



The highest standard of protection

General Terms and Conditions of My Travel Insurance

Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Nationwide network of advisers.

We provide the expertise of thousands of our Agents throughout Poland.

3

We protect you.

We provide coverage to 1,500,000 individual Customers every day.

4

Confidence of top market players.

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

5

25 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 Ombudsperson.

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

What is the Online Policy – web portal and mobile insurance application?

It is a personal insurance account enabling you to quickly and conveniently perform operations such as accepting and paying for a policy, updating your data, reporting a claim and viewing all of your policies and payments.

What activities can you perform 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 progress of the loss adjustment process.

You can also report a claim by phone at: +48 58 550 7 012.



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.



Report a sale

Report a sale

Settle any signed insurance contract relating to the sale of a vehicle. If you have paid the premium you will receive a refund of the amount paid.



Payments

Pay a premium or add a payment card

You can pay the amount due for one policy or several policies together. You may also add or change the number of a payment card in case of instalment payments.



Print

Download documents in a digital or printable version

Do pobrania dostępne są polisy, OWU oraz dokumenty dotyczące zgłoszonych szkód oraz rozliczeń polis.

How to activate the account?

In order to activate the Online Policy personal account, you should provide your telephone number or e-mail address when signing the insurance contract and agree to receive service-related and commercial information by electronic means. Then:

- go to polisaonline.ergohestia.pl or download the mobile insurance application from Google Play or App Store
- select “Logging in for the first time?”, enter your PESEL (Personal ID No) and accept the terms and conditions
- within a few seconds you will receive a text message or an e-mail with a single-use password

General Terms and Conditions of My Travel Insurance

M-JEHP-01/18

Table of contents

Information table governing the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity	5
I. Types of insurance	10
II. Scope of ERGO Hestia's liability	10
Medical Expenses and Assistance	11
Personal Accident Insurance	14
Third-Party Liability Insurance in Private Life	15
Luggage	16
General exclusions	18
III. Sums insured and policy limits	19
IV. Obligations of the Customer/the Insured	19
Medical Expenses and Assistance, Personal Accident Insurance	20
Luggage	21
V. Loss report and determination of the extent and amount of loss	21
Personal Accident Insurance	22
Luggage	22
VI. Insurance premium	23
VII. Termination of insurance contract	23
VIII. Final provisions	24
Appendix No 1	27

The following table specifies which provisions of the General Terms and Conditions of My Travel 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	§ 3	§ 15, § 19 sections 2–3
Medical Expenses and Assistance	§ 5 sections 1–3, § 6 section 1	§ 5 section 3, § 8
Personal Accidents	§ 9 sections 1–2, § 26 sections 1 and 6	§ 9 sections 1–2, § 10, § 26 sections 3–4, § 27 section 2
Third-Party Liability Insurance in Private Life	§ 11 section 1, § 11 section 3, § 11 section 5	§ 12
Luggage	§ 13 sections 1–2, § 13 sections 4–5	§ 14

§ 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) at the same time.
2. ERGO Hestia 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 801 107 107 or 58 555 55 55;
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 form in the Personal Data Protection section of the website www.ergohestia.pl.
4. The personal data controller shall process personal data for the purpose of concluding and performing the insurance contract, assessing insurance risk, examining submitted complaints, direct marketing of the personal data controller’s own products and services and asserting claims under the concluded insurance contract.
5. In order to determine the amount of the insurance premium, profiling shall be used. Decisions related to profiling shall be taken on the basis of data collected during the process of concluding the insurance contract, the claim data contained in the personal data controller’s databases and, in the case of motor insurance, information obtained through the Insurance Guarantee Fund. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium.
6. In the case of direct marketing of the personal data controller’s own products and services, profiling shall be used to develop a marketing profile which will help to provide offers tailored to the needs of the data subject.
7. The legal basis for the processing of personal data for the purpose of assessing insurance risk shall be their indispensability to concluding and performing the insurance contract. The legal basis for direct marketing of the personal data controller’s own products and services and asserting claims under the concluded insurance contract shall be the legitimate interest of the personal data controller.
8. The processing of personal data for the purpose of examining submitted complaints is necessary in order to perform the personal data controller’s obligations under the applicable provisions of law.
9. Where separate consent is granted for purposes other than those referred to in sections 7-8, it shall form the legal basis for the processing.
10. Personal data may be transmitted: to entities processing personal data at the request of ERGO Hestia and other controllers of personal data, if they have a legitimate interest. Other entities processing personal data at the request of ERGO Hestia include in particular: information technology service providers, data processors for debt recovery purposes, providers of archiving services, entities carrying out claim adjustment procedures or insurance agents participating in such procedures. Where separate consent is granted, personal data may be transferred to other insurance companies for direct marketing of their products and services.
11. ERGO Hestia shall transfer personal data to recipients located in countries outside the European Economic Area, if necessary for the performance of the concluded insurance contract. ERGO Hestia shall ensure that such data are adequately protected. The data subject may request a copy of the data transmitted and information about the location to which they were transferred. The personal data controller or the Data Protection Officer should be contacted in this regard.

12. Data subjects whose personal data are processed by ERGO Hestia shall have the following rights in connection with the processing:
- 1) the right to access their personal data;
 - 2) the right to request rectification, erasure or restriction of the processing of their personal data;
 - 3) the right to object to the processing of their personal data, in so far as they are processed on the basis of the controller's legitimate interest – in particular, this right shall apply in the event of objecting to the processing of data for the purposes of direct marketing of the personal data controller's own products and services as well as profiling;
 - 4) the right to transfer personal data, i.e. to receive personal data from the controller in a structured, commonly used machine-readable format, and the right to send such data to another controller;
 - 5) the right to lodge a complaint with the supervisory authority dealing with the protection of personal data;
 - 6) the right to withdraw consent, without prejudice to the legality of the actions taken before its withdrawal.
13. In order to exercise the rights referred to in section 12, data subjects are requested to contact the personal data controller or the Data Protection Officer.
14. In the event of conclusion of the insurance contract, personal data shall be stored until claims under the contract have become time barred or until the statutory obligation to store the data, in particular the obligation to retain accounting documents relating to the insurance contract, has expired. If an insurance contract has not been concluded, and if separate consent is granted, personal data shall be used for the purposes of marketing the personal data controller's own products and services, unless consent is withdrawn for the processing of data for such purposes.
15. The provision of personal data is necessary for the conclusion and performance of the insurance contract and to assessment of the insurance risk. Failure to provide personal data shall result in the inability to conclude an insurance contract. If separate consent is granted for the processing of data for marketing purposes, the provision of data is voluntary.

§ 2

Terms used in this document shall have the meanings set out in the definitions below and Appendix No 1 to this document:

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
Accompanying person	A person travelling with the Insured or indicated by him or her to accompany the Insured during treatment or transportation
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from the premises (and in the Luggage Insurance also from a car boot, a caravan, 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 and obtained as a result of an offence as well as the destruction of the subject of insurance directly related to the commitment of burglary or attempt at committing a burglary
Chronic disease	A disease condition characterised by slow development and long course, treated continuously or periodically over 12 months before the conclusion of the insurance contract, during which the symptoms may periodically flare up or recede
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g. paintings, sculptures, collectors coins, post stamps
Country of residence	The country, in which the Insured: a) is covered with social or medical insurance (except for stay for the educational purposes); or b) resides continuously (excluding trips lasting no longer than 30 days) for at least a year, and which is the centre of the Insured's personal and professional life

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 of offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	An individual, including sole proprietors and sole traders, concluding the insurance contract (the Policyholder)
Damage to property	In the Third-Party Liability Insurance in Private Life – 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 country	A country which, as at the date of conclusion of the insurance contract, has the “Do not travel” or “Leave immediately” status assigned in the warnings to travellers section on the official website of the Ministry of Foreign Affairs of the Republic of Poland due to threatening acts of terrorism, war activities, martial law or state of emergency
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
Emergency Centre	The organizer providing assistance services on behalf of ERGO Hestia
ERGO Hestia Representative	The Agent acting in favour of ERGO Hestia, a natural person with the help of whom the Agent performs the agency tasks or an employee of ERGO Hestia
Event	a) sudden illness or accident — in Medical Expenses and Assistance Insurance; b) accident — in Personal Accident Insurance; c) loss, destruction or damage — in Luggage Insurance
Fire	Fire that escaped outside of the furnace or arose without the furnace and is capable of spreading around
Fortuitous events	a) rescue operations — actions taken to prevent loss threatening directly or to mitigate its effects, together with ineffective actions, if these measures were appropriate to the circumstances; b) smoke and soot — suspension of particles in being a direct result of: 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to gas 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) 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; j) fire; k) overvoltage caused by lightning; l) surface water flow; m) earthquake; n) lightning; o) vehicle collision; p) falling tree; q) falling mast; r) falling aircraft; s) explosion, including volcanic explosion; t) flooding — the activity of liquids being a result of: 1/ precipitation; 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems; 3/ escape of water from household appliances as a result of their failure; 4/ withdrawal of water or sewage from public sewerage facilities; 5/ taps or other valves in other devices in the water supply, sewage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken or cracked aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building; u) subsidence
Loss	A direct consequence of the event or accident covered by the insurance contract: a) financial detriment — in the Luggage Insurance; b) death, bodily injury, loss of bodily function or financial detriment — in the Medical Expenses and Assistance Insurance, in the Personal Accident Insurance; c) personal injury or damage to property — in the Third-party Liability Insurance in Private Life

TERM	WHAT DOES IT MEAN?
Luggage	Personal effects of the Insured which are taken for a trip, as well as things that are held by the Insured only temporarily, if they were rented or lent for use by the employer, legal entity or other organisational unit, provided that such rental or letting for use was confirmed in writing by the renting or lending entity, such as: a) clothing and other personal effects; b) portable photo and video recording equipment, electronic appliances, watches, as well as musical instruments; c) pushchairs, non-registrable wheelchairs, and medical and rehabilitation equipment. Sports equipment shall not be regarded as luggage within the meaning of this definition
Monetary values	Gold and silver coins that do not constitute means of payment, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash. The following non-utility items are also considered monetary values: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral
Personal injury	In the Third-Party Liability Insurance in Private Life – 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 had not suffered a bodily injury or loss of bodily function
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 of a sport discipline in a registered section, sports club or sports organization in order to achieve maximum results, consisting of regular participation in training, competitions and tournaments
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party, which does not result from a damage to property, personal injury or any infringement of the personal interests, including loss of property
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
Robbery	Seizure of property by 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 in respect of the seized object remaining in direct contact with the Insured
Safe country	A country which, as at the date of conclusion of the insurance contract, has the “Exercise normal precautions” or “Warning against travel” status assigned in the warnings to travellers section on the official website of the Ministry of Foreign Affairs of the Republic of Poland due to threatening acts of terrorism, war activities, martial law or state of emergency, or a country which has no travel warning assigned on the official website of the Ministry of Foreign Affairs of the Republic of Poland
Sudden illness	Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention
Terrorism	Illegal actions organised due to ideological or political reasons, on an individual or group basis, directed against people or objects in order to bring in chaos, to intimidate people and disorganize public life with the use of violence in order to achieve political or social objectives
The Insured	The 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
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia, and in the case of conclusion of the insurance contract in favour of a person other than the Policyholder, the third party shall be also the other Insured who are not relatives of the Insured (aggrieved party)
Travel	Stay of the Insured away from the Republic of Poland or the country of residence. In the case of air or waterways transport, clearing through customs shall be deemed the beginning of travel
Unfortunate Accident	In the Third-Party Liability Insurance in Private Life — death, bodily injury or loss of bodily function as well as destruction of or damage to property
Vehicle	A means of transportation intended to move on the road or a machine or equipment adjusted to this purpose
Work	The performance of work or services for which the Insured receives remuneration or non-paid activity, such as: volunteering, apprenticeships and traineeships
Works of art	Objects of artistic value, such as: a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided that they are made entirely by the artist, as well as the casts of such sculptures and statues, the number of which is limited to 8 copies and the making of them was supervised by the artist or their heirs; b) tapestries and wall textiles made by hand based on original designs provided by artists, provided that their number is limited to 8 items; c) photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts

I. Types of insurance

§ 3

This document describes the terms and conditions of the following types of insurance:

TYPE OF INSURANCE	BASIC OPTION	EXTENDED OPTION
Medical Expenses and Assistance Insurance	✓ sum insured PLN 300,000	✓ sum insured PLN 800,000
Personal Accident Insurance	✓ sum insured PLN 5,000	✓ sum insured PLN 10,000
Third-Party Liability Insurance in Private Life	✓ policy limit PLN 100,000	✓ policy limit PLN 200,000
Luggage Insurance	✓ sum insured PLN 1,000	✓ sum insured PLN 5,000
Territorial scope	Worldwide, except the USA, Canada, China and Japan	Worldwide, except the USA, Canada, China and Japan
Extensions of insurance scope		
Recreational sports	✓	✓
Low-risk work	✓	✓
Terrorism in the territory of a safe country (applicable to the Medical Expenses and Assistance Insurance, and the Personal Accident Insurance)	✓	✓
Terrorism in the territory of a dangerous country (applicable to the Medical Expenses and Assistance Insurance, and the Personal Accident Insurance)	✓ limited to 50% of the sum insured	✓ limited to 50% of the sum insured
Risky sports	-	+
Practising competitive sports	-	+
Chronic diseases	-	+
High-risk work	-	+
Territorial scope – Worldwide	-	+

✓ within the scope of insurance
 – outside the scope of insurance
 + subject to payment of additional premium

II. Scope of ERGO Hestia's liability

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

§ 4

1. ERGO Hestia's liability shall start at the date and time specified in the insurance contract as the commencement of insurance period, provided that the premium or its first instalment is paid before the date specified in the contract.
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.

Medical Expenses and Assistance

§ 5

1. The Medical Expenses and Assistance Insurance covers the benefits specified in § 6 in the event of sudden illness or accident during travel.
2. The Medical Expenses and Assistance Insurance covers the costs and services required to restore the Insured's health to the condition enabling their return or transport to Poland or to the country of permanent residence, or enabling them to continue the scheduled travel.
3. The scope of insurance coverage and limits for each type of service within the insurance period are specified in the insurance contract according to the following options:

OPTIONS	BASIC	EXTENDED
Costs of medical treatment	✓	✓
Assistance	✓	✓
Transport	✓	✓
Rescue	✓	✓
Help in interpretation	✓ PLN 500 limit	✓ PLN 500 limit
Onward travel	✓ PLN 500 limit	✓ PLN 1,000 limit
Substitute driver	✓ PLN 2,000 limit	✓ PLN 2,000 limit
Delay or cancellation of a means of transport	-	✓ PLN 250 limit
Travel interruption	-	✓ PLN 1,000 limit
Coverage of coffin or urn purchase costs	✓ PLN 5000 limit	✓ PLN 5000 limit

✓ within the scope of insurance
- outside the scope of insurance

4. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 15.

§ 6

1. The Medical Expenses insurance includes reimbursement of the following costs:
 - a) hospital and outpatient treatment;
 - b) dental treatment (up to PLN 2,000);
 - c) medical consultations and physician's visits;
 - d) medications, orthopaedic devices and wound dressings prescribed by the physician;
 - e) repair or purchase of glasses and repair of prostheses (up to PLN 2,000).

2. The Assistance Insurance covers the arrangement and coverage of the costs, via the Emergency Centre, of the following services:

TYPE OF SERVICE	SCOPE OF SERVICE
Assistance	<ul style="list-style-type: none"> a) contact and teleconference with a relative – providing information; b) sending necessary personal effects; c) the Insured's stay in a hotel inclusive of meals, when the transport cannot take place immediately upon the end of treatment; d) transport and stay of the accompanying person, if the Insured's health condition confirmed by medical documentation requires his/her presence; e) care of minor children or dependants left without care of an adult during a travel or at the place of residence in Poland, or during a different travel; f) care of domestic animals accompanying the Insured during travel left without care of an adult; g) 24-hour phone information service of the Emergency Centre
Transport	<ul style="list-style-type: none"> a) transport from the scene of the accident to the nearest medical facility or one indicated by the Emergency Centre; b) transport to another medical facility abroad, if the Insured's health condition so requires; c) transport of the Insured to the place of accommodation after the end of treatment; d) return transport to the place of residence, if the Insured's health condition so requires, and the return by the planned means of transport and at the planned time is impossible; e) return transport of minor children or dependants left without care of an adult; f) in the event of the Insured's death – cremation, transport of the body or urn containing the ashes to the country of residence or a funeral abroad – regardless of the reason
Rescue	<ul style="list-style-type: none"> a) search carried out by specialist rescue service; b) on-site medical assistance; c) transport by air or by sea from the scene of event to the nearest medical facility
Help in interpretation	In the situation when due to the lack of knowledge of a foreign language the Insured needs help in contact with a physician or other employee of a medical facility
Onward travel	Transport of the Insured from the place of treatment to the next travel destination, if the Insured's health condition has improved, authorised by the attending physician or the Emergency Centre physician
Substitute driver	<p>Arranging for and covering the costs of hiring a driver in order to enable the Insured and accompanying persons to return to Poland or the country of residence by their car, if the driver's health condition prevents the driver from driving a car, by which he/she previously travelled, and none of the accompanying persons can drive the vehicle.</p> <p>If the Insured returns back by another means of transport, the Emergency Centre shall arrange and cover the costs of bringing the car back to Poland or to the country of residence of the Insured. The costs of arranging the substitute driver include only the costs of hiring the driver and his participation in the journey</p>
Delay or cancellation of a means of transport	In the event of a documented delay of the departure of a plane of licensed airlines, a train, a coach or a ferry, by at least 5 hours during travel or their cancellation, a reimbursement of the necessary and justified expenses (board and accommodation), which have not been covered by the carrier. The Insured is obliged to obtain a written confirmation of the delay of the means of transport by the carrier with indication of the number of delayed hours
Travel interruption	<p>Arrangement and coverage of the costs of return journey of the Insured to Poland or to the country of residence in the event of:</p> <ul style="list-style-type: none"> a) sudden illness or accident the consequences of which pose a threat to the life of a relative, requiring the presence of and constant care provided by the Insured; b) death of the Insured's relative; c) occurrence of a fortuitous event or burglary resulting in a loss at the place of residence of the Insured or the place where the Insured conducts business activity, requiring legal and administrative actions in this regard. <p>The service covers the costs of the change of the flight booking, costs of return journey to Poland or to the country of residence, if the cost of return transport has been guaranteed in the travel participation agreement or ticket booking, where the return transport could not be effected by a planned means of transport, after their approval by the Emergency Centre</p>

§ 7

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

§ 8

1. The Medical Expenses and Assistance and Personal Accident Insurance shall not cover losses arising from:
 - 1) self-inflicted injury or suicide;
 - 2) the Insured driving a vehicle without the licence required under the provisions of law, i.e. the Act of 5 January 2011 on vehicle drivers (Journal of Laws of 2017 item 978, as amended), providing this contributed to the loss sustained;
 - 3) practising extreme sports as a gainful occupation;
 - 4) AIDS or HIV infection;
 - 5) childbirth, unless it occurred before the 32nd week of pregnancy;
 - 6) termination of pregnancy, unless the pregnancy was terminated to rescue life or health of the Insured and it is permitted under the laws of the state where the procedure was performed;
 - 7) the Insured's participation in competitions of any motor vehicles, including any type of test drives;
 - 8) failure to comply with recommendations of the attending physician responsible for treatment in Poland, the country of residence or during travel, or of the Emergency Centre;
 - 9) treatment carried out by a physician who is a family member of the Insured;
 - 10) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as part of immediate, necessary medical assistance;
 - 11) committing or an attempt to commit an offence by the Insured;

12) the Insured being under the influence of psychotropic substances not prescribed by a physician or used contrary to the physician's recommendations – unless it had no influence on the occurrence of loss.

2. Moreover, ERGO Hestia shall not be liable:

- 1) if there were medical contraindications on account of the health condition of the Insured to travel abroad or if before the travel there was a need to carry out a surgical procedure or to undergo hospital treatment, about which the Insured was informed by a physician;
- 2) if the reason for the travel was treatment or continuation of treatment started before the travel.

Personal Accident Insurance

§ 9

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

OPTIONS	BASIC	EXTENDED
Personal accident benefit		
Death of the Insured	✓ 100% of the sum insured	✓ 100% of the sum insured
Permanent disablement	✓	✓
100% disablement	✓ 200% of the sum insured	✓ 200% of the sum insured

✓ within the scope of insurance

2. The events covered by insurance and the scope of benefits are specified in the table below:

EVENT	BENEFIT
Permanent disablement	Amount of benefit for each percentage of permanent disablement
up to 20%	1% of the sum insured
21–50%	1.5% of the sum insured
51–99%	2% of the sum insured
100%	Payment of benefit in the amount of 200% of the sum insured
Death of the Insured	Payment of benefit in the amount of 100% of the sum insured

3. ERGO Hestia shall not be liable within the scope indicated in § 8, § 10 and § 15.

§ 10

Personal Accident Insurance shall not cover:

- 1) damage to intervertebral discs and its consequences;
- 2) death and disablements being the consequence of improper treatment or improperly performed surgical procedures, with the exception of the treatment or the procedures that were the consequence of an accident covered by insurance;
- 3) results of accidents arising out of or in connection with any illness, if it had an influence on the occurrence of loss;
- 4) infections, except for the Insured's infection caused by a micro-organism as a result of injuries suffered in a personal accident covered by the insurance;

Third-Party Liability Insurance in Private Life

§ 11

1. The Third-Party Liability Insurance in Private Life insurance shall cover the Insured's third party liability for damage to property or for bodily injury caused to third parties in the course of activities of private life during travel, being the consequence of accidents that took place during the insurance period.
2. The insurance contract covers losses and damage to property or personal injuries occurring as a result of the accident, which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties subject to the statutory periods of limitation, 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 aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
3. The scope of insurance contract is specified in the insurance contract according to the following options:

OPTIONS	BASIC	EXTENDED
Persons covered by insurance		
The Insured	✓	✓
Minor children of the Insured	✓	✓
Scope of insurance (private life activities)		
Damage to property or personal injuries caused in relation to the use or possession of house or apartment (including rented house and apartment)	✓	✓
Losses or damage to property or personal injuries resulting from flooding not attributable to the Insured (including to a rented house or apartment)	✓	✓
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	✓	✓
Damage to property or personal injuries caused in relation to care of minor children	✓	✓
Damage to property or personal injuries resulting from practising recreational sports, using sailing equipment	✓	✓
Damage to property or personal injuries occurring in relation to possession of domestic animals (also being under the care of the Insured)	✓	✓
Other damage to property or personal injuries caused to third parties in connection with private life activities	✓	✓
Policy limit	PLN 100,000	PLN 200,000

✓ within the scope of insurance

4. ERGO Hestia shall not be liable within the scope indicated in §12 and §15.
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) necessary actions taken by the Insured after an accident in order to reduce the extent of loss.

§ 12

1. Third-Party Liability Insurance in Private Life shall not cover losses or damage:
 - 1) for which the Insured is responsible, as he/she has contractually assumed liability of a third party, or expanded the scope of his/her liability under generally applicable provisions of law;
 - 2) caused to relatives of the persons covered by insurance;
 - 3) involving the occurrence of pure financial losses;
 - 4) occurring in monetary values, documents, manuscripts, plans, archives, stamps, archive collections, coin collections, antiques, works of art and collections;
 - 5) arising from the possession or use of motor vehicles, aircraft, vessels or flying equipment;
 - 6) covered by compulsory third-party liability insurance;
 - 7) 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;
 - 8) resulting from the provided guaranty or warranty for defects and non-compliance of the goods with the contract;
 - 9) arising due to slow, systematic (i.e. regular and repetitive) impact of polluting substances;
 - 10) 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.
 - 11) resulting from conducting business activity or practising a profession;
2. Insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

Luggage

§ 13

1. The Luggage Insurance covers loss, damage to or destruction of luggage during travel, in the circumstances and scope of events described in table in section 2.
2. The circumstances covered by insurance and the causes of events are specified in the table below:

CIRCUMSTANCES COVERED	EVENTS COVERED BY INSURANCE
Direct care of the Insured	a) robbery
Loss of possibility to take direct care by the Insured or the accompanying person as a result of accident or sudden illness	a) theft; b) losing; c) damage
Entrusting to a professional carrier on the basis of appropriate freight documents	a) losing; b) burglary
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 accommodation of the Insured (excluding tents); b) in a locked boot of a motor vehicle or locked trailer or cabin on a vessel, provided that it was not visible from the outside	a) burglary; b) fortuitous events
Transporting: a) in a motor 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, including damage to external cargo carriers	a) collision of vehicles; b) damage caused by the sudden pressure of mechanical force at the time of contact of the vehicle with people, animals or objects outside the vehicle; c) sudden influence of thermal or chemical agent from the outside of the vehicle; d) fortuitous events

3. ERGO Hestia shall not be liable within the scope indicated in § 14 and § 15.
4. The scope of additional insurance coverage is specified in the insurance contract according to the following options:

OPTIONS	BASIC	EXTENDED
Delayed luggage delivery	✓ up to PLN 500	✓ up to PLN 500
Help in case of loss of means of payment	✓	✓
Help in case of loss of documents	✓	✓
Sending of personal effects	✓	✓

✓ within the scope of insurance

5. Additionally, the Emergency Centre arranges assistance in case of the following events:

TYPE OF SERVICE	SCOPE OF SERVICE
Delayed luggage delivery	In the case of a documented delay of in the delivery of luggage to the Insured's place of stay, exceeding 5 hours and attributable to the licensed carrier – coverage of the expenses incurred for the purchase of essentials (hygiene products, clothes, shoes) required for travelling in a given geographical latitude
Loss of means of payment	In the case of loss, damage to or destruction of means of payment held by the Insured during travel – arranging assistance in contacting the Insured's Bank or relatives, who may provide the Insured with means of payment for further travel
Loss of documents	In the case of loss, damage to or destruction of documents held by the Insured and required for travelling the Emergency Centre shall provide information about steps to be taken to receive replacement documents
Sending necessary personal effects	Arranging and coverage of the costs of sending the personal effects required in order to continue the travel by the Insured, lost, damaged or destroyed as a result of events mentioned in section 2.

§ 14

1. The Luggage Insurance shall not cover:
 - 1) losses consisting only in damage to or destruction of luggage containers, except for losses in external cargo carriers;
 - 2) any damage or destruction being a consequence of events caused by a relative of the Insured.
2. ERGO Hestia shall not be held liable for losses caused as a result of robbery the occurrence of which was not immediately reported by the Insured to the police in the country where the event occurred, or to the carrier, unless for reasons beyond the control of the Insured it was impossible to fulfil this obligation; in such a case, the Insured is obliged to report the event immediately after the termination of the obstacles preventing it.
3. The insurance shall not cover:
 - 1) monetary values and cash;
 - 2) antiques, works of art, collections;
 - 3) jewellery;
 - 4) medications;
 - 5) property acquired for resale;
 - 6) property used for the purposes of commercial, service or production activity, apart from property purchased by the Insured who is a sole trader, and property lent to the Insured by their employer;

- 7) goods and items the number or range of which indicate their commercial designation;
 - 8) sports equipment.
4. Delay in delivery of luggage in the territory of Poland shall not be covered by insurance.

General exclusions

§ 15

1. ERGO Hestia shall not be liable for injury, loss or damage:
 - 1) for losses caused intentionally by the Insured or a person with whom the Insured lives in the same household;
 - 2) for losses caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances;
 - 3) resulting from the Insured's direct participation in planning, conducting, organising or supervising acts of war, riots, civil commotion, civil unrest, strikes and lockouts, as well as acts of terrorism and sabotage;
 - 4) resulting from martial law or a state of emergency, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 5) resulting 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;
 - 6) occurring as a result of landslides, subsidence, earthquakes – as a result of human activities;
 - 7) occurring as a result of slow, systematic (i.e. regular and repetitive) influence of noise, vibration, smoke, temperature, water or weather conditions;
 - 8) to property, into possession of which the Insured or their relatives came as a result of an offence;
 - 9) caused by the Insured as a result of committing or an attempt to commit an offence, stated by a legally binding court decision;
 - 10) caused by the Insured under the influence of drugs or other intoxicants or medication with a similar effect, unless the Insured's condition had no influence on the loss.
 - 11) arising as a consequence of losses caused by or arising from practising sports which are not listed in Appendix No 1 to the General Terms and Conditions of Insurance and from practising dangerous professions.
2. Exclusions of losses caused by acts of terrorism, unexpected war, war activities, martial law, state of emergency, riots, hostilities, civil unrest, strikes, lockouts and events specified in section 1 items 1) and 2) shall not apply to the Medical Costs and Assistance Insurance and to the Personal Accident Insurance.
3. Exclusions of losses caused due to gross negligence and referred to in section 1 items 6) and 7) shall not apply to the Third-Party Liability Insurance in Private Life Insurance.
4. If the scope of insurance has not been extended against payment of an additional premium, ERGO Hestia shall not be liable for losses resulting from:
 - 1) practising risky sports;
 - 2) competitive practising of recreational and risky sports;
 - 3) performing high-risk work;
 - 4) chronic diseases;
 - 5) events occurring in the territory of the USA, Canada, China and Japan.

III. Sums insured and policy limits

§ 16

1. The sum insured or the policy limit shall be determined by specific insurance options. 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 (in Third-Party Liability Insurance in Private Life for all accidents which will occur in the insurance period and in relation to all aggrieved parties).
2. The sum insured or the policy limit shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia, except for the costs of transport services in the Medical Expenses and Assistance Insurance. 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.

§ 17

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

TYPE OF INSURANCE	BASIC OPTION	EXTENDED OPTION
Medical Expenses and Assistance Insurance	PLN 300,000	PLN 800,000
Personal Accident Insurance	PLN 5,000	PLN 10,000
Third-Party Liability Insurance in Private Life	PLN 100,000	PLN 200,000
Luggage Insurance	PLN 1,000	PLN 5,000

IV. Obligations of the Customer/the Insured

§ 18

1. The obligations of the Insured comprise:
 - 1) providing ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification or notifying ERGO Hestia immediately about inability to provide such documents;
 - 2) immediately informing the Police about every event which could occur as a result of a an offence or minor offence and submitting a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) adherence to ERGO Hestia recommendations and providing information and authorizations to the extent necessary for proper claim adjustment.
2. Furthermore, in the Third-Party Liability Insurance in Private Life the obligations of the Insured comprise:
 - 1) immediately informing the building administrator about any event of flooding of dwellings or appurtenant premises;
 - 2) leaving the site where the accident occurred untouched until the representative of ERGO Hestia arrives, unless it is necessary to safeguard the remainder property or decrease the amount 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 accident.

3. If criminal proceedings were initiated against the person who caused the event, or if the aggrieved party pursues claims for compensation in court, the Insured is obliged to notify ERGO Hestia immediately.
4. 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 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 General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

§ 19

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 18 sections 1 and 2, § 21 and § 22, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of the loss, determination of causes of the event, its circumstances and the amount of compensation and has a causal relationship with the resulting loss.

§ 20

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.

Medical Expenses and Assistance, Personal Accident Insurance

§ 21

1. In the Medical Expenses and Assistance Insurance and the Personal Accident Insurance, if an event occurs, the Insured is also required to:
 - 1) undergo treatment and follow recommendations in order to mitigate the effects of a sudden illness or an accident;
 - 2) undergo examination carried out by physicians or undergo possible clinical monitoring;
 - 3) make available the list of medical facilities whose services the Insured used during the last 24 months before concluding the insurance contract;
 - 4) release the physicians, public and private health care establishments and the Social Insurance Institution (ZUS) (to the extent necessary to investigate the claim) from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment;
2. The Insured is obliged to inform ERGO Hestia before commencing treatment of the costs of treatment exceeding PLN 2,000 (gross) and to provide ERGO Hestia with documents to support the review of the request for the reimbursement of the treatment costs, including:
 - 1) certificate or medical diagnosis and other documents indicating reasons for and the extent of medical assistance;
 - 2) receipts and proofs of payment.

Luggage

§ 22

Moreover, in the Luggage Insurance the Insured is obliged to:

- 1) immediately report to the police unit in the country where the event occurred any damage caused as a result of an offence or a minor offence by submitting a list of lost or damaged items with their values, and to obtain a written confirmation of reporting the loss or damage;
- 2) immediately report any loss or damage to luggage entrusted for carriage or storage to a relevant carrier, storage service or other entities responsible for the entrusted luggage or sports equipment and obtain a written confirmation of reporting the damage;
- 3) in the case of a luggage delay, report this fact to the carrier and obtain a document from him confirming the delay and the time of delivery by the carrier of the luggage to the destination or the place of stay of the Insured.

V. Loss report and determination of the extent and amount of loss

§ 23

1. The Insured is obliged to notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. Notification may be made:
 - 1) through the Online Policy personal account at polisaonline.ergohestia.pl; or
 - 2) through the mobile insurance application; or
 - 3) by calling: +48 58 550 7 012; or
 - 4) by email at podroze@ergohestia.pl; or
 - 5) through the ERGO Hestia representative.
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 increasing the extent of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 24

1. ERGO Hestia shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to its own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation or benefit to be granted, the settlement reached with the eligible person or the valid decision of the court, within 30 days following the date when it was notified of the event or accident.
2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia pays the indisputable part of compensation or benefit within 30 days.
3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.
4. The person entitled under the insurance contract shall be required to prove the validity of the reported claim.

§ 25

If the amount of the claim has been denominated in a foreign currency, and the compensation or benefit has to be paid in the Polish currency, the nominal value of the foreign currency shall be 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.

Personal Accident Insurance

§ 26

1. In the Personal Accident Insurance ERGO Hestia shall pay the benefit for death, only if it occurred within a year from the date of accident.
2. The determination of causal relationship between the accident and the loss, and the type and degree of permanent disablement shall be done based on proofs and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to an organ or system, the functions of which were impaired before the accident, the permanent disablement degree shall be determined as the difference between the disablement before and after the accident, taking into account the losses that occurred within one year from the date of 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.
5. ERGO Hestia asks for the opinion of medical consultants so as to determine the degree of permanent disablement.
6. 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.

§ 27

1. The benefits shall be paid to the Insured, subject to section 2.
2. 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.
3. If by the time of death of the Insured, the Insured failed to designate the beneficiary entitled to receive the benefit, the benefit shall be granted to family members of the deceased in the following order:
 - 1) to the spouse — in full;
 - 2) children — in equal parts;
 - 3) parents — in equal parts;
 - 4) The other heirs of the deceased in equal shares,

Luggage

§ 28

In the Luggage Insurance the amount of compensation is determined taking into account the arithmetic means of prices applicable in the territory of Poland as at the date of the occurrence of loss for:

- a) loss of luggage — as per the costs of purchase or production of a new item of the same or comparable kind, the same or comparable brand, type and class;

- b) damage to luggage — as per the costs of repair or if the repair is impossible, as per the costs of purchase or production of a new item of the same or comparable kind, the same or comparable brand, type and class.

VI. Insurance premium

§ 29

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 insurance period and option;
 - 3) selected extension of coverage.

§ 30

If payment is made via 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 via a bank transfer, there were enough funds on the Customer's account; otherwise the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.

VII. Termination of insurance contract

§ 31

1. If the insurance contract was concluded for A period exceeding 6 months, the Customer has the right to withdraw from the contract within 7 days of its conclusion; however, if the Customer is a consumer, this time limit shall be 30 days. 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. A consumer who concluded an insurance contract by remote means may withdraw from the contract 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. The right of withdrawal shall not be granted to the consumer in the case of insurance contracts relating to travel and luggage or other similar contracts if they have been concluded for a period of less than 30 days, in accordance with Article 40 section 6 item 3 of the Act of 30 May 2014 on Consumer Rights.
3. Such a withdrawal shall not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia. The premium payable shall be calculated as the product of the number days in which ERGO Hestia provided coverage and the amount resulting from dividing the premium by the number of days of the coverage period specified in the insurance contract.
4. The Customer may file the withdrawal notice:
 - 1) by using the Online Policy personal account at polisaonline.ergohestia.pl; or
 - 2) through the mobile insurance application; or

- 3) through an online form available at: www.ergohestia.pl; or
- 4) through the ERGO Hestia representative; or
- 5) by calling: 801 107 107 or 58 555 5 555; or
- 6) in writing — to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;

VIII. Final provisions

§ 32

The insurance contract shall be concluded on a named-insured basis, understood as an insurance contract for a least one Insured, whereby each Insured has the same scope of insurance coverage.

§ 33a (provision valid until 30 September 2018)

1. The Customer, the Insured or the beneficiary under the insurance contract who is an individual may raise objections as to the services provided by ERGO Hestia (a complaint):
 - 1) through the individual account at: ihestia.ergohestia.pl;
 - 2) through an online form available at: www.ergohestia.pl;
 - 3) by calling 801 107 107 or 58 555 5 555;
 - 4) in writing — to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - 5) verbally or in writing — during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.
2. Complaints shall be processed by an organisational unit established by the Management Board of ERGO Hestia.
3. The person lodging a complaint shall receive a reply within 30 days from submitting the complaint, 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.
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. The beneficiary under the insurance contract who is an individual may refer the matter to be examined by the Financial Ombudsman.

§ 33b (provision valid from 1 October 2018)

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 providers 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 S.A.
- 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 handled 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.

§ 34

1. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of the address of place of residence or registered office.
3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also:
 - 1) by the Customer:
 - a) through the Online Policy personal account at polisaonline.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) via ERGO Hestia:
 - a) by using the contact option through the Online Policy personal account at polisaonline.ergohestia.pl; or
 - b) through the ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
4. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer, along with the information about their address and telephone number.

§ 35

1. Insurance contracts are concluded under the Polish law.
2. Disputes arising out of the insurance contract shall be resolved according to the Polish law.
3. A legal action for a claim under an insurance contract may be brought 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 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. 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 insurance company 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 provision of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.
6. Appendix 1 shall constitute an integral part of this document.

§ 36

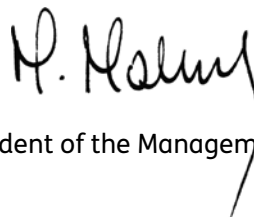
The General Terms and Conditions of Insurance shall enter into force on 25 June 2018 and shall apply to insurance contracts concluded from that date.

Piotr Maria Śliwicki



President of the Management Board

Małgorzata Makulska



Vice-President of the Management Board

Appendix No 1 to the General Terms and Conditions of My Travel Insurance

1. Sports

RECREATIONAL SPORTS		RISKY SPORTS subject to an additional premium in Extended Option
A	Aerobics	artistic gymnastics
B	angling	asphalt surfing
C	archery	BMX
D	athletics	body-building
	Badminton	Canoeing
	Baseball	classic triathlon
	basketball	climbing on designated routes (without the need to use specialized equipment) up to 5300 m above sea level
	Biathlon	diving
	billiard/snooker	diving up to 30 m
	blade cross	dog sledding
	boules	
	bowling	
	box aerobics	
	bridge	
	chess	
	classic marathon	
	cricket	
	cycling (including bicycle riding)	
	dancing	
	darts	
E	fencing	expeditions to jungle, bush, desert, glacial or snow zones, poles
F	figure skating	grass boarding
G	fitness	
	floorball	
	football	
	frisbee	
	fun ball	
	golf	
	gymnastics	
H	handball	hockey on ice
	hockey on grass	hockey on roller-blades
		horse riding
I	inland sailing	-
J	jet-skiing	
K	kyudo	Kite-surfing
L	-	lacrosse
		landkiting
		luge
M	motor sports (antique car rallying)	martial arts
		motor yachts
		mountain biking
N	nordic walking	-
O		
P	pole dance	paintball
Q	qigong	parasailing
		polo

RECREATIONAL SPORTS		RISKY SPORTS subject to an additional premium in Extended Option
R	roller skating	riverboarding (in the territory of Europe)
S	rowing	(non-high sea) sailing from 12 to 100 nautical miles off shore
	sailing up to 12 nautical miles off the coast	sandboarding
	shooting	sanding
	ski runs	skateboarding
	snorkelling	skeleton
	snow golf	ski bike
	speed skating	skijoring
	squash	snow scooters
	SUP	snowboard on designated routes
	surfing	snowboard on designated routes
	swimming	
T	table tennis (ping pong)	track cycling
U	tae-bo	trekking up to 5300m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska
	Tai Chi	trikke skki
	taiko	
	tambeach	
	technogym	
	tennis	
	trampofail	
	trampoline jumping	
	truck running (including jogging)	
V	volleyball	wrestling
W	wakeboarding	
	walking, walks up to 2,500 m above sea level	
	water ball	
	water skiing	
	windsurfing	
X	yoga	-
YZ		

2. Work

LOW-RISK WORK within the coverage	HIGH-RISK WORK subject to the payment of an additional premium	DANGEROUS COVERAGE excluded from the coverage
Mental effort, medical personnel, teachers and lecturers, people working in cultural and education establishments, as well as in handicraft or catering and the hotel industry, participation in conferences and theoretical trainings, care of children and seniors, domestic stuff, modelling	Professions involving manual labour, 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 the activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids;	Work in the armed forces (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 on the construction of scaffolding, underwater works, fishing, work on a ship, in mining industry (workers employed on platforms, mining); as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service employee, cash transport guard, flight attendant

