



All about Third Party Liability Discount Protection Insurance



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

Discount Protection Insurance

ERGO
HESTIA®

Document containing information on the insurance product







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

**Product: Third Party Liability Discount Protection
Insurance**

Full details are given in the General Terms and Conditions of Discount Protection Insurance dated 8 October 2023 (code: AB-OUZOC-01/23). The terms used herein shall have the meaning specified in the GTCI.

What kind of insurance is this?

The insurance cover the loss of premium discounts for the continuation of Motor Vehicle Owner Third Party Liability insurance with the Insurer with no losses on record (Group 10 of all types of third party liability insurance from Section II of the Appendix to the Act of 11 September 2015 on Insurance and Reinsurance Activities).

	<p>What is the subject of insurance?</p> <ul style="list-style-type: none"> ✓ The Third Party Liability Discount Protection Insurance includes, when concluding a Third Party Liability Insurance agreement for a consecutive twelve-month period of insurance with ERGO Hestia, coverage to the following extent: if during the period of coverage, one loss is reported under the Third Party Liability Insurance, then the vehicle owner who concludes a Third Party Liability Insurance agreement for a consecutive twelve-month period of coverage will have, when calculating the amount of premium for the concluded Third Party Liability Insurance agreement, their insurance record maintained at the current level without taking into account the increase due to the occurrence of this loss. ✓ The sum insured is not determined in the third party liability insurance discount protection insurance. 	<p>What is not covered by the insurance?</p> <ul style="list-style-type: none"> ✗ Maintaining an insurance record without any losses at the current level does not apply to other motor insurance risks apart from motor vehicle owner's liability
		<p>What are limitations on insurance coverage?</p> <ul style="list-style-type: none"> ! No maintenance of an insurance record without any losses at the current level when continuing the insurance with the Insurer if, during the period of motor vehicle owner third party liability insurance, there is more than one loss resulting in the payment of compensation.
	<p>Where is the insurance valid?</p> <ul style="list-style-type: none"> ✓ The third party liability discount insurance is valid in the territory of Poland and, on the basis of reciprocity, also in the territory of countries whose national offices are signatories of the Multilateral Agreement. 	
	<p>What are the obligations of the Insured?</p> <ul style="list-style-type: none"> – The Insured being the Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the proposal form or prior to the conclusion of the agreement in other letters; if the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded on their behalf. <p>During the term of the insurance agreement, the Insured:</p> <ul style="list-style-type: none"> – being simultaneously the Policyholder is obliged to pay the premium; – being simultaneously the Policyholder is obliged to notify any changes in circumstances as soon as they become aware of them. 	
	<p>How and when should premiums be paid?</p> <p>The insurance premium shall be paid in the amount and on the dates specified by the Parties in the insurance agreement; the payment may be one-off or in instalments. Depending on what is agreed between the parties to the insurance agreement, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an insurance intermediary.</p>	
	<p>When does the insurance coverage start and end?</p> <p>The insurance agreement is concluded for 12 months. The liability of the Insurer shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, but not earlier than from the day following the payment of the premium or its first instalment. The insurance cover ends at the end of the period for which it was taken out.</p>	
	<p>How can the agreement be terminated?</p> <p>If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder may withdraw from it within 30 days from the day of its conclusion, or, if the Policyholder is an entrepreneur, within 7 days from the day of conclusion of the insurance agreement. The Policyholder who concluded a remote agreement shall have the right to withdraw from the agreement within 30 days from being notified about the conclusion of the insurance agreement or from the date of the confirmation of the information referred to in Article 39(1) of the Consumer Rights Act of 30 May 2014, provided that it is a later date.</p>	

Why ERGO Hestia Group?

1

Insurance tailored to your needs.

We enable you to customise your insurance coverage.

2

A nationwide network of advisors.

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

3

We protect you.

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

4

Trusted by the largest market players.

We protect companies that are key to the Polish economy.

5

25 years of experience.

We anticipate situations that may occur to our Clients.

6

Top quality of loss adjustment.

Our loss adjustment procedures are transparent.

7

Open dialogue with our Clients.

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

8

Complaint management.

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

9

ERGO Hestia Customer Ombudsman.

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



General Terms and Conditions of Third Party Liability Discount Protection Insurance

CODE: AB-OUZOC-01/23

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The following table indicates which of the provisions contained in these General Terms and Conditions of Insurance of Third Party Liability Discount Protection Insurance regulate the issues listed in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities.

Name of the insurance	Number of the model's editing unit	
	Reasons for the payment of compensation and other benefits or the surrender value of insurance	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits
Third party liability discount protection	§ 5	-

General Provisions

Insurance agreement

§ 1

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

§ 2

1. Who is the controller of your personal data?

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

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

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

2. Who is the Personal Data Officer?

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

Contact details of the Data Protection Officer

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

Email address: iod@ergohestia.pl

3. For what purposes are your personal data processed?

Your personal data are processed for the following purposes:

- 1) **conclusion and performance of an agreement, presentation of an insurance proposal;** profiling is used to determine the insurance premium. Decisions related to profiling will be made on the basis of data collected in the process of creating an insurance proposal and concluding an agreement, information obtained through the Insurance Guarantee Fund, Insurance Database of the Central Vehicle Register, Central Driver Register, Central Statistical Office, Central Inspectorate of Road Transport, Central Register and Information Centre on Economic Activity, DateWise, CatNet, Aon Benfield, Google Maps, OpenStreetMap, Credit Information Bureau and/or National Debt Register (if separate consent is given). The data extracted from the aforementioned databases will be relevant to risk assessment. For example, the more losses you have on your insurance record, the higher is the insurance risk, and therefore the higher may be the insurance premium. If a loss is reported, profiling is used to determine the loss adjustment path. The choice of the liquidation path will be made based on the data collected in the loss reporting process and the loss data stored in the controller's

databases. For example, if no loss has been reported under the policy in the last year, it is likely that the loss will be liquidated in a simplified way and, therefore, without the need for an ERGO Hestia representative to inspect the vehicle or the property,

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

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

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

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

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

Legal grounds for data processing:

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

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

Your personal data may be transferred to:

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

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

Transfer of data outside the European Economic Area

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

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

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

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

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

7. Other information

For how long will your personal data be stored?

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

Information about the requirement to provide data

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

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

Providing personal data for marketing purposes is voluntary.

Definitions

§ 3

The terms used in these General Terms and Conditions of Insurance shall have the following meaning:

1. vehicle	a vehicle registered in the territory of Poland in accordance with the Road Traffic Law Act of 20 June 1997, whose owner is insured for Third Party Liability of Motor Vehicle Owners in ERGO Hestia, as specified in the insurance agreement,
2. loss	a non-material consequence of an event covered under a third party liability insurance agreement or a non-material consequence of an event or a loss in assets reported as a claim under this third party insurance agreement.

Subject and scope of insurance

§ 4

At the request of the Policyholder, against payment of a premium, ERGO Hestia concludes an insurance agreement with the Policyholder to protect the discount for no losses reported as part of insurance of Third Party Liability of Motor Vehicle Owners.

§ 5

The Third Party Liability Discount Protection Insurance includes, when concluding a Third Party Liability Insurance agreement for a consecutive twelve-month period of insurance with ERGO Hestia, coverage to the following extent: if during the period of coverage, one loss is reported under the Third Party Liability Insurance, then the vehicle owner who concludes a Third Party Liability Insurance agreement for a consecutive twelve-month period of coverage will have, when calculating the amount of premium for the concluded Third Party Liability Insurance agreement, their insurance record maintained at the current level without taking into account the increase due to the occurrence of this loss.

Method of determining and paying the insurance premium

§ 6

The premium is payable as a single payment and, at the request of the Policyholder, the premium may be divided into instalments.

§ 7

The following should be considered when determining the premium amount:

- 1) period of insurance,
- 2) a premium surcharge for the payment of the premium in instalments.

Concluding the agreement for the account of a third party

§ 8

1. The Policyholder may conclude the insurance agreement for the account of a third party.
2. In the case of concluding the insurance agreement for the account of a third party, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder shall deliver the General Terms and Conditions of Insurance to the Insured prior to the Insured's consent. The Insured must confirm the receipt of the General Terms and Conditions of Insurance in writing. The Policyholder must provide ERGO Hestia with a document with such a confirmation.
3. ERGO Hestia may assert a claim for the payment of the premium only against the Policyholder.

Termination of the insurance agreement

§ 9

1. If the insurance agreement is concluded for a term longer than 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, or if the Policyholder is an entrepreneur – within 7 days following the conclusion of the insurance agreement. If ERGO Hestia did not inform the Policyholder being a consumer about the right to withdraw from the agreement at the latest upon conclusion of the agreement, the 30-day period shall run from the day on which the Policyholder being a consumer became aware of this right.
2. A consumer who has concluded a remote insurance agreement may withdraw from it without stating reasons by submitting a statement in writing within 30 days from the date of being informed about the conclusion of the insurance agreement or from the date of confirming the information referred to in Article 39(1) of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827), if this is a later date. The time limit shall be deemed to have been observed if the statement was sent prior to its expiry.
3. Withdrawing from the insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
4. The Policyholder may submit a withdrawal notice in the manner specified in § 10(1) or (3).
5. Should the vehicle be sold or deregistered, the third party liability discount protection insurance agreement shall be terminated. ERGO Hestia shall return the premium for the unused insurance period.
6. In the event of transfer of ownership of the vehicle:
 - 1) from the lessor in a lease agreement to the lessee,
 - 2) from the bank to the borrower,
 the insurance agreement shall not be terminated. After the ownership of the vehicle has been transferred, the Policyholder shall be entitled to terminate the insurance agreement with effect from the date of delivery of the Policyholder's statement to ERGO Hestia.

Final provisions

§ 10

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

§ 11

1. The Policyholder, the Insured, the beneficiary or any person eligible under the insurance agreement, the person who asserts claims under the Polish Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the entity seeking insurance or the insurance guarantee applicant may lodge complaints regarding services provided by ERGO Hestia or the insurance agent.

2. The rules for lodging complaints regarding services provided by ERGO Hestia and an exclusive agent of ERGO Hestia, i.e. acting solely on behalf of or for the benefit of one ERGO Hestia:
 - 1) A complaint may be lodged as follows:
 - a) through the form available at www.ergohestia.pl;
 - b) by phone, at the following number: 801 107 107 or 58 555 5 555;
 - c) in writing, to the registered office address of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) by word of mouth or in writing during a visit to an office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints are handled by an organisational entity established for this purpose by the Management Board of ERGO Hestia.
 - 3) The reply to the complaint shall be sent within 30 days from the date of its receipt in writing or by means of any other durable medium or by e-mail, at the request of the complaining party.
 - 4) In particularly complex cases that prevent the examination of the complaint and reply within the period specified above, the reply shall be sent within 60 days from the receipt. The complaining party shall be informed about the need to extend the period for responding to the complaint within a 30-day period.
 - 5) In non-standard cases, the persons listed in section 1 may contact the ERGO Hestia Customer Ombudsman via the form available at www.ergohestia.pl.
 - 6) Any natural person making a complaint may request the Financial Ombudsman www.rf.gov.pl to review the case.
3. The rules for lodging complaints regarding services provided by a multiagent, i.e. an agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to the insurance cover provided.

Complaints within the scope unrelated to the insurance coverage shall be filed directly to the agent who has provided insurance distribution services. Complaints are considered directly by this agent. If such a complaint is submitted to ERGO Hestia, ERGO Hestia shall immediately forward the complaint to the agent, notifying the complaining party at the same time.

§ 12

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

United Nations and the United States of America, ERGO Hestia shall not be deemed to have provided insurance cover and shall not be obliged to make any payment in respect of any claim or to provide or grant any benefit in connection with insurance cover, to the extent that the provision of insurance cover, payment or provision of any other benefit in connection with insurance cover could result in a breach of any of the Sanctions indicated above, unless compliance with such Sanctions is contrary to the laws applicable to ERGO Hestia.

§ 13

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

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

KM/OW110/2310

