



All about Driver and Passenger Accident Insurance



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

Driver and Passenger Accident Insurance

ERGO
HESTIA®

Document containing information on the insurance product


Enterprise: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland







Product: Driver and Passenger Accident Insurance

Full details are given in the **General Terms and Conditions of Driver and Passenger Accident Insurance** dated 8 October 2023 (code: AB-NNWK-01/23). The terms used here shall have the meaning specified in the aforementioned GTCI.

What kind of insurance is this?

Accident insurance for the driver and passengers of a vehicle(s) (Group 1 accident insurance from Section II of the Appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).

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|  | <p>What is the subject of insurance?</p> <ul style="list-style-type: none"> ✓ The insurance covers the consequences of accidents to the vehicle driver and passengers named in the insurance agreement, arising from the use of that vehicle. ✓ The insurance covers the payment of benefits in the case of death as a result of an accident, in the case of permanent health impairment as a result of an accident, in the case of 100% health impairment and in the case of partial health impairment. ✓ The insurance shall cover the reimbursement of costs of purchase of medical aids, prostheses and other orthopaedic appliances incurred in the territory of Poland, as well as the reimbursement of costs of dental reconstruction, and reimbursement of documented medical treatment costs if they were necessary from the medical point of view and incurred in the territory of Poland. ✓ The insurance shall cover a daily allowance for documented temporary total inability to work or study. ✓ The sum insured is determined by the Policyholder between PLN 5,000 and PLN 30,000. |  | <p>What is not covered by the insurance?</p> <ul style="list-style-type: none"> ✗ The driver and passenger accident insurance does not cover accidents suffered by the persons covered as a result of or in connection with any illness, as long as this had an impact on the loss. ✗ Non-pecuniary damages for harm caused by physical or mental pain and suffering are not covered. ✗ The Insurer does not reimburse the cost of purchase of implants and implantation. |
|  | | | <p>What are limitations on insurance coverage?</p> <ul style="list-style-type: none"> ! Benefits are paid in the event of death as a result of an accident if it occurred within two years from the date of the accident – 100% of the sum insured specified in the insurance agreement in the event of 100% impairment – a percentage of the sum insured corresponding to the percentage of permanent health impairment. ! The daily allowance shall be paid from the 10th day after the accident of documented temporary total inability to work or study, and if the inability to work or study lasted continuously for at least 30 days, from the first day after the accident of documented temporary total inability to work or study. ! The reimbursement of proven medical expenses if they were necessary from the medical point of view and were incurred in the territory of Poland, not later than within two years from the date of the accident. ! The reimbursement of costs of purchase of medical aids, prostheses and other orthopaedic appliances, as well as costs of dental reconstruction of teeth, provided that they were incurred not later than within two years from the date of the accident – up to 20% of the sum insured, but not more than PLN 2,000. ! The reimbursement of the costs of dental reconstruction may not exceed the amount of PLN 200 for each tooth. ! The sum of benefits paid to all injured persons travelling in the vehicle with more passengers than stated in the registration certificate cannot exceed the product of the number of seats and the sum insured specified in the insurance agreement. <p>The driver and passenger accident insurance shall be limited in the scope of harm suffered by the persons covered:</p> <ul style="list-style-type: none"> ! caused intentionally by the driver of the vehicle; ! caused by the driver of the vehicle who, at the time of the accident or arrival at the scene of the accident, was in a state of intoxication, under the influence of alcohol, drugs or any other similarly acting substance, unless it had no effect on the occurrence of the loss, and also when the driver of the vehicle has left the scene of the accident, if the driver was the owner of the vehicle or a person with whom the owner of the vehicle lives in the same household or any other person authorised to use the vehicle, unless this had no effect on determination of the circumstances or amount of the loss; ! caused by a person driving a motor vehicle without the required driving licence, as well as by a person with whom the owner of the vehicle lives in the same household or any other person authorised to use the vehicle, unless this had no effect on the occurrence of the loss; ! arising in connection with committing or attempting to commit a criminal offence by the driver of the vehicle; ! arising during rallies, races, shows, competitions or other sports events with the participation of the vehicle covered by the insurance agreement; |

| | | | |
|---|---|---|---|
| | |  | <ul style="list-style-type: none"> ! arising from acts of war, martial law, state of emergency, riots, civil commotion, civil unrest, strikes, lock-outs and acts of terrorism and sabotage, as well as confiscation, nationalisation, detention or requisition of property by the authorities; ! caused by nuclear energy, radioactive contamination, laser and maser rays, and magnetic and electromagnetic fields; ! caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series. |
|  | <p>Where is the insurance valid?</p> <p>✓ Driver and passenger accident insurance applies worldwide.</p> | | |
|  | <p>What are the obligations of the Insured?</p> <ul style="list-style-type: none"> – The Insured being the Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the proposal form or prior to the conclusion of the agreement in other letters; if the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded on their behalf. <p>During the term of the insurance agreement, the Insured:</p> <ul style="list-style-type: none"> – being the Policyholder is obliged to pay the premium; – being the Policyholder is obliged to notify changes in circumstances as soon as they become aware of them. <p>If a claim is presented/submitted, the Insured is obliged to:</p> <ul style="list-style-type: none"> – notify the Insurer about the event immediately after its occurrence or after receiving information about it; – provide the Insurer with the documents necessary to consider the claim for compensation or a benefit; – identify, if possible, other participants in the event and witnesses, as well as notify the police of any incident that may have arisen as a result of a crime or misdemeanour, and file a request for prosecution of those liable for the loss; – comply with the Insurer's instructions and provide information and powers of attorney to the extent necessary for the proper loss adjustment. | | |
|  | <p>How and when should premiums be paid?</p> <p>The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on what is agreed between the parties to the insurance agreement, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an insurance intermediary.</p> | | |
|  | <p>When does the insurance coverage start and end?</p> <p>The insurance agreement is concluded for 12 months. The liability of the Insurer shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment. The insurance cover ends at the end of the period for which it was concluded.</p> | | |
|  | <p>How can the agreement be terminated?</p> <p>If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder may withdraw from the agreement within 30 days from its conclusion, and in case the Policyholder is an entrepreneur within 7 days from the conclusion of the agreement. The Policyholder who concluded a remote agreement shall have the right to withdraw from the agreement within 30 days from being notified about the conclusion of the insurance agreement or from the date of the confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, provided that it is a later date. The Policyholder may terminate the agreement at any time with immediate effect.</p> | | |

Why ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable you to customise your insurance coverage.

2

A nationwide network of advisors.

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

3

We protect you.

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

4

Trusted by the largest market players.

We protect companies that are key to the Polish economy.

5

25 years of experience.

We anticipate situations that may occur to our Clients.

6

Top quality of loss adjustment.

Our loss adjustment procedures are transparent.

7

Open dialogue with our Clients.

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

8

Complaint management.

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

9

ERGO Hestia Customer Ombudsman.

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



General Terms and Condition of Driver and Passenger Accident Insurance

AB-NNWK-01/23

Table of Contents

| | |
|---|----|
| Information table regulating the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity | 3 |
| General Provisions | 4 |
| Definitions | 7 |
| Subject and scope of insurance | 8 |
| Types of benefits | 9 |
| Concluding the insurance agreement | 10 |
| Conclusion of insurance agreement for account of a third party | 10 |
| Sum insured | 11 |
| Method of determining and paying the insurance premium | 11 |
| Period of insurance and duration of liability of ERGO Hestia | 12 |
| Obligations of the Policyholder and the Insured | 12 |
| Accident procedure | 13 |
| Establishing the amount of a benefit | 14 |
| Persons eligible for a benefit | 15 |
| Payment of compensation or a benefit | 15 |
| Termination of the insurance agreement | 16 |
| Final provisions | 17 |

The following table indicates which of the provisions contained in these General Terms and Conditions of Driver and Passenger Accidents regulate the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities

| Name of the insurance | Number of the model's editing unit | |
|--|--|--|
| | Reasons for the payment of compensation and other benefits or the surrender value of insurance | Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits |
| Consequences of Driver and Passenger Accidents | § 4, § 5, § 6, § 8(1), § 8(4), § 21(3), § 23(1-2), § 25, § 30(2). | § 7, § 8(1-2), § 11, § 12, § 18(3), § 19(3), § 20(6), § 21(4), § 22, § 23(3), § 24(2-3), § 29. |

General Provisions

§ 1

1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, 81-731 Sopot, ul. Hestii 1, KRS No. 0000024812, 8th Commercial Department of the Gdańsk-Północ District Court in Gdańsk, NIP (Tax ID) 585-000-16-90, with a share capital of PLN 196,580,900, fully paid-up, hereinafter referred to as “ERGO Hestia”, within the scope of its business, concludes insurance agreements covering driver and passenger accidents with natural persons, legal persons and organisational entities which are not legal persons and which are granted legal capacity by law, (hereinafter referred to as: “Policyholder”).
2. ERGO Hestia shall not be liable for the consequences of not being informed of circumstances that were expected to be specified in the application for the insurance agreement, or in other documents prior to concluding the insurance agreement, or the consequences of indicating incorrect circumstances.
3. Prior to concluding the insurance agreement, the Policyholder should thoroughly read the General Terms and Conditions of Insurance.
4. Please note that the definitions of terms used can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law.
5. ERGO Hestia has the status of a large entrepreneur as defined in the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions.

§ 2

1. Who is the controller of your personal data?

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

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

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

2. Who is the Personal Data Officer?

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

Contact details of the Data Protection Officer

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

Email address: iod@ergohestia.pl

3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

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

- 2) **assessment of insurance risk by automated means, including profiling** – in the case of concluding an insurance agreement in the direct model, i.e. online, and in the case of automatic third party liability insurance policy renewal for the purpose of risk assessment, we will use profiling to determine the insurance premium.

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

In order to determine your insurance premium if you conclude an insurance agreement via the Yanosik app, profiling is used and automatic decisions are made, related to the assessment of your driving safety. Decisions will be made on the basis of an assessment of your driving style, monitored via the designated app. For example, the more losses you have on your insurance record, or the higher the driving dynamics of the person whose data are being processed, the higher is the insurance risk, and therefore the higher may be the insurance premium.

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

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

Legal grounds for data processing:

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

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

Your personal data may be transferred to:

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

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

Transfer of data outside the European Economic Area

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

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

1. the right to withdraw your consent – to the extent that the processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent does not affect the lawfulness of the processing carried out based on the consent before its withdrawal,

2. the right of access to your personal data (information about the processed data, a copy of the data) and the right to request rectification (correction), erasure or restriction of the processing of your personal data,
3. the right to object to the processing of your personal data – you have the right to object to the processing of your personal data, to the extent that these personal data are processed based on the legitimate interests of the personal data controller. In particular, you have the right to object to the processing of your data for the purposes of direct marketing and profiling,
4. the right to data portability – you also have the right to data portability, i.e. to receive your personal data from the controller in a structured, commonly used, machine-readable format and the right to send your data to another controller,
5. the right to lodge a complaint with the supervisory authority in charge of personal data protection,
6. in the case of automated decision-making, you have the right to receive an adequate explanation of the grounds for the decision taken, to challenge the decision, to express your position or to obtain human intervention (i.e. to have your data analysed and a human decision taken).

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

7. Other information

For how long will your personal data be stored?

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

Information about the requirement to provide data

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

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

Providing personal data for marketing purposes is voluntary.

Definitions

§ 3

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

| | |
|---------------------|---|
| 1. Medical expenses | costs incurred for medical examinations and outpatient and surgical procedures, stay in a health care facility, as well as the purchase of necessary medicines and dressing material, excluding rehabilitation and transport costs. |
| 2. Lockout | the closing down of an establishment by the owner, combined with the lay-off of employees in order to make them to accept worse working conditions or due to a strike. |

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| 3. Accident | a sudden event caused by an external cause, as a result of which the Insured, irrespective of their will, suffered bodily injury, disorder of health or died. |
| 4. Eligible person | a person named by the Insured or a natural person specified in these General Terms and Conditions of Insurance entitled to receive a benefit due to the Insured's death. |
| 5. Vehicle | a vehicle registered in Poland in accordance with the Road Traffic Law Act dated 20 June 1997. |
| 6. Passenger vehicle | a vehicle registered as a passenger vehicle, as well as an off-road vehicle, a goods and passenger carrying vehicle, a van and any other vehicle registered as a truck and having the body of a passenger vehicle, an off-road vehicle or a station wagon. |
| 7. Entrepreneur | any natural person, legal person or any other organisational unit which is not a legal person, to which the law grants legal capacity, conducting business or professional activity in their own name. |
| 8. Crime | an act of a human being, prohibited by the law in force at the time when it is committed under penalty, as a felony or a minor offence, unlawful, culpable and socially harmful to a degree higher than negligible. |
| 9. State of intoxication | a state in which the concentration of alcohol in blood amounts to more than 0.5‰ or the alcohol level in breath testing is above 0.25 mg in 1 dm ³ . |
| 10. State under the influence of alcohol | a state in which the concentration of alcohol in blood is between 0,2 and 0,5 or the alcohol level in breath testing is between 0.1 mg to 0.25 mg in 1 dm ³ . |
| 11. Strike | collective, voluntary abstention of workers from work for the purpose of resolving a dispute concerning the interests, working conditions, wages or social benefits and trade union rights and freedoms of workers or other groups. |
| 12. Terrorism | illegal actions organised for ideological or political motives, individual or group, against persons or objects with the aim of creating chaos, intimidating the population and disrupting public life by means of violence, against society with the aim of intimidating it in order to achieve political or social goals. |
| 13. Insured | an individual for whose account the Policyholder has concluded the insurance agreement, or the lessor under the leasing contract or the creditor to whom the vehicle has been transferred. |
| 14. Vehicle use | <ul style="list-style-type: none"> a) driving a vehicle on public roads from the moment of getting on to the moment of getting off, including any momentary stopping of the vehicle on the driving route; b) activities undertaken by the driver or passengers for the day-to-day operation of the vehicle in the immediate vicinity of the vehicle, including filling up the vehicle at a petrol station, loading and unloading the vehicle, washing and cleaning the vehicle and opening and closing the vehicle doors as well as a garage or property gate; c) making repairs to the vehicle by the driver or passengers en route to enable the vehicle to continue its journey or to reach the nearest workshop or service station. |
| 15. Riots | sudden demonstrations or hostile actions against the government with the aim of changing the existing legal order. |

Subject and scope of insurance

§ 4

1. The subject of insurance shall be the consequences of accidents to the driver of the vehicle mentioned in the insurance agreement resulting from the use of this vehicle.
2. The subject of insurance shall also be the consequences of accidents to the passengers of the vehicle mentioned in the insurance agreement resulting from the use of this vehicle.

§ 5

The driver repairing the vehicle mentioned in the insurance agreement shall be covered only in case of repairs carried out en route in order to reach the nearest workshop or service station or to continue driving.

§ 6

Insurance shall cover consequences of accidents occurring in the territory of the Republic of Poland or abroad, subject to exceptions provided for in § 7.

§ 7

1. The insurance does not cover accidents:
 - 1) caused intentionally by the vehicle driver;
 - 2) caused by the vehicle driver who, at the time of the accident or arrival at the scene of the accident, was in a state of intoxication, under the influence of alcohol, drugs or any other similarly acting substance, unless it had no effect on the occurrence of the loss, and also when the driver of the vehicle has left the scene of the accident, if the driver was the owner of the vehicle or a person with whom the owner of the vehicle lives in the same household or any other person authorised to use the vehicle, unless this had no effect on determination of the circumstances or amount of the loss;
 - 3) caused by a person driving a motor vehicle without the required driving licence, as well as by a person with whom the owner of the vehicle lives in the same household or any other person authorised to use the vehicle, unless this had no effect on the occurrence of the loss;
 - 4) arising in connection with committing or attempting to commit a criminal offence by the driver of the vehicle;
 - 5) arising during rallies, races, shows, competitions or other sports events with the participation of the vehicle covered by the insurance agreement;
 - 6) arising from acts of war, martial law, state of emergency, riots, civil commotion, civil unrest, strikes, lock-outs and acts of terrorism and sabotage, as well as confiscation, nationalisation, detention or requisition of property by the authorities;
 - 7) caused by nuclear energy, radioactive contamination, laser and maser rays and magnetic and electromagnetic fields;
 - 8) caused by the driver of a prototype vehicle, understood as an experimental model developed by a car manufacturer for new vehicle series;
 - 9) arising from or in connection with any illness, insofar as it had an impact on the occurrence of the loss.
2. Non-pecuniary damages for pain and physical or mental suffering (negative feelings experienced in connection with physical suffering or the consequences of bodily injury, disturbance of health or death of the Insured) shall not be covered by the scope of ERGO Hestia's liability.

Types of benefits

§ 8

1. ERGO Hestia shall pay the following types of benefits:
 - 1) in the case of death resulting from accident, if it occurred within two years from the date of the accident – 100% of the sum insured specified in the insurance agreement,
 - 2) for permanent health impairment resulting from an accident:
 - a) in the case of 100% health detriment – the full sum insured specified in the agreement,
 - b) in the case of partial impairment – a percent of the sum insured corresponding to the percent of permanent health impairment,
 - 3) daily allowance, which is payable from the 10th day after the accident of documented temporary total inability to work or study, and, if the inability to work or study has lasted for a continuous period of at least 30 days, from the first day after the accident of documented temporary total inability to work or study,
 - 4) the reimbursement of documented medical costs in case they were necessary from the medical point of view and incurred in the territory of the Republic of Poland, not later than after two years from the date of the accident,

- 5) the reimbursement of costs of purchase of medical aids, prostheses and other orthopaedic appliances as well as costs of dental reconstruction of teeth, provided that they were incurred not later than after two years from the date of the accident, up to 20% of the sum insured, but not more than PLN 2,000 gross; the reimbursement of costs of dental reconstruction of teeth may not exceed PLN 200 gross per tooth, subject to section 2.
2. The total amount of benefits referred to in section 1 may not exceed the sum insured as specified in the insurance agreement.
3. ERGO Hestia shall not reimburse the purchase costs of implants and implantation.
4. The costs of purchase of medical aids, prostheses and other orthopaedic items shall be reimbursed only if they are medically necessary and cannot be covered by the general health insurance or social insurance. They must also be incurred in the territory of the Republic of Poland.

Concluding the insurance agreement

§ 9

1. The insurance agreement is concluded on the basis of an application, and the policy is the confirmation of the conclusion of the agreement.
2. The application should specify at least the following data:
 - 1) name and address of the Policyholder and the Insured if the insurance agreement is concluded for the account of a third party,
 - 2) vehicle data specifying the number of seats in the vehicle,
 - 3) scope of the insurance,
 - 4) sum insured,
 - 5) insurance period.

Conclusion of insurance agreement for account of a third party

§ 10

1. The Policyholder may conclude the insurance agreement for the account of a third party.
2. ERGO Hestia may assert a claim for the payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the accident has already occurred.
4. The Insured may demand that ERGO Hestia provide them with the information on the provisions of the signed insurance agreement and on the General Terms and Conditions of Insurance insofar as they relate to the rights and obligations of the Insured.
5. In the case of concluding the insurance agreement for the account of a third party, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder shall deliver the General Terms and Conditions of Insurance to the Insured before the Insured gives this consent. The Insured must confirm the receipt of the General Terms and Conditions of Insurance in writing. The Policyholder must provide ERGO Hestia with a document with such a confirmation.

Sum insured

§ 11

1. The sum insured shall be declared by the Policyholder within the limits specified in section 2.
2. The sum insured may not be lower than PLN 5,000 and higher than PLN 30,000 (gross).
3. The Policyholder may, at any time during the term of the insurance agreement, increase the sum insured within the limits specified in section 2 for an additional premium.
4. The declared sum insured shall constitute the upper limit of liability of ERGO Hestia with respect to each Insured.

§ 12

1. If there are more persons in the vehicle than specified in the vehicle registration certificate, the sum insured per each person shall be determined in such a way that the sum insured specified in the insurance agreement is multiplied by the number of seats in the vehicle and then divided by the number of persons in the vehicle.
2. The sum of the benefits paid to all injured persons travelling in the vehicle may not exceed the product of the number of seats and the sum insured specified in the insurance agreement.

Method of determining and paying the insurance premium

§ 13

1. The insurance premium shall be determined following a risk assessment.
2. The insurance premium shall be determined according to the tariff in force as of the date of conclusion of the insurance agreement.
3. The premium may be paid in one sum or, at the request of the Policyholder, in instalments. The time limits for paying premium instalments and their amounts shall be set out in the insurance agreement.

§ 14

1. The amount of the premium is the product of the sum insured and the insurance rate specified in the tariff applicable as of the date of conclusion of the insurance agreement.
2. The amount of premium depends on the number of seats in the passenger vehicle specified in the registration certificate.
3. In determining the amount of the premium, the following shall be taken into account:
 - 1) premium discounts for insuring a greater number of vehicles,
 - 2) premium increases for insurance of motorbikes and mopeds.
4. When determining the amount of the premium, a discount for a one-time payment of the premium or an increase for spreading the premium in instalments shall be included.

§ 15

If circumstances materially changing the probability of an accident are revealed, both parties may demand a relevant change of the premium amount, as of the day when those circumstances occurred, but not earlier than from the beginning of the current insurance period. If such a demand is made, the other party may, within 14 days, terminate the insurance agreement with immediate effect.

Period of insurance and duration of liability of ERGO Hestia

§ 16

1. The insurance period is specified in the insurance agreement.
2. The beginning of the period of insurance shall be the date agreed by the parties to the agreement indicated in the insurance agreement.
3. The insurance agreement may be concluded for one year.

§ 17

1. The liability of ERGO Hestia shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment, subject to sections 2 and 3.
2. Where ERGO Hestia is liable before the premium or its first instalment is paid, and the premium is not paid on time, ERGO Hestia shall terminate the insurance agreement with immediate effect and demand the payment of the premium for the period for which it provided insurance cover. If not terminated, the insurance agreement shall be terminated at the end of the period for which the non-paid premium is due.
3. In the case of payment of the premium in instalments, failure to pay the next instalment of the premium by the due date may cause ERGO Hestia's liability to cease only if, after this date, ERGO Hestia calls on the Policyholder to pay the premium in the specified amount with a threat that failure to do so within 7 days from the delivery of the call will cause the termination of liability.
4. Where payment is made by bank transfer or postal order, the day of payment shall be the day on which it is ordered at the bank or post office – provided that at the time of payment on account the Policyholder had sufficient funds. Otherwise, the payment date shall be the date of crediting ERGO Hestia's account with the relevant amount.
5. The payment of the amount specified in the insurance agreement shall be considered the payment of the premium or of a premium instalment.
6. The liability of ERGO Hestia shall expire upon the expiry of the insurance period unless the insurance relationship expired before that date.

Obligations of the Policyholder and the Insured

§ 18

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the proposal form or before the conclusion of the agreement in other letters.
If the Policyholder concludes the insurance agreement through a representative, this obligation shall also apply.
also to the representative and shall additionally cover the circumstances known to them. If ERGO Hestia concludes the insurance agreement although particular questions have been left unanswered, any omitted circumstances shall be regarded as immaterial.
2. During the term of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances referred to in section 1, about which ERGO Hestia asked in the insurance application or in other letters prior to the conclusion of the insurance agreement.
3. ERGO Hestia shall not be liable for the consequences of circumstances of which it has not been notified in violation of sections 1 and 2. If the violation of the provisions of section 1 resulted from wilful misconduct, then, in case of doubt, it is assumed that the accident provided for in the insurance agreement and its consequences are the result of circumstances referred to in the preceding sentence.

Accident procedure

§ 19

1. The Insured shall notify ERGO Hestia about the event immediately after it has happened or after the Insured learns about it.
2. The notification may be made:
 - 1) through the online form at www.ergohestia.pl, or
 - 2) at the phone number: 801 107 107 or 58 555 5 555.
3. In the event of a breach, by wilful misconduct or gross negligence of the obligation of prompt notification set out in section 1, ERGO Hestia may reduce the compensation commensurably if the breach contributes to an increase of the loss or prevents ERGO Hestia from establishing the circumstances and consequences of the event.

§ 20

1. In the case of an accident the Insured shall:
 - 1) provide ERGO Hestia with documents necessary to consider the application for benefit payment, including:
 - a) medical diagnoses and other documents identifying the causes of the accident and the extent of the medical care provided;
 - b) receipts for medical assistance paid or for other costs covered by the insurance;
 - 2) undergo treatment and follow the recommendations aimed to mitigate the consequences of the accident;
 - 3) release doctors, public and non-public health care institutions and the Social Insurance Institution, to the extent necessary for the claim to be considered, from the obligation of medical confidentiality and agree to make the medical treatment documentation available to ERGO Hestia;
 - 4) undergo examination by doctors or, where necessary, clinical observation;
 - 5) enable ERGO Hestia to perform actions necessary to establish the circumstances of the accident, legitimacy and amount of the claim, and provide assistance and explanations to that effect.
2. The Insured shall make available other documents necessary for proper loss adjustment.
3. In the event of the Insured's death, the person eligible shall be obliged to deliver to ERGO Hestia documents necessary to establish the legitimacy of the claim, including a copy of the death certificate and documents confirming the relationship of the beneficiary to the Insured.
4. ERGO Hestia shall have the right to verify the documents submitted by the Insured and to consult specialists.
5. The Insured shall collect the documents referred to in section 1-3 and deliver them to ERGO Hestia at their own expense.
6. In the event of the Insured's wilful misconduct or gross negligence in failing to observe the duties referred to in sections 1-3, ERGO Hestia shall refuse to pay compensation in whole or in part for the loss incurred on that account, provided that such failure affects the occurrence or extent of the loss, the determination of the cause of the event or its circumstances and the amount of compensation, and remains in any causal relationship with the loss incurred.

Establishing the amount of a benefit

§ 21

1. The percentage of permanent health impairment shall be determined by a medical examiner appointed by ERGO Hestia. The ruling is based on a physical examination of the Insured and medical documentation relating to the event resulting in an accident, including certificates of completion of treatment.
2. When determining the degree of permanent health impairment and causal relationship, the medical examiner shall be guided by the medical expertise available and the Insured's actual state of health before and after the accident. The cost of appointing a medical examiner to determine the degree of permanent health impairment shall be borne by ERGO Hestia.
3. The degree of permanent health impairment shall be determined promptly upon the completion of treatment and rehabilitation or, in the case of prolonged treatment, not later than within 36 months from the date of the accident. Any subsequent change in the degree of permanent health detriment does not give grounds to change the amount of the benefit.
4. In the event of loss of or damage to an organ or system, the functions of which were already impaired before the accident as a result of illness or permanent health impairment resulting from another accident, the degree of permanent health impairment shall be determined as the difference between the degree of permanent health impairment after and before the accident.

§ 22

1. If the Insured received any benefit due to permanent health detriment and afterwards died as a consequence of the accident, the benefit due to death is paid only if it is higher than the one already paid, wherein the amount previously paid is deducted.
2. If the Insured died after establishing that permanent health detriment was caused by reasons related to the accident, but did not receive the benefits due, the eligible person shall be paid only the death benefit of the Insured.

§ 23

1. The daily allowance due to temporary full inability to work or study is paid on the basis of a relevant physician's certificate.
2. The daily allowance for full inability to work or study is paid in the amount of 1‰ of the sum insured agreed in the insurance agreement for each day of inability, but no more than for 180 days.
3. ERGO Hestia shall have the right to refuse the payment of all or part of the benefit in case it is found that, during the period of inability to work or study, the Policyholder was working or attending school.

§ 24

1. The costs of medical treatment, the costs of purchase of aids, prostheses and other orthopaedic items and the costs of dental reconstruction of teeth are reimbursed on the basis of receipts.
2. The benefits referred to in section 1 may not exceed in total 30% of the sum insured as specified in the insurance agreement.
3. From the compensation paid on account of medical expenses, ERGO Hestia deducts the Insured's deductible amounting to 30%.

§ 25

ERGO Hestia shall reimburse the Insured for the costs of medical examinations and opinions required by ERGO Hestia to substantiate claims.

Persons eligible for a benefit

§ 26

1. A benefit for permanent health impairment shall be paid to the Insured.
2. If the Insured dies prior to receiving the benefit for permanent health detriment, and their death is not a consequence of the accident, the benefit determined prior to their death is paid to the eligible person.

§ 27

1. A death benefit shall be paid to the eligible person named by the Insured, subject to § 30.
2. The Insured may at any time change the eligible person.

§ 28

1. A daily benefit due to temporary, full inability to work or study shall be paid to the Insured.
2. If the Insured dies prior to receiving the benefit, it is paid to the eligible person.

§ 29

The benefits referred to in §§ 26-28 shall not be paid to an eligible person who intentionally contributed to the death of the Insured.

§ 30

1. If, at the time of death of the Insured, there are no persons entitled by them to receive a benefit, the benefit is due to the family member of the deceased in the following order:
 - 1) to the spouse – in whole,
 - 2) to the children – in equal parts,
 - 3) to the parents – in equal parts,
 - 4) other heirs of the deceased – in equal shares.
2. In the absence of a person eligible for the benefit, ERGO Hestia shall pay, within the limits of the sum insured, any documented funeral costs and possible costs of transporting the deceased body from the place of the accident to the burial place to the person who incurred these costs, unless these costs were covered by social insurance.

Payment of compensation or a benefit

§ 31

1. Any person eligible under the insurance agreement must substantiate their claim.
2. ERGO Hestia shall pay compensation or a benefit on the basis of recognition of the claim of the person eligible under the insurance agreement as a result of arrangements made in the procedure to establish the facts, legitimacy of claims and the amount of compensation or a settlement concluded with them or a final and binding court ruling.

§ 32

1. ERGO Hestia shall pay the compensation or benefit within 30 days from the date of receiving the notification of the event.

2. If it is impossible to explain the circumstances necessary to establish the liability of ERGO Hestia or the amount of compensation or benefit within the time specified in section 1, the compensation or benefit shall be paid within 14 days from the day when explaining these circumstances with due diligence was possible. However, the undisputed part of the compensation or benefit shall be paid by ERGO Hestia within the time limit specified in section 1.

Termination of the insurance agreement

§ 33

1. If the insurance agreement is concluded for a term longer than 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, or if the Policyholder is an entrepreneur – within 7 days following the conclusion of the insurance agreement. If ERGO Hestia did not inform the Policyholder being a consumer about the right to withdraw from the agreement at the latest upon conclusion of the agreement, the 30-day period shall run from the day on which the Policyholder being a consumer became aware of this right.
2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the day on which they were informed of the conclusion of the agreement or from the day on which the information referred to in Article 39(1) of the Act of 30 May 2014 on Consumer Rights was confirmed, whichever is later. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.
3. Withdrawing from the insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
4. The Policyholder may withdraw from the agreement the manner described in § 37.
5. The Policyholder may, at any time, terminate the insurance agreement with immediate effect.
6. If the vehicle indicated in the insurance agreement is sold, the rights under the insurance agreement may be transferred to the purchaser of the subject of insurance. The assignment of these rights shall require the consent of ERGO Hestia.
7. If the rights referred to in section 6 are transferred, the obligations of the seller shall be transferred to the purchaser of the subject of insurance. Despite such a transfer of obligations, the seller shall have joint and several liability together with the purchaser for the payment of the premium for the period until the transfer of the subject of insurance to the purchaser.
8. If the rights referred to in section 6 have not been transferred to the purchaser of the subject of insurance, the insurance relationship is terminated as of the moment the subject of insurance is transferred to the purchaser.
9. In the event of transfer of ownership of the vehicle:
 - 1) from the lessor to the lessee,
 - 2) from the bank to the borrower,

the insurance agreement shall not be terminated; once the ownership of the vehicle has been transferred, the Policyholder shall have the option to terminate the insurance agreement with effect from the date of delivery of the Policyholder's statement to ERGO Hestia.
10. Provisions of sections 6-8 shall not apply to the transfer of claims, which arose or may arise as a result of an event provided for in the insurance agreement (e.g. compensation).
11. The provisions of sections 6-8 shall also apply to forms of transfer of ownership of the vehicle other than sale.
12. The insurance relationship is terminated at the moment of deregistration of the vehicle indicated in the insurance agreement.

§ 34

1. If the insurance agreement is terminated due to the reasons specified in § 33, the premium for the unused insurance period is reimbursed, subject to section 2.
2. The unused insurance period is counted from the day following the termination of the insurance agreement.

Final provisions

§ 35

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

§ 36

1. All notices and statements of the parties to the insurance agreement shall be made in writing and sent by registered post, subject to section 3.

2. The parties shall inform one another of any change in their residence address or registered office.
3. In the insurance agreement, the parties may agree that notices and statements made by the parties to the agreement shall be delivered to the other party by electronic letter (e-mail), SMS text message, fax or telephone, respectively to: e-mail address indicated by the parties, ERGO Hestia helpline number or mobile or landline telephone number indicated by the Policyholder.

§ 37

In cases not regulated in the insurance agreement, the parties shall apply generally applicable provisions of the law.

§ 38

1. Insurance agreements are made under Polish law.
2. Disputes resulting from the insurance agreement are examined according to Polish law.
3. Both parties to the insurance agreement may bring an action for a claim resulting from the insurance agreement in accordance with the provisions on general jurisdiction or before a court having jurisdiction over the place of residence or seat of the Policyholder, Insured or beneficiary under the insurance agreement.
4. Both parties to the insurance agreement may bring an action also according to the regulations on general jurisdiction or before a court competent for the place of residence of the heir of the Insured or the heir of the person entitled from the insurance agreement.
5. Both parties to the insurance agreement may submit disputes for settlement to an arbitration court.
6. Any disputes arising from the insurance agreement between the Policyholder, the Insured or any other person eligible under the insurance agreement being a natural person and the Insurer may be resolved through out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warsaw, www.rf.gov.pl, which is an entity authorised to conduct out-of-court proceedings under the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, the Financial Ombudsman and on the Financial Education Fund.
7. Due to the fact that insurance agreements concluded by ERGO Hestia cannot be used for the settlements of transactions subject to sanctions, prohibitions and international restrictions or restrictions resulting from Polish law (hereinafter: “Sanctions”), including Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed to have provided insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit in connection with insurance cover, to the extent that the provision of insurance cover, payment or provision of any other benefit in connection with insurance cover could result in a breach of any of the Sanctions indicated above, unless compliance with such Sanctions is contrary to the laws applicable to ERGO Hestia.

§ 39

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

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

