



Everything about Moja Firma insurance



Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Account Manager.

We ensure comprehensive service by one Agent.

3

iHestia.

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

4

Confidence of top market players.

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

5

30 years of experience.

We anticipate the situations that may happen to our Customers.

6

The highest quality of claim adjustment.

We adjust claims based on a transparent procedure.

7

Open dialogue with the Customer.

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

8

Complaint management.

We listen to our Customers and analyse complaints.

9

ERGO Hestia Customer Spokesperson.

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

Why is Moja Firma a good choice?

- You insure both your personal and business property
- You renew all insurance at once
- You get a single policy and General Terms and Conditions of Insurance
- You can select from among three insurance options – from protection against most frequently occurring events to All risk

What do you insure in Moja Firma?

- vehicle
- vehicle's equipment
- luggage and external cargo carriers
- discounts for claims-free insurance history
- automotive third-party liability insurance
- health and life of the driver and passengers (personal accident insurance of the driver and passengers)

What can you insure yourself against in Moja Firma?



Against loss, damage to, destruction or theft of the vehicle (Motor Hull Insurance)

The insurance covers:

- collision of vehicles
- damage to the vehicle, e.g. as a result of hitting a tree, kerb or pothole
- damage to the vehicle caused by animals
- fire, including self-ignition, explosion, sinking of the vehicle
- damage to the vehicle as a result of vandalism
- damage to the vehicle by transported sports equipment
- theft of a part or whole of the vehicle

The insurance guarantees **cooperation with selected garages**, recommended by ERGO Hestia.

Full protection under All risk also covers liability for losses inside the vehicle unintentionally caused by the driver, passengers or transported cargo, as well as losses occurring as a result of short-circuit without signs of fire.

The insurance also covers **the costs of making copies of keys** in case of their loss or destruction.

You can insure **more than one vehicle** under a single policy, including both your business and private vehicles. You do not need to specify the purpose of the vehicles.

Under the Motor Hull Insurance we also protect **additional equipment** – additional devices and elements installed in your vehicle, e.g. DVD player, satellite navigation, seat for transportation of children.

Fixed Sum Insured is another supplementary component of the Motor Hull Insurance, owing to which the value of your vehicle from the date of concluding the contract will remain unchanged throughout the whole insurance period. In the case of damage to or theft of the vehicle, the compensation value shall be calculated on the sum insured (the market value of the vehicle) of the date of concluding the contract.



Personal Accident Insurance of the Driver and Passengers

The insurance covers:

- disablement, e.g. broken arm, twisted joints, loss of sight
- cost of treatment at hospital, medical examinations, outpatient procedures and surgeries
- costs of purchase of the necessary medications, wound dressings and orthopaedic devices
- death of the driver or passengers of the vehicle
- temporary loss of ability to work or study

Protection also **during embarking and disembarking from the vehicle and during current maintenance** – e.g. when you get gas, wash or clean your vehicle

The table of degrees of disablement clearly and precisely determines the amount of benefit.



Third-Party Liability Insurance for Motor Vehicle Owners

This insurance covers **financial consequences of damage** to property or personal injuries caused by the driver of the vehicle.

If you participate in a collision caused by another person, you can report a claim directly to ERGO Hestia, without the necessity to contact the insurer of the perpetrator (**Direct Claim Adjustment**).

Depending on the selected insurance option, in the case of occurrence of a loss, you will get **comprehensive assistance** – towing of the vehicle, courtesy car, legal assistance over the phone and coverage against the loss of applicable discounts. We will repair or replace your damaged car window, regardless of the cause of damage (All risk).

What additional coverage options do you have in Moja Firma?



Car Assistance – we will arrange and cover the costs of providing immediate assistance 24 hours a day, 7 days a week, also in front of your house, e.g. towing of the vehicle, courtesy car, help in the case of tyre failure or battery discharge. The cover includes the transport of your bicycle to your place of residence or a repair shop.



Insurance Coverage against the Loss of No Claims Discount – you will retain your discounts for no-claim insurance history also after a loss.



Luggage and Cargo Insurance – we protect personal and professional assets, e.g., a phone, tablet or keys, as well as working capital assets and cash against loss and destruction. We protect luggage of your close ones and third parties. Protection also covers luggage transported inside a vehicle and in external cargo carriers.



Travel Insurance – insurance around the year which covers both personal and business travel, including the cost of treatment, rescue and medical transport.



Legal Protection – you get legal assistance with representation in litigation in case of necessary defence of legal interests relating to the possession and use of the vehicle. The protection covers the Insured, his/her relatives and employees being passengers or drivers of the vehicle.

What is iHestia?

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

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

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



Claim report

Claim report

Report a claim.

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

You can also report a claim by phone at: 801 107 107 or 58 555 5 555 or +48 58 550 7 012 (Travel Insurance). You can also report a claim using a contact form available at www.ergohestia.pl.



Policy configuration

Configuration of coverage or purchase of insurance

Configure your own scope of coverage and send it to the Agent, who will prepare an offer. You can accept a policy remotely.



Policy editing

Managing a concluded contract

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

Contact the Agent to extend insurance coverage.



Change of the owner

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

Settle the concluded insurance contracts and paid premiums.



Payments

Pay a premium or its instalment.

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



Documents for downloading

Download documents in a digital or printable version.

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

Important!

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



General Terms and Conditions of Motor Insurance Moja Firma

C-MF-K-01/21

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

Name of the insurance	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§ 26, § 27, § 28, § 34, § 35 par. 2, § 37 par. 4
Motor Hull Insurance	§ 4 par. 1, § 5, § 36, § 43 par. 2	§ 4 par. 3, § 6, § 40 par. 3–5, § 41 par. 2, § 42 par. 2–4, § 44 par. 3, § 45, § 47 par. 1–2, § 47 par. 4
Personal Accident Insurance of Drivers and Passengers	§ 7 par. 1–2, § 49 par. 1, § 49 par. 6–7	§ 8, § 49 par. 3–4, § 49 par. 6, § 50 par. 2 § 51 par. 1, § 52 par. 2
Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	§ 9 par. 1–2, § 10, § 11 point 1–2, § 11 point 5–7, § 12	§ 9 par. 2, § 13
Car Assistance	§ 14 par. 1, § 15	§ 16 par. 1–3
Luggage	§ 17	§ 18, § 52 par. 2
Legal protection	§ 19 par. 3–5, § 20 par. 1, § 20 par. 4–5	§ 19 par. 5, § 21

§ 1

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

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

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

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

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

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

§ 2

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

TERM	WHAT DOES IT MEAN?
Accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Act on Third-Party Liability Insurance	Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau
Additional equipment of the vehicle	Equipment and components of the vehicle non-installed upon manufacture: the audio and audiovisual equipment and the telephone and radio-telephone communications equipment (except for mobile phones) together with the speakers and antennas, satellite communications equipment (satellite navigation), spoilers and overlays, titles and advertising stickers, dedicated body adhesives, devices for adapting the vehicle to be used by a person with disabilities (other than devices for adapting a vehicle to be driven by a person with disabilities) and seats for children transportation;
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³

TERM	WHAT DOES IT MEAN?
Alternative parts	Parts whose manufacturer certifies that they are of the same quality as the original components of the given vehicle type
Anti-theft devices	Mechanical or electronic system against theft, which is: a) serviceable and permanently mounted in the vehicle production process; b) admitted to traffic and approved in accordance with provisions effective within the territory of Poland, fitted by a service centre holding an authorization (license) of the manufacturer of particular anti-theft system regarding the assembly or maintenance of this system (hereinafter: "service centre"). Anti-theft devices do not include: mechanical and electromechanical steering locks, automatic gearbox locking systems, as well as the vehicle locks and ignition switch
Appropriation	Treating someone else's movable property or someone else's property rights previously held by the appropriator as own legal property or property rights
ASC	Authorized service centre for vehicles of particular brands
Basic equipment of the vehicle	a) equipment and components of the vehicle fitted to the vehicle by manufacturer or which are original parts of the vehicle manufacturer which comply with the provisions concerning the approval rules for a given brand, type, vehicle model; b) anti-theft devices, gas supply systems, light alloy wheels, tow bar, CD-radio players; c) devices for adapting a vehicle to be driven by a person with disabilities
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰ – 0.5‰ or the concentration of alcohol in breath amounts to 0.1 mg – 0.25 mg per 1 dm ³
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from the premises (also from a car boot, a caravan, a camper, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender, obtained as a result of an offence. Burglary shall also be damage to the subject of insurance, having a direct connection with the execution of or attempted burglary
Chronic disease	A disease condition characterised by slow development and long course, which requires treatment according to medical recommendations or is treated continuously or periodically over 12 months before the insurance contract was signed, during which the symptoms may periodically flare up or recede
Country of residence	The country where the Insured: a) is covered by social security or health insurance (other than during residence for educational purposes) or b) resides without interruption (other than travel under 30 days) for at least 1 year and which is the centre of the Insured's personal and professional life
Courtesy car	Any car owned by an entity professionally involved in the rental of vehicles, consistent with the vehicle class based on the following segmentation: a) for the insured vehicle: 1/ B-segment passenger car — for insured vehicles from segments A, B, C, motorcycles, and motors; 2/ C-segment passenger car — for insured vehicles from D segment; 3/ D-segment passenger car — for insured vehicles from segments above D; 4/ commercial truck with technical parameters approximating the technical parameters of the truck indicated in the insurance contract; b) for the vehicle which participated in the collision of vehicles caused by the driver of the insured vehicle – a vehicle of the same segment
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime or offence, illegal, at fault and socially harmful to a degree higher than infinitesimal
Customer	Any natural person concluding the insurance contract (the Policyholder)
Dangerous professions	Work in the military formations (except for office work), work in the uniformed services (except for office work), construction works associated with demolition, work at the height above 15 m, work at the construction of scaffolding, underwater works, fishing, work on ship, in mining industry (workers employed at platforms, mining), as well as stuntman, acrobat, circus artists, fire fighter, mountain rescuer, secret service worker, cash transport guard
Deductible	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Documentation of the vehicle	One of the following documents: a) vehicle registration certificate; b) vehicle card (if issued); c) permit for the vehicle's participation in road traffic (for vehicles not subject to registration); d) temporary permit issued by the competent registration authority
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
Drowning	A situation in which the insured vehicle is immersed in liquid

TERM	WHAT DOES IT MEAN?
Emergency Centre	The organizer providing assistance services on behalf of ERGO Hestia
ERGO Hestia Representative	Any ERGO Hestia employee or insurance agent acting for or on behalf of ERGO Hestia on their own or by the agency of natural persons performing agency activities, as duly authorized by such agent
Eurotax	computer system, created by Autovista Polska sp. z o.o., designed for the measurement of the market value of vehicles
Event	a) loss, destruction of or damage — in Motor Hull Insurance, Car Assistance Insurance; b) accident — in Personal Accident Insurance of the Driver and Passengers; c) a future and uncertain sudden event beyond control of the Insured, causing a loss covered by the scope of insurance – in Window Insurance and Luggage and Cargo Insurance
Extreme sports	Aerodium, balloon/airship, base jumping, bobsleigh, boxing, capoeira, canyoning, American football, heliboarding, heliskiing, house running (rap sliding), half pipe, sea kayaking, whitewater kayaking, karting, cycling – marathon, cycling – trial, mountain biking, gliding/motoglider, aviation – airplane, sailplane, helicopter, freeride Alpine skiing, diving up to 40 m, off piste skiing/snowboarding, paragliding/motoparagliding, rafting, rock boarding, rocket jumping, rugby, ski mountaineering, skitouring, ski jumping, bungee jumping, speleology, motorsport (other than racing), parachuting, freeride snowboarding, martial arts, tree climbing, gyroplane (autogyro), mountaineering up to 5300 m above sea level excluding the territory of Antarctic, Arctic, Greenland or Alaska, jungle, bush, desert, glacial or snow zone, pole expedition
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, if these measures were appropriate to the circumstances; b) smoke and soot — suspension of particles in gas being a direct result of: 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; c) hail; d) sonic bang; e) hurricane — wind of at least 15 m/sec., causing massive damage; f) avalanche — a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes; g) snow pressure — the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; h) landslide; i) fire; j) overvoltage caused by lightning; k) surface water flow; l) earthquake; m) lightning; n) vehicle collision; o) falling tree; p) falling mast; q) falling aircraft; r) explosion; s) flooding – presence of liquid in a house, apartment, summer cottage, house in construction or outbuilding, or garden architecture leading to the occurrence of loss, resulting from: 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, sewerage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken or cracked aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building; In the Luggage and Cargo Insurance, flooding is considered by ERGO Hestia to be any liquid damage to insured luggage and cash resulting from the aforementioned causes; t) subsidence
High-risk professions	Professions involving physical works, that is: industrial worker, operator or machine and device assembly worker, farmer, gardener, forester, driver, construction and repair worker; performing activities with dangerous tools such as: hammer drills, mechanical saws, jackhammers, sawing machines and mechanical grinders, machining tools; performing activities at the height above 5 m and activities with paints, lacquers, liquid fuels and solvents, technical and fuel gases, hot technical oils or technical liquids

TERM	WHAT DOES IT MEAN?
High-risk sports	BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, hydrospeed (in the territory of Europe), horse riding, snow scooters, motor yachts, kayaking, kitesurfing, cycling – crosscountry, track cycling, bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoring, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sailing
Immobilization of the vehicle	A vehicle condition that prevents its use as a result of: a) battery discharge; b) loss, damage or locking inside the vehicle of keys (factory equipment) used for opening and starting the vehicle; c) the lack of air in a tyre; d) the lack of or incorrect fuel in the vehicle's tank, as well as the freezing of fuel in the vehicle's tank; e) being stuck (i.e. unable to drive out without assistance) at the roadside of a public road
Info-Ekspert	Computer system, created by Info - Ekspert Sp. z o. o., designed for the measurement of the market value of vehicles
Loss	Caused directly by the event covered by the insurance contract: non-pecuniary consequence of an event or damage to property
Luggage	a) any objects located outside the regular place of residence, used by the Insured or his/her relatives who run a household together, in their everyday life; b) any objects located outside the regular place of residence, held temporarily by the Insured if they were rented or lent for use by the employer or another organizational unit. The lending party must confirm the lending in writing
Market value of the vehicle	The vehicle's value including VAT (gross), established based on market prices of vehicles of a given brand and type valid within the territory of the Republic of Poland, including the vehicle-specific features
Monetary values	a) coins which do not constitute an applicable legal tender; b) silver, gold, platinum in scrap or bars, c) precious, semi-precious stones, synthetic stones, pearls, amber, corals, which are not a utility product; d) checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash
Partnership network	A network of selected garages, which shall cooperate with ERGO Hestia. The list of current garages is published on the website: www.ergohestia.pl
Percentage of the body surface area	The surface of the victim's hand shall be considered as a percentage of the body surface area taken into consideration when assessing the extend of frostbites or burns
Production value	The sum of the cost of materials and commodities, labour and overheads incurred to produce a thing, net of the enterprise's mark-ups and margins
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
Replacement value	Value which corresponds to the cost of purchase or production of a new item of the same or a comparable type of the same or most similar brand
Robbery	Seizure of property by use or threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured
Service life of the vehicle	Period since the date of first registration of the vehicle in the year of its manufacture; if the first registration date is not known or the first registration took place after the year of manufacture, the service life is calculated from 31 December of the year of the vehicle's manufacture: a) to the first day of the insurance period — for the purposes of concluding an insurance contract; a service life determined this way is valid throughout the entire insurance period; b) to the date of loss — for the purposes of determining the amount of compensation
Service point	Garage or an authorized vehicle service centre of the particular brand (ASC). A garage recommended by ERGO Hestia (in glass insurance)
Sudden illness	Medical condition occurring suddenly, presenting a hazard to the health or life of the Insured and requiring immediate medical attention
The Insured	Any natural person on whose account the Customer has concluded the insurance contract or who finances the insurance from a leasing contract. The Insured may be a person other than the Customer. In the case of a transfer of ownership of a vehicle, the Insured becomes the creditor to whom the transfer was made
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia

TERM	WHAT DOES IT MEAN?
Total loss	a) In Option I of Motor Hull Insurance and in Option II of Motor Hull Insurance subject to the Cost Estimate claims handling option — theft of the whole vehicle or damage where the repair costs exceed 70% of the market value as at the date of loss; the repair costs are estimated according to the determined gross (i.e. VAT inclusive) prices of: 1/ alternative parts, 2/ necessary manpower, according to norms defined by the vehicle manufacturer, 3/ man-hour rate of PLN 65. If alternative parts are not available on the Polish market, the price of the original part applies, decreased by its wear and tear calculated in accordance with the table set out in §42 section 2; b) In Options II and III of Motor Hull Insurance subject to the Partner Network claims handling option — theft of the vehicle or damage where the repair costs exceed 70% of the market value as at the date of loss (for vehicles with the Fixed Sum Insured clause – 70% of the fixed sum insured); the repair costs are estimated according to the determined gross (i.e. VAT inclusive) prices of: 1/ alternative parts, 2/ necessary manpower, according to norms defined the vehicle manufacturer, 3/ man-hour rate of PLN 110. If alternative parts are not available on the Polish market, the price of the original part applies; c) In Options II and III of Motor Hull Insurance subject to the ASC claims handling option — theft of the vehicle or damage where the repair costs exceed 70% of the market value as at the date of loss (for vehicles with the Fixed Sum Insured clause – 70% of the fixed sum insured); the repair costs are estimated according to the determined gross (i.e. VAT inclusive): 1/ new, original parts fitted by the vehicle's manufacturer, 2/ necessary manpower, according to norms defined the vehicle manufacturer, 3/ arithmetic mean of manpower prices in the manufacturer's authorised service centres (ASC) in the region of the Insured's place of residence
Travel	Stay of the Insured away from the Republic of Poland or the country of residence
Vehicle	Any vehicle registered in Poland in accordance with the provisions of the Act of 20 June 1997 – Traffic Law
Vehicle use	a) the movement of a vehicle on public roads, from the moment of embarkation to disembarking, taking into account the instantaneous stopping of the vehicle on the journey; b) operations of the driver or passengers of a vehicle with a view to its day-to-day operation, carried out in the immediate vicinity of the vehicle, which include: the collection of petrol at the petrol station, loading and unloading of the vehicle, washing and cleaning of the vehicle, and opening and closing of the vehicle doors, as well as a garage and garage doors; c) driver's or passenger's repair of a vehicle on a driving journey to permit continuation of travel or access to the nearest workshop or service station
Vehicles illegally brought to the territory of Poland:	Vehicles which: a) were not delivered to the customs clearance or unreported; b) were brought to the territory of Poland without meeting the obligation to provide accurate information about the vehicle or the previous owners in the customs declaration
Vandalism	Any situation where a third party has deliberately destroyed or damaged insured property
Working capital assets	Materials, manufactured or processed finished products, work in progress, semi-finished products, commodities, goods purchased for resale, as sale support or related to the on-going activity of the enterprise, other than fixtures, fittings and furnishings, which are the property of the Insured

I. Scope of liability of ERGO Hestia

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

§ 3

1. Liability of ERGO Hestia shall start at the date and time specified in the insurance contract as the commencement of insurance period but not earlier than the day after the premium or its first instalment is paid.
2. If ERGO Hestia is liable before the payment of premium or first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of premium for the period in which the coverage was provided. In the absence of termination, the insurance contract shall expire at the end of the period for which the premium was outstanding.

3. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability of ERGO Hestia.

Motor Hull Insurance (Autocasco)

§ 4

1. Motor Hull Insurance covers loss, destruction of or damage to the vehicle, which has occurred suddenly, unexpectedly and beyond the control of the Insured, of a precarious and uncertain nature. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	I Loss of the vehicle	II Loss of and damage to the vehicle			III All risk	
		Cost estimate	Partnership network	ASC	Partnership network	ASC
Subject of insurance	vehicle with basic equipment					
Partial loss	NO	YES	YES	YES	YES	YES
Total loss	YES	YES	YES	YES	YES	YES
Causes of events	a) collision of vehicles; b) sudden contact of the car with persons, animals or things outside the vehicle; c) vandalism; d) the contact of sports equipment transported on the racks with objects and animals outside the vehicle; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent outside the vehicle; g) theft (including destruction of or damage to the vehicle directly related to the theft)				All events which are not excluded from the scope of liability	
Territorial scope	Europe, Algeria, Morocco, Tunisia, Israel and Iran, subject to section 4					
Additional insurance						
Fixed Sum Insured	NO	NO	NO	NO	YES	YES
Additional Equipment	NO	NO	NO	NO	YES	YES
Replacement of Security Devices	NO	YES	YES	YES	YES	YES
Parking the Vehicle after the Loss	YES	YES	YES	YES	YES	YES
Coverage against the Loss of Motor Hull Insurance No-Claim Discount	+	+	+	+	+	+
Additional scope of insurance in the case of theft of the vehicle (sum insured PLN 2,000)						
Onward travel	YES	YES	YES	YES	YES	YES
Courtesy car (up to 7 days) or Cash payment	YES	YES	YES	YES	YES	YES
Accommodation (up to 3 days)	YES	YES	YES	YES	YES	YES

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

2. ERGO Hestia shall not be liable within the scope indicated in § 6 and § 26.
3. The courtesy car service after theft and the additional cash payment cannot be combined. The Insured may use one or the other throughout the period of the insurance coverage.

4. ERGO Hestia introduces a deductible of PLN 1,000 for damages inflicted in the territory of Belarus, Moldova, Russia and Ukraine. It shall not concern situations in which damage is caused by a collision of vehicles or sudden contact of the car with persons, animals or objects outside the vehicle.
5. In the case of theft, the services included in the additional scope of insurance cover the arrangement and coverage of costs by ERGO Hestia to the extent described in § 15.
6. Insurance cover also includes damage caused as a result of:
 - 1) driving with open doors;
 - 2) driving with an open trunk or hood;
 - 3) the trunk or hood opening up when driving and damaging a part of the vehicle;
 - 4) driving under a viaduct which is less tall than necessary for the vehicle.

§ 5

Additional insurance indicated in the table in § 4 shall cover:

TYPE OF INSURANCE	SCOPE OF INSURANCE
Fixed Sum Insured	Acceptance, during the entire insurance period, of a sum insured corresponding to the market value of a vehicle as at the date of taking out the insurance. ERGO Hestia shall not reduce the sum insured for claims paid.
Additional Equipment	Covers a loss, destruction or damage to additional equipment of the vehicle as a result of causes indicated in the table in § 4
Replacement of Security Devices	Any situation in which we shall cover the costs of: a) making copies of keys or devices used for opening and starting the vehicle; b) replacement or recoding the locks or security devices; c) related to the loss of other items which allow the copying of keys (such as fuel filler caps locked with the same key); d) replacement of keys or other devices used for opening or starting the vehicle being the object of the insurance, lost or destroyed as a result of causes other than those indicated in the table in § 4.
Parking the Vehicle after the Loss	Coverage of parking costs incurred by the Insured with regard to the insured vehicle of the vehicle. Coverage of costs incurred shall be valid for the period from the date of loss to the date of first inspection by ERGO Hestia up to an amount not exceeding PLN 300 (gross).
Coverage against the Loss of Motor Hull Insurance No-Claim Discount	At the conclusion of next Motor Hull Insurance contract with ERGO Hestia, Coverage against the Loss of Motor Hull Insurance No-Claim Discount ensures protection within the following scope: if one claim has been made throughout the period of Motor Hull Insurance, the premium for the insured vehicle under the new contract with ERGO Hestia is calculated with retention of insurance continuation at the previous level

§ 6

1. Motor Hull Insurance does not include loss or damage:
 - 1) in the course of movement of vehicles:
 - a) not registered in Poland, if according to the provisions of Polish law there is a legal requirement of registering the vehicle;
 - b) without a valid technical inspection, required by the provisions of Polish law, if the technical condition of the vehicle had an influence on the occurrence or extent of the loss;
 - 2) as a result of theft of the vehicle or its parts, if:
 - a) at the time of theft, the vehicle was not secured in the manner prescribed by its structure;
 - b) all anti-theft devices required in accordance with § 36 have not been activated prior to theft;
 - c) keys or devices used to open and start the vehicle or vehicle documents were not protected against unauthorized access, provided that there is an adequate causal relationship with the loss or damage;

d) ERGO Hestia has not been presented with:

- 1/ documents on the basis of which the vehicle was authorised for traffic,
- 2/ all the devices used for opening and starting the vehicle, declared on the date of insurance contract conclusion,
- 3/ all the devices activating anti-theft devices, if there is an adequate causal relationship with the loss or damage.

Exclusions a)–d) shall not be applicable if failure to observe obligations has no adequate causal relationship with the loss or damage, or the vehicle was lost as a result of robbery;

- 3) resulting from the vehicle's appropriation by a third party or loss of the vehicle as a result of the crime of fraud defined in Article 286(1) of the Criminal Code;
- 4) in a vehicle illegally brought to the territory of Poland,
- 5) due to self-rolling of the parked vehicle (not applicable to Motor Hull Insurance in Option III);
- 6) arising as a result of a loss of fuel or loss of properties of the fuel or as a result of improper selection of fuel;
- 7) in vehicles obtained through criminal activity;
- 8) in vehicles not owned by the Insured at the time of occurrence of the event, unless the owner gave consent for payment of the compensation to the Insured; if the owner has not given such consent, the premium paid shall be reimbursed by ERGO Hestia;
- 9) as a result of manufacturing defects of any component or sub-assembly of the vehicle or as a result of a repair of the vehicle inconsistently with the technology of repair;
- 10) as a result of aspirating fluid by the working vehicle's engine;
- 11) lost profits and incurred losses resulting from inability to perform the obligations or contracts;
- 12) as a result of a loss, except for a loss of keys or devices used for opening the vehicle;
- 13) as a result of a malfunction of the vehicle caused by an incorrect mechanical, electrical, electronic or hydraulic operation of the vehicle elements, unless another event covered by the insurance has occurred as a result of these causes. In such a case, ERGO Hestia shall be liable solely for the effects of the other event.

Personal Accident Insurance of the Driver and Passengers

§ 7

1. Personal Accident Insurance of the Driver and Passengers covers the consequences of accidents suffered by a driver or passengers of the insured vehicle, arising from the use of vehicle. The customer selects an insurance option of the sum insured. The insurance options have been described in the following table.

OPTIONS	I	II	III
Personal accident benefits			
Death	100% of the sum insured	100% of the sum insured	100% of the sum insured
Permanent disablement	Lump-sum payment of the benefit in accordance with table in Appendix 1 to the General Terms and Conditions of Insurance		
Temporary incapacity to work or study	Payment of 1‰ of the sum insured for each day of incapacity to work or study. If the incapacity to work or study lasts for no more than 29 days, the temporary incapacity is counted from the 10th day after the accident. If the incapacity to work or study lasts for at least 30 days, the temporary incapacity shall be calculated from the day following the accident. ERGO Hestia shall pay the benefit for no more than 180 days of the temporary incapacity		

OPTIONS	I	II	III
Costs of medical treatment	Refund of documented costs, necessary from the medical point of view, incurred within the territory of the Republic of Poland, if compensation for permanent disablement was due to the Insured, up to 30% of sum insured. These costs shall comprise: a) medical examinations, outpatient and surgery procedures; b) stay in a healthcare facility; c) purchase of medications, wound dressings; d) medical aids, prostheses, orthopaedic devices; e) vocational training for the disabled. Personal Accident Insurance of the Driver and Passengers also covers the costs of restoration of permanent teeth, provided that they are incurred no later than two years after the accident. ERGO Hestia shall pay a benefit up to 20% of the sum insured, no more than PLN 200 for each tooth. The maximum reimbursed cost is PLN 2000.		
Territorial scope	Worldwide	Worldwide	Worldwide

2. The driver who repairs the vehicle during the journey is covered by Personal Accident Insurance of the Driver and Passengers only if the purpose of repair is to arrive at the nearest garage or service centre, or to continue the journey.
3. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 26.

§ 8

1. Personal Accident Insurance of the Driver and Passengers does not cover accidents:
 - 1) occurring in connection with committing or attempting to commit a crime by the vehicle's driver, stated by a final and binding court decision, unless it had no influence on the occurrence of loss;
 - 2) being the consequence of or arising in connection with any disease;
 - 3) as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident.
2. ERGO Hestia does not cover rehabilitation or transport costs within the scope of insurance.

Third-Party Liability Insurance for Motor Vehicle Owners and additional insurance

§ 9

1. Third-Party Liability Insurance for Motor Vehicle Owners covers owners of motor vehicles for losses occurring in relation to the movement of the vehicles possessed by them, in accordance with the Act on Third-Party Liability Insurance.
2. The scope of additional insurance coverage is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
Third-Party Liability Insurance for Motor Vehicle Owners, in accordance with the Act on Third-Party Liability Insurance	YES	YES	YES
Scope of the (additional insurance) coverage			
Windows Insurance	NO	YES	YES
Towing	NO	YES	YES
Phone Legal Assistant	NO	YES	YES
Courtesy Car	NO	NO	YES
Insurance Cover against the Loss of No-claims Discount	NO	NO	YES

YES – in the scope of insurance
NO – not in the scope of insurance

3. In Options II and III, ERGO Hestia shall not be liable within the scope of additional insurance in the cases indicated in § 13 and § 26.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle.

§ 10

The services listed in § 9 shall be provided through the Emergency Centre including:

- 1) Towing the vehicle – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, organization and coverage of costs of towing the vehicle from the place of collision to the location designated by its participants in the territory of Poland, maximally up to 150 km for each vehicle. Both the insured vehicle and the vehicles which collided with it may be towed, if the vehicle was damaged, and the extent of damages makes it impossible to continue driving safely. The service is provided at the request or with the consent of the insured;
- 2) Courtesy car – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, the organization and costs of rental and delivery of courtesy cars to the site or rental of courtesy cars and transportation of the drivers and passengers who participated in the collision – for all its participants, maximally in the number of vehicles corresponding to the number of those participating in the collision – to the vehicle rental location in the territory of Poland.

Courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract if all of the following conditions have been met:

- 1/ for a repair period of not more than 3 days;
 - 2/ if the vehicle is damaged.
- 3) Phone Legal Assistant – the scope of insurance covers the provision of phone legal advice to the Insured (maximally 12 times during the insurance period) as regards the following legal problems which concern the insured vehicle:
 - a) asserting claims for damages due to a damage to property caused by a tort (legal protection in case of damages to the vehicle);
 - b) asserting claims for damages due to a personal injury caused by a tort (legal protection in case of personal injuries in traffic);
 - c) a suspicion of committing an offence against safety in traffic or presenting a charge of its committing;
 - d) a suspicion of committing a minor offence against safety and order in traffic or presenting a charge of its committing;
 - e) the proceedings relating to confiscation of the driving license of the Insured or withdrawal of a license to drive vehicles;
 - f) the proceedings relating to confiscation of the vehicle registration card or the temporary permit of the Insured, or to the occurrence of other problems relating to the vehicle's entry into service;
 - g) tasks relating to registration and de-registration of the vehicle;
 - h) the provisions of the Act on Third-Party Liability Insurance.

As regards the above-mentioned legal problems, apart from phone legal advice provided at the request of the Insured, the following is available:

- 1) model contracts relating to the possession and use of the vehicle (maximally 4 times during the insurance period);
- 2) the existing and previous legal acts regulating the legal status (maximally 4 times during the insurance period);

- 3) legal information concerning the subject of insurance (rights and obligations, litigation procedures, information on the costs of such litigation, phone and address details of courts, public prosecutor's offices or other authorities involved in a given legal dispute, regulations on traffic in the countries of the European Union).

§ 11

1. In the Windows Insurance:

- 1) ERGO Hestia shall ensure a repair or replacement of damaged or destroyed window, if the windshield, panoramic windshield, back window or side window of the vehicle mentioned in the insurance contract is damaged or destroyed. The service shall be executed through the agency of a service point indicated by ERGO Hestia;
- 2) car windows are covered with the insurance against damage or destruction occurring within the territory of Poland as a result of all events not excluded herein.
- 3) alternative parts shall be used for the replacement or repair of the windows;
- 4) if alternative parts are not available, the service shall be carried out using original parts;
- 5) if the vehicle is damaged, preventing the repair or replacement of the window, ERGO Hestia shall pay to the Insured the equivalent of the costs of replacing the damaged window at the amount of the costs of purchase of alternative parts as of the date of loss occurrence;
- 6) ERGO Hestia shall reimburse the incurred costs of parking the vehicle in a guarded car park up to the amount of the actual costs incurred, if the repair or replacement of the windows in a repair point is not possible within 24 hours of damage notification. Costs shall be reimbursed up to the amount of not more than PLN 300 (gross);
- 7) if, due to damage to the car window, the journey cannot be safely continued, ERGO Hestia shall arrange for and cover the costs of towing the vehicle to the nearest service point in the territory of Poland. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, or if due to the health condition of the Insured it was not possible to notify the Emergency Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts or invoices, to the extent and in the amount of:
 - a) PLN 150 (gross), if towing is executed at maximum up to 25 km from the scene of the accident,
 - b) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed beyond the distance of 25 km from the scene of the accident.

2. ERGO Hestia shall not be liable within the scope indicated in § 13 and § 26.

§ 12

At the conclusion of next Motor Hull Insurance for Motor Vehicle Owners with ERGO Hestia, Coverage against the Loss of Motor Hull Insurance No-Claim Discount ensures protection within the following scope: if one claim has been made throughout the period of Motor Hull Insurance, the premium for the insured vehicle under the new contract with ERGO Hestia is calculated with retention of insurance continuation at the previous level.

§ 13

1. The service Phone Legal Assistant does not cover the provision of phone legal advice to the Insured relating to the claims of the Insured:
 - 1) against ERGO Hestia, subject to § 61;
 - 2) transferred to the Insured by way of an assignment of claims (assignment);
 - 3) mutually transferred between the Insured and the Customer under the same insurance contract.

2. The Windows Insurance does not cover damage:

- 1) to components of the vehicle not constituting structural element of the car glass, such as antiburglary and darkening foils, exterior decorative and protective trims;
- 2) in previously damaged windows which have not been repaired;
- 3) resulting from the vehicle's appropriation by a third party;
- 4) occurring as a result of manufacturing defects of windows and their components or as a result of a repair of the vehicle inconsistently with the technology of repair.

3. ERGO Hestia shall not cover the costs of the courtesy car as regards:

- 1) costs of fuel;
- 2) insurance;
- 3) additional charges, including deposits collected by rental companies dealing with courtesy cars;
- 4) deductible in the damage to the courtesy vehicle.

At the same time, the Insured is not released from the obligation to hold a credit card or other security required in connection with availability of a courtesy car in accordance with general rental terms and conditions used by the rental point.

4. The deductible of the Insured shall amount to PLN 50 in relation to damage involving the replacement of the windshield or panoramic windshield.

Car Assistance Insurance

§ 14

1. Car Assistance Insurance covers the costs of providing immediate assistance services through the Emergency Centre. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	ACCIDENT	FAILURE
Loss causes	a) collision of vehicles; b) sudden contact of the car with persons, animals or things outside the vehicle; c) vandalism; d) the contact of sports equipment transported on the racks with objects and animals outside the vehicle; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent outside the vehicle; g) theft of the vehicle or its parts; h) collision of the bicycle with another bicycle or vehicle, sudden contact of the bicycle with persons, animals or things	a) failure; b) immobilization of the vehicle; c) immobilization of the bicycle
Territorial scope for the vehicle	Europe, Algeria, Morocco, Tunisia, Israel, and Iran	
Territorial scope for the bicycle	Poland	
Type of service for the vehicle	for reasons listed in items a)–g) above	for reasons listed in items a)–b) above
Courtesy car	YES up to 5 days, for reasons referred to in items a)–f) above; up to 7 days, for reasons referred to in item g) above	YES up to 5 days (not more than 2 times throughout the insurance period)

OPTIONS	ACCIDENT	FAILURE
Towing	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined)	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined), not more than 2 times during the insurance period
Trailer transport	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined)	YES within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined), not more than 2 times during the insurance period
Acceptance and delivery of vehicle	YES within the territory of Poland up to 500 km, and abroad up to 500 km (these limits can be combined)	YES within the territory of Poland up to 500 km, and abroad up to 500 km (these limits can be combined), not more than 2 times during the insurance period
Onward travel	YES – up to 100 km	YES – up to 100 km
Fuel delivery	NO	YES
Helpline	YES	YES
Enabling on site	YES	YES
Psychological care	YES	YES
Guarded car park	YES – up to PLN 300	YES – up to PLN 300
Accommodation	YES – up to 3 days	YES – up to 3 days
Scrapping	YES	YES
Substitute driver	YES	YES
Type of service for the bicycle	for reasons listed in item h) above	for reasons listed in item c) above
Transport of the insured (bicycle rider)	YES up to 100 km, not more than 2 times during the insurance period; total limit PLN 1000	YES up to 100 km, not more than 2 times during the insurance period; total limit PLN 1000
Bicycle transport	YES up to 100 km, not more than 2 times during the insurance period; total limit PLN 1000	YES up to 100 km, not more than 2 times during the insurance period; total limit PLN 1000
Extension of insurance scope – TURBO Option		
Onward travel	within the territory of Poland without the limit of kilometres, and abroad up to 1,500 km (these limits can be combined)	
Courtesy car	up to 10 days, but in case of failure or immobilisation of the vehicle not more than 3 times during the insurance period	
Towing	within the territory of Poland without the limit of kilometres, and abroad up to 1,500 km (these limits can be combined), save that in case of failure or immobilisation of the vehicle not more than 3 times during the insurance period.	
Trailer and luggage transport	within the territory of Poland without the limit of kilometres, and abroad up to 1,500 km (these limits can be combined), save that in case of failure or immobilisation of the vehicle not more than 3 times during the insurance period.	

YES – in the scope of insurance
NO – not in the scope of insurance

2. ERGO Hestia shall not be liable within the scope indicated in § 16 and § 26.

§ 15

The services indicated in the table in § 4 and § 14 cover the arrangement and coverage of costs in the following scope:

TYPE OF SERVICE	SCOPE OF SERVICE
Courtesy car	Rental, delivery and acceptance of a courtesy car or travel of the driver and passengers to the vehicle rental point (done by the Emergency Centre). Courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract if the insured vehicle: a) has been damaged, or b) has been stolen, or c) has been immobilised, or d) has failed, for the time of repair or until its recovery, however, not longer than for the period provided for in the selected option of the insurance contract. In the event of a total loss - for the maximum period allowed in the limit.
Towing	Towing the vehicle within the distance stipulated in the selected option of the insurance contract to the location designated by the Insured. The costs of towing exceeding the limits shall be borne by the Insured. A maximum of one towing service is provided for an insurable event
Trailer transport	Transport of a trailer attached to a vehicle at the moment of an event, within a distance stipulated in the selected option of the insurance contract to a location designated by the Insured, a) if the extent of the damage to the vehicle pulling the trailer prevents safe continuation of journey, or b) the vehicle has been stolen. The costs of transport exceeding the limits shall be borne by the Insured. A maximum of one towing service is provided for an insurable event
Acceptance and delivery of vehicle	Acceptance and delivery of the repaired, insured vehicle to the final destination, place of residence or place of business of the Insured;
Onward travel	a) In the Accident and Failure Option — if the seating capacity of the tow truck is insufficient in the course of towing, the transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to a location designated by the Insured, at a distance no longer than 100 km from the scene of the event b) In Motor Hull Insurance and Turbo Option — transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to the travel destination or place of residence of the Insured. As part of the service, we provide purchase and delivery of: 1/ first class train tickets or bus tickets; or 2/ airline tickets, if the cost of their purchase is comparable to the cost of train or bus tickets
Fuel delivery	We deliver fuel to the place of the event or transportation to the nearest gas station. The insurance does not cover the price of fuel.
Helpline	Service consisting in providing phone information regarding: a) access routes and detours, locations of the nearest gas stations or garages; b) possibility to rent a car in European countries; c) indicative costs of fuel and road tolls in European countries. In the case of foreign travel, ERGO Hestia shall also assist in talks with: a) the police; b) border guards; c) medical centres. The assistance shall be provided in the following language: a) English – 24 hours a day; b) German, French, Italian, Russian — on weekdays from 8.00 am to 4.00 pm Polish time
Enabling on site	The service performed by a specialist recommended by ERGO Hestia, at the scene of the event, including repair works in the insured vehicle in order to enable the Insured to safely continue the journey to the destination or the near garage. If the service cannot be performed at the site of failure or immobilisation of the vehicle, ERGO Hestia arranges for towing. The service shall be available if the allowed number of tows has not been used
Psychological care	Visit at a psychologist's practice for the Insured or other persons who were in the insured vehicle at the time of the event and their relatives. Psychological care is arranged on the basis of a written referral issued by the attending physician. The number of visits is limited to 5 for all events occurring in the insurance period. The visits must be related to the event occurring during the insurance period and must take place not later than one year after the event
Guarded car park	Parking of the insured vehicle in a fenced area remaining under the constant surveillance of persons involved in the protection of property
Accommodation	Accommodation and transport of the driver and passengers of the insured vehicle (not exceeding the number of seats specified in the registration certificate) to the nearest mid-range (two or three star) hotel provided that the repair of the vehicle lasts until the next day. The Insured is entitled to accommodation in the case of events which occurred at least 50 kilometres in a straight line from the place of residence or the place of business of the Insured

TYPE OF SERVICE	SCOPE OF SERVICE
Scrapping	Scrapping of the insured vehicle which has suffered a total loss as defined in Option II and III of the Autocasco insurance
Substitute driver	A substitute driver hired in order to transport passengers of the insured vehicle back to the place of residence, if the vehicle's driver, as a result of an event, personal accident or sudden illness suffers bodily injury, is admitted to hospital or dies, and none of the passengers has a driving license of a given category
Transport of the insured (bicycle rider)	The Emergency Centre arranges and pays for transport of the Insured, the accompanying tandem biker, and minors under the Insured's care at the time of an event covered by insurance from the place of the event to the place of residence or the nearest bike repair shop but no more than 100 km. Transport is arranged only on public roads. In the case of an accident, the Emergency Centre arranges and pays for transport of the Insured from the place of the event to a hospital or other medical centre equipped to provide aid
Bicycle transport	The Emergency Centre arranges and pays for transport of the bicycle from the place of the event to the place of residence or the nearest bike repair shop but no more than 100 km. Transport is arranged only on public roads

§ 16

1. Car Assistance Insurance shall not cover:

- 1) the costs of purchase of spare parts and materials necessary to remove the failure of or damage to the vehicle;
- 2) in the courtesy car: the costs of fuel, insurance and additional charges, including deposits collected by rental companies, and an excess towards the damage to courtesy car. At the same time, the Insured shall not be released from the obligation to hold a credit card or other security required in connection with availability of a courtesy car in accordance with general rental terms and conditions used by the rental point;
- 3) consequences of the vehicle's failure or immobilisation resulting from a failure to remove its cause by the Insured after prior use of the related service, arranged by ERGO Hestia.

2. If the Emergency Centre could not arrange a service covered by the insurance for the Insured, or due to the health condition of the Insured it was not possible to notify the Emergency Centre, ERGO Hestia shall reimburse the costs incurred by the Insured on the basis of receipts and invoices, to the extent and in the amount of:

- 1) PLN 150 (gross), if towing is executed within 25 km from the scene of the event;
- 2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed outside the area of 25 km from the scene of the accident, however, no more than the limit of kilometres in the selected option of the insurance contract;
- 3) PLN 150 (gross) for 24 hours – in case of renting a courtesy car;
- 4) average prices of the service on the local market – in case of other services covered by insurance and not listed in items 1)-3) above.

3. The towing service shall not be rendered if the vehicle is used contrary to its intended purpose, which includes transportation of cargo with the weight exceeding the acceptable loading capacity of the vehicle specified in the registration certificate.

4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle.

5. In the case of the following services: Transport of the Insured (bicycle rider) or Bicycle transport, ERGO Hestia has no liability for the following events:

- 1) occurring during rallies or races, and trainings;
- 2) resulting from the use of the bicycle contrary to its intended purpose;
- 3) resulting from recurring malfunctioning of the bicycle due to the Insured's failure to remove its cause;
- 4) resulting from damage of which the Insured was aware before concluding the insurance contract.

Luggage and Cargo Insurance

§ 17

1. The Luggage and Cargo Insurance covers loss, destruction of or damage to:

- 1) luggage;
- 2) working capital assets;
- 3) cash;

in the circumstances and scope of events described in the table below. Insurance protection of ERGO Hestia is provided all over the world.

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

2. ERGO Hestia shall not be liable within the scope indicated in § 18 and § 26.

§ 18

1. The ERGO Hestia Luggage and Cargo Insurance shall not cover:

- 1) monetary values;
- 2) postal and courier mail;
- 3) expatriation property;
- 4) medications;
- 5) any property which is used by the Insured for economic activity other than defined in the insurance contract. ERGO Hestia shall not use the exclusion for any items lent to the Insured by his/her employer.

2. ERGO Hestia shall not provide insurance cover for losses or damage caused when loading or unloading loads or luggage.

Travel Insurance

§ 19

1. Travel Insurance covers the first 40 days of any travel of the Insured commenced in the period of insurance (coverage starts on the first day of travel and ends no later than the 40th day of travel). The insurance cover continues no longer than the end of the insurance contract.
2. Benefits shall be paid in Travel Insurance provided that the Insured documents or otherwise confirms with documents the date of leaving Poland or the country of residence.
3. Travel Insurance covers the arrangement and payment of necessary costs of immediate assistance through the Emergency Centre in the case of a sudden illness or accident during travel.
4. Travel Insurance covers benefits required to restore the Insured's health to the condition enabling his or her return to Poland or to the country of residence, or enabling him or her to continue the scheduled travel.
5. The table below presents the type, scope and limits of services in the period of insurance:

TYPE OF SERVICE	SCOPE OF SERVICE
Treatment expenses	a) hospital and outpatient treatment; b) surgery and outpatient examinations and procedures; c) dental treatment (up to PLN 2,000); d) medical consultations and physician's visits; e) costs of medications and wound dressings prescribed by the physician; f) travel of the physician from the nearest medical facility to the place of accommodation of the Insured if the Insured's health condition so requires
Care	a) contact with a relative, employees, contractors – providing information; b) sending necessary personal effects; c) the Insured's stay in a hotel inclusive of meals, when the transport to Poland or the country of residence cannot take place immediately upon the end of treatment; d) transport and stay of one 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
Transport	a) medical transport (in a vehicle selected depending on the condition of the Insured); b) return transport of the Insured or of the Insured's minor children or dependants left without care of an adult to Poland or the country of residence; c) transport of the dead body of the Insured to Poland or the country of residence
Rescue in the mountains or at sea	a) search carried out by specialist rescue service; b) on-site medical assistance; c) transport, including by air or sea, from the scene of accident to the nearest medical facility
Travel interruption	Return journey of the Insured to Poland, the country of residence or the place of destination in the event of: a) sudden illness or accident the consequences of which pose a threat to the life of a relative of the Insured, requiring the presence of and constant care provided by the Insured; b) death of the Insured's relative. 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. The cost limit is PLN 1,000
Substitute on a business trip	Travel of an employee delegated by the Insured to replace the Insured on a business trip (purchase of train, bus or air tickets if travel by train or by bus takes more than 12 hours)
Loss of documents	If the Insured's documents necessary to travel are lost, damaged or destroyed, the Emergency Centre provides information how to get replacements
Hotline	24/7 hotline of the Emergency Centre provides information concerning: a) health requirements and sanitary recommendations in the Insured's country of destination; b) recommended or compulsory vaccinations; c) waiting time for examination results in public and private health care facilities; d) preparation for recommended examinations; e) contraindications for travel or work.

6. ERGO Hestia shall not be liable within the scope indicated in § 21 and § 26.

§ 20

1. In Travel Insurance, ERGO Hestia shall cover the documented costs of treatment and immediate assistance:
 - 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, recommended and 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 of the Insured to the hospital by suitable means of transport, inform the hospital about the payment terms and remain in constant contact with the hospital;
 - 3) 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 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.

§ 21

1. Travel Insurance shall not cover the cost of treatment or services occurring as a result of:
 - 1) self-inflicted injury or suicide;
 - 2) the Insured driving a vehicle without the licence required under the provisions of law of the state of the event, providing this contributed to the loss sustained;
 - 3) practising sports as a gainful occupation;
 - 4) AIDS or HIV infection;
 - 5) childbirth, unless it occurred before the 32nd week of pregnancy;
 - 6) chronic disease;
 - 7) practising high-risk sports or extreme sports;
 - 8) working in a high-risk profession or a dangerous profession;
 - 9) 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 is performed;
 - 10) the Insured's participation in competitions of any motor vehicles, including any type of test drives;
 - 11) 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;
 - 12) 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;
 - 13) treatment carried out by a physician who is a family member of the Insured;
 - 14) vaccination, as well as dental treatment, any type of diagnostics and treatment not required as part of immediate, necessary medical assistance;

15) committing or an attempt to commit an offence by the Insured.

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 the treatment or the treatment started before the travel.

Legal Protection Insurance

§ 22

1. The Legal Protection Insurance covers defence of legal interests of the person who is covered by insurance with regard to events that are subject to the jurisdiction of Polish courts or remaining under the competences of the bodies of Polish public administration. The scope of coverage includes the legal costs and expenses indicated in the table below, which the person covered by insurance must incur for protection of his/her legal interests connected with the possession or use of the insured vehicle.

Persons covered by insurance	a) the Insured; b) employees of the Insured; c) relatives of the Insured, who are a driver or a passenger
Scope of insurance	
Legal counselling	Telephone service with legal information on issues relating to the use or possession of the vehicle
Legal representation	Persons covered by insurance are represented by ERGO Hestia in: a) asserting claims for damages against the offender who caused a bodily injury, disablement or damage to the vehicle; b) criminal proceedings relating to an offence or minor offence against safety and order in communication; c) proceedings relating to confiscation of the driving license or registration certificate, if the event causing the necessity of legal protection occurred during the insurance period
Cost reimbursement	ERGO Hestia shall cover with insurance the necessary costs of: a) the fee of an attorney or legal counsel for representing persons covered by insurance in (in all instances): 1/ civil proceedings; 2/ criminal proceedings in minor offence cases; 3/ administrative procedures; 4/ criminal proceedings or proceedings concerning an offence as a subsidiary or private prosecutor (costs of the attorney of the subsidiary or private prosecutor); b) legal costs in civil, administrative (including fees), criminal and minor offence proceedings; c) litigation costs awarded against persons covered by insurance; d) costs of translation of documents by sworn translators; e) costs of enforcement proceedings; f) costs of proceedings before an arbitration court, together with the costs of proceedings concerning the granting of an enforcement formula to the judgement of the arbitration court; g) costs of proceedings before the Supreme Court and the Supreme Administrative Court; h) costs of a financial guarantee provided for in the criminal law to avoid provisional detention

2. ERGO Hestia shall not be liable within the scope indicated in § 25 and § 26.
3. The excess amount payable by the person covered by insurance in each loss amounts to PLN 200, except legal counselling.

§ 23

1. The person covered by insurance may grant to ERGO Hestia the power of attorney for receipt, on his/her behalf, of the financial guarantee provided by ERGO Hestia if a legally valid decision is made to reimburse the amount of the financial guarantee; at the same time, the person covered by insurance shall waive his/her right to revoke such a power of attorney.
2. If the person covered by insurance receives reimbursement of the amount of the property guarantee, he/she shall turn over the said amount to ERGO Hestia. Such transfer must be made within 14 days of the date of receipt of the refund.

§ 24

1. The person covered by insurance shall have the right to select the attorney or legal counsel at his/her own discretion.
2. The person covered by insurance grants a power of attorney to the attorney or legal counsel and is obliged to authorise one of them in the granted power of attorney to provide ERGO Hestia with information on the case progress.
3. ERGO Hestia shall not be liable for actions or omissions of the attorney or legal counsel. The entity bears sole responsibility for the execution of an order towards the person covered by insurance.
4. If the person covered by insurance resigns from the attorney or legal counsel representing him/her in the case, ERGO Hestia is released from the obligation to incur costs of another attorney or legal counsel.

§ 25

1. Legal Protection Insurance does not cover protection of legal interests:
 - 1) relating to tax law and public receivables;
 - 2) relating to penal fiscal law;
 - 3) relating to customs law;
 - 4) relating to contractual disputes – arising from contracts;
 - 5) relating to claims of Insured against ERGO Hestia, subject to § 61;
 - 6) whose costs of protection exceeds 200% of their value;
 - 7) relating to events which occurred due to wilful misconduct or gross negligence of the person covered by insurance or a person for whom the person covered is responsible, unless the protection of legal interests is fair and equitable in these circumstances;
 - 8) in cases concerning an infringement of the regulations laying down the conditions of road carriage or transport, particularly the regulations on working time of drivers, principles of transportation or carriage of people and goods;
 - 9) in cases concerning an infringement of the regulations on road traffic and related fees;
 - 10) in cases against the person covered by insurance due to his/her third-party liability and compensation such a person is obliged to pay;
 - 11) relating to claims transferred to the person covered by insurance by way of an assignment of claims (assignment);
 - 12) relating to claims of third parties asserted by the person covered by insurance in his/her own name;
 - 13) which were afflicted by the Insured or other persons covered by the insurance on one another.
2. Legal protection insurance does not cover protection of legal interests in the following cases:
 - 1) the obvious groundlessness of the claim, i.e. where there are grounds under the provisions of the Code of Civil Procedure for rejection of a suit or a remedy at law of the person covered by insurance, which means:
 - a) the judicial action is inadmissible;
 - b) a case concerning the same claim between the same parties is pending or has already been validly judged;
 - c) one of the parties has no capacity to be a party in civil cases or the plaintiff has no capacity to be a party in a given civil case, and no statutory representative is acting on the plaintiff's behalf, or
 - d) there are gaps in the composition of the authorities of the organisational unit being a plaintiff which prevent it from acting;

- 2) the claim is evidently unfounded, i.e. the claim of the person covered by insurance has no legal basis that would enable effective assertion of claims;
- 3) limitation of the claim.
3. The Legal Protection Insurance does not cover the costs of travel of the attorney or legal counsels to hearings or sessions before the court or the body conducting the proceedings.

General exclusions of ERGO Hestia from liability

§ 26

1. ERGO Hestia shall not be liable for any losses:
 - 1) caused intentionally by the Insured or a person with whom the Insured lives in the same household. The exclusion shall not refer to Personal Accident Insurance of the Driver and Passengers;
 - 2) caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances, or the loss relates to Personal Accident Insurance of the Driver and Passengers;
 - 3) resulting from acts of war, martial law, state of emergency, civil commotion, strikes and lockouts, acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 4) 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;
 - 5) to property into possession of which the Insured or their relatives came as a result of an offence;
 - 6) occurring if the driver:
 - a) at the moment of the event was in one of the following states, provided it affected the occurrence or the size of the loss:
 - 1/ following the consumption of alcohol, and was authorized to use the vehicle;
 - 2/ following the consumption of alcohol (intoxication), and was authorized to use the vehicle;
 - 3/ under the influence of drugs or other intoxicants, and was authorised to use the vehicle;
 - 4/ under the influence of medications with a similar effect to drugs or other intoxicants, and was authorised to use the vehicle;
 - b) left the scene of the accident while being authorised to use the vehicle, provided it augmented the size of the loss, caused the occurrence of another loss, or
 - c) at the time of the event did not have a licence to drive a vehicle required under Polish law, and was authorised to use the vehicle; unless it has no influence on the occurrence of loss;
 - 7) arising as a consequence of using the vehicle contrary to its intended purpose, as determined in the registration certificate;
 - 8) occurring as a result of loading and unloading cargo or luggage and caused by loaded or carried cargo or luggage (it shall not apply to the Motor Hull Insurance in Option III and losses caused by the collision of sports equipment carried on racks with objects from outside the vehicle);
 - 9) occurring when the Policyholder or authorized driver used the vehicle as a crime tool, provided it affected the occurrence of the loss;
 - 10) occurring during test drives, rallies or races, trainings, competitions or use of the vehicle as a prop or showpiece;
 - 11) during the use of the vehicle in connection with mandatory performances to the army or the police, as well as during protests and roadblocks;
 - 12) occurring to a vehicle used for any economic activity other than that named in the insurance contract;

- 13) resulting from the use of the vehicle for transportation of fuel, toxic chemicals or gases,
 - 14) occurring during paid-for transportation of goods or persons;
 - 15) occurring when the vehicle was being used for driving lessons;
 - 16) occurring at the time of vehicle rental or in vehicles made available as courtesy cars in a manner other than rental.
2. The exclusions indicated in section 1, within the scope of Third-Party Liability Insurance for Motor Vehicle Owners, apply only to additional insurance.
 3. The insurance cover shall include loss or damage occurring under the circumstances listed in section 1 items (14)–(16) above if it occurs in a vehicle used for the economic activity named in the insurance contract.

II. Sums insured and policy limits

§ 27

1. The sum insured for any type of insurance (except the policy limit in Third-Party Liability Insurance for Motor Vehicle Owners and sums insured in the following insurance types: Personal Accident Insurance for the Driver and Passengers, Car Assistance, Windows, Luggage and Cargo, Travel, Legal Protection, Additional Equipment, Towing, Phone Legal Assistant, Courtesy Car, for which sums insured are specified in the table in § 28) shall be provided by the Customer pursuant to § 28 and § 29. This sum constitutes an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance (in Personal Accident Insurance of the Driver and Passengers, these are separate events in relation to every Insured).
2. At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured is equal to the market value of the vehicle exclusive of VAT (net).
3. The sum insured shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia (N/A to Autocasco Insurance in Option III). After exhausting the sum insured, the insurance contract with regard to each type of insurance (except Third-Party Liability Insurance for Motor Vehicle Owners) shall be terminated as at the date of exhausting the sum insured.
4. The sum insured, the extent of loss and the amount of compensation shall be determined inclusive of VAT (gross).
5. If the Customer declares the net sum insured in the insurance contract, in accordance with section 2, the extent of loss and the amount of compensation (including the salvage value) shall be determined exclusive of VAT (net).

§ 28

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

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Motor Hull Insurance (Autocasco)	the manner of determining the sum insured is described in § 29		
Additional Equipment	–	–	PLN 4000
 Personal Accident Insurance of the Driver and Passengers	PLN 5000	PLN 15 000	PLN 60 000

TYPE OF INSURANCE		SUM INSURED/POLICY LIMIT		
		OPTION I	OPTION II	OPTION III
	Third-Party Liability Insurance for Motor Vehicle Owners	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance
	Windows Insurance	–	PLN 5000	PLN 5000
	Towing	–	PLN 2000	PLN 2000
	Phone Legal Assistant	–	PLN 2000	PLN 2000
	Courtesy car	–	–	PLN 3000
Additional insurance				
	Car Assistance Insurance Accident Option		PLN 5000	
	Car Assistance Insurance Failure Option		PLN 5000	
	Car Assistance Insurance Turbo Option	Increases the sum insured for services from the Accident Option up to PLN 10,000 Increases the sum insured for services from the Failure Option up to PLN 10,000. In the event that one of the aforementioned sums insured runs out, the service may be performed from the other sums insured		
	Luggage and Cargo Insurance		PLN 10 000	
	Travel Insurance		PLN 100 000	
	Legal Protection Insurance		PLN 20 000	

- The sum insured for additional insurance in the Motor Hull Insurance in case of theft of the vehicle is specified in § 4.
- In Personal Accident Insurance of the Driver and Passengers, if the vehicle has more passengers than it is provided for in its registration card, the sum insured attributable to each passenger shall be estimated as follows: the sum insured specified in the insurance contract shall be multiplied by the number of seats in the vehicle (except for the seat of the driver), and then divided by the number of passengers riding in the vehicle.

§ 29

- The sum insured corresponds to the market value of the vehicle as at the date of conclusion of the insurance contract. The market value of the vehicle is determined based on Eurotax.
- The sum insured regarding a newly manufactured vehicle, purchased from an authorized dealer professionally involved in selling a particular brand's vehicles, may also be declared in an amount equal to the gross amount specified on the sales invoice, no later than within one month from the date of the invoice. The sum insured determined this way is accepted as the market value of the vehicle for a period no longer than 12 months from the date of commencement of the insurance coverage, provided that until the date on which the loss was reported, the vehicle had not been damaged.
- If it is impossible to determine the market value of the vehicle based on Eurotax, the Customer may use another reliable, expert source identified by the parties to the insurance contract.
- The Customer, in agreement with ERGO Hestia, may determine the market value of the vehicle based on Info-Ekspert or present a vehicle valuation provided by an authorised appraiser (at the Customer's expense).
- At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured is equal to the market value of the vehicle excluding VAT (net).

6. In the situation described in § 27 section 3, upon the performed repair of the vehicle, the Customer may adjust the sum insured up to the market value of the undamaged vehicle, by completing a new insurance application, presenting the vehicle for inspection by ERGO Hestia, and paying an additional premium.
7. If the value of the vehicle increases during the insurance period, the Customer may report it to ERGO Hestia, and upon its consent, increase the sum insured by paying an additional premium.

III. Obligations of the Customer/the Insured

§ 30

1. The Insured shall:
 - 1) provide ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification, or notify ERGO Hestia immediately about inability to provide such documents;
 - 2) inform the Police immediately about every event which may have occurred as a result of a crime or minor offence (including vandalism) and submit a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) identify, if possible:
 - a) data of other event participants or witnesses;
 - b) whether the offender:
 - 1/ has any Third-Party Liability Insurance for Motor Vehicle Owners
 - 2/ in which insurance company;
 - 3/ what is its insurance policy number;
 - c) draw up a written record of the damage;
 - 4) adhere to ERGO Hestia recommendations and provide it with information and authorizations to the extent necessary for proper claim adjustment;
 - 5) complete the documents thanks to which the correct liquidation of the damage will be possible. Such documents shall be provided by ERGO Hestia in the notification mentioned under item 1) above – sending in attachment a loss report form where the course of the event and circumstances should be described.
2. ERGO Hestia shall analyse the received receipts, cost estimates and documents and consult experts.
3. Throughout the duration of the insurance contract, the Customer has to immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communications prior to conclusion of the insurance contract.
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 for the Customer to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.
5. In the case of concluding a group insurance contract, referred to in Article 18 of the Insurance and Reinsurance Act, the Customer shall provide the following information to any persons interested in joining such insurance contract:
 - 1) name and registered address of the insurer;
 - 2) type of fee, within the meaning of the Insurance Distribution Act, received in connection with the proposed accession to the group insurance contract;

- 3) options of filing complaints and out-of-court dispute resolution.

Motor Hull Insurance (Autocasco)

§ 31

In the Autocasco Insurance, the Insured shall:

- 1) refrain from introducing alterations to the vehicle or attempting to repair the vehicle without the consent of ERGO Hestia — this does not apply to situations in which ERGO Hestia waives an inspection or fails to carry it out within 7 days from the notification of loss for reasons attributable to ERGO Hestia;
- 2) in the case of theft of the vehicle:
 - a) submit to ERGO Hestia documents confirming the vehicle's origin and enabling its identification (brief, customs document, sales contract, purchase invoice, log book, vehicle registration certificate, temporary permit);
 - b) in the case of protections other than those installed by the manufacturer, provide certificates of the efficiency of the installed anti-theft devices, issued by a service centre.

Personal Accident Insurance of the Driver and Passengers

§ 32

If an event occurs in Personal Accident Insurance of the Driver and Passengers, the Insured shall:

- 1) undergo treatment and follow recommendations to mitigate the effects of the accident;
- 2) undergo examination carried out by physicians or undergo possible clinical monitoring;
- 3) release the physicians, public and private health care establishments and the Social Insurance Institution (ZUS) from the confidentiality obligation (to the extent necessary to investigate the claim) and agree to provide ERGO Hestia with the documentation of treatment.

Legal Protection Insurance

§ 33

1. In the Legal Protection Insurance, the Insured shall:

- 1) immediately submit the documents or information, or make declarations required by ERGO Hestia to take a decision regarding insurance liability;
- 2) immediately notify ERGO Hestia that the Insured's claims have been satisfied, in whole or in part;
- 3) inform ERGO Hestia, at its request, about the progress and status of the case and submit relevant letters and other documents;
- 4) agree with ERGO Hestia, in writing, upon the activities that may cause costs or expenses relating to the case to arise or increase;
- 5) abstain from such behaviours that may cause a loss or limitation of the right of ERGO Hestia to demand a reimbursement of the incurred costs and expenses, without obtaining prior written consent of ERGO Hestia.

2. The Insured, having reported the event, shall be obliged to exercise further rights necessary to protect his/her own interests.

§ 34

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 30 section 1 and 3 and § 31 – § 33, provided that such failure had a bearing on the occurrence or extent of loss, or on it being impossible to determine the cause of the event and/or its circumstances, ERGO Hestia shall refuse to pay compensation, in part or in full, respectively, for the loss resulting from such cause.

§ 35

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. If the compensation was already paid, ERGO Hestia may seek reimbursement of the amount corresponding to the whole or the part with respect to which the Insured has waived those rights, as appropriate.

IV. Property protection in the Motor Hull Insurance

§ 36

ERGO Hestia shall be liable for theft of the vehicle or its parts provided that the vehicle was equipped with:

- 1) one anti-theft device — for vehicles with the market value of up to PLN 200,000, and quads, motorbikes or motorcycles;
- 2) two independent anti-theft devices — for vehicles with the market value of over PLN 200,000.

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

§ 37

1. The Insured is obliged to notify ERGO Hestia about the event immediately after it occurred or upon learning about it.
2. The Insured may notify ERGO Hestia in a way he/she deems proper:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling 801 107 107 or 58 555 5 555.
3. In the Travel Insurance, the Insured may notify ERGO Hestia by phone at +48 58 550 7 012 or by email at podroze@ergohestia.pl.
4. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification referred to in section 1, ERGO Hestia may reduce the compensation or benefit by the relevant amount, only if the breach contributed to extending the scope of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 38

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

Motor Hull Insurance (Autocasco)

§ 39

1. Compensation is paid to the vehicle's owner or a person authorised by the owner.
2. For ERGO Hestia to be able to pay compensation for the lost vehicle, it must be de-registered and its property rights transferred to ERGO Hestia.
3. In the case of finding the vehicle or its parts, ERGO Hestia, at the request of the Insured, may transfer the ownership of the vehicle or its part to the Insured. In such a case, the Insured shall return part or all of the compensation.
4. The compensation paid by ERGO Hestia may not be higher than the loss incurred except for situations described in § 29 section 2 and in the Fixed Sum Insured clause.

§ 40

1. In the case of total loss of the vehicle, ERGO Hestia determines the amount of compensation as the amount equal to the market value of the vehicle as at the date of loss but not higher than the sum insured determined in the insurance contract.
2. Market value of the vehicle as at the date of loss is determined based on the same source of valuation as the one applied by the Customer in consultation with ERGO Hestia in determining the sum insured on the date of conclusion of the insurance contract.
3. In the event of a total loss, ERGO Hestia shall decrease the compensation amount by the value of the remaining items i.e. those parts of the vehicle showing value in use or financial value which may be intended for further use or sale.
4. The vehicle's residual value is determined on a case-by-case basis. ERGO Hestia shall take into account the following elements:
 - 1) market situation as regards vehicle turnover (including damaged vehicles – through online auctions of entities specialising in sales of damaged vehicles),
 - 2) the degree of wear and tear of the vehicle;
 - 3) the extent of its damage.
5. The salvage (remaining parts/items) value shall be defined based on the same valuation source as the one used in connection with specifying the vehicle market value as of the day on which the damage occurred. The salvage value shall be defined based on the same principles as the ones used in connection with defining the sum insured on the day on which the insurance contract was concluded, as per § 29.

6. If ERGO Hestia receives an offer to purchase the vehicle salvage through an online auction by entities specialising in sales of damaged vehicles, the salvage value shall be the amount of the highest bid received as a result of such an auction, increased by 10% of the bid price due to the estimated margin of the bidder. ERGO Hestia shall present the results of the auction to the Insured. The Insured may also document sales of the salvage by means of a sales contract or an invoice featuring a price not lower than the value of the highest bid obtained at said auction. Should that be the case, the salvage value shall constitute the sales price documented in the way described above.

§ 41

1. If the loss is partial, ERGO Hestia shall calculate compensation in accordance with:
 - 1) the cost estimate method — based on the valuation made by ERGO Hestia,
 - 2) the service method — based on the invoice documenting vehicle repairs, issued by a service centre.
2. Depending on the type of insurance, the loss shall be settled as follows:

LOSS SETTLEMENTS OPTIONS	COST ESTIMATE	PARTNERSHIP NETWORK	ASC
Method for the settlement of partial loss	cost estimate method	service method with the possibility of change to the cost estimation method	service method with the possibility of change to the cost estimation method or to Partner Network Option
Repair location	not applicable	Partner Network or any other garage selected by the Insured	Authorized Service Centre or any other garage selected by the Insured
Minimum amount of loss in Option II of Motor Hull Insurance	PLN 500 (gross)	PLN 500 (gross)	PLN 500 (gross)
Type of parts the prices of which are used in the valuation of loss	alternative parts	alternative parts	original parts

3. In the case of partial loss, ERGO Hestia determines the amount of compensation in the amount corresponding to the cost of repair, assuming the prices of services and spare parts in force in Poland on the date of loss, subject to § 39 – § 42.
4. The extent of partial loss covers repair costs corresponding to the scope of damage described by ERGO Hestia or at its request.
5. In the case of partial damage, such as theft of parts of the vehicle, including damage or destruction directly connected with theft, determining the extent of partial damage is made in accordance with the option for determining the extent of partial loss selected in the insurance contract.
6. The provisions of the table contained in section 2 regarding the Partnership Network Option and the ASC Option shall also apply to vehicles repaired outside of the Partnership Network or ASC.
7. In the case of damage consisting in dents in the body, if the scope and nature of damage allow it being repaired through pushing or pulling dents out, or applying both methods of repair, the claim settlement is based on the costs of such repair.

§ 42

1. In the cost estimate method, the extent of partial loss and the amount of compensation are determined based on the valuation by ERGO Hestia by applying:
 - 1) repair duration standards determined by the vehicle manufacturer;
 - 2) man-hour rates amounting to PLN 65 (gross) for body, mechanical and paint works;
 - 3) the list of parts (units), contained in the repair cost estimate, qualified for replacement in accordance with the average prices of alternative parts and materials.

2. If alternative parts are not available on the Polish market, the settlement shall be based on gross prices of the original parts less the following wear and tear:

SERVICE LIFE OF THE VEHICLE	WEAR AND TEAR EXPRESSED AS A PERCENTAGE OF THE VALUE OF PARTS QUALIFIED FOR REPLACEMENT
Up to 3 years (inclusive)	25%
4 years	30%
5 years	40%
6 years	50%
7 years	55%
8 years	60%
9 years or more	65%

3. In the case of replacement of parts during the service life of the vehicle, documented with receipts, the amount of wear and tear is determined individually, taking into account the service life of these parts.
4. If prices of alternative parts are higher than prices determined in accordance with the table in section 2 (original parts taking into consideration their wear and tear), lower prices are taken into consideration while determining the amount of loss.

§ 43

1. In the service method, in the case of partial loss, the amount of compensation is determined based on invoices for the vehicle's repair, in accordance with costs and repair method previously agreed with ERGO Hestia, subject to:
 - 1) in the ASC Option:
 - a) repair duration standards determined by the vehicle manufacturer;
 - b) the arithmetic mean of man-hour rate determined based on the price of services charged by garages similar to the garage performing the repair, which operate in the region where the repair took place;
 - c) prices of parts and materials determined by the vehicle manufacturer;
 - 2) In the Partnership Network Option:
 - a) repair duration standards defined by vehicle manufacturer;
 - b) the arithmetic mean of man-hour rate determined based on the price of services charged by garages similar to the garage performing the repair, which operate in the district where the repair took place. The amount may not be higher than PLN 110 (gross) for a man-hour of body, paint or mechanical works;
 - c) prices of materials in accordance with the prices of manufacturer and prices of alternative parts, and in the absence of alternative parts, the settlement shall be based on the prices of original parts.
2. In Option III of the Motor Hull Insurance, in case of a partial loss qualifying a tyre, shock absorber or light alloy wheel for replacement, the amount of compensation includes the cost of replacing, as appropriate:
 - 1) the second shock absorber within one axis;
 - 2) both tyres within one axis, without considering the degree of their wear and tear;
 - 3) other not damaged light alloy wheels (if such part is not available in Poland).
3. The costs referred in section 2 may be reimbursed by ERGO Hestia where they have been duly documented.

§ 44

1. In the event that the Customer has selected a service method in the insurance contract but wants to settle the partial loss on the basis of a cost estimate method, ERGO Hestia shall, at the Customer's request, define the scope of damage based on the latter method.
2. If the total costs of repairing the vehicle exceed the value set using the cost estimation method, the Customer is required to submit a set of invoices regarding the working hours, spare parts and materials (including paints). Only in that case will such costs be taken into account in connection with specifying the scope of damage.
3. In the case of the vehicle's repair made without prior consent of ERGO Hestia and documented with invoices, the repair costs shall be verified against the arithmetic mean of prices of repair services charged in the district of the place of residence of the Insured. If the vehicle is leased or constitutes Customer loan collateral, then no more than PLN 110 (gross) for a man-hour of body, paint or mechanical works. Prices of alternative parts and materials (including paints) are verified, as a maximum, up to the gross amounts determined by the car manufacturer, reduced by the amount of wear and tear, as referred to in § 42 section 2.

§ 45

1. If components qualified for replacement have been damaged or repaired earlier, ERGO Hestia shall reduce the amount of compensation according to the extent of the previous damage, regardless of the wear and tear referred to in § 42 section 2.
2. While replacing tyres, battery and exhaust system components, as well as friction components of braking system, determining the amount of compensation shall be based on the price of new components, less the degree of its wear and tear determined in the loss protocol, subject to § 43 section 2 item 2.

§ 46

The extent of loss in the additional equipment is determined based on prices of items of the same or similar type, quality and class, less the degree of their wear and tear until the date of loss determined in accordance with § 42 section 2. In the case of repairs, the extent of damage shall be determined on the basis of the contractor's documented receipts.

§ 47

1. In the case of damages suffered outside Poland, the Insured shall not make any alterations to the vehicle or attempt to have it repaired without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe journey, the cost of which does not exceed EUR 2,000 (gross). Reimbursement of costs of such repairs takes place in Poland on the basis of original receipts translated into PLN in accordance with table A or table B of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs, subject to section 2.
2. In the case of a loss suffered outside Poland, if the cost of repairs necessary to safely continue the journey is higher than EUR 2,000 (gross), a prior cost arrangement with ERGO Hestia is necessary, otherwise the reimbursement shall be made only up to the costs of a similar repair that would have been performed within the territory of Poland. Reimbursement of costs of such repairs takes place on the basis of original receipts translated into PLN in accordance with table A or table B of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs.
3. Under the Motor Hull Insurance contract, in Option II Cost Estimate, receipts are the basis for determining the scope of repairs, and the amount of reimbursement of costs for repairs performed outside Poland is determined in accordance with the cost estimate method described in § 42.
4. If the vehicle's repair carried out abroad without the consent of ERGO Hestia is not necessary to continue safe journey, and its costs are higher than the costs of such repairs within the territory of Poland, a claim for compensation above the amount of repair within the territory of Poland shall not be acknowledged by ERGO Hestia.

§ 48

ERGO Hestia has the right to examine whether a repair is in compliance with the extent and qualification given in the loss protocol and submitted receipts or invoices for the repair, including verification of the class of the parts used for repair of the vehicle. In case any discrepancies are found as a result of verification, ERGO Hestia determines the amount of compensation based on the actual scope and repair method, no higher than the one corresponding to the extent of damage prior to the repair, as specified in the loss protocol.

Personal Accident Insurance of the Driver and Passengers

§ 49

1. In Personal Accident Insurance of the Driver and Passengers, ERGO Hestia shall pay the benefit for death as a result of accident only if it occurred within a year from the date of accident and is a consequence of bodily injuries suffered as a result of the accident.
2. The determination of the causal relationship between the accident and the loss and the type of permanent disablement shall be done based on evidence and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to organ or system, the function of which were damaged before the accident, the disablement degree shall be determined as the difference between the disablement before and after the accident. ERGO Hestia shall take into account the events which occurred during one year before the accident date.
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 for the purposes of determining the degree of permanent disablement.
6. Medical treatment expenses are paid to the Insured or another person who incurred the expenses:
 - 1) if they were incurred in a period no longer than 2 years from the date of accident;
 - 2) against receipts or invoices;
 - 3) in the amount which has not been and shall not be covered by general health and social insurance.
7. 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.

§ 50

1. Daily allowance for temporary incapacity to work or study is paid based on a medical certificate or a certificate of temporary incapacity to work from the Social Insurance Institution.
2. ERGO Hestia has the right to refuse to pay benefits or a part thereof if it finds out that at the time of incapacity to work or study the Insured failed to comply with the conditions set out in the certificate.

§ 51

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

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

Luggage and Cargo Insurance

§ 52

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

Legal Protection Insurance

§ 53

1. In the Legal Protection Insurance, the fee of the attorney or legal counsel is determined in accordance with the provisions regulating the amounts of fees for their activities, applicable in the territory of Poland, at the minimum rate.
2. If the amount of costs and expenses listed in the table in § 22 section 1 in a given case does not result from legal provisions, they shall be reimbursed by ERGO Hestia according to the arithmetic average of the amount of costs and expenses incurred in the jurisdiction of the court settling the matter.
3. Reimbursement of the costs referred to in section 1 includes the tax on goods and services if the person covered by insurance is not eligible for deduction of output tax by the amount of input tax (the right to a VAT tax deduction). Otherwise, the refund shall be made in the amount not inclusive of VAT.
4. ERGO Hestia bears the costs of the case that arise after reporting a claim by the person covered by insurance if they are necessary and legally justified for representing the legal interests of persons covered by insurance.
5. Costs of the case are covered by ERGO Hestia on the basis of documents confirming the fact of their incurring or the payment obligation of the person covered by insurance, resulting from a call for payment issued by the court or the body conducting the proceedings.
6. Costs of translation of documents required for the purpose of the case are reimbursed by ERGO Hestia only up to the amount agreed upon in writing with the person covered by insurance, maximally up to 2.5% of the sum insured per one case.
7. ERGO Hestia bears the costs of enforcement proceedings up to 10% of the sum insured per one case.

VI. Insurance premium

§ 54

1. The amount of the premium shall be determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium depends on:
 - 1) the risk level assessment with the requested scope of insurance;

- 2) the premium payment method (i.e. whether the premium is paid on a lump-sum basis or by instalments);
 - 3) the insurance period and option;
 - 4) the amount of the sum insured;
 - 5) the history of insurance contracts concluded with ERGO Hestia as regards the insured risks.
3. If the Customer receives a discount based on incorrect data, ERGO Hestia may request the reimbursement of discount amount together with interest.
 4. The amount of premium in the Motor Hull Insurance also depends upon:
 - 1) the brand, model, year of production of the vehicle;
 - 2) the region where the place of residence of the Insured is located;
 - 3) the age of the Insured;
 - 4) the period of holding a driving license of a given category by the Insured;
 - 5) no-claim continuation of ERGO Hestia Motor Hull Insurance by the Insured;
 - 6) insurance history;
 - 7) the amount of minimum premium.
 5. While determining the insurance premium in the Motor Hull Insurance, it is necessary to take into account the decrease in the market value of the vehicle throughout the duration of the insurance contract.
 6. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract.

§ 55

Claim-free continuation of insurance with ERGO Hestia means concluding another insurance contract for the same vehicle if:

- 1) during the term of previous insurance contract for the vehicle no loss occurred for which ERGO Hestia is liable; or
- 2) the period between the last day of the insurance period under the previous insurance contract and the first day of the insurance period under the new insurance contract is no longer than 30 days.

§ 56

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

VII. Termination of the contract

§ 57

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer has the right to withdraw from the contract within 30 days of its conclusion. If ERGO Hestia fails to inform the Customer being a consumer about their right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer being a consumer learns about this right.

2. Any Customer who has concluded the insurance contract remotely may withdraw from it within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration of withdrawal is sent before the lapse thereof.
3. Such a withdrawal does not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia.
4. The Customer may file the withdrawal notice:
 - 1) through the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling 801 107 107 or 58 555 5 555; or
 - 5) in writing — to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot.
5. Upon the transfer of the ownership title to vehicle:
 - 1) from the lessor to the lessee;
 - 2) from the bank to the borrower;

rights and obligations under the insurance contract are transferred to the buyer of the vehicle. Upon the transfer of ownership title to the vehicle, the Customer may terminate the insurance contract.
6. The insurance relationship is terminated upon the deregistration of the vehicle.

VIII. Final provisions. Sanctions

§ 58

If the Insured is a person providing funding under a lease agreement or a creditor to whom the vehicle has been transferred, the provisions concerning the Insurance Coverage against the Loss of No Claims Discount, the Personal Accident Insurance of the Driver and Passengers, the Luggage Insurance, the Additional Equipment clause and the Insurance Coverage against the Loss of No Claims Discount clause shall apply to the vehicle user acting as a Customer.

§ 59

1. The Customer, the Insured, the assured or the beneficiary under the insurance contract, a person pursuing claims under the provisions of the Act on Third-Party Liability Insurance, as well as persons seeking insurance coverage or insurance guarantee buyers may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5 555;
 - c) in writing — to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing — during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.

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

§ 60

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

§ 61

1. Insurance contracts are concluded under the Polish law.
2. Disputes arising out of an insurance contract shall be resolved according to the Polish law.
3. A legal action for a claim under an insurance contract may be brought by either party in accordance with the provisions on general jurisdiction or to a court competent for the place of residence or registered office of the Customer, the Insured, or the beneficiary under the insurance contract.
4. A legal action may also be brought by either party either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
5. Both parties to the insurance contract may refer any disputes arising therefrom to arbitration.

6. Any and all disputes arising out of the insurance contract between the Customer, the Insured or any other beneficiary under the insurance contract being an individual and the ERGO Hestia may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.
7. Considering that insurance contracts concluded by ERGO Hestia cannot be used to clear transactions subject to sanctions, prohibitions and restrictions under international or national law ("Sanctions"), including Sanctions imposed by the European Union, the United Nations or the United States of America, ERGO Hestia shall not be considered a provider of insurance coverage or obliged to pay for any benefit or ensure or provide any benefit in connection with insurance coverage to the extent that the provisions of insurance coverage, payment, or ensuring/providing other benefits in connection with the insurance coverage could result in a violation of any of the aforementioned Sanctions, provided that compliance with such Sanctions is not in conflict with any laws applicable to ERGO Hestia.

§ 62

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

Piotr Maria Śliwicki



President of the Management Board

Adam Roman



Member of the Management Board

Appendix 1 to the General Terms and Conditions of Moja Firma Insurance

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

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

Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Partial loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%
Post-traumatic loss/damage of body part or complete muscle rupture	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V — for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%
Sutured wounds, frostbite or burn	
Cut of face, neck, forearm, and palm	2%
Lacerated wound (e.g. as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
3rd degree frostbites (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree frostbites (including face, neck, forearms and palms) for each percentage of the body surface	2%
3rd degree burns (excluding face, neck, forearms and palms) for each percentage of the body surface	1%
3rd degree burns (including face, neck, forearms and palms) for each percentage of the body surface	2%
Fracture	
Cranium	4%

Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
Facial skeleton — mandible, maxilla	6%
Jugular bone	3%
Nasal bones — without disfigurement of the nose shape	1%
Nasal bones — with disfigurement of the nose shape, though the operation	3%
Sternum	4%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	2%
Spinal column	8%
Other fractures	1%
Dislocations	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes II to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
Rotations	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%
Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
Joints of fingers III to V (for each finger)	1%
Post-traumatic complete loss of permanent teeth (for each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%

Types of disablement covered by the scope of personal accident insurance	PERCENTAGE OF THE SUM INSURED PAID OUT BY ERGO HESTIA
Partial loss of incisor or canine	0.5%
Loss of bodily function: complications, illness	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%

