cannot be lived in any more, while staying in such house/apartment is dangerous to the Insured's (or his/her relatives') life or health
Transportation of the Insured and their relatives	a) burglary; b) flood; c) fortuitous events	One-off transportation of people and their luggage to the location indicated by the Insured, and return to the insured location
Transport of children to school, kindergarten, nursery school	a) burglary; b) flood; c) fortuitous events	One-off transport of minor children of the Insured, along with an adult care-giver, to and from school, kindergarten, nursery school (and back)
Care of domestic animals	a) flood; b) fortuitous events	a) care of domestic animals left at the Insured's place, up to three days, or b) one-off transportation of domestic animals to and from the person indicated by the Insured or a pet hotel, and back, and stay of the animal at the pet hotel for up to 3 days

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SERVICE SCOPE
Return to the house	a) burglary; b) flood; c) fortuitous events	One-off transportation of the Insured and their relatives from the place of stay to the insured location

3. The limit of services listed in the table in paragraph 2 shall be 1 service within a period of 12 months.
4. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 22.

§ 18

1. In the Medical Assistance Option, services are performed in case of situations requiring medical assistance for the Insured or his/her relatives.
2. The Customer may choose one of the Medical Assistance options: Basic or Extended.
3. Medical Assistance services include the organisation and coverage of necessary costs of the services and performance of the following activities:

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SERVICE SCOPE
Physician's visit	a) sudden illness; b) accident	a) general practitioner's arrival to and visit at the place of stay of the Insured or their relative; or b) arrival to and visit at the nearest healthcare facility or general practitioner's office, or c) video-consulting or tele-consulting with a doctor
Nurse's visit	a) sudden illness; b) accident	Nurse's arrival to and visit at the place of stay of the Insured or their relative
Delivery of medications and small medical equipment	a) sudden illness; b) accident	Delivery of medications, wound dressings and small medical equipment to the place of stay of the Insured, in accordance with the instructions of the physician of the Emergency Centre. The service shall not include the cost of purchase of the above-mentioned items
Medical transport	a) sudden illness; b) accident	a) transport to and from a medical facility – in case of events which do not require emergency care intervention for the Insured or his/her relatives; b) transport to a follow-up visit and from such visit to a place of stay – provided that the Insured was hospitalized and, in accordance with the written recommendations of the attending physician, should attend a follow-up visit at a medical facility and is not able to travel to the visit by means of public transportation or by their own car due to their health condition confirmed with medical records; c) transport in order to appear before the medical board and back; d) transport from the hospital to the place of stay; e) transport between medical facilities – the service is performed at the written recommendation of the attending physician upon consultation with the Emergency Centre and is carried out with the means of transport adapted to the health condition of the Insured
Care of children, elderly and dependants	a) sudden illness; b) accident	a) care at the Insured's place of stay, or b) transportation of the person who has been indicated as in need of help, or c) transportation to the person indicated to be taken care of in the event of hospitalisation of the Insured who is the caretaker of a minor child, an elderly or dependent person. ERGO Hestia shall cover the cost of such transport up to PLN 100 per person
Care of domestic animals	a) sudden illness; b) accident	a) care of domestic animals left at the Insured's place of stay, in Poland, up to three days, or b) one-off transportation of domestic animals to the person indicated by the Insured, in Poland, or c) one-off transportation of domestic animals to and from a pet hotel. The service shall be provided if the period of the planned hospitalization of the Insured is longer than 24 hours, and the Insured cannot be helped by members of his/her household in said regard

TYPE OF SERVICE	CIRCUMSTANCES COVERED	SERVICE SCOPE
Delivery of basic food products	a) sudden illness; b) accident	Delivery of basic food and hygiene products to the Insured or his/ her relative, who due to their health condition cannot leave their place of stay nor be helped by members of their household in said regard; the service shall be provided on condition that the Physician's Visit service was used before, and it shall not cover the cost of said items.
Domestic help	a) sudden illness; b) accident	One-off help with cleaning and washing for the Insured or his/her relative, who due to their health condition cannot do the house chores themselves; the service shall be provided on condition that the Physician's Visit service was used before, and it shall not cover the cost of cleaning agents.

4. The total limit of services listed in the table in paragraph 3 shall be 1 service within a period of 12 months in the Basic Option and 5 services within 12 months in the Extended Option.
5. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 22.

§ 19

1. ERGO 7 Assistance Insurance shall not cover:
 - 1) failure of equipment under warranty or for which, under generally applicable law, the vendor is liable;
 - 2) losses resulting from the necessity to replenish consumables, on-going and periodic maintenance, delivery and installation of accessories and lack of necessary resources to operate equipment;
 - 3) costs of services, incurred by the Insured or another person authorized to the benefit on their own, unless such costs have been arranged beforehand with the Emergency Centre.
2. The Home Assistance option shall also not cover:
 - 1) services related to the maintenance of technical equipment, personal belongings, furnishing, fixtures and fittings;
 - 2) losses resulting from disconnection or interruption of the functioning of water and sewer equipment, the repair of which is the obligation of appropriate public utilities or building administrator.
3. Liability of ERGO Hestia under the Medical Assistance option is excluded if the necessity of medical intervention or hospitalization is related to:
 - 1) convalescence which started before the date of conclusion of the insurance contract, or illnesses suffered by the patient before such date and which had not been cured by said date,
 - 2) sudden deterioration of health or complications arising in connection with the treatment of the effects of a chronic disease.

Luggage Insurance

§ 20

1. The Luggage Insurance covers loss, destruction of or damage to luggage all over the world, in the circumstances and scope of events described in the table below. Insurance protection of ERGO Hestia is provided all over the world.

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Direct care of the Insured or their relatives	a) robbery
Entrusting to a professional carrier on the basis of appropriate freight documents	a) theft; b) loss
Handing over against receipt to the left luggage office	

CIRCUMSTANCES IN WHICH THE INSURANCE IS ACTIVE	EVENTS COVERED BY INSURANCE
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of stay of the Insured (excluding tents); b) in a locked boot of a vehicle or locked camper, trailer or cabin on a vessel, provided that the insured object was not visible from the outside c) in a locked glove compartment	a) burglary; b) sudden influence of thermal or chemical agent outside the vehicle; c) fire, explosion, sinking, or sudden action of forces of nature; d) damage caused by contact of the car with persons, animals or objects outside the vehicle; e) vandalism; f) fortuitous events; g) collision of vehicles
a) carriage in a vehicle; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss	a) sudden influence of thermal or chemical agent outside the vehicle; b) fire, explosion, sinking, or sudden action of forces of nature; c) damage caused by contact of the car with persons, animals or objects outside the vehicle; d) vandalism; e) fortuitous events; f) collision of vehicles

2. ERGO Hestia shall not be liable within the scope indicated in § 21 and § 22.

§ 21

The ERGO Hestia Luggage Insurance shall not cover:

- 1) monetary values;
- 2) medications;
- 3) any property which the Insured or his/her relatives have acquired for resale;
- 4) property which is used by the Insured for commercial, service or production activity; ERGO Hestia shall not use the exclusion for any items lent to the Insured by his/her employer, or any other legal person or organizational unit.

General exclusions of ERGO Hestia from liability

§ 22

ERGO Hestia shall not be liable for any losses which:

- 1) were caused intentionally by the Insured or a person with whom the Insured lives in the same household;
- 2) were caused by the Insured due to gross negligence (subject to events described in § 4 item 18), unless the payment of compensation is fair and equitable in these circumstances;
- 3) occurred as a result of a human activity leading to landslides, subsidence, earthquakes, falling trees or masts;
- 4) were caused by systematic (i.e. regular and repetitive) influence of noise, vibration, smoke, temperature, water or other weather conditions;
- 5) resulted from acts of war, martial law, state of emergency, civil commotion, strikes and lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
- 6) resulted from nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields, ionization radiation, influence of biological and chemical weapons, and resulting from chemical or biological contamination;
- 7) were caused by the Insured being under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or medication with a similar effect, unless the Insured's condition had no bearing on the loss;
- 8) were caused to property, into possession of which the Insured or their relatives came as a result of an offence.










II. Sums insured and policy limits

§ 23

1. The sums insured and the policy limits are presented in § 24(1) except Property Insurance against Fire and Fortuitous Events and Property Insurance against Theft where sums insured shall be specified by the Customer pursuant to § 24 and § 25. These sums constitute an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance.
2. In Third-Party Liability in Private Life Insurance, the policy limit constitutes an upper limit of liability of ERGO Hestia for all accidents which will occur in the insurance period and in relation to all aggrieved parties. The policy limit shall be separate for the Insured and all the adult relatives of the Insured, running the household with the Insured, covered against payment of an additional premium.
3. In Tenant Third-Party Liability Insurance, the policy limit constitutes an upper limit of liability of ERGO Hestia for all accidents which will occur in the insurance period and in relation to all aggrieved parties. There shall be one joint policy limit for the tenant and all the adult relatives of the tenant, running the household with the tenant.
4. If ERGO Hestia pays out compensation or covers the equivalent of costs of any services provided, the sum insured or the policy limit will be duly reduced by such amount. After exhausting the sum insured or the policy limit, the insurance contract with regard to each type of insurance shall be terminated as at the date of exhausting the sum insured or the policy limit, as appropriate.
5. With the consent of ERGO Hestia, the Customer may supplement the sum insured or the policy limit by completing a new insurance application and paying an additional premium.

§ 24

1. The applicable sums insured and policy limits are specified in the table below:

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Property Insurance against Fire and Fortuitous Events	The sum insured is defined according to § 25		
 Property Insurance against Theft			
 Third-Party Liability in Private Life Insurance	PLN 200,000	PLN 500,000	PLN 2,000,000
 Personal Accident Insurance	PLN 10,000–500,000	PLN 10,000–500,000	PLN 10,000–500,000
Additional insurance			
 Tenant Third-Party Liability Insurance		PLN 100,000	
 ERGO 7 Assistance Home Assistance Option		PLN 5,000	
 ERGO 7 Assistance SOS Assistance Option		PLN 15,000	
 ERGO 7 Assistance Medical Assistance Option		PLN 5,000	
 Luggage Insurance		PLN 5,000	

2. In Personal Accident Insurance, the sum insured shall be determined individually for each Insured.

§ 25

1. The Customer shall specify the sum insured determined on the basis of:
 - 1) the market value as at the insurance contract date – for antiques, works of art, collections, decorative plants insured as parts of garden architecture;
 - 2) the market value of the apartment;
 - 3) the replacement value – for furnishing, personal belongings, garden architecture;
 - 4) the replacement value – for:
 - a) a house not older than 50 years or in the case of which the roof as well as façades were replaced or underwent major renovation within the last 50 years; in other cases, the Customer should specify the sum insured for the house based on the actual value;
 - b) a summer cottage or outbuilding not older than 30 years or in the case of which the roof as well as façades were replaced or underwent major renovation within the last 30 years; in other cases, the Customer should specify the sum insured for the summer cottage or outbuilding based on the actual value;
 - 5) the replacement value estimated for the last day of the term of the insurance contract – for a house in construction and outbuilding or garden architecture in construction, except for materials, raw materials and semi-finished products used for the execution of construction works; the basis for determining the sum insured is the market value as at the date of concluding the insurance contract.
2. The upper limit of liability of ERGO Hestia for individual types of property is described in § 8.
3. If a part of the house, apartment, summer cottage or house in construction, which is jointly owned by several people (except spouses with joint property) or in which several people hold the co-operative property right, is covered by insurance, the sum insured should be proportional to the amount of the Insured's share in the ownership of the real estate or in the co-operative property right to the real estate, specified in the land and mortgage register kept for it.
4. The sum insured for outbuildings, including outbuildings in construction, shall be determined jointly for all outbuildings, including outbuildings in construction, situated in the insured location, according to the value indicated by the Customer.

III. Obligations of the Customer/the Insured

§ 26

1. The Insured shall:
 - 1) provide ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification, or notify ERGO Hestia immediately about inability to provide such documents;
 - 2) inform the Police immediately about every event which may have occurred as a result of a crime or minor offence (including vandalism) and submit a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) immediately inform the building administrator about any event of flooding the apartment or its appurtenant premises;
 - 4) leave the site where the event occurred untouched until the time of inspection of the scene by ERGO Hestia, unless a change is necessary to safeguard the remaining property or to decrease the extent of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to the ERGO Hestia, it did not start the claim adjustment process within 7 days upon receipt of the notification about the event;

- 5) adhere to ERGO Hestia recommendations and provide it with information and authorizations to the extent necessary for proper claim adjustment.
2. If the aggrieved party initiates legal proceedings against the person who caused the event or the accident and brings a claim for compensation before a court, the Insured is obliged to notify ERGO Hestia immediately.
3. If an event occurs under the Personal Accident Insurance, the Insured shall also:
 - 1) undergo treatment and follow recommendations to mitigate the effects of the accident;
 - 2) undergo examination or clinical monitoring;
 - 3) release the physicians, public and private health care establishments and the Social Insurance Institution (ZUS) from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
4. If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in par. 1, items 1)–2) and in par. 2–3 above, provided that such failure had a bearing on the occurrence or extent of loss, or on it being impossible to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in part or in full, respectively, for the loss resulting from such cause.
5. Throughout the duration of the insurance contract, the Customer has to immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communications prior to conclusion of the insurance contract.
6. In the event that the insurance contract is concluded on behalf of someone else, the Customer undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents for the Customer to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

§ 27

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

IV. Property protection

§ 28

The Insured shall:

- 1) ensure proper protection of the property, including compliance with the provisions concerning its protection, storage and use and other provisions aiming at the prevention of loss;
- 2) comply with applicable provisions concerning fire protection, construction and use of technical devices and performance of technical supervision;
- 3) comply with recommendations and requirements of manufacturers or suppliers of technical devices;
- 4) take care of maintenance of pipes and devices supplying and discharging water, steam or liquids and use appropriate protective measures timely so as to secure these pipes and devices against frost.

§ 29

1. Doors, windows, balcony doors, terrace doors of balcony door design and other exterior openings must be properly mounted, closed and secured as to which makes it impossible to commit theft without burglary. It shall not apply to openings on the storeys above the ground floor, where they cannot be accessed from balconies, roofs, extensions, terraces, stairways and fixed ladders.
2. Exterior doors to the house, apartment, summer cottage, house in construction or outbuilding, including outbuildings in construction, must be locked at least with one of the following safety devices:
 - 1) multi-tumbler lock;
 - 2) certified lock;
 - 3) multipoint lock;
 - 4) two multi-tumbler padlocks;
 - 5) electronic lock – in the case where the insured property is located in a house, apartment or outbuilding in which constant supervision is performed, or in a house, apartment or outbuilding equipped with an active anti-theft signal and alarm system.
3. If a garage is located in the body of the house, summer cottage or house in construction, a multi-tumbler lock or padlock, electric locking system or other security system of burglar-resistance class shall be considered sufficient protection of the garage gate.
4. The entrance to an appurtenant premise is deemed properly secured if the doors are closed with at least one of the following safety devices:
 - 1) multi-tumbler lock;
 - 2) multi-tumbler padlock;
 - 3) electronic lock;
 - 4) another security system of burglar-resistance class.
5. The keys to the locks and padlocks must be in sole possession of the Insured, their relatives and other authorized persons.

§ 30

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 28 and § 29, provided that such failure had a bearing on the occurrence or extent of loss, or on it being impossible to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in part or in full, respectively, for the loss resulting from such cause.

V. Damages or benefits report and determination of the extent and amount of loss

§ 31

1. The Insured is obliged to notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. The Insured may notify ERGO Hestia in a way he/she deems proper:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or

- 4) by calling 801 107 107 or 58 555 5 555.
3. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the compensation or benefit by the relevant amount, only if the breach contributed to extending the scope of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 32

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

Property Insurance

§ 33

1. The extent of loss and amount of compensation shall be determined by ERGO Hestia, within the limits of the sum insured and the limits of liability specified in § 8 for individual subjects of insurance, applying the prices from the date when the loss occurred, on the basis of:
 - 1) receipts (invoices) of contractor together with the cost estimate;
 - 2) calculation of the aggrieved party who has removed or intends to remove the loss with his own resources; or
 - 3) calculation by ERGO Hestia on the basis of publicly available contractor estimators used in property maintenance and repairs, based on guidelines adopted in § 25 for determination of the sum insured, subject to par. 3 below.
2. ERGO Hestia analyses receipts, invoices, calculations and other documents concerning the repair costs, submitted by the Insured, with respect to the scope of works and the amount of costs, based on publicly available contractor estimators used in renovation and repairs, taking into account the average prices of repair services used in the province of the place of occurrence of the loss.
3. If the apartment was totally destroyed, ERGO Hestia shall determine the amount of compensation in accordance with the market value of the apartment as at the date of occurrence of the loss. If the apartment has not been completely destroyed, the amount of compensation shall be determined on the basis of the replacement value of the destroyed property.
4. The extent of loss shall be decreased by ERGO Hestia by the salvage value of the damaged or destroyed property that may be suitable for further use, processing or sale.
5. Compensation shall be established by ERGO Hestia in the amount corresponding to the size of damage within limits of the sum insured. In the case of losing, destruction of or damage to the insured property, the extent of loss and the amount of compensation shall not exceed, depending on the method of determining the sum insured, the replacement, actual or market value of the individual subjects of insurance.

6. In dog or cat insurance, the amount of compensation shall be determined on the basis of documents evidencing incurred costs covered by insurance. In the case of death of an animal, the compensation shall be paid in the amount of the sum insured less compensation previously paid from the dog or cat insurance.
7. The Insured shall make available for ERGO Hestia's review the animal health certificate as well as the dog or cat's pedigree if available.

§ 34

If a house, apartment, summer cottage or house in construction constitutes co-ownership of several persons (except for spouses with joint property) or in which several people hold the co-operative property right, the amount of compensation shall be set by ERGO as a share in loss determined on a pro rata basis to the share of the Insured in the ownership of the entire house, apartment, summer cottage or house in construction or in the co-operative property right to them.

§ 35

While determining the amount of loss, the following is not taken into account by ERGO Hestia:

- 1) scientific, collector's, vintage or memorial value, except for antiques, works of art, collections being the subject of insurance;
- 2) costs resulting from lack of spare parts and materials necessary to restore the condition existing before the loss;
- 3) costs incurred for disinfection of the remainder after loss, removal of soil, water and air contamination and soil rehabilitation.

§ 36

If the Insured recovers lost items upon the payment of compensation, he/she is obliged to immediately return the amount of compensation paid for these items or waive its rights to the recovered items on behalf of ERGO Hestia.

Third-Party Liability in Private Life Insurance and Tenant Third-Party Liability Insurance

§ 37

ERGO Hestia shall pay due compensation to the aggrieved party in accordance with the rules of third party liability of a person covered in Third-Party Liability in Private Life Insurance or Tenant Third-Party Liability Insurance. Upon prior agreement with the Insured or another person covered by the insurance, it is possible:

- 1) for ERGO Hestia to be part of possible proceedings executed before a general court by the side of the Insured;
- 2) to pay – at any time – compensation amounting to the policy limit, which can satisfy claims, releasing ERGO Hestia from the obligation to continue to defend and incur other costs in relation to such proceedings.

Personal Accident Insurance

§ 38

1. ERGO Hestia shall pay the benefit for death only if it occurred within a year from the date of accident.
2. The determination of the causal relationship between the accident and the loss and the type of permanent disablement shall be done based on evidence and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to organ or system, the function of which were damaged before the accident, the disablement degree shall be determined as the difference between the disablement before and after the accident.
4. If the Insured suffers several disablements, ERGO Hestia pays out the benefits for all disablements covered by insurance up to the amount of the sum insured. For damages specified in table 1, Chapter II of the Appendix, ERGO Hestia pays out up to PLN 100,000.
5. ERGO Hestia asks for the opinion of medical consultants for the purposes of determining the type of permanent disablement.
6. Medical treatment and rehabilitation expenses are paid to the Insured or another person who incurred the expenses:
 - 1) if they were incurred within a period no longer than a year from the date of accident;
 - 2) against receipts or invoices;
7. ERGO Hestia shall pay the benefit for the total and permanent incapacity to work if:
 - 1) it occurred within a period not longer than a year from the date of accident;
 - 2) the Insured was, at the date of conclusion of the insurance contract and within 6 months prior to the conclusion of the insurance contract, employed or worked professionally as sole trader in accordance with the provisions of law.
8. ERGO Hestia requests medical consultants for an opinion in order to establish the capacity to work, on the basis of the evidence and medical records, after at least 6 months after the occurrence of the incapacity.
9. If the Insured performs a number of professions which meet the criteria referred to par. 7, item 2), the Insured shall select one profession in respect of which ERGO Hestia is to pay the benefit related to the permanent disability to work.
10. ERGO Hestia determines the amount of benefit for the occurrence of malignant breast cancer or prostate cancer based on the results of the histopathological examination, hospital discharge summaries and other necessary medical documentation.
11. Total payment for occurrence of malignant breast cancer or prostate cancer for all events within the insurance period may not exceed PLN 30,000.
12. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

§ 39

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

- 3) parents – in equal parts;
- 4) other heirs of the deceased – in equal parts.

Luggage Insurance

§ 40

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

VI. Insurance premium

§ 41

1. The amount of the premium shall be determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium depends on:
 - 1) the risk level assessment with the requested scope of insurance;
 - 2) the premium payment method (i.e. whether the premium is paid on a lump-sum basis or by instalments);
 - 3) the insurance period and option;
 - 4) the amount of the sum insured;
 - 5) the history of insurance contracts concluded with ERGO Hestia as regards the insured risks.
3. In the Property Insurance against Fire and Fortuitous Events, the amount of additional premium for the extension of coverage to include flood shall be determined taking into account the period of coverage and the probability of the occurrence of flood in the insured location.
4. In Property Insurance against Theft, the additional premium depends on the region where the insured location is situated and discounts for the anti-theft safeguards.
5. In the Third-Party Liability in Private Life Insurance, the amount of premium also depends on the number of adults covered by insurance persons.
6. In the Personal Accident Insurance, the amount of premium also depends on the age of the Insured, whether he/she practices a high risk sport, practises competitive sports, does a high risk job, as well as on the number of the insured.
7. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract by the parties.

§ 42

If payment is made via a bank transfer or postal order, the payment date is the date when the payment was ordered in the bank or at the post office, provided that, when paying with a bank transfer, there were enough funds on the Customer's account. Otherwise, the date of payment shall be the date of crediting the account of ERGO Hestia with the right amount.

VII. Termination of the contract

§ 43

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer has the right to withdraw from the contract within 30 days of its conclusion. If ERGO Hestia fails to inform the Customer being a consumer about their right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer being a consumer learns about this right.
2. Any Customer who has concluded the insurance contract remotely may withdraw from it within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration of withdrawal is sent before the lapse thereof.
3. Such a withdrawal does not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia.
4. The Customer may file the withdrawal notice:
 - 1) through the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling 801 107 107 or 58 555 5 555; or
 - 5) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.

VIII. Final provisions. Sanctions

§ 44

1. The Customer, the Insured, the assured or the beneficiary under the insurance contract, a person pursuing claims under the provisions of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as persons seeking insurance coverage or insurance guarantee buyers may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5 555;
 - c) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing – during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.

- 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. In the event of it being necessary to extend the time limit for replying to a complaint, the complainant shall be notified of it within 30 days.
 - 5) Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Spokesperson through the online form available at: www.ergohestia.pl.
 - 6) An individual lodging a complaint may apply for the case to be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning the services provided by a multi-agent who acts for or on behalf of ERGO Hestia and other insurers – to the extent not related to insurance coverage.
 - 1) Complaints not related to the insurance coverage provided shall be submitted directly to the agent who provided the insurance distribution services. Complaints shall be examined directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

§ 45

1. Notices and statements of the Customer and ERGO Hestia should be made in writing. At any time, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also:
 - 1) by the Customer:
 - a) through the individual account at: ihestia.ergohestia.pl; or
 - b) through an online form available at: www.ergohestia.pl; or
 - c) through the ERGO Hestia representative; or
 - d) by calling 801 107 107 or 58 555 5 555;
 - 2) by ERGO Hestia:
 - a) through the account at: ihestia.ergohestia.pl; or
 - b) through the ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office and any contact details provided for sending notifications and declarations.

§ 46

1. Insurance contracts are concluded under the Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to the Polish law.
3. A legal action for a claim under an insurance contract may be brought by either party in accordance with the provisions on general jurisdiction or to a court competent for the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought by either party either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. Both parties to the insurance contract may refer any disputes arising therefrom to arbitration.
6. Any and all disputes arising out of the insurance contract between the Customer, the Insured or any other beneficiary under the insurance contract being an individual and the ERGO Hestia may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under

the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.

7. Considering that insurance contracts concluded by ERGO Hestia cannot be used to clear transactions subject to sanctions, prohibitions and restrictions under international or national law ("Sanctions"), including Sanctions imposed by the European Union, the United Nations or the United States of America, ERGO Hestia shall not be considered a provider of insurance coverage or obliged to pay for any benefit or ensure or provide any benefit in connection with insurance coverage to the extent that the provisions of insurance coverage, payment, or ensuring/providing other benefits in connection with the insurance coverage could result in a violation of any of the aforementioned Sanctions, provided that compliance with such Sanctions is not in conflict with any laws applicable to ERGO Hestia.

§ 47

The General Terms and Conditions of Insurance shall enter into force on 26 July 2021 and apply to the insurance contracts concluded from this date onwards.

Piotr Maria Śliwicki



President of the Management Board

Adam Roman



Member of the Management Board

Appendix 1 to the General Terms and Conditions of ERGO 7 Non-Motor Insurance

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

CHAPTER I. Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
Post-traumatic total injury	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Sustained extrapyramidal syndrome significantly limiting functional performance of the body and requiring third-party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/special education	100%
Severe mental disturbances which require constant third party care (dementia-like changes, permanent psychoses, frequent and long-lasting psychiatric hospitalization)	100%
Total loss of vision in two eyes	100%
Total hearing loss in both ears	100%
Total anarthria. Total aphasia with agraphia and alexia, regardless of 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
Post-traumatic partial injury	
Post-traumatic injuries of internal organs	
Heart or pericardium damage	15%
Damage to aorta, cava and the main branches	10%
Damage to stomach	5%
Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver which require a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
Brain concussion	1%
Post-traumatic loss/damage of an organ or body part	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%
Cranium bone loss	6%
Nose in its entirety (including the nasal bones)	30%

CHAPTER I. Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Partial loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%

CHAPTER II.
Events for which ERGO Hestia pays benefits in the amount equal to a percentage of the sum insured. If the sum insured under the insurance contract is more than PLN 100,000, the benefit is paid out as a percentage of PLN 100,000.

Post-traumatic loss/damage of body part or complete muscle rupture	PERCENTAGE OF THE SUM INSURED OR OF PLN 100,000
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V – for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%
Sutured wounds, frostbite or burn	
Cut of face, neck, forearm, and palm	2%
Lacerated wound (e.g. as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
3 rd degree frostbites (excluding face, neck, forearms and palms) for each percentage of the body surface	1%

CHAPTER II.

Events for which ERGO Hestia pays benefits in the amount equal to a percentage of the sum insured. If the sum insured under the insurance contract is more than PLN 100,000, the benefit is paid out as a percentage of PLN 100,000.

PERCENTAGE OF THE SUM INSURED OR OF PLN 100,000

3 rd degree frostbites (including face, neck, forearms and palms) for each percentage of the body surface	2%
3 rd degree burns (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3 rd degree burns (including face, neck, forearms and palms) for each percentage of the body surface	2%
Fracture	
Cranium	4%
Facial skeleton – mandible, maxilla	6%
Jugular bone	3%
Nasal bones – without disfigurement of the nose shape	1%
Nasal bones – with disfigurement of the nose shape, though the operation	3%
Sternum	4%
One rib	1%
Two or more ribs	2%
Pelvis	6%
Caudal bone	2%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	2%
Spinal column	8%
Other fractures	1%
Dislocations	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes II to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
Rotations	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%

CHAPTER II.

Events for which ERGO Hestia pays benefits in the amount equal to a percentage of the sum insured. If the sum insured under the insurance contract is more than PLN 100,000, the benefit is paid out as a percentage of PLN 100,000.

**PERCENTAGE OF THE SUM
INSURED OR OF PLN 100,000**

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

Table 2. Occurrence of breast or prostate cancer

OCCURRENCE OF MALIGNANT BREAST CANCER
**PERCENTAGE OF THE SUM INSURED
PAID OUT BY ERGO HESTIA**

Pre-invasive tumours (together with Paget's disease of the mammary gland) and invasive tumours of less than 2 cm without metastases to regional ancillary lymph nodes: Stage 0 – Tis, N0, M0 Stage I – T1, N0, M0	10%, up to PLN 10,000
Other invasive tumours: Stage IIA: • T0-1, N1, M0 • T2, N0, M0 Stage IIB: • T2, N1, M0 • T3, N0, M0 Stage IIIA: • T0-2, N2, M0 • T3, N1-2, M0 Stage IIIB: • T4, N0-2, M0 Stage IIIC: • T (all), N3, M0 Stage IV: • T (all), N (all), M1	30%, up to PLN 30,000

OCCURRENCE OF MALIGNANT PROSTATE CANCER**PERCENTAGE OF THE SUM INSURED
PAID OUT BY ERGO HESTIA**

T1 (including T1a, T1b and T1c) – tumour non-detectable per rectum and invisible in imaging examinations

10%, up to PLN 10,000

T2 – tumour is within the prostate gland

T3 – tumour infiltrating outside the sheath of the prostate gland

T4 – stiff tumour infiltrating other organs than spermatic follicles (bladder neck, rectum, elevator muscle of anus, pelvic wall)

30%, up to PLN 30,000
