



# All about Third Party Liability Insurance for Motor Vehicle Owners Abroad

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- Insurance Product Information Document
- General Terms and Conditions of Insurance

# No Claims Discount Bonus Protection Insurance

## Insurance Product Information Document

**ERGO**  
HESTIA®

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

**Product:** No Claims Discount Bonus Protection Insurance

Full details are provided in the **General Terms and Conditions of No Claims Discount Bonus Protection Insurance** dated 1 April 2025 (code: AB-OUZOC-01/25). The terms used in this document shall have the meanings assigned to them in the General Terms and Conditions of Insurance.

### What is this type of insurance?

The No Claims Discount Bonus Protection Insurance for claim-free continuation of motor vehicle liability insurance with the Insurer (Group 10 of liability insurance of all types from section II of the Appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).



#### What is insured?

- ✓ The insurance covers the third-party liability of any person who, while operating a motor vehicle during the period of insurance coverage, causes damage in connection with the use of that vehicle outside the territory of the Republic of Poland, in the territory of countries whose national bureaux are signatories, on the date the insurance contract is concluded, to the Multilateral Agreement referred to in the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau.
- ✓ The sum insured shall not be lower than:
  - a) in the case of personal injury – PLN 29,876,400 per incident, regardless of the number of injured parties,
  - b) in the case of property damage – PLN 6,021,600 per incident, regardless of the number of injured parties.
- ✓ Compensation shall be determined and paid within the limits of the civil liability of the vehicle owner or driver as specified by the law of the place where the event occurred, but not exceeding the limits and conditions stipulated in the legal regulations of the country in which the incident took place, or the sum insured and conditions set out in the insurance contract, whichever is lower.



#### What is not insured?

##### Third Party Liability Insurance for Motor Vehicle Owners Abroad does not cover:

- ✗ third-party liability of the carrier;
- ✗ liability for damage to the vehicle that caused the loss;
- ✗ personal injuries sustained by the party responsible for the accident.



#### Are there any restrictions on cover?

##### Third Party Liability Insurance for Motor Vehicle Owners Abroad does not cover liability for:

- ! the consequences of failing to present valid International Motor Insurance Certificate (Green Card) documents to the competent authorities when entering, staying in, or leaving the territories of the countries listed on the certificate.



#### Where am I covered?

- ✓ The insurance is valid outside the territory of the Republic of Poland, in the countries whose national bureaux were signatories, on the date of conclusion of the insurance contract, to the Multilateral Agreement referred to in the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau.



#### What are my obligations?

##### Obligations at the beginning of the insurance contract:

- If the insured is also the policyholder they are obliged to inform the Insurer of all circumstances known to them which were requested by the Insurer in the insurance offer form or in other correspondence prior to the conclusion of the insurance contract in other documents; Where the insurance contract is concluded for the account of another person, this obligation rests with both the Policyholder and the Insured, unless the Insured was unaware that the contract had been concluded for their account.

##### Obligations during the term of the insurance contract:

- The Insured, who is also the Policyholder, is obliged to pay the insurance premium,
- An Insured who is also the Policyholder is obliged to notify the Insurer without delay of any changes in circumstances as soon as they become aware of them. In the case of an insurance contract concluded on behalf of another person, this obligation applies to both the Policyholder and the Insured, unless the Insured was unaware that the contract had been concluded on their behalf.

##### When a claim is reported, the Insured is obliged to:

- An Insured who is involved in an incident is required to take all necessary measures to ensure safety at the scene, to mitigate the consequences of the event, to provide medical assistance to the injured, and, as far as possible, to protect the property of the injured parties and prevent further damage. The Insured must also immediately notify the police of the incident if there were casualties or if the circumstances suggest that a criminal offence may have been committed.
- An Insured involved in the incident and covered by the insurance must provide the other parties involved with the information necessary to identify the insurer, including the details of the insurance contract, and must promptly notify the insurer of the incident, providing all relevant explanations and available information.
- An Insured whose liability is covered by compulsory insurance, as well as any person making a claim, must present to the insurer, the Insurance Guarantee Fund, or the Polish Motor Insurers' Bureau any available evidence relating to the incident and the damage, and facilitate the determination of the circumstances of the incident and the extent of the damage. They must also assist the insurer, the Insurance Guarantee Fund, or the Polish Motor Insurers' Bureau in pursuing claims against the party responsible for the damage.

**When and how do I pay?**

The insurance premium must be paid in the amount and by the dates specified by the parties in the insurance contract (on the policy/certificate). Payment may be made either as a lump sum or in instalments. Payment may be made, depending on the agreement of the parties, by bank transfer to a dedicated bank account, or alternatively, in cash through an intermediary.

**When does the cover start and end?**

The insurance contract is concluded for a period of 12 months or less. The insurer's liability begins at the moment the insurance contract is concluded and the insurance premium or its first instalment is paid. If the insurance contract specifies a later due date for the payment of the premium or its first instalment, the insurer's liability commences at the time the contract is concluded. Insurance cover terminates upon the expiry of the period for which it was concluded.

**How do I cancel the contract?**

If the insurance contract is concluded for a period longer than six months, the Policyholder may withdraw from the contract within 30 days from the date of its conclusion, or within 7 days if the Policyholder is an entrepreneur. A Policyholder who has concluded an insurance contract remotely may withdraw from it within 30 days of being informed of the conclusion of the contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later.

# Why choose ERGO Hestia Group?

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1

## **Tailor-made insurance.**

We offer the possibility to individually configure insurance cover.

2

## **Nationwide network of advisors.**

Our customers benefit from the expertise of agents at thousands of sites across the country.

3

## **We have you covered.**

We insure more than 3 million individual clients every year.

4

## **The trust of the largest companies in the market.**

We insure businesses that are crucial to the Polish economy.

5

## **Over 30 years of experience**

We anticipate situations that may affect our clients.

6

## **Highest quality claims handling.**

We settle claims according to a transparent procedure.

7

## **Open dialogue with clients.**

We offer our clients modern and efficient communication channels.

8

## **Complaints management.**

We listen to our clients and analyse complaints to improve our services.

9

## **Client Ombudsman at ERGO Hestia**

We build lasting relationships with our clients, address their issues, and seek solutions.

# General Terms and Conditions of Third Party Liability Insurance for Motor Vehicle Owners Abroad

CODE: AB-ZK-01/25

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## Table of Contents

The following table indicates which of the provisions contained in these General Terms and Conditions of Third Party Liability Insurance for Motor Vehicle Owners Abroad. regulate the matters referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity	2
General provisions	3
Subject and scope of insurance	3
Sum insured	4
Conclusion of an insurance contract	4
Duration of ERGO Hestia's liability	4
Method of determining and paying the premium insurance	5
Rights and obligations of the Policyholder and the Insured	6
Rights and obligations of ERGO Hestia	7
ERGO Hestia's liability and payment of compensation	7
Notifications and declarations	7
Subrogation	7
Final provisions	8
Statement by the Personal Data Controller	10

Poniższa tabela informuje, które z zawartych w niniejszych Ogólnych Warunków Ubezpieczenia Odpowiedzialności Cywilnej Posiadaczy Pojazdów Mechanicznych w Ruchu Zagranicznym postanowień regulują zagadnienia wymienione w art. 17 ust. 1 ustawy z dnia 11 września 2015 r. o działalności ubezpieczeniowej i reasekuracyjnej.

Name of insurance	Editorial unit number	
	Conditions for the payment of compensation and other benefits or the surrender value of the insurance	Limitations and exclusions of the insurer's liability entitling the insurer to refuse the payment of compensation and other benefits or to reduce them
Third Party Liability Insurance for Motor Vehicle Owners Abroad.	Article 2, Article 3(1), Article 3 (5-7)	Article 3 (2-3), Article 3 (8), Article 4, Article 12 (2), Article 12(8), Article 12(10), Article 12 (13), Article 16

## General provisions

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### Article 1

1. Under these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. with its registered office at ul. Hestii 1, 81-731 Sopot, KRS (National Court Register Number) 0000024812, 8th Commercial Division of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, NIP (Tax Identification Number) 585-000-16-90, share capital of PLN 196,580,900 paid in full, hereinafter referred to as "ERGO Hestia", within the scope of its business activities, concludes contracts regarding Third Party Liability Insurance for Motor Vehicle Owners Abroad with natural persons and entrepreneurs, hereinafter referred to as the "Policyholders".
2. ERGO Hestia shall not be liable for the consequences of the failure to disclose, or the misrepresentation of, any circumstances which it inquired about in the insurance application.
3. Policyholders are advised to read these General Terms and Conditions of Insurance carefully before concluding the insurance contract.
4. Please note that the definitions of certain terms may differ from their ordinary meaning or from definitions contained in generally applicable legislation.
5. The Policyholder may conclude an insurance contract for the benefit of another person (the Insured).
6. ERGO Hestia may demand payment of the premium only from the Policyholder, but may also raise any defences affecting its liability against the Insured.
7. The Insured has the right to claim the benefit directly from ERGO Hestia, unless otherwise agreed between the parties. Such an agreement may not be made if the insured event has already occurred.
8. The Insured may request that ERGO Hestia provide information about the terms of the insurance contract and the General Terms and Conditions of Insurance insofar as they relate to the Insured's rights and obligations.
9. ERGO Hestia has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

## Subject and scope of insurance

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### Article 2

Insurance cover under third-party liability insurance for international road traffic includes the liability of any person who, while driving a motor vehicle during the term of the insurance coverage, causes damage in connection with the use of that vehicle outside the territory of the Republic of Poland, in the territory of those countries whose national bureaux were signatories to the Multilateral Agreement on the day the insurance contract was concluded, as referred to in the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (as amended).

### Article 3

1. Under third-party liability insurance for foreign motor vehicle use, compensation is payable if the owner or driver of the vehicle is, under the law of the country where the incident occurred, liable to compensate third parties—i.e., persons who are not party to the insurance contract (not the Policyholder or the Insured)—for damage caused in connection with the operation of the vehicle.
2. Subject to section 4, compensation shall be determined and paid within the limits of the civil liability of the vehicle owner or driver as specified by the law of the place where the event occurred, but not exceeding the limits and conditions stipulated in the legal regulations of the country in which the incident took place, or the sum insured and conditions set out in the insurance contract, whichever is lower.
3. If the statutory limit in the country where the incident occurred is lower than the sum insured agreed in the insurance contract, or if the local legal provisions offer narrower protection than the contract, ERGO Hestia will cover the liability—up to the limit and on the terms specified in the insurance policy.
4. If both the injured party and the owner or driver of the vehicle are Polish citizens and have their permanent residence in Poland, Polish law shall apply to the handling of claims—provided that the law of the place of the event allows such jurisdiction or if the claim is filed in Poland.
5. Unless the local law of the incident states otherwise, if damage is caused by a trailer in motion, third-party liability insurance of the vehicle owner towing the trailer will cover damage caused by the trailer if it:
  - 1) is connected to the towing motor vehicle, or
  - 2) has detached from the towing motor vehicle and is still moving.

6. Unless the law of the incident location provides otherwise, third-party liability insurance of the trailer owner covers damage caused by the trailer only if the trailer:
  - 1) is not connected to the towing motor vehicle, or
  - 2) has detached and come to a complete stop.
7. The principles described in sections 5 and 6 also apply to mechanically coupled vehicles used for towing.
8. In the case of a combination of motor vehicles or vehicles coupled for towing purposes, third-party liability insurance of the motor vehicle owner does not cover liability for:
  - 1) damage caused by the towing vehicle to the trailer or towed vehicle, or
  - 2) damage caused by the trailer or towed vehicle to the towing vehicle.

## Sum insured

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### Article 4

The sum insured shall not be lower than:

- a) in the case of personal injury – PLN 29,876,400 per incident, regardless of the number of injured parties,
- b) in the case of property damage – PLN 6,021,600 per incident, regardless of the number of injured parties.

## Conclusion of an insurance contract

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### Article 5

1. A third-party liability insurance contract for international vehicle use is concluded at the request of the vehicle owner or a person authorised by them.
2. The insurance contract is concluded for a period specified by the vehicle owner, provided that the duration is no shorter than 15 days and no longer than 12 months.
3. ERGO Hestia confirms the conclusion of the insurance contract by issuing a policy and the International Motor Insurance Card (Green Card).
4. In the event of loss or destruction of the insurance documents referred to in paragraph 3, ERGO Hestia shall, upon written request of the vehicle owner or their authorised representative, issue replacement insurance documents for a period not exceeding the duration of cover as specified in the previously concluded insurance contract.

## Duration of ERGO Hestia's liability

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### Article 6

1. RGO Hestia's liability shall commence on the date and time indicated in the insurance contract as the start of the insurance period, provided that the premium or its first instalment is paid within the time limit specified in the contract, subject to sections 2 and 3.
2. If ERGO Hestia assumes liability before payment of the premium or the first instalment and the premium is not paid on time ERGO Hestia shall terminate the contract with immediate effect and demand payment of the premium for the period during which cover was provided. In the absence of notice of termination, the insurance contract shall expire at the end of the period for which the unpaid premium was due.
3. If the premium is paid in instalments, failure to pay a subsequent instalment on time may result in the termination of ERGO Hestia's liability only if, after the due date, ERGO Hestia issues a demand for payment specifying the amount due and stating that failure to pay within 7 days of receipt of the demand will result in termination of liability.
4. If payment is made by bank transfer or postal order, the date of payment shall be deemed the date of submission of the payment order at the bank or post office, provided that the Policyholder's account held sufficient funds at the time of the transfer. Otherwise, the date of payment shall be deemed the date on which ERGO Hestia's account is credited with the appropriate amount.



## Article 7

1. The insurance contract is terminated:
  - 1) upon expiry of the term for which it was concluded,
  - 2) on the date of withdrawal from the contract,
  - 3) on the date the ownership of the vehicle is transferred,
  - 4) on the date the vehicle is deregistered.
2. In each of these cases, the vehicle owner is obliged to return to ERGO Hestia the complete original copy of the International Motor Insurance Card (Green Card) issued in accordance with Article 5(3).

## Article 8

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If, at the latest by the time of conclusion of the contract, ERGO Hestia did not inform the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall begin on the day the Policyholder, as a consumer, became aware of this right.
2. A consumer who has concluded an insurance contract remotely may withdraw from it without giving reasons by submitting a written statement within 30 days from the date of being informed of the conclusion of the insurance contract or from the date of confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, whichever is later. The time limit shall be deemed observed if the statement is sent before its expiry.
3. Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided insurance cover.
4. The Policyholder may withdraw from the contract in the manner set out in Article 15.

## Article 9

1. If the third-party liability insurance contract for international use is terminated before the end of the insurance period specified in the insurance document, ERGO Hestia shall, upon the vehicle owner's request, refund the premium for the unused period of insurance, provided that the grounds for termination specified in Article 7(1)(2)-(4) are duly documented.
2. The refundable portion of the premium is calculated as follows:
  - 1) in the case referred to in Article 7(1)(2): from the day following the submission of the notice of withdrawal,
  - 2) in the case referred to in Article 7(1)(3): from the day following the transfer of ownership,
  - 3) in the case referred to in Article 7(1)(4): from the day following the date indicated in the vehicle deregistration certificate.

## Method of determining and paying the premium insurance

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## Article 10

1. ERGO Hestia calculates the insurance premium after conducting a risk assessment.
2. The insurance premium may be paid in a lump sum or, upon the Policyholder's request, in instalments. The number of instalments, their due dates, and amounts are specified in the insurance contract. Instalment payments are permitted only if the insurance contract is concluded for a period longer than six months.

## Article 11

1. The premium for third-party liability insurance for international use is determined based on the type of vehicle, its engine capacity or load capacity.
2. The base premium is a fixed amount set by ERGO Hestia for a given vehicle type with a specific engine capacity or load capacity, and for the insurance period specified in the contract.
3. The final premium due to ERGO Hestia is calculated by multiplying the base premium by any applicable discounts or surcharges.
4. When determining the premium, the following are taken into account:
  - 1) Surcharges for:
    - a) payment of the premium in instalments,

- b) vehicles used for driving instruction, commercial rental, transportation of goods or hazardous materials, test drives, races, rallies, training sessions, competitions, or as props,
  - c) international freight or passenger transport,
- 2) discounts for lump sum payments.

## Rights and obligations of the Policyholder and the Insured

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### Article 12

1. Drivers of vehicles used internationally must carry the insurance documents referred to in Article 5(3) and present them upon request from the relevant authorities.
2. ERGO Hestia shall not be liable for the consequences of failing to present valid International Motor Insurance Certificate (Green Card) documents to the competent authorities when entering, staying in, or leaving the territories of the countries listed on the certificate.
3. In the event of an accident, the driver must:
  - 1) take appropriate steps to ensure road safety at the scene, mitigate the consequences of the accident, provide medical assistance where possible, and secure the property of the affected parties;
  - 2) prevent further damage where possible and gather evidence to determine the cause and extent of the damage;
  - 3) provide injured parties with all necessary information to identify the insurer, including insurance contract details;
  - 4) in the event of a collision with another motor vehicle, where possible, identify the name of the insurer with whom the owner of the other vehicle involved (the other party to the incident) holds a third-party liability insurance policy;
  - 5) notify the police of an accident involving human casualties or where the circumstances suggest that a criminal offence may have been committed.
4. The owner or driver of the motor vehicle is required to notify ERGO Hestia immediately after the occurrence of damage or upon learning of it, by calling 801 107 107 or 58 555 5 555, or by providing written notice. They must also provide details of the incident and any evidence in their possession relating to the event and the extent of the damage.
5. If a claim for compensation is made against the vehicle owner or driver, they must inform ERGO Hestia immediately and submit documents regarding the circumstances of the incident and the scale of the damage. The owner or driver of the vehicle may not, without the prior consent of ERGO Hestia, make any commitments to claimants or provide any statements accepting liability for the accident.
6. If the injured party initiates legal proceedings against the owner or driver of the motor vehicle, they must notify ERGO Hestia of this without delay. At the request of ERGO Hestia, the vehicle owner or driver is also obliged to grant a power of attorney to a legal representative designated by ERGO Hestia.
7. Unless otherwise provided by the law of the place where the incident occurred, the costs of legal representation in civil proceedings on behalf of the vehicle owner or driver will not be covered without the prior consent of ERGO Hestia.
8. If criminal or administrative proceedings are initiated against the vehicle owner or driver, they must inform ERGO Hestia without delay.
9. ERGO Hestia does not cover the cost of appointing a defence lawyer in criminal proceedings brought against the vehicle owner or driver, nor does it cover any fines, penalties or other compulsory payments imposed on them.
10. The vehicle owner is required to notify ERGO Hestia immediately of the transfer of ownership of the vehicle and to provide the details of the new owner to whom the rights were transferred.
11. The information about the new owner referred to in section 11 includes:
  - 1) full name, address of residence, and PESEL number (if assigned), or
  - 2) company name, registered office, and REGON number.
12. If the Insured, through wilful misconduct or gross negligence, fails to fulfil the obligations set out in sections 1–3, 5–7, and 9, ERGO Hestia shall refuse to pay compensation in whole or in part for damage arising as a result — provided that the failure to fulfil these obligations had an impact on the occurrence or extent of the damage, the determination of the cause or circumstances of the event, or the amount of compensation, and is causally related to the damage.

## Rights and obligations of ERGO Hestia

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### Article 13

Within 7 days of receiving notification of an incident covered by the insurance, ERGO Hestia shall inform the Policyholder and the Insured in writing or by electronic means that the notification has been received and shall indicate which documents are required to determine the compensation due.

## ERGO Hestia's liability and payment of compensation

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### Article 14

1. ERGO Hestia shall pay compensation based on acknowledgement of the claim, following its own findings in the proceedings to determine the facts of the incident, the validity of the claims, and the amount of compensation. Payment shall be made within 30 days of receipt of the claim notification.
2. If it is not possible to clarify all the relevant circumstances or determine the amount of compensation within the period indicated in section 1, payment shall be made within 14 days from the date on which it becomes possible to do so with due diligence.
3. If ERGO Hestia fails to pay compensation within the time limits specified in the insurance contract, it shall notify the claimant in writing of the reasons for its inability to satisfy the claim in full or in part. However, the undisputed portion of the compensation shall be paid within the time limit referred to in section 1.
4. If the claimant is not entitled to compensation, or is entitled to compensation in an amount different from that specified in the claim, ERGO Hestia shall inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the compensation, along with instructions on the possibility to pursue the claim in court.
5. The amount paid by ERGO Hestia shall not exceed the value of the loss incurred.

## Notifications and declarations

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### Article 15

1. All notifications and declarations made by either party to the insurance contract must be submitted in writing and either delivered with acknowledgment of receipt or sent by registered post, subject to section 3.
2. Both parties are obliged to inform each other of any change of residential address or registered office.
3. The parties may agree in the insurance contract that notices and declarations shall be delivered by electronic means (email), text messages (SMS), fax or telephone, to the addresses or telephone numbers indicated in the insurance contract. The delivery of certificates and declarations in these forms may be introduced at any time, upon request or with the consent of the parties.

## Subrogation

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### Article 16

1. ERGO Hestia shall be entitled to seek reimbursement of compensation paid from the driver of the motor vehicle if the driver:
  - 1) caused the damage intentionally, was under the influence of alcohol or intoxicated, or under the influence of drugs, psychotropic substances or substitutes as defined by the legislation on counteracting drug addiction;
  - 2) acquired possession of the vehicle as a result of a criminal offence;
  - 3) did not have the required legal authorisation to drive the motor vehicle, unless they were acting in order to save human life or property, or pursuing a person directly after committing a criminal offence;
  - 4) fled the scene of the incident, where this had an impact on determining the circumstances of the event or the amount of damage.

2. ERGO Hestia shall also have the right to claim reimbursement of compensation paid where the vehicle owner or driver is proven to have falsified the insurance document.
3. The state of intoxication or being under the influence of alcohol, the presence of drugs or psychotropic substances or substitutes, and the possession of a valid driving licence shall be assessed according to the law of the country where the incident occurred.

## Final provisions

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### Article 17

1. The Policyholder, the Insured, the beneficiary, the beneficiary under the insurance contract, the person pursuing claims under the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau, or the person seeking insurance cover or acting as the principal in an insurance guarantee, may file complaints regarding the services provided by ERGO Hestia or by an insurance agent.
2. Rules for lodging complaints regarding services provided by ERGO Hestia and its exclusive agent.
  - 1) A complaint may be submitted:
    - a) – via the form available on ERGO Hestia's website: [www.ergohestia.pl](http://www.ergohestia.pl).  
– to ERGO Hestia's electronic delivery address AE:PL-58185-26619-SWDBT-23
    - b) by telephone at: 58 555 5 555 or 801 107 107
    - c) in writing – by sending a letter to ERGO Hestia's registered office at ul. Hestii 1, 81-731 Sopot
    - d) orally or in writing – during a visit to an ERGO Hestia organisational unit.
  - 2) Complaints shall be handled by the organisational unit established for this purpose by the Management Board of ERGO Hestia.
  - 3) A response to the complaint shall be sent within 30 days of its receipt, either in writing or by electronic mail, at the request of the person submitting the complaint.
  - 4) In particularly complex cases, where it is not possible to consider the complaint and provide a response within the time limit specified above, a response shall be sent within 60 days from the date of receipt of the complaint. The person submitting the complaint shall be informed, within the initial 30-day period, of the need to extend the time limit for providing a response.
  - 5) In non-standard cases, the persons referred to above may contact the Client Ombudsman of ERGO Hestia via the form available at: [www.ergohestia.pl](http://www.ergohestia.pl).
  - 6) A natural person submitting a complaint may apply to the Financial Ombudsman for a review of the case at [www.rf.gov.pl](http://www.rf.gov.pl).
3. Rules for lodging complaints regarding services provided by a so-called multi-agent (an agent acting for ERGO Hestia and other insurers) – to the extent not related to the insurance cover provided. Complaints not related to insurance coverage should be directed to the agent who provided the insurance distribution services. Such complaints are handled directly by this agent. If such a complaint is received by ERGO Hestia, ERGO Hestia will forward the complaint immediately to the agent, at the same time informing the person making the complaint.

### Article 18

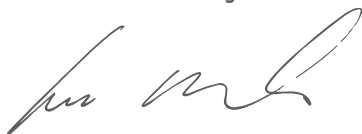
1. Insurance contracts shall be concluded under Polish law.
2. Disputes arising from the insurance contract shall be governed by Polish law.
3. Both parties to the insurance contract may bring a claim arising from the insurance contract in accordance with the general rules of jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, or the beneficiary under the insurance contract.
4. Both parties may also bring a claim under the general rules of jurisdiction or before the court having jurisdiction over the place of residence of the heir of the Insured or the heir of the beneficiary under the insurance contract.
5. Both parties to the insurance contract may also submit disputes to arbitration.
6. Disputes arising from the Insurance Contract between the Policyholder, the Insured or any other beneficiary under the insurance contract, being a natural person, and the Insurer may be recognised by means of out-of-court proceedings before the Financial Ombudsman – ul. Nowogrodzka 47A, 00-695 Warszawa, [www.rf.gov.pl](http://www.rf.gov.pl), which is an entity authorised to conduct out-of-court proceedings pursuant to the provisions of the Act of 5 August 2015 on the Handling of Complaints by Financial Market Entities, on the Financial Ombudsman, and on the Financial Education Fund.

7. In view of the fact that insurance contracts concluded by ERGO Hestia may not be used to settle transactions subject to sanctions, prohibitions, or restrictions under international or Polish law (hereinafter: "Sanctions"), including Sanctions adopted by the European Union, the United Nations, and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit related to the insurance cover—to the extent that the provision of such cover, payment, or benefit would result in a breach of any of the above-mentioned Sanctions—unless compliance with such Sanctions would be contrary to laws applicable to ERGO Hestia.

## Article 19

These General Terms and Conditions of Insurance come into force on 1 April 2025 and apply to insurance contracts concluded from that date.

**President Of The Management Board**



**Artur Borowiński**

**Vice-President of the Management Board**



**Adam Roman**

## Appendix 1 to the General Terms and Conditions of All about Third Party Liability Insurance for Motor Vehicle Owners Abroad.

### Statement by the Personal Data Controller

#### Personal Data Controller

The controller of your personal data is us, i.e. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. You may contact us:

1. in writing – by sending a letter to: ul. Hestii 1, 81-731 Sopot,
2. by telephone – by calling the number: 801 107 107 or 58 555 55 55,
3. electronically – to the electronic delivery address AE:PL-58185-26619-SWDBT-23.

#### Data Protection Officer

We have appointed a Data Protection Officer to support us in meeting our data protection obligations.

You can contact them for any matters relating to the processing of your personal data and the exercise of your rights in this respect:

1. in writing – by sending a letter to: ul. Hestii 1, 81-731 Sopot,
2. electronically – to the following email address: [iod@ergohestia.pl](mailto:iod@ergohestia.pl) or to the electronic delivery address AE:PL-58185-26619-SWDBT-23,
3. through the contact form – in the section Personal Data Protection at [www.ergohestia.pl](http://www.ergohestia.pl).

#### Purposes of Personal Data Processing

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
Assessment of insurance risks for the purpose of presenting an insurance offer and concluding an insurance contract	<p>We use profiling to determine insurance premiums. We make decisions related to profiling on the basis of:</p> <ol style="list-style-type: none"> <li>a) data from the previous insurance contract,</li> <li>b) information collected during the preparation of the offer and conclusion of the insurance contract, and</li> <li>c) data obtained from: the Insurance Guarantee Fund, the Insurance Database, the Central Vehicle Register, the Central Driver Register, Statistics Poland, the Chief Inspectorate of Road Transport, the Central Registration and Information on Business Activity, DataWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, the Credit Information Bureau, or the National Debt Register (if you provide separate consent).</li> </ol> <p>The data we obtain is adequate for the assessment of insurance risk.</p> <p>If an insurance contract is concluded via the Yanosik application, we use profiling to determine the amount of the insurance premium. We make automated decisions based on the assessment of the driving style monitored by the application.</p> <p>For example, the greater the number of claims recorded in the insurance history or the higher the driving dynamics, the greater the insurance risk may be, and thus the higher the insurance premium may become.</p>
Verifying and ensuring the accuracy of identification data	<p>The data of natural persons who conduct sole proprietorships, obtained from Statistics Poland, includes: NIP (Tax Identification Number), REGON (National Business Register Number), PKD (Polish Classification of Activities), address of the registered office, form of activity and date of commencement.</p> <p>In the case of vehicle insurance, from the Central Vehicle Register and the Central Driver Register we obtain:</p> <ol style="list-style-type: none"> <li>a) data of natural persons: PESEL number or document number (in the case of foreigners), first name, surname, address, information regarding the right to drive vehicles, and information on traffic law violations,</li> <li>b) data of natural persons conducting sole proprietorships: business name, REGON number, and registered business address.</li> </ol>
Reinsurance of risks	<p>We reduce the insurance risk associated with concluding the insurance contract and providing insurance cover.</p>
Performance of the insurance contract, including settlement of claims	<p>In order to determine the claims settlement path, we apply profiling based on data collected during the claims notification process and information contained in our databases.</p> <p>For example, if no claims have been reported under a given policy in the past year, the claim may be settled in a simplified manner, without the need for an inspection by our representative.</p>
Assertion of claims	<p>If a dispute arises between us, we may pursue our claims or decide to transfer the claim to another entity.</p>
Direct marketing of own products and services	<p>We analyse your data in order to communicate with you more effectively and apply profiling, including the creation of marketing profiles.</p>

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
Prevention of insurance fraud	Where necessary, we process data to prevent fraud and to protect our operations against misuse for criminal purposes.
Handling complaints, requests and enquiries	We process complaints and appeals relating to our services, as well as respond to requests and enquiries addressed to us.
Fulfilment of legal obligations	Including obligations related to sanctions introduced by the United Nations, the European Union, or the United States of America.
Analysis and statistics	As part of our insurance activities, we carry out internal analyses and statistical research.
Purposes expressed in consent	If you provide your consent, we will process your personal data for the purposes specified in the consent, other than those listed above.

### Sources of your personal data for the purpose of concluding a contract on your behalf

In order to conclude an insurance contract on your behalf, we may obtain from the Policyholder such personal data as your first name, surname, PESEL number, and contact details.

### Legal basis for the processing of your personal data

1. **Necessity for the conclusion and performance of the insurance contract**, the provision of insurance cover and the performance of the contract;
2. **Legitimate interests of the data controller** such as direct marketing of the controller's own services, assertion of claims, prevention and prosecution of offences committed against the insurance company, reduction of insurance risks associated with the conclusion of an insurance contract, prevention of insurance crime, analysis and statistics;
3. **Fulfilment of the data controller's legal obligations** (under national and international law, including European Union law) such as processing on the basis of accounting regulations and handling complaints related to reporting to public authorities, including supervisory authorities and other entities;
4. **Legitimate interest of a third party**, i.e. the parent company of the MunichRe Group (of which we are a part), as an entity directly obliged to apply the sanctions of the United States of America and to ensure their compliance by related parties;
5. **Consent** – if voluntarily given.

### Recipients of your personal data

Your personal data may be transferred to:

- Entities that process personal data on our behalf, such as IT service providers (including cloud service providers), insurance agents, entities conducting claims adjustment procedures, or providing archiving services on our behalf. These entities process data on the basis of a contract with us and only in accordance with our instructions,
- Entities pursuing debt collection,
- to reinsurance companies,
- Other insurance companies, if you have given separate consent,
- Other entities, if you have given separate consent,
- Other data controllers in the case of our legitimate interest.

If you give your consent, we may also transfer your data to other insurance companies for the purpose of assessing insurance risk and to entities within the ERGO Hestia Group for the purpose of direct marketing of their products and services.

### Transfer of your personal data outside the European Economic Area (EEA) and applicable conditions

We may transfer your personal data outside the European Economic Area (EEA) only if necessary and provided that an adequate level of protection is ensured.

We may transfer data to a third country:

- with an adequate level of data protection, confirmed by a European Commission decision, or
- using standard contractual clauses approved by the European Commission.

Recipients of data in third countries may include:

- state authorities designated by law to collect information about the incident,
- state authorities conducting proceedings related to the reported incident in that country, or

- entities providing assistance services or other services in that country in order to assist the claimant or mitigate the consequences of the damage.

We will transfer your personal data if it is necessary:

- for the performance of the insurance contract concluded with you,
- for the performance of a contract concluded between us and another individual or legal entity in the interest of the data subject,
- for the establishment, exercise, or defence of legal claims.

We may also outsource certain services or IT tasks to service providers located outside the EEA, provided that data protection principles are observed. You may request further information on the methods used to safeguard your data or where to access copies of those safeguards.

#### **Data subject rights in relation to personal data processing**

1. **Right to withdraw consent** – if you withdraw your consent to data processing, this will not affect the lawfulness of actions taken before withdrawal.
2. **Right of access to personal data** (information about the processed data, copy of the data) and right to request rectification (amendment), erasure or restriction of processing.
3. **Right to object to the processing of personal data** – you may object to the processing of your personal data where we process it for direct marketing purposes (including profiling).
4. **Right to data portability** – you may receive your personal data in a structured, commonly used, machine-readable format and transfer it to another data controller.
5. **Right to lodge a complaint with the supervisory authority** dealing with personal data protection.
6. **Right to obtain an explanation regarding automated decision-making** – if profiling (i.e. automated decision-making) is used, you have the right to:
  - receive an explanation regarding the basis of the decision,
  - challenge the decision,
  - express your own position,
  - request a review of the data and the decision by a human.

To exercise these rights, please contact us.

#### **Retention period of your personal data**

If we have concluded an insurance contract, your personal data will be retained until the expiry of the limitation period for claims arising from the insurance contract or until the expiry of the data retention obligation imposed by law (e.g. retention of accounting documents related to the insurance contract).

If no insurance contract has been concluded, personal data will be retained until the expiry of the limitation period for claims arising from the submitted application.

If you have given appropriate consent, personal data will be processed for the purposes specified in the consent (e.g. for marketing purposes) until the consent is withdrawn.

Data will be processed for analytical and statistical purposes for 12 years from the date of termination of the insurance contract.

#### **Information about the requirement to provide data**

Providing personal data in connection with the insurance contract is necessary for its conclusion and performance, as well as for the assessment of insurance risk. Without this data, we cannot conclude the contract, present an offer, or carry out the claims settlement process.

If personal data is required to handle a complaint and is not provided, we will not be able to consider the complaint.

Providing personal data for marketing purposes is voluntary.