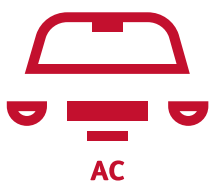




All about Motor Hull Insurance



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

of Motor Hull Insurance

ERGO
HESTIA®

Document containing information on the insurance product

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


**Product: Motor Vehicle Insurance against Loss,
Damage or Destruction (Motor Hull Insurance) for
Corporate Clients**

Full details are set out in the **General Terms and Conditions of Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage (Motor Hull Insurance) for Corporate Clients** dated 8 October 2023 (code: AB-AC-01/23). The terms used herein shall have the meaning specified in the GTCI.

What kind of insurance is this?

Insurance of a motor vehicle and its equipment against fortuitous events (Group 3 property insurance from Section II of the Annex 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 insurance is addressed to owners of motor vehicles. ✓ The insurance of motor vehicles with basic equipment covers the risk of damage, loss or total destruction of the insured item, as a direct consequence of fortuitous events; the insurance also covers the costs of carrying out technical inspections following the loss covered by the insurance, provided that the obligation to carry out inspections is imposed by law; direct consequences of destruction, damage or theft of vehicle registration plates in the form of costs of their restoration; costs of issuing a new vehicle registration certificate and registration stickers, provided that this was related to the loss; direct consequences of the loss or destruction of keys, as well as the loss of items other than those mentioned above that makes it possible to make new keys (e.g. fuel filler caps with the same key) in the form of replacement costs for these items, as well as the related necessary costs for the replacement of locks or the re-coding of locks or anti-theft devices. ✓ Upon payment of an additional premium, it is possible to extend the cover to vehicle accessories and, provided the vehicle has the required anti-theft devices, to the risk of theft. ✓ The sum insured shall be provided by the Policyholder according to the market value of the motor vehicle on the date of the insurance agreement, including VAT and its equipment, or according to the invoice value of the brand-new vehicle and its equipment, including VAT. ✓ If the Insured has the right to deduct: <ol style="list-style-type: none"> a) the full amount of VAT upon acquisition of the vehicle, the sum insured may be determined excluding VAT, b) in the part amounting to 50% of the input VAT upon purchase of the vehicle, the sum insured is determined in the net value plus 50% of VAT. 	<p> What is not covered by the insurance?</p> <p>The insurance does not cover losses arising outside the insurance period and not covered. Insurance does not cover any loss arising:</p> <ul style="list-style-type: none"> ✗ in vehicles not registered in Poland, provided that the Polish law required such registration, if it influenced the occurrence or extent of the loss; ✗ in vehicles without a valid technical inspection required by Polish law, provided that the technical condition of the vehicle influenced the occurrence or extent of the loss; ✗ in vehicles illegally introduced into the territory of Poland, as well as in vehicles originating from theft or other crime and those the ownership of which had not been acquired by the Insured by the date of the loss; ✗ in property acquired by the Insured or their relatives as a result of a crime; ✗ The insurance shall not cover vehicles: <ol style="list-style-type: none"> a) manufactured (assembled) outside the factory (amateur built vehicles, cut and shut cars), b) having foreign number plates, c) with a period of operation of over 12 years, d) subject to non-factory tuning – for modifications, e) rally and racing cars.
		<p> What are limitations on insurance coverage?</p> <p>The sum insured is the upper limit of ERGO Hestia's liability for one and all events during the insurance period. The insurance does not cover any losses:</p> <ul style="list-style-type: none"> ! arising during test drives, rallies, races, training sessions, competitions or in vehicles used as a prop; ! the value of which does not exceed the franchise deductible or another deductible specified in the insurance agreement; ! theft of the vehicle or parts thereof if, at the moment of the theft, the vehicle did not have the required anti-theft devices installed; at the moment of the theft the vehicle was not secured in the manner provided for in its design and all the anti-theft devices in the vehicle were not activated, unless the vehicle was lost as a result of robbery; the vehicle's keys or documents were not properly secured outside the vehicle, provided that this has an adequate causal relationship with the loss, unless the vehicle was lost as a result of robbery; the aggrieved party did not provide ERGO Hestia with the vehicle documents based on which the vehicle was admitted to traffic on the day of the loss, and all the keys together with the set of devices activating the anti-theft devices insofar as this has an adequate causal relationship with the loss, unless the vehicle was lost as a result of robbery; subscription for monitoring services (location and notification system) was not paid for the period in which the vehicle was stolen; ! involving damage to or destruction of tyres unless it resulted from action of third parties or arose together with damage to or destruction of other parts of the vehicle covered by the insurance; ! caused by the displacement of the load carried by the insured vehicle due to sudden braking, acceleration or hitting an obstacle (does not apply to vehicle damage caused by a collision of sports equipment carried on an external luggage rack with items from outside the vehicle), a person or another vehicle; ! in the territory of Belarus, Moldova, Russia and Ukraine, the following are not covered: damage to the vehicle by third parties; damage to the external part of the vehicle by animals; damage to, loss of or total destruction of the vehicle caused by fire, explosion, flooding, sudden action of other forces of nature and sudden thermal or chemical agent from outside the vehicle; theft of the vehicle or its parts;

			<ul style="list-style-type: none"> ! caused intentionally or through gross negligence by the Insured or the Policyholder or the person authorised to use the vehicle unless the payment of compensation is appropriate under the circumstances; caused intentionally or through gross negligence by a person with whom the Insured or the Policyholder or the person authorised to use the vehicle lives in the same household; ! in a vehicle the driver of which, at the time of the incident or the arrival at the scene of the incident at the scene of the police unit, was under the influence of alcohol or intoxication, under the influence of drugs or other similarly acting agents, and also when the driver of the vehicle has left the scene of the incident, if the driver was the owner of the vehicle, a person with whom the owner of the vehicle lives in the same household or another person authorised to use the vehicle; ! in a vehicle the driver of which, at the time of the incident, was not authorised to drive the vehicle, as required by the Road Traffic Law Act, if the driver was the vehicle's owner, a person with whom the owner lives in the same household or another person authorised to use the vehicle.
	Where is the insurance valid? ✓ The insurance is valid within the geographical limits of Europe and in the territory of Algeria, Morocco, Tunisia, Israel and Iran.		
	What are the obligations of the Insured? Obligations at the beginning of the agreement: <ul style="list-style-type: none"> - If the Insured is also the Policyholder, they are obliged to inform ERGO Hestia of all circumstances known to them, about which ERGO Hestia inquired in the proposal form or in other letters prior to the conclusion of the agreement; where an insurance agreement is concluded for the account of a third party, this obligation shall rest with both the Insurer and the Policyholder, unless the Insured was not aware that the agreement had been concluded for their account. If the Policyholder enters into the agreement through a representative, this obligation shall apply also to the representative and it shall cover circumstances known to the representative. Obligations during the term of the insurance agreement: <ul style="list-style-type: none"> - The Insured being also the Policyholder is obliged to pay the premium. - the Insured being also the Policyholder is obliged to promptly report to ERGO Hestia any changes in circumstances which may increase the probability of an accident, about which ERGO Hestia inquired in the proposal form, insurance application or in other letters prior to the conclusion of the agreement. If a claim is presented/submitted, the Insured is obliged to: <ul style="list-style-type: none"> - employ any means available to them to save the subject of insurance and prevent the loss or reduce its extent; - notify ERGO Hestia of the event immediately, but not later than within 3 days from the date the loss occurred or from the date of becoming aware thereof; - immediately, but no later than within 24 hours from the event or from becoming aware thereof, inform the local police unit about the theft of the vehicle, keys, vehicle's documents or any other loss, that could result from a crime, as well as any incident resulting in a material damage in the insured property, including submission of an application to prosecute persons responsible for the loss; - provide ERGO Hestia with the documents necessary for the examination of the application for compensation; - not to make any changes to the vehicle (except for replacing locks or recoding anti-theft devices) and not to start repairing the vehicle until the scene has been inspected by ERGO Hestia; - comply with ERGO Hestia's recommendations and provide information and powers of attorney to other persons to act on behalf of the Insured, to the extent necessary for the proper loss adjustment; - secure the possibility to claim compensation from those responsible for the loss. 		
	How and when should premiums be paid? 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 agreements, payment can be made by transfer to a dedicated bank account or, alternatively, in cash, through an insurance intermediary.		
	When does the insurance coverage start and end? The insurance agreement is concluded for up to 12 months. The liability of ERGO Hestia shall commence from the date and time specified in the insurance agreement as the beginning of the insurance period, not earlier, however, than from the day following the payment of the premium or its first instalment. The insurance agreement terminates on the day of the occurrence of a total loss and in the event of total exhaustion of the sum insured, unless the insurance agreement was concluded without the application of the consumption of the sum insured.		
	How can the agreement be terminated? If the insurance agreement has been concluded for a period longer than 6 months, the Policyholder who is a natural person may withdraw from the agreement within 30 days from the day of its conclusion; if the Policyholder is an entrepreneur, they may withdraw from the agreement within 7 days from the day of its conclusion. If the Insurer did not inform, at the latest on the date when the agreement was signed, the Policyholder who is a consumer about the right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder who is a consumer became aware of this right. Withdrawal from the insurance agreement shall not release the Policyholder from the obligation to pay the premium for the period when the Insurer provided the insurance cover. 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 of 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.		

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 Conditions for Comprehensive Motor Vehicle Insurance against Loss, Damage or Destruction (Motor Hull Insurance) for Corporate Clients

CODE: AB-AC-01/23

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Information table governing the issues referred to in Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities (Journal of Laws, item 1844, of 10 November 2015)

Editing unit number	
Prerequisites 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:
§ 4	§ 5(5)
§ 5(1)–(4)	§ 8
§ 6	§ 9
§ 7(1)	§ 11
§ 26	§ 12
§ 44(2)	§ 13
	§ 20(4)
	§ 38(8)
	§ 40
	§ 46
	§ 48(4)

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 Department of the Gdańsk-Północ District Court in Gdańsk, NIP (Tax ID) 585-000-16-90, with a share capital of PLN 196,580,900, fully paid-up, hereinafter referred to as “ERGO Hestia”, within the scope of its business activity, concludes insurance agreements for comprehensive insurance of motor vehicles against loss, destruction or damage (Motor Hull Insurance) with natural persons and entrepreneurs hereinafter referred to as “Policyholders”.
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. In connection with the insurance agreement concluded, ERGO Hestia is the controller of your personal data. Detailed information on the processing of personal data is provided in Appendix No. 1 to these General Terms and Conditions of Insurance.
6. 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.

Definitions

§ 2

The terms used in these General Terms and Conditions of Insurance shall have the meaning specified in the definitions given below in § 3.

§ 3

1. Failure	malfunction of the vehicle caused by mechanical, electrical, electronic or hydraulic faults, making it impossible to drive, excluding the need to replenish consumables, current and periodic maintenance, the supply and installation of accessories and the lack of resources necessary to operate the vehicle.
2. Audatex	a computer system developed by Audatex Holding GmbH for salvage vehicle repair calculations, which is used by garages, insurance companies, appraisers and court appointed experts.
3. Luggage	<ol style="list-style-type: none"> a) items that are in the insured vehicle, used in private life by the Insured or their relatives living in the same household with them; b) items which are in the insured vehicle and are temporarily in the possession of the Insured if they are lent or borrowed to them by their employer or any other organisational unit. The lender or borrower must confirm the lending or borrowing in writing.
4. Vehicle documents	registration certificate, vehicle card (if issued), vehicle certificate of roadworthiness (for vehicles not subject to registration), temporary permit issued by the competent registration authority.
5. Eurotax	a computer system, developed by Eurotaxglass's International AG, intended for the valuation of the market value of vehicles.
6. Vehicle fleet	no less than 5 vehicles belonging to the Policyholder.

7. Conditional franchise	an amount or a percentage of the sum insured or market value of the vehicle as at the date of the loss, up to which ERGO Hestia is not liable for the loss incurred. If the loss value is higher than the franchise deductible determined, ERGO Hestia shall pay compensation in full, in accordance with the adopted system of loss adjustment or type of loss.
8. Vehicle towing	arrival of a tow truck and its return, loading of a vehicle immobilised as a result of an event covered by the insurance agreement onto the tow truck, transport from the place of the event to the nearest service station or to the Insured's place of residence or business premises and unloading the vehicle from the tow truck, as well as the costs of using a crane.
9. Info-Ekspert	a computer system created by Info-Ekspert Sp. z o.o., designed to assess the market value of vehicles, which is used by insurance companies, car dealers, car dealerships, appraisers and court appointed experts.
10. Keys	factory devices used for opening and starting the insured vehicle.
11. Theft	an act which meeting the criteria of the act defined in Article 278 of the Criminal Code (theft), 279 of the Criminal Code (burglary) and 280 of the Criminal Code (robbery), misappropriation referred to in Article 284 of the Criminal Code is not considered theft.
12. Lockout	the closing down of a work establishment by the owner, combined with laying off employees in order to force them to accept worse working conditions or due to a strike.
13. Vehicle's operational period	a period from the date of first registration of the vehicle made in the year of its manufacture until the first day of the insurance term; if the date of first registration is not known or the first registration was made after the manufacture year, then the operational period is counted from 31 December of the vehicle's manufacture year; such an operational period shall apply for the entire twelve-month insurance term. For the purposes of compensation, a vehicle's operational period is counted from the date of first registration of the vehicle made in the year of its manufacture until the date of accident; if the date of first registration is not known or the first registration was made after the manufacture year, then the operational period is counted from 31 December of the manufacture year until the date of accident.
14. Relatives	the Insured's spouse, the person in a civil partnership with the Insured and siblings, ascendants, descendants, parents-in-law, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law, stepfather, stepmother, stepchildren, adoptees and adopters of the Insured.
15. Third parties	all persons outside of the insurance relationship.
16. Vehicle	a vehicle subject to registration in Poland, pursuant to the provisions of the Road Traffic Law Act and a different vehicle propelled by its own source of energy and one not self-propelled or without its own source of energy, as well as a trolleybus.
17. Truck	a motor vehicle designed by construction for the carriage of cargo; the term also includes a lorry designed by construction for the carriage of cargo and from 4 to 9 persons including the driver.
18. Vehicle	a motor vehicle designed to travel at a speed exceeding 25 km/h, excluding agricultural tractors.
19. Special vehicle	a motor vehicle or a trailer which performs special functions resulting in the need to adapt the body of the vehicle or to have special equipment. Only persons and objects related to the performance of that function may be transported in that vehicle.
20. Vehicle illegally imported to Poland	1) a vehicle not delivered to the place of customs clearance or not declared for customs clearance, 2) vehicle imported to Poland in compliance with the obligation specified in point 1), but without compliance with the obligation to provide true information about the vehicle or its previous owners in the customs declaration.
21. Slow-moving vehicle	a motor vehicle whose construction limits the speed of travel to 25 km/h, excluding an agricultural tractor.
22. Flood	an inundation of land resulting from overflowing of stagnant or flowing surface waters or a rise of the level of coastal waters, excluding tides.
23. Fire	fire (flames) which has (have) extended beyond a fireplace or originated without a fireplace and could spread spontaneously.
24. Vehicle inspection report	a document describing the extent of damage and repair together and qualifying parts in the form of a technical assessment or repair estimate made in the Audatex system or, in the absence of data on the vehicle in question, in the Eurotax system.
25. Entrepreneur	any natural person, legal person or any other organisational unit which is not a legal person to which the law grants legal capacity, conducting business or professional activity in their own name.
26. Crime	an act of a human being, prohibited by the law in force at the time when it is committed under penalty, as a felony or a misdemeanour, unlawful, culpable and socially harmful to a degree higher than negligible.

27. Transfer of ownership for security purposes	a contractual transfer of ownership of a movable item until a cash liability is paid, to a creditor who undertakes vis-à-vis the transferor to use the acquired right only to the extent that it is needed to secure the claim, leaving the possibility of its use by the previous owner: the debtor or a third party.
28. Service centre	a repair facility or an authorised motor vehicle inspection station of a given brand.
29. Car rallies	a motorsport consisting in driving in a specially prepared rally car and covering a route designated by the organiser in the shortest time possible.
30. Passenger car	a motor vehicle designed by construction to carry no more than 9 persons including the driver and their luggage.
31. State of intoxication	a state in which the concentration of alcohol in blood amounts to more than 0,5‰ or the alcohol level in breath testing is above 0,25 mg in 1 dm ³ .
32. State after consumption of alcohol	a state in which the concentration of alcohol in blood is between 0,2‰ and 0,5‰ or the alcohol level in breath testing is between 0,1 mg to 0,25 mg in 1 dm ³ .
33. Strike	a collective, voluntary stoppage of work by workers for a certain period of time in one or more workplaces or institutions as an expression of protest, e.g. political, economic along with a demand for change.
34. Loss	a property loss caused directly by an incident covered under an insurance agreement.
35. Total loss	<ol style="list-style-type: none"> 1) in the Cost Option – theft of the vehicle or loss for which the repair costs, to the extent resulting from the inspection report, exceed 70% of the vehicle's market value on the day when the loss occurred (and for vehicles with clause K009 "Warranty 12" 70% of the adopted sum insured), where the repair costs are calculated including VAT remaining to be charged: <ol style="list-style-type: none"> a) prices of parts with an alternative brand to that of the vehicle manufacturer (substitutes) and materials included in the Audatex system or Eurotax system if the vehicle in question is not included in the Audatex system. If alternative parts are not available on the Polish market, the price of the original part minus its wear and tear, calculated in accordance with the table in § 19(2), shall apply; b) the amount of necessary labour resulting from the standards specified by the vehicle manufacturer; c) man-hour rate – PLN 65 (gross) for bodywork, mechanical and paint works; 2) in the Service Variant – theft of the vehicle or loss for which the repair costs, to the extent resulting from the inspection report, exceed 70% of the vehicle's market value on the day when the loss occurred (and for vehicles with clause K009 "Warranty 12" 70% of the adopted sum insured), where the repair costs are calculated including VAT remaining to be charged: <ol style="list-style-type: none"> a) the manufacturer's prices for parts and materials of the vehicle as recorded in the Audatex system, or, if the given vehicle is not available in that system, in the Eurotax system, no more than the average prices recommended by the vehicle manufacturer or official importer for use by their service network; b) the vehicle manufacturer's time standards as stated in the Audatex system or, where there is no such system for the vehicle in question, in the Eurotax system; c) the average rate for man-hour appropriate for the Service Point; 3) in the Service Variant, if the Partner Network loss settlement variant is selected, theft of the vehicle or loss for which the repair costs, to the extent resulting from the inspection report, exceed 70% of the vehicle's market value on the day when the loss occurred (and for vehicles with clause K009 "Warranty 12" 70% of the adopted sum insured), where the repair costs are calculated including VAT remaining to be charged: <ol style="list-style-type: none"> a) the prices of alternative parts, and in the absence of alternative parts, the prices of original parts shall be used for settlement; b) repair time standards in accordance with the vehicle manufacturer's standards; c) the average rate for a man-hour appropriate for the Service Point carrying out the repair, not more than PLN 110 (gross) per 1 man-hour for bodywork, paint and mechanical work.
36. Partner Network	a network of selected Service Points (repair shops) that cooperate with ERGO Hestia. The current list of workshops can be found at www.ergohestia.pl .
37. Terrorism	illegal actions organised for ideological or political motives, individual or group, against persons or objects with the aim of creating chaos, intimidating the population and disrupting public life by means of violence, against society with the aim of intimidating it in order to achieve political or social goals.
38. Deductible	the amount by which ERGO Hestia reduces the total compensation paid in respect of a specific event, provided that the deductible has been agreed in the insurance agreement.

39. Anti-theft device	an independent, standalone mechanical or electronic anti-theft security system, approved in accordance with the regulations in force in the territory of Poland, which is operational and permanently installed by a service station authorised (licensed) by the manufacturer of a given security device to install or service anti-theft security devices, or which is the vehicle's factory-fitted equipment. In the case of security devices that are not vehicle's factory-fitted equipment and in the case of vehicles first registered outside of Poland, excluding factory new vehicles, the installation of the device and its operation must be confirmed by a proper written certificate issued by a licensed service station. In the case of continuing the agreement with ERGO Hestia, the submission of the certificate is not required if the original was attached to the application for the earlier agreement. Under these General Terms and Conditions, factory-fitted anti-theft devices do not include locks in doors, mechanical and electronic switches, mechanical steering blocks and automatic gearstick lock systems.
40. Vehicle market value	value determined based on market price quotations for vehicles of a given make and type in force in the Republic of Poland, taking into account the individual characteristics, in particular the year of manufacture, equipment, mileage and technical condition of the vehicle.
41. Explosion	a sudden change in the equilibrium of a system with simultaneous release of gases, dust or vapours, caused by their spreading; in relation to pressure vessels and other such vessels, the condition for an event to be considered an explosion is that the walls of such vessels and vessels are torn apart to such an extent that there is a sudden equalisation of pressure due to the escape of gases, dust, vapours or liquids; an implosion consisting of damage to a vessel or vacuum apparatus by external pressure shall also be regarded as an explosion.
42. Additional vehicle equipment	devices that are not factory fitted by the manufacturer or by the general importer of the vehicle to Poland due to regulations on the rules for issuing a certificate of approval (homologation) for a given brand, type, model, in particular audiophonic and audiovisual equipment and telecommunications and radiophonic equipment (excluding mobile phones) with speakers and antennae, as well as taximeters, roof racks, towing hooks, spoilers and pads, promotional inscriptions and stickers, and seats for transporting children.
43. Basic vehicle equipment	devices that are factory fitted by the manufacturer or by the general importer of the vehicle to Poland due to regulations on the rules for issuing a certificate of approval (homologation) for a given brand, type, model and additionally anti-theft devices, gas and hybrid systems, wheels made from light alloys.
44. Car race	a competition of contestants or teams governed by specific rules, where contestants race in specially adapted cars, in accordance with provisions applicable for a given type of race.
45. Riots	sudden demonstrations or hostile actions against the government with the aim of changing the existing legal order.
46. Flooding	submersion of the insured vehicle in a liquid, resulting in a loss. Flooding shall not include cases where the working motor of the vehicle sucks in liquid.

Subject of insurance

§ 4

1. The subject of insurance shall be vehicles specified in the agreement as well as their basic equipment, excluding the following vehicles:
 - a) manufactured (assembled) outside the factory (amateur vehicles, cut and shut cars),
 - b) with foreign registration plates,
 - c) with a period of operation of over 12 years,
 - d) after tuning other than factory tuning – within the scope of changes made,
 - e) rally and race cars.
2. For an additional premium, insurance cover may include additional vehicle equipment.

Scope of Insurance

§ 5

1. The insurance shall cover the damage, loss or total destruction of the insured vehicle or any part thereof, together with its basic equipment, as a result of all events beyond the control of the Insured and the person authorised to use the vehicle, excluding theft of the vehicle or any part thereof, subject to § 6(1) and subject to the exclusions referred to in §§ 11–12 and § 13.
2. The cover shall also include the costs of technical tests after the covered loss occurred if the obligation to carry out such tests is provided for in the provisions of the law.
3. The cover shall include direct consequences of destruction, damage or theft of vehicle's registration plates in the form of costs of their recovery, as well as the cost of issuing a new registration card and new registration stickers, if this was connected with the loss.
4. The insurance covers direct consequences of the loss or destruction of keys as well as the loss of items other than those mentioned above which make it possible to make keys (e.g. fuel filler caps with the same key, etc.) – in the form of replacement costs for these items. The necessary costs of replacing locks or re-coding locks or anti-theft devices in the insured vehicle are also covered.
5. The insurance shall cover events occurring within the geographical borders of Europe and in the territory of Algeria, Morocco, Tunisia, Israel and Iran, except that in the territory of Belarus, Russia, Ukraine and Moldova the insurance shall not cover:
 - 1) damage to the vehicle made by third parties,
 - 2) damage to any external part of the vehicle made by animals,
 - 3) damage to, loss of or total destruction of the vehicle as a result of fire, explosion, flooding, sudden action of other natural forces and sudden thermal or chemical agent from outside the vehicle,
 - 4) theft of the vehicle or part thereof.

Extensions of insurance coverage

Risk of theft

§ 6

1. Vehicles specified in the insurance agreement, at the request of the Policyholder, may be covered against losses caused by theft of the vehicle or its parts provided that anti-theft devices required by ERGO Hestia are installed in the vehicle in accordance with § 9 below.
2. A motor hull insurance premium and the risk of theft shall be determined adequately to the increased risk.

Additional Clauses

§ 7

1. At the Policyholder's request, the insurance coverage can be extended by introducing the following optional clauses in the insurance agreement:

NUMBER	NAME	CONTENT
K003	Ukraine	Including within ERGO Hestia's liability losses caused by theft of the vehicle or part thereof in Ukraine, with the simultaneous introduction of deductible for losses caused by theft amounting to 5% of the sum insured for the vehicle.
K004	Belarus	Including within ERGO Hestia's liability losses caused by theft of the vehicle or part thereof in Belarus, with the simultaneous introduction of deductible for losses caused by theft amounting to 15% of the sum insured for the vehicle.
K005	Belarus, Russia, Ukraine and Moldova	Including within ERGO Hestia's liability losses caused by theft of the vehicle or part thereof in Belarus, Russia, Ukraine and Moldavia (within geographical border of Europe), with the simultaneous introduction of deductible in losses caused by theft amounting to 15% of the sum insured for the vehicle.
K009	Guarantee "12"	ERGO Hestia, for the purposes of loss adjustment, including also for the qualification of the type of loss (partial or total loss), will accept, during the 12-month insurance period, as the market value of the vehicle as of the date of total loss, the sum insured provided for in the insurance agreement, provided that this sum was determined in accordance with § 14(1) or (3) or (4) or (5) of the General Terms and Conditions of Motor Hull Insurance.
K044	Overturning	ERGO Hestia shall be liable for damage or total destruction of dump trucks (dumpers) and special vehicles, limited to refuse collection trucks and septic tankers, caused by the roll-over of the vehicle during loading and unloading activities.
-	Luggage	<ol style="list-style-type: none"> 1. Pursuant to this clause, subject to other provisions of the motor vehicle insurance agreement against loss, destruction or damage (Motor Hull Insurance) not modified by this clause, for an additional premium the Motor Hull Insurance shall be extended to cover luggage against loss, destruction or damage due to events covered by the insurance agreement. 2. The insured under this clause shall be any person who is the owner of the luggage carried in or on the outside of the vehicle insured under the Motor Hull Insurance pursuant to section 3, as well as the owner of the external luggage rack installed on the vehicle insured under the Motor Hull Insurance. 3. Insurance coverage under this clause shall apply to luggage carried inside the vehicle and outside the vehicle or in external luggage racks, including cargo boxes of pick-up vehicles, locked with at least one integral multi lock (a lock with a key that has more than one groove in the blade perpendicular to the shank) provided that the lock was locked at the time of the loss. 4. The extent of the loss in luggage shall be determined in accordance with the replacement value understood as the value corresponding to the cost of purchasing or manufacturing a new item of the same or the most similar type, the same or the most similar brand, taking into account the average market prices in the area. 5. ERGO Hestia shall be liable for losses covered under this clause up to the amount of PLN 5,000 (gross): the sum insured. 6. Within the sum insured specified in section 5 above, ERGO Hestia shall also provide coverage for losses in external luggage racks caused by events covered under this clause. 7. The sum insured shall be from time to time decreased by the amount of compensation paid (consumption of the sum insured). In the case of total exhaustion of the sum insured, the insurance relationship in the scope specified in section 1 shall expire. 8. With ERGO Hestia's consent, in the situation described in section 7 above, the Policyholder may supplement the sum insured up to the amount indicated in section 5 by filling in a new insurance application and paying an additional premium.
-	Loss of Motor Hull Insurance Discount Insurance	When concluding a new motor hull insurance agreement with ERGO Hestia, the Loss of Motor Hull Insurance Discount Insurance covers the following: if during the period of Motor Hull Insurance, one loss is reported, then for the insured vehicle, when calculating the amount of premium for the next insurance agreement, the insurance record shall be maintained at the current level.
-	Partnership Network	<p>Based on this clause, it is possible to introduce an additional variant of loss adjustment in repair shops located in the ERGO Hestia Partnership Network.</p> <p>Should the service option be chosen in the insurance agreement, the extent of the loss is determined and the compensation paid following the submission of invoices documenting the vehicle's repair according to the costs and methods of vehicle's repair used by the repair facility and agreed with ERGO Hestia, based on:</p> <ol style="list-style-type: none"> a) repair time standards in accordance with the vehicle manufacturer's standards, b) the average rate for a man-hour appropriate for the Service Point carrying out the repair, not more than PLN 110 (gross) per 1 man-hour for bodywork, paint and mechanical work, c) the prices of materials according to the vehicle manufacturer's prices and prices of alternative parts; in the absence of alternative parts, the prices of original parts shall be adopted for settlement.

2. When extending the insurance coverage as specified in section 1, the Policyholder shall pay the premium in an adequately modified amount.
3. Clause K009 shall apply only if the insurance agreement is concluded with the consumption of the sum insured.
4. The provisions of the Partnership Network clause shall also apply to vehicles repaired outside the Partnership Network.

Limitations of insurance coverage

§ 8

1. At the Policyholder's request, the insurance coverage can be limited by introducing the following in the insurance agreement:
 - a) deductible – determined individually via negotiation,
 - b) conditional franchise – determined individually via negotiation.
2. When limiting the insurance coverage as specified in section 1, the Policyholder shall pay the premium in an adequately decreased amount.

Vehicle security

§ 9

1. Passenger cars can be covered by the insurance in the scope specified in § 6, if these have at least:
 - 1) **one** anti-theft device – for cars with a market value as at the date of the insurance agreement of not more than **PLN 200,000** (gross),
 - 2) **two** anti-theft devices – for vehicles with the market value as of the date of the insurance agreement exceeding **PLN 200,000** (gross).
2. **ERGO Hestia** may make coverage in respect of the risk of theft of a passenger car with a value exceeding **PLN 300,000** (gross) conditional on that vehicle having, instead of one of the anti-theft devices referred to in section 1, a localisation and notification system, with a range of operation not smaller than the territorial range provided for in the car insurance, with the subscription for monitoring services paid in advance for the whole insurance term, including the option of protection and intervention, understood as at least automatic notification of the appropriate Police unit by the system operator.
3. Trucks up to 2.5 tonnes, cars and caravans, motorcycles and mopeds may be covered under § 6 provided that they have at least **one** anti-theft device.
4. Trucks with a payload exceeding 2.5 tons, truck tractors and buses with a market value as of the date of conclusion of the insurance agreement exceeding **PLN 100,000** (gross) may be covered by the insurance referred to in § 6, provided that they have at least one anti-theft device.
5. Special cars, agricultural tractors, harvesters with a market value as of the date of conclusion of the insurance agreement exceeding **PLN 200,000** (gross) may be covered by the insurance referred to in § 6, provided that they have at least one anti-theft device.

§ 10

1. When concluding the insurance agreement, ERGO Hestia shall recognise the security devices installed in the vehicles submitted for insurance as sufficient, provided that such security devices are operational and the vehicles with such devices were insured in the preceding period against theft risk, meeting the requirements of the previous Insurer in terms of the number and type of security devices. In such a case, the provisions of § 9 shall not apply.

2. During the theft loss adjustment procedure, the Policyholder is required to submit the document issued by the past Insurer confirming the insurance against theft of a given vehicle for the last period before signing the agreement with ERGO Hestia.

Exclusions of liability

§ 11

1. ERGO Hestia shall not be liable for losses in propellants.
2. ERGO Hestia shall also not be liable for any loss:
 - 1) caused during traffic in vehicles:
 - a) not registered in Poland insofar as there was an obligation to register them under Polish law,
 - b) not having a valid technical inspection, as required by the Polish law, if the technical condition of the vehicle has an adequate causal relationship with the loss;
 - 2) resulting from theft of the vehicle or parts thereof if:
 - a) at the time of the theft, the vehicle did not have anti-theft devices specified in § 9 and § 10(1),
 - b) at the time of theft, the vehicle was not protected as provided for in its design, and the anti-theft devices specified in § 9 and § 10(1) were not switched on, unless it was lost due to robbery,
 - c) the keys or documents of the vehicle were not properly secured outside the vehicle insofar as this has an adequate causal relationship with the loss, unless they were lost as a result of a robbery,
 - d) the aggrieved party did not provide ERGO Hestia with the vehicle documents on the basis of which the vehicle was admitted to traffic on the day of the loss and all the keys together with a set of devices activating anti-theft devices insofar as this has an adequate causal relationship with the loss, unless the vehicle was lost as a result of robbery,
 - e) the monthly monitoring fee referred to in § 9(2) was not paid for the period in which the vehicle was stolen;
 - 3) caused by a failure with the exception of situations resulting in consequential damage to the insured property and not covered by a separate exclusion;
 - 4) involving the loss of the vehicle due to appropriation;
 - 5) arising from prolonged exposure to chemical agents, moisture, temperature or processes inside the insured vehicle or the insured objects, unless such exposure was a direct consequence of a sudden and unforeseeable event covered by the insurance agreement;
 - 6) resulting from a modification of the vehicle, part or equipment thereof, exceeding the specification of the manufacturer of a given brand and model (including assembly of gas installation) or maintenance interventions;
 - 7) in the form of profits lost and losses resulting from inability to fulfil obligations or agreements due to an event covered by the insurance;
 - 8) involving the loss of the subject of insurance due to mislaying, selling, donating or changing it, with the exception of § 5(4);
 - 9) in prototype vehicles understood as experimental models developed by the car manufacturer for a new vehicle series;
 - 10) involving damage caused by an inherent internal cause, wear and tear, installation error, use of the wrong fuel, fluids and consumables, and resulting from the faulty selection/installation and adjustment of the gas system, except where the above causes have resulted in consequential damage to the insured property and are not subject to a separate exclusion;
 - 11) involving damage to or destruction of tyres unless it resulted from action of third parties or arose together with damage to or destruction of other parts of the vehicle covered by the insurance;

- 12) caused by the displacement of the load carried by the insured vehicle due to sudden braking, acceleration or hitting an obstacle (does not apply to vehicle damage caused by a collision of sports equipment carried on an external luggage rack with items from outside the vehicle), a person or another vehicle;
 - 13) involving damage to an electric installation due to a short circuit or overload of a current higher than the rated current for this installation, except for situations where the short circuit leads to fire;
 - 14) involving a vehicle overturning as a result of driving on muddy, unstable or sloping ground, or due to a landslide, as well as a vehicle overturning during loading and unloading operations;
 - 15) caused by spontaneous damage to vehicle parts as a result of temperature or sudden change in temperature, or internal stress of the vehicle body or cabin;
 - 16) involving engine seizure unless the seizure is caused by a loss covered by the insurance;
 - 17) caused by a manufacturing defect of a component or subassembly of the vehicle or by a repair of the vehicle performed in a manner inconsistent with the repair technology.
3. ERGO Hestia shall reserve the right to refuse to pay compensation if at the time between the occurrence of the loss and an inspection by ERGO Hestia:
- 1) the fault memory records of the vehicle's safety systems have been modified, or
 - 2) devices responsible for recording the fault memory of the vehicle's safety systems were removed, preventing reading records of faults of these systems,
- if the reading of the records was necessary to determine the liability of ERGO Hestia.

§ 12

The insurance shall not cover losses in vehicles acquired by theft or other crimes and whose ownership the Insured did not acquire until the date of the loss.

§ 13

1. ERGO Hestia shall be free from liability if the Insured, the Policyholder or any person entitled to use the vehicle caused the loss intentionally or as a result of gross negligence, unless the payment of compensation would be fair under the given circumstances.
2. ERGO Hestia shall not be liable for any loss caused intentionally by a person with whom the Insured, the Policyholder or any person entitled to use the vehicle lives in a joint household.
3. Moreover, the insurance shall not cover any loss resulting from:
 - 1) hostilities, martial law, state of emergency, unrest, riots, civil commotion, earthquakes, strikes, lockouts and acts of terrorism and sabotage, as well as confiscation, nationalisation, or the authorities retaining or requisitioning property,
 - 2) effects of nuclear energy or radioactive contamination, laser and maser rays, and magnetic and electromagnetic fields.
4. The insurance shall also not cover any loss caused:
 - 1) in consequence of using the vehicle against its intended purpose,
 - 2) during the use of the vehicle by the Insured, the Policyholder or any person entitled to use the vehicle as an instrument of crime, as far as this is in an adequate causal relationship with the loss,
 - 3) during the use of the vehicle in connection with mandatory service for the military or other bodies, and caused in vehicles participating in protest actions and road blockades,
 - 4) in a vehicle the driver of which, at the time of the incident or the arrival at the scene of the police unit, was under the influence of alcohol or in a state of intoxication, under the influence of drugs or other similar substances, and also when the driver left the scene of the incident if the driver was the vehicle owner, person with whom the owner of the vehicle lives in a joint household or another person authorised to use the vehicle,

- 5) in a vehicle whose driver at the time of the incident was not authorised to drive the vehicle, as required by the Road Traffic Law Act if the driver was the vehicle owner, person with whom the owner of the vehicle lives in a joint household or another person authorised to use the vehicle,
 - 6) in a vehicle illegally imported to Poland,
 - 7) when using the vehicle to transport dangerous goods, such as fuel, toxic chemicals or gases,
 - 8) during test runs, rallies, races, warm-ups, contests or when using the vehicle as a prop,
 - 9) when using the vehicle during driving lessons,
 - 10) when renting the vehicle and in vehicles offered as courtesy cars on the conditions other than rental.
5. At the request of the Policyholder and for an additional premium, the scope of cover may be extended to include losses mentioned in section 4 (7-10) above.

Sum insured

§ 14

1. When insuring motor vehicles against loss, destruction or damage, the sum insured shall be declared by the Policyholder. Subject to the provisions of section 6 below, the sum insured should correspond to the market value of the vehicle as specified in the "Eurotax" system or in the Info-Ekspert monthly magazine "Vehicles – Market Values", including VAT as of the date of the insurance agreement.
2. The sum insured of a factory new vehicle of a given brand bought from the authorised dealer professionally trading in the vehicles of this brand can be declared also in the amount equivalent to the amount specified in the sale invoice of this vehicle increased by VAT, without any commercial discount given to the seller, but not later than within one month from the date of invoice. The sum insured so specified shall be deemed by ERGO Hestia to be the market value of the vehicle for the period not longer than 12 months from the date of signing the insurance agreement for this vehicle, provided that until the date of the loss the vehicle's mileage did not exceed 20,000 km and the vehicle was not damaged earlier.
3. Should it be impossible to specify the real market value of the vehicle based on the Eurotax system or the Info-Ekspert monthly magazine "Vehicles – Market Values", the Policyholder in agreement with ERGO Hestia can use another specialised source if trustworthy. At the Policyholder's request, ERGO Hestia may accept the sum insured increased or decreased by more than 10% from the value specified in the "Eurotax" system or in the Info-Ekspert monthly magazine "Vehicles – Market Values", provided that the Policyholder presents a valuation of the vehicle carried out by an authorised expert in the field of automotive technology, at the expense of the Policyholder.
4. The sum insured for vehicles acquired in the course of individual import and insured for the first time in Poland shall be determined based on the valuation of a certified property valuer (the cost of valuation is covered by the Policyholder). The sum insured determined in this way cannot be higher than the purchase value of the vehicle (confirmed by an invoice) increased by the value of excise tax and, if applicable, customs duty paid.
5. If the Insured has the right to deduct:
 - a) the full amount of VAT upon acquisition of the vehicle, the sum insured may be determined excluding VAT,
 - b) in the part amounting to 50% of the input VAT upon purchase of the vehicle, the sum insured is determined in the net value plus 50% of VAT.

§ 15

1. The sum insured shall constitute the upper limit of liability of ERGO Hestia.
2. The sum insured shall be from time to time decreased by the amount of compensation paid (consumption of the sum insured). In the case of total exhaustion of the sum insured, the insurance agreement shall be terminated.

3. Upon ERGO Hestia's consent, the Policyholder, following the payment of compensation, can supplement the sum insured up to the market value of the vehicle by submitting a written request to supplement the sum insured, presenting the vehicle for survey and paying an additional premium.
4. Upon payment of an additional premium, the insurance agreement can be concluded without consumption of the sum insured.

§ 16

1. The sum insured of additional equipment is determined by the Policyholder based on retail prices of items of the same and similar type and kind, less the degree of wear, subject to sections 2 and 4.
2. The sum insured of factory new additional equipment can be declared also in the amount equivalent to the amount specified in the sale invoice of this equipment, taking into account VAT, but no later than within one month from the date of issuing the invoice.
3. The sum insured of additional equipment specified in the agreement should include VAT, subject to section 4.
4. If the Insured has the right to deduct:
 - a) full VAT charged on purchase, the sum insured may be determined excluding VAT,
 - b) in the part amounting to 50% VAT, the sum insured shall be determined in the net value plus 50% VAT.
5. The sum insured of additional equipment cannot, however, be higher than 20% of the sum insured of the vehicle, but no more than PLN 20,000 (gross).
6. The sum insured of additional equipment shall be from time to time decreased by the amount of compensation paid (consumption of the sum insured). In the case of total exhaustion of the sum insured for additional equipment, the insurance agreement shall be terminated in respect of the insurance of additional equipment.
7. With ERGO Hestia's consent, in the situation referred to in section 6, the Policyholder may supplement the sum insured for additional equipment, within the limits specified in section 5, by filing a new insurance application.
8. Upon payment of an additional premium, the insurance agreement can be concluded without consumption of the sum insured.

Loss assessment

§ 17

1. In the case of total loss in a vehicle, ERGO Hestia shall determine the extent of the loss in the amount equal to the market value of the vehicle as of the day the loss occurred (where the value of the vehicle is not higher than the sum insured as specified in the insurance agreement), subject to §§ 21–26.
2. In the case of partial loss in a vehicle, ERGO Hestia shall determine the extent of the loss in the amount corresponding to the costs of repair as per the prices for services and spare parts in Poland on the day of determining the compensation, subject to §§ 18–24.
3. The extent of partial loss referred to in section 2 shall include the costs of repair in accordance with the extent of damage described in the vehicle inspection report, prepared by ERGO Hestia or at its request.
4. Where damage consists of local indentations in the bodywork, if the extent and nature of the damage allows it to be repaired by pushing/pulling it out or using both methods of repair, the loss shall be settled at the cost of such repair.

§ 18

1. When determining the value of loss in the service variant based on invoices, the method of repair and the amount of its costs shall be agreed with ERGO Hestia in advance. In such case, the limitation of the amount of loss indicated in § 20(4) shall not apply.
2. Depending on the system for determining the extent of the loss adopted in the insurance agreement, the extent of partial loss can be determined using the estimate option or the service option, subject to § 20(2).

§ 19

1. Subject to § 42 section 4, where the cost estimate variant is adopted in the insurance agreement, the extent of the loss shall be determined on the basis of a valuation made by ERGO Hestia following the principles contained in the Audatex system; in the absence of a given vehicle in this system, the Eurotax system shall apply, excluding VAT, i.e. according to:
 - 1) time standards for repair operations specified by the vehicle's manufacturer and included in the Audatex system or in the Eurotax system – where a given vehicle is not included in the Audatex system,
 - 2) man-hour rates in the amount of PLN 65 (gross) for bodywork, mechanical and paint works,
 - 3) list of parts (units) qualified for replacement included in the vehicle inspection report, according to average prices of parts with a brand name alternative to the vehicle manufacturer's brand name (substitutes) and materials included in the Audatex system or Eurotax system – where a given vehicle is not in the Audatex system.
2. Where the prices for parts with a brand name alternative to the vehicle manufacturer's brand (substitutes) are not included in said system, for the purposes of calculation the prices of parts from the vehicle's manufacturer (original parts) that are in the Audatex system or – where a given vehicle is not included in this system – in the Eurotax system are used, less the wear and tear specified in the table below, which depends on the vehicle's operational period, subject to the provisions of section 3:

VEHICLE'S OPERATIONAL PERIOD	WEAR AND TEAR EXPRESSED IN THE 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 and more	65%

3. If during the vehicle's operational period a part was replaced and its value was documented by original bills, the extent of wear and tear of said part shall be determined individually, taking into account the period of operation.
4. If the prices of the spare parts determined in the manner described in section 1 point 3) (substitutes) are higher than the prices determined in accordance with section 2 (original parts with depreciation), the lower of the aforementioned prices shall be taken into account for determining the extent of the loss.

§ 20

1. Should the service option be chosen in the insurance agreement, the extent of the loss is determined and the compensation paid following the submission of invoices documenting the vehicle's repair according to the costs and methods of vehicle's repair used by the repair facility and agreed with ERGO Hestia, based on:
 - 1) the vehicle manufacturer's time standards included in the Audatex system or, in the absence of a given vehicle in this system, in the Eurotax system,
 - 2) the average rate for 1 working hour appropriate for the Service Point,
 - 3) prices of parts and materials of the vehicle manufacturer as recorded in the Audatex system or, in the absence of a given vehicle in that system, in the Eurotax system, not more than the average prices recommended by the vehicle manufacturer or official importer for use by their service network.
2. At the request of the Insured, despite adopting the service option in the insurance agreement, ERGO Hestia shall determine the extent of the loss and pay the indisputable amount of compensation based on the estimate option, subject to section 3.
3. If the total actual costs of repair of the vehicle exceed the value determined in accordance with the cost estimate variant, their inclusion in the determination of the extent of the loss (including the amount of VAT) shall require the presentation by the Insured of a set of invoices relating to labour, spare parts and materials (including varnish).
4. Where the repair of the vehicle not agreed with ERGO Hestia is documented with invoices in accordance with § 18(1), the repair costs shall be verified up to the amount not exceeding PLN 110 gross per 1 man-hour of bodywork, paint and mechanical work. However, the prices of spare parts and materials (including varnish) shall be verified up to a maximum of the values contained in the Audatex system, less the amount of wear and tear referred to in § 19(2).
5. The determination of the loss amount includes VAT if the sum insured has been determined including VAT and at the same time the Insured is not a VAT payer or is not able to deduct this tax.

§ 21

1. When changing tyres, battery and elements of the exhaust system, for the purposes of determining the loss amount, the price of a new element shall be used, less the degree of its wear and tear, as specified in the inspection report.
2. Where signs of earlier damage or repairs are found in the elements qualified for replacement, ERGO Hestia shall apply a deduction due to technical wear and tear, regardless of the market loss in the value of the parts.

§ 22

The extent of the loss in vehicle additional equipment shall be determined on the basis of retail prices of items of the same or similar kind and type, less the degree of wear and tear by the date of the loss or according to the repair costs; the amount of these costs should be documented by the contractor's bill or by calculation made by the aggrieved party who eliminated the loss by their own means.

§ 23

1. ERGO Hestia reserves the right to check, before determining the extent of the loss, the compliance of the repair performed with the scope and qualification in the inspection report and the submitted bills or invoices for the repair.
2. If it is established that the completed repair does not comply with the scope and qualification contained in the inspection report, ERGO Hestia shall determine the extent of the loss based on the scope and manner of repair actually performed but not to a greater extent than specified in the inspection report drawn up prior to the repair.

§ 24

1. The extent of total loss shall be reduced by the value of salvage, i.e. undamaged or slightly damaged parts or units of the vehicle, as well as the whole vehicle in a damaged condition, which can be used or sold.
2. ERGO Hestia shall not take over the salvage after a total loss.
3. The value of salvage shall be established on the basis of gross prices as at the date of the loss, available in the Info Ekspert monthly magazine "Vehicles – market values", applicable in the territory of the Republic of Poland, taking into account their degree of wear and tear.
4. At the request of the Insured, submitted within 30 days from the date of receipt of a decision on classifying the loss as total loss by ERGO Hestia, ERGO Hestia shall provide assistance in selling the salvage of a passenger car or a truck of load capacity not exceeding 2500 kg, of maximum 7 years of operation, by indicating, within 14 days from the date of receipt of the Insured's request, a potential buyer together with their contact details and proposed purchase price, and the value of the highest price offered shall be accepted for the settlement of the loss. Until a sales invoice is presented for the amount quoted, the value of the salvage shall be increased by 10% of the bid price as an estimated margin of the bidder.

Should the highest price offered to the Insured be lower than the value of the salvage after total loss determined by ERGO Hestia, ERGO Hestia shall pay the difference.

Should the highest price offered to the Insured be higher than the value of the salvage after total loss determined by ERGO Hestia, the Insured shall reimburse the difference to ERGO Hestia.

The information referred to in section 4 above shall contain the number of the bid, the data of the exchange administration, a contact telephone number, the period of validity of the bid and the offered price for the purchase of the salvage. The cost of collecting the salvage shall be borne entirely by the bidder. The insured shall contact the bidder directly. The bidder shall not have any data of the vehicle owner nor any data allowing the vehicle to be accurately identified (registration number or VIN number).

§ 25

1. The compensation shall be determined in an amount corresponding to the extent of the loss, within the limits of the sum insured, subject to the provisions of sections 2–3 below.
2. When introducing conditional franchise or deductible to the agreement, first the conditional franchise shall be applied, and the compensation paid shall be decreased by the deductible specified in the insurance agreement.
3. Where the sum insured is determined in the amount corresponding to:
 - a) the vehicle value reduced by VAT, the compensation shall be determined excluding VAT,
 - b) the vehicle value including 50% VAT, the compensation shall be determined including 50% VAT, subject to § 15.

§ 26

1. Notwithstanding the compensation determined pursuant to the rules specified in §§ 17–25, the Insured shall be entitled to the reimbursement of incurred:
 - 1) parking costs from the moment the loss occurred until the first inspection by ERGO Hestia, not more, however, than PLN 500 (gross),
 - 2) towing costs of the vehicle from the place of the event to the Insured's place of residence or business premises or to the place of repair, but not more than PLN 2,500 (gross).
2. The total amount of costs listed in section 1 cannot exceed 10% of the sum insured specified in the agreement.
3. ERGO Hestia shall not reimburse the costs referred to in section 1 point 2) with respect to vehicles registered as passenger cars or trucks with a capacity of up to 3000 kg and caravans, motorbikes and mopeds.

Concluding the insurance agreement

§ 27

1. The insurance agreement shall be signed pursuant to an application which is an integral part of the policy that confirms the signing of the insurance agreement.
2. The application should include at least:
 - 1) first and last name or the company's name and address of the Policyholder (PESEL [Polish resident ID No.] or REGON [Business ID No.] and NIP [ID No.] and PKD [Polish Classification of Activity No.]),
 - 2) first and last name or the company's name and address of the Insured (PESEL or REGON and NIP and PKD number), if the agreement was concluded on third party account,
 - 3) subject and scope of the insurance,
 - 4) territorial scope of the insurance,
 - 5) sum insured and method of its determination,
 - 6) the method for determining the extent of the loss and amount of compensation,
 - 7) period of insurance,
 - 8) information on the vehicle's equipment,
 - 9) information on anti-theft devices installed in the vehicle,
 - 10) information on the number of keys,
 - 11) information on the loss ratio in the form of a certificate from past Insurers, in amounts and numbers, divided by motor hull risk and theft risk, indicating the period to which it refers and the manner of presenting data (policy or accounting) and providing the number of vehicles insured in a given period.
3. ERGO Hestia may condition the signing of the insurance agreement on the submission of additional information affecting risk assessment.

Concluding the agreement on third party account

§ 28

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

Method of determining and paying the insurance premium

§ 29

1. The insurance premium shall be determined following risk assessment.
2. The insurance premium is payable as a single payment. At the request of the Policyholder and upon payment of an additional premium surcharge, the premium shall be divided into instalments. The time limits for paying premium instalments and their amounts shall be set out in the insurance agreement.
3. The insurance premium shall include the drop in the market value of the vehicle during the insurance term.

§ 30

1. The amount of premium for insuring the vehicle shall be set out as the sum insured multiplied by a percentage rate adequate for the risk incurred by ERGO Hestia.
2. The following should be considered when determining the premium amount:
 - 1) the vehicle's value,
 - 2) the brand, model and type of vehicle,
 - 3) the postal code of the place of business of the Insured; if the Insured is the financier of a leasing agreement or the creditor to whom the vehicle is transferred, the regional zone of the place of business of the vehicle's user being also the Policyholder shall be adopted,
 - 4) the year of vehicle's manufacture,
 - 5) the vehicle's intended purpose,
 - 6) coverage,
 - 7) the Policyholder's or User's loss record,
 - 8) loss-free continuation of vehicle insurance in ERGO Hestia by the Insured,
 - 9) number of vehicles of the Insured covered by ERGO Hestia; when the Insured is the financier of a leasing agreement or the creditor to whom the vehicle has been transferred, the number of vehicles insured in ERGO Hestia shall be determined for the user of the vehicle being also the Policyholder,
 - 10) type of activity pursued by the Insured; where the Insured is the financier of a leasing contract or the creditor to whom the vehicle is transferred, the type of activity pursued by the user of the vehicle being also the Policyholder shall be adopted,
 - 11) individual risk assessment.
3. The premiums for insuring motor vehicles against loss, destruction or damage (motor hull insurance) with the extension to include the risk of theft, which comprise a fleet of at least 15 vehicles may be determined during negotiation after ERGO Hestia's risk assessment.
4. If the Policyholder has obtained a premium discount based on data inconsistent with the actual state of affairs or has lost it as a result of withdrawal from the insurance of one or more risks covered by a package agreement (undue discount), ERGO Hestia shall have the right to demand an additional payment of the premium in the amount of the undue discount plus interest.
5. The information provided by the Policyholder about the insurance record shall be subject to verification of compliance with the data contained in the register of agreements and losses of the Insurance Guarantee Fund – legal basis: Article 104(1)(4) of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (consolidated text: Journal of Laws No. 124 of 2003, item 1152, as amended).
6. The continuation of insurance with a record of no losses shall be deemed to be the fact that another insurance agreement has been concluded for the same vehicle where (in aggregate):

- 1) there was no loss in the agreement with the expired coverage period,
- 2) no more than 30 days have elapsed between the date of the end of the insurance period in the previous agreement and the date of the beginning of the period of the new insurance agreement.

§ 31

The amount of premium for additional equipment is determined as a percentage of the sum insured depending on the value of additional equipment.

§ 32

When determining the amount of the premium, a surcharge for spreading the payment of the premium into instalments shall be taken into account.

§ 33

If during the term covered by the insurance agreement the insured vehicle or its additional equipment increases its value, the Policyholder may notify ERGO Hestia and, upon ERGO Hestia's consent, increase the sum insured by paying an additional premium.

§ 34

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

Period of insurance and duration of liability of ERGO Hestia

§ 35

1. The insurance period shall be specified in the agreement.
2. The insurance term shall commence at the date and time agreed by the parties to the agreement and included in the policy.
3. The agreement may be concluded for a period of one year or a period shorter than one year (short-term agreement).

§ 36

1. ERGO Hestia's liability shall commence from the date and time specified in the agreement as the beginning of the insurance period, however, not earlier than from the day following the payment of the premium or its first instalment, subject to the provisions of sections 2 and 3.
2. Where ERGO Hestia is liable before the premium or its first instalment is paid and the premium is not paid on time, ERGO Hestia may terminate the agreement with immediate effect and demand payment of the premium for the period during which it provided insurance cover. In the absence of termination, the agreement shall expire at the end of period for which the unpaid premium was due.
3. Failure to pay the next premium instalment in the amount and within the term specified by ERGO Hestia shall result in the cessation of ERGO Hestia's liability provided that, after the expiry of the time limit for paying the premium instalment, ERGO Hestia requests the Policyholder to pay the outstanding amount, warning them that, in the absence of payment within 7 days from the delivery of the notice, its liability shall cease.

4. If the time limit for the payment of the premium or first instalment of the premium falls before the beginning of the insurance term, the consequences of delay in payment shall be covered by relevant provisions of sections 1 and 3 above.
5. If payment is to be made by bank transfer or postal order, the payment shall be deemed to have been made on the day when the order for payment to the Insurer's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited in the Policyholder's bank account; otherwise, the payment shall be deemed to have been made when ERGO Hestia's bank account is credited with the relevant amount.
6. The payment of the amount specified in the insurance agreement shall be considered payment of the premium or of a premium instalment.
7. The liability of ERGO Hestia shall expire upon the expiry of the insurance period unless the insurance relationship expired before that date.

Obligations of the Policyholder and the Insured

§ 37

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the proposal form or before the conclusion of the agreement in other letters. If the Policyholder enters into the agreement through a representative, this obligation shall apply also to the representative and it shall cover circumstances known to the representative. If ERGO Hestia concludes the insurance agreement although particular questions have been left unanswered, any omitted circumstances shall be regarded as immaterial.
2. During the term of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances that may increase the probability of an accident, about which ERGO Hestia asked in the insurance application or in other letters prior to concluding the agreement.
3. If the insurance agreement is concluded on third party account, the obligations specified in sections 1–2 shall apply to both the Policyholder and the Insured, unless the Insured was not aware that the insurance agreement has been concluded for their account.
4. The Insurer shall not be liable for the consequences of any circumstances of which it was not notified in breach of the preceding paragraphs. If a breach of the preceding paragraphs has occurred through wilful misconduct, in case of doubt the accident provided for in the agreement and its consequences shall be assumed to be the result of the circumstances referred to in the preceding sentence.

Procedure in the event of an incident

§ 38

1. In the event of an accident the Insured shall:
 - 1) employ any means available to them to save the subject of insurance and prevent the loss or reduce its extent,
 - 2) take steps necessary for ERGO Hestia to effectively assert its rights and shall secure the assertion of claims for compensation against persons responsible for the loss, in particular:
 - a) call the police when there are casualties or the loss has been caused by a crime,
 - b) in other cases when the police have not been called, to draw up a statement with the perpetrator of the event, with a description of the circumstances of the event and the name of the perpetrator, full details of both participants and signatures of both parties.

2. If the Insured, intentionally or through gross negligence, failed to comply with the measures referred to in section 1, ERGO Hestia shall be free from liability for losses thus caused.
3. Within the limits of the sum insured, ERGO Hestia shall reimburse the costs of the measures referred to in section 1, if such measures were justified, even if they proved ineffective.
4. Moreover, the duties of the Insured shall include:
 - 1) providing ERGO Hestia with documents necessary to consider the application for compensation payment, in particular receipts for costs covered by the insurance, including source invoices for the purchase of parts,
 - 2) determining, where possible, the data of other parties involved in the event and witnesses, also determining whether the culprit is insured, in which insurance company, determining the number of their policy that confirms that an insurance agreement for motor third party liability, and drafting a written report documenting the cause of the loss,
 - 3) immediately, no later than within 24 hours from the incident or from being notified thereof, informing the local police unit about the theft of the vehicle, keys, vehicle documents or any other loss, that could result from a crime, as well as any incident resulting in a material loss in the insured property, including the submission of an application to prosecute persons responsible for the loss,
 - 4) immediately, but no later than within 3 days from the date the loss occurred or from becoming aware of it, notifying ERGO Hestia of the loss:
 - a) through the online form at www.ergohestia.pl, or
 - b) via the Emergency Centre at 0 801 107 107 or 58 555 5 555,
 - 5) enabling ERGO Hestia to carry out actions with a view to determining the circumstance of the loss, its type and extent, and providing any explanations in this regard and submitting evidence necessary for proper loss adjustment,
 - 6) filling in all documents required by ERGO Hestia in order to establish the liability of ERGO Hestia and to determine the loss and its amount, in particular the loss report form, in which the actual course of the event and the circumstances in which the loss occurred should be described,
 - 7) complying with ERGO Hestia's recommendations, providing ERGO Hestia with information and powers of attorney necessary for the proper loss adjustment.
5. Failure to notify ERGO Hestia of the accident shall entail no consequences if ERGO Hestia is notified of the circumstances which should have been disclosed to it within the time limit for notification.
6. The Insured is also obliged to make available all documents necessary to establish ERGO Hestia's liability and to determine the loss and its amount.
7. ERGO Hestia shall reserve the right to verify the bills, estimates and other documents submitted by the Insured and to seek the opinion of experts.
8. The Insured shall immediately change the lock insert and recode the anti-theft device so that they cannot be deactivated using the missing or stolen keys. In the event of failure to comply with the above obligation as a result of gross negligence or wilful misconduct, ERGO Hestia shall be free from liability in the event of theft of the vehicle or theft of elements of its internal equipment.

§ 39

Notwithstanding the duties set out in § 38(1) and (4), the Insured's duties shall include:

- 1) subject to the provisions of § 41, not making any changes to the vehicle (except for changing the locks in the case specified in § 38(8) above) and not starting any repairs of the vehicle without first having it inspected by an ERGO Hestia representative and obtaining their consent to make the change or start the repair; ERGO Hestia may not invoke this provision if its representative has not inspected the vehicle within 7 days from the notification of the loss or from the date the vehicle is indicated for inspection, whichever is later,
- 2) where the vehicle is stolen, providing ERGO Hestia with documents confirming the origin of the vehicle and enabling its identification (in particular a brief, customs clearance document, sale agreement, sale invoice, vehicle's card (if issued), vehicle's registration card, temporary permit and all sets of keys (in the

amount not smaller than the one specified in the insurance application, and a set of operational devices starting anti-theft devices, unless the vehicle was lost due to robbery.

§ 40

In the event of the Insured's failure to meet the obligations specified in § 39 due to wilful misconduct or gross negligence, ERGO Hestia shall refuse the payment of compensation in full or in relevant part, depending on the extent to which failure to meet those obligations affected the determination of the cause and circumstances of the event or the amount of loss and remains in any causal relation with the event.

§ 41

1. If the loss occurred outside of Poland, the Insured shall not make any changes to the damaged vehicle and shall not send it in for repair without the consent of ERGO Hestia or its representative, apart from repairs necessary for continuing safe driving, which shall not exceed the equivalent of EUR 1,500 (gross). The cost of such repair shall be reimbursed in Poland based on original, personalised invoices, taking into account the scope and variant of the insurance agreement concluded. The nominal value of the foreign currency shall be converted into zlotys according to Table A or Table B of the average exchange rate of foreign currencies in zlotys announced by the National Bank of Poland (NBP), as of the day of the loss.
2. If a repair carried out abroad without the consent of ERGO Hestia is not within the scope necessary for continuing safe driving and its costs exceed the costs of a similar repair in Poland, the claim for compensation exceeding the costs of repair in Poland shall not be recognised by ERGO Hestia. If the claim is recognised, the compensation shall be determined and paid upon return to Poland, at the prices applicable in the territory of the Republic of Poland.

Super simplified loss adjustment

§ 42

1. Where the loss is reported in accordance with § 38(4)(4) above, ERGO Hestia may, on the basis of the information provided, propose a simplified loss adjustment procedure (Super Simplified Loss Adjustment).
2. The Emergency Centre shall provide the claimant with detailed rules of conduct for following the Super Simplified Loss Adjustment.
3. Where the Super Simplified Loss Adjustment is following, the aggrieved party shall, at their own expense, repair the damaged vehicle within the scope determined with the Emergency Centre.
4. Regardless of the option adopted in the motor hull insurance agreement, a detailed invoice from the workshop shall be submitted to document the vehicle's repair.
5. ERGO Hestia shall reimburse vehicle repair costs incurred and documented with invoices, taking into account the insurance coverage selected by the Insured and the amount of franchise deductibles and other deductibles.

Payment of compensation

§ 43

ERGO Hestia shall pay compensation where the claim of the person eligible under the insurance agreement is recognised as a result of the findings in the procedure to establish the facts, the legitimacy of claims and the amount of compensation, or under a settlement concluded with them, or a final and binding court ruling.

§ 44

1. The compensation shall be paid to the Insured or a person authorised by them.
2. For losses in vehicle being part of inheritance, the compensation is paid to the heirs upon presentation of a court decision confirming the acquisition of the inheritance or confirmation of inheritance.
3. The payment of compensation for the vehicle lost shall depend of deregistering of the vehicle and transferring the ownership law to ERGO Hestia.
4. In the case of recovery of the vehicle or part thereof, ERGO Hestia shall, at the request of the Insured, transfer the ownership of the vehicle to them, provided that part or all of the compensation paid is returned.

§ 45

1. ERGO Hestia shall pay the compensation within 30 days from the receipt of notification about the accident.
2. If it is impossible to clarify the circumstances necessary to establish the liability of ERGO Hestia or the amount of compensation within the time specified in section 1 above, the compensation shall be paid within 14 days from the day on which, exercising due diligence, it was possible to clarify these circumstances. The indisputable part of compensation shall be however paid by ERGO Hestia within the time limit specified in section 1.
3. If the claimant is not entitled to compensation or is entitled to compensation at a different amount than that specified in the claim made, ERGO Hestia shall inform the person making the claim in writing thereof, indicating the circumstances and the legal basis justifying the total or partial refusal to pay the compensation together with instructions on the possibility to pursue the claim in court.
4. Unless otherwise agreed, the sum of money paid by ERGO Hestia shall not be higher than the loss incurred.

§ 46

If the same vehicle is at the same time insured against the same risk with two or more insurance companies with sums insured which in total exceed the insured value thereof, the Policyholder may not claim a benefit in excess of the amount of the loss. Each of the insurance companies shall be held responsible in such proportion as the proportion between the accepted sum insured to the joint sums resulting from double or multiple insurance.

§ 47

If the person entitled to file a claim disagrees with the findings made by ERGO Hestia as to the refusal to satisfy the claim or as to the amount of compensation, they may, within 30 days from the receipt of notification, apply in writing for the re-consideration of the matter by the Management Board of ERGO Hestia.

Insurance recourse

§ 48

1. On the date of compensation payment, ERGO Hestia shall take over the claim of the Insured against a third party responsible for the loss, up to the amount of compensation paid.
2. The claim referred to in section 1 shall not be transferred to ERGO Hestia if the perpetrator of the loss is a person with whom the Insured remains in common household or a person entitled to use the vehicle, unless that person caused the loss intentionally.
3. The Insured shall be obliged to provide ERGO Hestia with all information and documents and to take measures necessary for ERGO Hestia to effectively assert the rights specified in section 1 above.

4. Should the Insured waive their rights against third parties on account of the loss, without the consent of ERGO Hestia, or fail to meet (through wilful misconduct or gross negligence) the obligations resulting from § 38(4)(2) and § 48(3) above, ERGO Hestia may refuse to pay compensation in whole or in part; if compensation has already been paid, it may demand its return.

Expiry of the insurance agreement

§ 49

1. If the insurance agreement is concluded for more than 6 months, the Policyholder may withdraw from the agreement within 30 days, and if the Policyholder is an entrepreneur, it may withdraw from the agreement within 7 days from the date of concluding the agreement. If ERGO Hestia did not inform, at the latest on the date when the agreement was signed, the Policyholder who is a consumer about their right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder who is a consumer became aware of this right. 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.
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 of 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. In the event of transfer or assignment of the ownership of the vehicle, the rights under the insurance agreement may not be assigned to the new owner of the vehicle subject to sections 4 and 6 below. The insurance relationship shall terminate as soon as the ownership of the subject of insurance is transferred or assigned to the new owner of the vehicle.
4. Upon assignment of the vehicle ownership right:
 - 1) from the lessor in a lease agreement to the lessee,
 - 2) from the bank to the borrower or lender,
 the rights and obligations under the insurance agreement are transferred to the vehicle purchaser. Following the transfer of ownership of the vehicle, the purchaser, as the Policyholder, has the option to terminate the insurance agreement.
5. If the rights specified in section 4 above are transferred, the purchases shall also acquire the obligations of the seller. Despite such transfer of obligations, the seller shall have joint and several liability together with the purchaser for the payment of the premium for the period until the transfer of the ownership rights to the subject of insurance to the purchaser.
6. In the case of transfer of ownership of the insured vehicle for security purposes, the insurance agreement shall not be terminated, provided that ERGO Hestia is notified about this no later than on the date of such transfer.
7. The regulations specified in sections 4–6 above shall not apply to the transfer of receivables which arose or may arise from the occurrence of an accident provided for in the agreement.

§ 50

1. If the agreement is terminated as a result of the rescission, the transfer or assignment of ownership of the vehicle as defined in § 49, the premium for the unused period of insurance cover shall be reimbursed, subject to sections 2–3 below.
2. In the event of transfer or assignment of ownership of the vehicle, the request for reimbursement of the premium shall additionally require documentation of the transfer or assignment of ownership of the vehicle.

3. The unused period of insurance cover is counted from the day following the termination/expiry of the insurance agreement.

§ 51

In the case of total loss, the insurance agreement in the part relating to this vehicle shall expire at the date of total loss.

Final provisions

§ 52

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. 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 means of electronic letter (e-mail), SMS, fax or telephone, as appropriate, to the e-mail address indicated by the parties, ERGO Hestia helpline number or mobile or landline telephone number indicated by the Policyholder.

§ 53

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 mentioned in section 1 may contact the ERGO Hestia Customer Ombudsman via the form on the website: www.ergohestia.pl.
 - 6) An individual making a complaint may request that the Financial Ombudsman www.rf.gov.pl review the case.
3. Rules for lodging complaints about 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.

§ 54

1. Insurance agreements are made under Polish law.
2. Disputes arising from the insurance agreement shall be settled under Polish law and may be brought before courts of general jurisdiction or before a court having jurisdiction for:
 - 1) the place of residence or registered office of the Policyholder, the Insured or any person eligible under the insurance agreement,
 - 2) the place of residence of the Insured's heir or an heir to the person eligible under the insurance agreement.
3. The parties to the insurance agreement may submit any disputes arising out of the insurance agreement to a court of arbitration.
4. 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.
5. 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 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.

§ 55

These General Terms and Conditions of Insurance shall come into force on 8 October 2023 and shall apply to insurance agreements concluded after this date.

Prezes Zarządu



Artur Borowiński

Wiceprezes Zarządu
ds. Ubezpieczeń Korporacyjnych



Adam Roman

Appendix No. 1 to the General Terms and Conditions Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage for Corporate Clients

Declaration of the Personal Data Controller

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

Adres email: 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. analysis of the data and human decision-making).

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 the controller's 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 reported complaints and appeals** related to services provided by ERGO Hestia, as well as requests and enquiries 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 a 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 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.

The provision of personal data for marketing purposes is voluntary.