

ERGO
HESTIA[®]

The highest standard of protection

Everything about ERGO 1 insurance



Why ERGO Hestia?

1

Insurance tailored to your needs.

We enable individual configuration of the scope of insurance.

2

Account Manager.

We ensure comprehensive service by one Agent.

3

iHestia.

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

4

Confidence of top market players.

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

5

25 years of experience.

We anticipate the situations that may happen to our Customers.

6

The highest quality of claim adjustment.

We adjust claims following a transparent procedure.

7

Open dialogue with the Customer.

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

8

Management of complaints.

We listen to our Customers and analyse complaints.

9

ERGO Hestia Customer Ombudsperson.

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

Why is ERGO 1 a good choice?

- You get the necessary protection of property (house, apartment, vehicle) against the most frequently occurring events
- The scope of coverage is accepted by banks as a security for your mortgage loan (assignment)
- You select from among three insurance options – you can tailor its scope to your needs and financial abilities

What can you insure in ERGO 1?

- a house or a flat
- outbuildings, e.g. a detached garage
- fixtures and fittings, e.g. linings, paint coatings, indoor elements: doors, windows, roller blinds
- technical equipment, e.g. installations, solar panels, water supply and sewage network, or heating network
- furnishing, e.g. household items, furniture, radio and TV equipment and household appliances
- personal belongings, e.g. clothing, jewellery, watches, equipment: electronic, computer hardware, sports
- third-party liability insurance
- automotive third-party liability insurance
- discounts for claims-free insurance history
- health and life of the driver and passengers (personal accident insurance of the driver and passengers)

What can you insure yourself against in ERGO 1?



Against Fire and Fortuitous Events

This insurance covers property damage caused by a fire or another fortuitous event, e.g. lightning, flooding or hurricane.

You may extend the scope of coverage to include **losses caused by a flood**.

You can **insure your property on a lump-sum basis**, without the necessity to determine the value of each element of the property.



Third-Party Liability Insurance in Private Life

The insurance covers:

- Third-party liability of the owner of the protected property, if the owner causes losses connected with the use of the property, e.g. flooding of the neighbour's apartment
- Third-party liability insurance in private life, which protects in case of causing a loss to other persons e.g. during practising recreational sports or losses caused by children

The insurance also covers **domestic staff and other persons carrying out work in the household**, without the necessity to pay an additional premium.

The insurance covers losses resulting from **flooding not attributable to the Insured**, e.g. due to a failure of the washing machine.

Protection all over the world.



Personal Accident Insurance of the Driver and Passengers

The insurance covers:

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

Protection also during embarking and disembarking from the vehicle and during current maintenance, e.g. during fuelling, washing and cleaning of the car.

Table of degrees of disablement clearly and precisely determines the amount of benefit.



Third-Party Liability Insurance for Motor Vehicle Owners

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

In case you participated in a collision caused by another person, you can report a claim directly to ERGO Hestia, without the necessity to contact the insurer of the offender (so called **Direct Claim Adjustment**).

Depending upon the selected insurance option, in the case of occurrence of a loss you will get **comprehensive assistance** – towing of a vehicle, courtesy vehicle, phone legal assistance and protection of the worked out discounts. We will repair or replace your damaged car window.

Important!

General Terms and Conditions of Insurance are also available on www.ergohestia.pl.

What is iHestia?

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

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

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



Claim report

Claim report

Report a claim.

You will get a clear summary and access to the information on the course of the loss adjustment. You can also report a claim by phone at: 801 114 114 or 58 558 7 000.



Policy configuration

Configuration of coverage or purchase of insurance

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



Policy edition

Service of the concluded contract

Update your personal data or data of the subject matter of insurance. Contact the Agent to extend insurance coverage.



Change of the owner

Report a purchase or sale of a vehicle or real estate. Settle the concluded insurance contracts and paid premiums.



Payments

Pay a premium or its instalment. You can pay the amount due for one policy or for a few policies together.



Documents for downloading

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

Important!

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



General Terms and Conditions of ERGO 1 Insurance

C-E1-02/16

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

Name of the insurance	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§ 17, § 18, § 19, § 21 section 4, § 22 section 2, § 24 section 3
Property	§ 4 section 1, § 6 section 2	§ 4 sections 3–4, § 4 section 6, § 5, § 6 section 1, § 23 section 2, § 26 section 4, § 28
Third-Party Liability Insurance in Private Life	§ 7 section 1, § 7 section 4	§ 7 section 4, § 8
Personal Accident Insurance of Drivers and Passengers	§ 9 sections 1–2, § 30 section 1, § 30 sections 6–7	§ 10, § 30 sections 3–4, § 31 section 2, § 32 section 2
Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	§ 11 sections 1–2, § 12, § 13 sections 1–2, § 14 sections 2–4, § 15 section 1	§ 11 section 2, § 16

§ 1

1. The document describes the terms and conditions of concluding an insurance contract with Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA with its registered office in Sopot, at ul. Hestii 1, (hereinafter: "ERGO Hestia"). The document shall bind the insured persons, if they are not a party to the insurance contract (Customer) at the same time.
2. ERGO Hestia is a controller of personal data transferred in connection with the conclusion and performance of the insurance contract. These data will be processed exclusively in order to carry out obligations under the insurance contract and to meet legally justified purposes of ERGO Hestia (direct marketing of private-label products and services and asserting claims under the concluded insurance contract).
3. The persons whose personal data are processed by ERGO Hestia have the right to access and correct them. Processing of these data for purposes other than indicated above requires prior consent of the interested person.
4. Terms used in this document shall have the meanings set out in the definitions below:

TERM	WHAT DOES IT MEAN?
Accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Accident	In the Third-party Liability Insurance in Private Life – death, bodily injury or loss of bodily function as well as destruction of or damage to property
Act on Third-Party Liability Insurance	Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (i.e. Journal of Laws of 2013, No 392, as amended)
Actual value	Replacement value less technical wear and tear
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³
Alternative parts	Parts whose manufacturer certifies that they are of the same quality as the original components of the given vehicle type
Antiques	Objects of old art (works of artistic craftsmanship) of historical value, older than 100 years
Apartment	A legally separated part of a multi-family residential building together with technical equipment, fixtures and fittings and: a) appurtenant premises; b) walls, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars, awnings
Appropriation	Treating someone else's movable property or someone else's property rights previously held by the appropriator as own property or property rights
Appurtenant premises	Premises appurtenant to the apartment, which can be a separate property, and which are only used by the Insured or their relatives keeping a household together, or a person authorized by them; the appurtenant premises include also the parking space inside the building where the apartment is located
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰–0.5‰, or the concentration of alcohol in breath amounts to 0.1 mg–0.25 mg per 1 dm ³
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Collections	Collection of items gathered according to specified criteria, comprising one type of works of art or other collectibles, e.g. paintings, sculptures, coins, post stamps
Construction	Works comprising the erection of a house, apartment or outbuilding, as well as their reconstruction, repair, superstructure, modernization and extension. Construction does not refer to construction works comprising only the fixtures and fittings
Courtesy car	Courtesy car is a car owned by an entity professionally involved in the rental of vehicles: a) for the insured vehicle: 1/ B-segment passenger car or 2/ D-segment passenger car – for insured vehicles of segments above D; b) for the vehicle which was involved in the collision of vehicles caused by the driver of the insured vehicle – a vehicle of the same segment
Criminal offence	Act of a person prohibited under penalty by the law binding at the time a given act was committed, as a crime of offence, illegal, at fault and socially harmful to a degree higher than infinitesimal

TERM	WHAT DOES IT MEAN?
Customer	A natural person concluding the insurance contract (the Policyholder)
Damage to property	in the Third Liability Insurance in Private Life – losses due to destruction of or damage to a movable item or a real estate possessed by the aggrieved party as well as lost benefits that they might obtain if their property was not destroyed or damaged
Domestic animals	Animals usually bred by people and kept at home or in the backyard: dogs, cats, birds, rodents, aquarium fish, horses, apart from animals bred for commercial and economic purposes
Emergency Centre	The organizer providing assistance services on behalf of ERGO Hestia
ERGO Hestia Representative	the Agent acting in favour of ERGO Hestia, a natural person with the help of whom the Agent performs the agency tasks or an employee of ERGO Hestia
Event	<ul style="list-style-type: none"> a) The future and uncertain sudden event beyond the control of the Insured, causing a loss covered by the scope of insurance – in Property Insurance; b) The future and uncertain sudden event beyond control of the Insured, causing a loss covered by the scope of insurance – in Glass Insurance; c) accident – in Personal Accident Insurance of the Driver and Passengers
Excess	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Extreme sports	Aerodium, balloon/airship, base jumping, bobsleighs, boxing, capoeira, canyoning, American football, heliboarding, heliskiing, house running (rap sliding), half pipe, sea kayaking, whitewater kayaking, karting, cycling – marathon, cycling – trial, mountain cycling, hang gliding/ultralight trike, aviation – airplane, glider aircraft, helicopter, alpine skiing outside designated routes (freeride), diving up to 40 m, off piste skiing/snowboarding, paragliding/motoparagliding, rafting, rock boarding, rocket jumping, rugby, ski mountaineering, skitouring, ski jumping, bungee jumping, speleology, motor sports (not races), parachuting, snowboarding outside designated routes (freeride), martial arts, tree climbing, autogyro, mountain climbing up to 5300 above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, expeditions to jungle, bush, desert, glacial or snow zones, poles
Fixtures and fittings	<p>Elements mounted or embedded in a house, apartment or outbuilding in a fixed manner, preventing their separation without the use of tools, in particular:</p> <ul style="list-style-type: none"> a) internal fittings, mezzanines and partition walls with frame construction, including plasterboard; b) paint coating, all kinds of decorative veneers or linings of ceilings, walls, stairs and floors; c) shower stalls, sinks, tubs, toilet bowls, bathroom and kitchen taps; d) internal elements: doors, windows with glazing and locks, window sills, shutters, roller blinds
Flood	Flooding of areas as a result of a raised level of flowing and standing water, or as a result of a rise of coastal marine waters
Flooding	<p>Presence of liquid in a house, apartment or outbuilding leading to the occurrence of loss as a result of:</p> <ul style="list-style-type: none"> a) precipitation; b) escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems; c) escape of water from household appliances as a result of their failure; d) withdrawal of water or sewage from public sewerage facilities; e) taps or other valves in other devices in the water supply, sewerage or heating systems being left open accidentally and inadvertently; f) operation of third parties; g) escape of water from a broken or cracked aquarium; h) automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building
Fortuitous events	<ul style="list-style-type: none"> a) rescue operations – actions taken to prevent loss threatening directly or to mitigate its effects, together with ineffective actions, if these measures were appropriate to the circumstances; b) smoke and soot – suspension of particles in gas being a direct result of: <ul style="list-style-type: none"> 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; c) hail; d) sonic bang; e) hurricane – wind of at least 15 m/sec., causing massive damage; f) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes; g) snow pressure – the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; h) landslide; i) fire; j) overvoltage caused by lightning; k) surface water flow; l) earthquake; m) lightning strike;





TERM	WHAT DOES IT MEAN?
Furnishing	<p>n) vehicle collision; o) falling tree; p) falling mast; q) falling aircraft; r) explosion; s) ground subsidence</p> <p>Household appliances and other items for using a house or apartment, necessary to run a household, belonging to the Insured or his/her relatives keeping a household jointly with the Insured, such as: a) furniture (including built-in); b) mechanized equipment and household appliances; c) audio-visual, and radio and TV equipment; d) household items; e) household supplies; f) decorative elements</p>
High-risk sports	<p>BMX, artistic gymnastics, grass boarding, ice hockey, hockey on roller-blades, hydrospeed (in the territory of Europe), horse riding, snow scooters, motor yachts, kayaking, kitesurfing, cycling – cross-country, track cycling, bodybuilding, lacrosse, land-kiting, asphalt surfing, alpine skiing on designated routes, diving up to 30 m, football, paintball, parasailing, sled dog racing, polo, sandboarding, tobogganing, skeleton, skijoring, squash, jumps into water, snowboard on designated routes, ski bike, skateboarding, trekking up to 5300 m above sea level, excluding the territory of Antarctic, Arctic, Greenland or Alaska, classic triathlon, trikke skki, rock climbing, wrestling, sailing (excluding high-sea sailing) over the distance from 12 to 100 nautical miles from the coastline, sanding</p>
House	<p>A detached residential building, as well as a separate part of semi-detached or terraced house (including also parts of a house belonging to the Insured constituting co-ownership of several persons), permanently affixed to the ground, demarcated in the space with building partitions, equipped with in-built installations, technical devices and fixtures and fittings, and constituting a technical and utility whole, together with a garage, if it constitutes an integral part of the house. House also includes: a) walls, foundations, roof, terraces, balconies, partition walls without frame construction, external elements: doors, windows with glazing, window sills, roller blinds, bars awnings; b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters</p>
Insured location	<p>A location of the house or apartment specified in the insurance contract</p>
Loss	<p>A direct consequence of the event covered by the insurance contract: a) financial detriment – in the Property Insurance, in the Glass Insurance; b) death, bodily injury, loss of bodily function or financial detriment – in Personal Accident Insurance of the Driver and Passengers; c) personal injury or damage to property – in the Third-party Liability Insurance in Private Life</p>
Market value	<p>Value corresponding to the purchase price on the local market</p>
Market value of an apartment	<p>The value corresponding to the product of the floor area of an apartment multiplied by the average market price of 1 m² in a given town or city or district in relation to apartments of similar characteristics and standard of finish</p>
Monetary values	<p>Gold and silver coins that do not constitute means of payment, non-utility items: silver, gold, platinum in scrap and bars, precious, semi-precious, synthetic stones, pearls, amber, coral, as well as checks, bills of exchange, bonds, shares, bills of lading, letters of credit, payment cards and other documents, replacing cash</p>
Outbuilding	<p>A building permanently affixed to the ground, demarcated in the space with building partitions, with foundations and roof, equipped with in-built installations, technical devices and fixtures and fittings, and constituting a technical and utility whole (apart from a greenhouse), which is used for purposes other than residential purposes, as well as a detached garage. The following elements are parts of the outbuilding: a) walls, foundations, roof, partition walls without frame construction, external elements: doors, windows with glazing, and window sills, b) exterior plaster, façades, thermal, damp-proof and sound-proof insulation, stairs, gutters</p>
Personal belongings	<p>Things used by the Insured or their relatives keeping a household together, in their everyday life, or things that are held by the Insured temporarily, if they were rented or lent for use by the employer, legal entity or other organizational unit, provided that such rental or letting for use was confirmed in writing by the renting or lending entity, such as: a) clothing and other personal effects; b) equipment: photo, electronic, computer hardware and mobile phones; c) musical instruments; d) sports equipment; e) non-registrable wheelchairs and medical and rehabilitation equipment; f) batch production weapons of all kinds, possessed in line with the provisions of law; g) computer software; h) jewellery, watches, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group, cash</p>

TERM	WHAT DOES IT MEAN?
Personal injury	In the Third Party Liability Insurance in Private Life – losses due to death, bodily injury or loss of bodily function as well as the benefits lost by the aggrieved party that they might obtain if they had not suffered a bodily injury or loss of bodily function
Pure economic loss	A financial detriment, expressed in money, incurred by the aggrieved third party, which does not result from a damage to property, personal injury or any infringement of the personal interests
Recreational sports	Aerobics, badminton, baseball, biathlon, blade cross, cross-country skiing, truck running (including jogging), billiard/snooker, box aerobic, bridge, fun ball, Frisbee, gymnastics, golf, snow golf, field hockey, figure skating, yoga, cycling (including bicycle riding), basketball, cricket, kyudo, bowling, athletics (except running), archery, speed skating, classic marathon, hunting, walking, walks up to 2500 m above sea level, water skiing, Nordic walking, handball, volleyball, water polo, swimming, qigong, darts, springboard jumping, jet skis, snorkelling, motor sports (antique car rallying), shooting, SUP, surfing, fencing, chess, dancing, technogym, tennis, table tennis, trampofoil, tae-bo, Tai Chi Chuan, taiko, tambeach, floorball, wakeboarding, windsurfing, rowing, roller skating, angling, inland sailing, marine sailing up to 12 nautical miles from the coastline
Relatives	Spouse, unmarried partner, siblings, ascendants, descendants, in-laws, sons-in-law and daughters-in-law, stepfather, stepmother, stepson, adopted and adoptive parent
Replacement value	The value reflecting the costs of restoring the property to a new yet not improved state, that is: a) for the house, apartment, outbuilding – the reconstruction cost on the same site or the renovation cost, including comparable technology, structure and finishing standard, using existing dimensions and materials; b) for equipment, personal belongings – the costs of purchase or production of a new item of the same or a comparable brand and installation costs
Service point	A garage recommended by ERGO Hestia
Technical devices	Devices enabling the use of a house, apartment or an outbuilding, installed or in-built in a permanent manner and consistent with their intended use: a) utility connections, heaters of any kind, network endpoints; b) devices used for treatment and collecting trash and sewage; c) air conditioning and ventilation systems; d) solar batteries and panels, photovoltaic cells, lightning protector installation; e) alarm and monitoring devices and systems, water supply and sewage network, electricity, gas or heating devices and systems (including fireplaces); f) antennas, intercoms, videophone, cameras
The Insured	The natural person on whose account the Customer has concluded the insurance contract
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia
Vandalism	The deliberate destruction of or damage to insured property by third parties
Vehicle	A vehicle registered as: a) passenger car – with capacity up to 850 kg; b) commercial truck, cargo van, off-road vehicles, pick-up truck – with capacity up to 2 tonnes; c) motorbike, motorcycle, quad
Works of art	Objects of art value, such as: a) original: paintings, collages, frescos, drawings and sculptures and statues made of any material, provided that they are made entirely by the artist, as well as the casts of such sculptures and statues, the number of which is limited to 8 copies and the making of them was supervised by the artist or their heirs; b) tapestries and wall textiles made by hand based on original designs provided by artists, provided that their number is limited to 8 items; c) photographs taken by artists, printed by them or under their supervision, signed and numbered, limited to 30 copies, all sizes and mounts

I. Types of insurance

§ 2

This document describes the terms and conditions of the following types of insurance:

TYPE OF INSURANCE	OPTION I	OPTION II	OPTION III
 Insurance of Property against Fire and Fortuitous Events	Fire and Fortuitous Events – basic scope	Fire and Fortuitous Events – extended scope (lump-sum)	Fire and Fortuitous Events – extended scope
 Third-Party Liability Insurance in Private Life	Third-party liability of the owner of real estate – the policy limit: PLN 20,000	Third-party liability of the owner of real estate – the policy limit: PLN 50,000	Third-party liability insurance in private life – the policy limit: PLN 100,000
 Personal Accident Insurance of the Driver and Passengers	Accident insurance of the driver and passengers – the sum insured: PLN 5,000	Accident insurance of the driver and passengers – the sum insured: PLN 15,000	Accident insurance of the driver and passengers – the sum insured: PLN 30,000
 Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	basic scope	extended scope	comprehensive protection

II. Limits of liability of ERGO Hestia

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

§ 3

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

Property

§ 4

- The Property Insurance covers destruction of or damage to property being a direct consequence of the causes indicated in the table below. The Customer shall choose the subjects of insurance and the scope of coverage from among the options described in the table below:

INSURANCE OPTIONS	I	II – LUMP-SUM	III
Subjects of insurance	<ul style="list-style-type: none"> • house • apartment • outbuilding 	<ul style="list-style-type: none"> • house • apartment • outbuilding • furnishing • personal belongings 	<ul style="list-style-type: none"> • house • apartment • outbuilding • furnishing • personal belongings
Events			
Fortuitous events	✓	✓	✓
Flooding	–	✓	✓
Flood	+	+	+
Additional services:			
Removing the loss remainder	✓	✓	✓
Appointment of appraisers	✓	✓	✓

✓ within the scope of insurance
 – outside the scope of insurance
 + payment of additional premium

- ERGO Hestia shall not be liable within the scope indicated in § 5 and § 17.
- Insurance contract in Option II (lump-sum) is concluded for the lump-sum insured of PLN 30,000, for all subjects of insurance, i.e. a house or apartment, outbuilding, furnishing and personal belongings, without the necessity to specify the value of individual types of property.
- The coverage against flood shall begin on the 31st day from commencement of the insurance period indicated in the insurance contract (deferred period). The deferred period shall be taken into account during calculation of the amount of insurance premium. A deferred period shall not apply in cases of uninterrupted continuation of insurance in ERGO Hestia with respect to floods.
- The outbuilding can be covered by insurance if:
 - at the same time the house or apartment is covered and
 - the outbuilding is situated in the same insured location where the insured house or apartment is situated.
- Personal belongings and furnishing are covered by insurance only if they remain in the insured location or outbuilding, except for the parking space.

§ 5

- Property Insurance does not include loss or damage:
 - to facilities under construction: houses, apartments, outbuildings, as well as nearby fixtures and fittings, technical devices, furnishing or personal belongings, if the loss was a result of the construction works;
 - to furnishing and personal belongings located in loggias, on balconies and terraces;
 - to buildings, equipment and installations subject to demolition, and any property situated therein;
 - to monetary values, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, works of art and collections;

- 5) to hunting trophies;
 - 6) to property acquired for resale;
 - 7) to property used for the purposes of commercial, service or production activity, apart from property lent to the Insured by their employer;
 - 8) to computer hardware, audio-visual, radio and TV, photo and electronic equipment stored in appurtenant premises and outbuildings;
 - 9) to data on carriers of all types;
 - 10) occurring during installation or dismantling of the subject of insurance, conducting maintenance or repairs, as well as resulting from improper installation or manufacturing defect;
 - 11) due to dry/wet rot or property freezing, regardless of the cause;
 - 12) occurring as a result of a liquid freezing in devices and systems and occurring as a result of flooding being a consequence of such freezing;
 - 13) occurring as a result of systematic (i.e. regular and repetitive) influence of noise, vibration, smoke, temperature, water or weather conditions;
 - 14) occurring as a result of flooding with water from precipitation, if the occurrence of the loss was due to bad technical condition of the roof or other elements of the building;
 - 15) occurring as a result of landslides, subsidence, earthquakes, falling trees or masts – as a result of human activities;
 - 16) to property, into possession of which the Insured or their relatives came as a result of an offence.
2. Additionally, the insurance does not cover losses occurring as a result of:
- 1) influence of underground waters, unless they are the result of precipitation or flood;
 - 2) ground settlement, unless it is the result of flood;
 - 3) dampness or flooding caused by leaks from water and sewage system, windows, roof, walls or devices discharging water from the roof, walls, terraces and balconies, if their maintenance was one of the obligations of the Insured, who with ordinary care should have known about leaks resulting from it or if, knowing about the existing negligence in this regard, did not refer in writing to the owner or administrator of the building to request its removal.
3. ERGO Hestia shall not be liable for any loss or damage and its consequences occurring as a result of flood, unless the liability of ERGO Hestia in this respect was extended in the insurance contract.

§ 6

1. Limits of liability of ERGO Hestia in Property Insurance:
- 1) in Option II:
 - a) for property stored in appurtenant premises or outbuildings – 10% of the sum insured;
 - b) for cash – 5% of the sum insured;
 - c) for jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group – 40% of the sum insured;
 - 2) in Option III:
 - a) for property stored in appurtenant premises or outbuildings – 20% of the sum insured for furnishing or personal belongings, respectively;
 - b) for cash – 10% of the sum insured for personal belongings, but not more than PLN 5,000;
 - c) for jewellery, products made of gold, silver, precious stones and pearls, as well as platinum and other metals of platinum group – 50% of the sum insured for personal belongings.

2. Within the limits of the sums insured, if according to the insurance contract ERGO Hestia is also liable for the loss occurred, the compensation shall also cover:
- 1) the costs of appointing insurance appraisers – if ERGO Hestia agreed to such appointment;
 - 2) the costs of removing the loss remainder – in the range of up to 5% of the amount of loss.

Third-Party Liability Insurance in Private Life

§ 7

1. Third-Party Liability Insurance in Private Life covers the liability for losses or damage caused to third parties by persons covered by insurance, resulting from accidents that took place during the insurance period. The Customer shall choose from among the insurance options described in the table below, which differ in the scope or risks covered and the amount of the policy limit.

OPTIONS	I Third-party liability insurance of the owner of real estate	II Third-party liability insurance of the owner of real estate	III Third-Party Liability Insurance in Private Life
Persons covered by insurance			
The Insured	✓	✓	✓
Minor children of the Insured	✓	✓	✓
Relatives of the Insured, including adult children, residing together with the Insured	✓	✓	+
Domestic staff and other persons carrying out work in the household, employed by the Insured in connection with the performance of work for people covered by insurance	✓	✓	✓
Scope of insurance			
Losses or damage to property or personal injuries caused in relation to the use or possession of house or apartment (including rented house and apartment)	✓	✓	✓
Losses or damage to property or personal injuries resulting from flooding not attributable to the Insured	✓	✓	✓
Losses or damage to property or personal injuries caused in relation to the possession and use of property, including the property used by the persons covered by insurance under rental, tenancy, loan, lease agreement or other related legal relationship	✓	✓	✓
Losses or damage to property or personal injuries caused in relation to care of minor children	✓	✓	✓
Losses or damage to property or personal injuries resulting from practising recreational sports, using sailing equipment	–	–	✓
Losses or damage to property or personal injuries occurring in relation to possession of domestic animals (also being under the care of the Insured)	✓	✓	✓
Other losses or damage to property or personal injuries caused to third parties in connection with private life activities	–	–	✓
Territorial scope	Poland	Poland	Worldwide

- ✓ within the scope of insurance
- outside the scope of insurance
- + payment of additional premium

2. ERGO Hestia shall not be liable within the scope indicated in § 8 and § 17.
3. The insurance contract covers losses occurring as a result of an accident which took place in the insurance period, regardless of the time of the claim being reported by the aggrieved parties, save that all losses from the same accident or being the result of the same cause shall be deemed as one accident regardless of the number of the aggrieved parties, and it shall be assumed that they occurred upon the occurrence of the first loss.
4. ERGO Hestia shall also cover, within the policy limit, the necessary costs of:
 - 1) fee of the appraiser appointed upon a written consent of ERGO Hestia to determine the circumstances of the accident, causes and extent of loss, up to 20% of the policy limit as a maximum;
 - 2) necessary actions taken by the Insured after an accident in order to reduce the extent of loss.

§ 8

1. Third-Party Liability Insurance in Private Life shall not cover losses or damage:
 - 1) for which the Insured or the persons covered by insurance are responsible, as they have contractually assumed liability of a third party, or expanded the scope of their liability under generally applicable provisions of law;
 - 2) caused to relatives of the persons covered by insurance;
 - 3) caused between the Insured and the persons covered by insurance;
 - 4) covered by obligatory third-party liability insurance policies which are required of the Insured;
 - 5) resulting from conducting business activity or practising a profession;
 - 6) in the form of pure financial losses;
 - 7) resulting from claims for performance or proper performance of an obligation, claims for reimbursement of costs incurred for performance or proper performance of an obligation, claims and costs attributable to substitute performance of an obligation.
2. Third-Party Liability Insurance in Private Life shall also not cover losses or damage occurring:
 - 1) as a result of practising high-risk sports or extreme sports;
 - 2) in relation to the possession or use of any motor vehicles, aircraft or flying equipment;
 - 3) in any vessels or sailing equipment, with the exceptions of boards for all types of surfing, canoes, paddle boats and rowing boats;
 - 4) in relation to the infringement of copyrights and related rights, patents, trademarks and trade names;
 - 5) in monetary values, cash, documents, manuscripts, plans, archives, stamp collections, coin collections, antiques, art works and collections;
 - 6) directly or indirectly in relation to the extraction, processing, production, distribution and storage of asbestos and asbestos-containing products;
 - 7) in relation to the construction of houses, apartments, outbuildings, if a building permit was required to carry out these works;
 - 8) as the consequence of a systematic (i.e. regular and repetitive) influence of noise or water;
 - 9) as a result of the withdrawal of liquid in sewage systems;
 - 10) as a result of slow impact of pollutants.
3. Insurance shall not cover fines as well as contractual, administrative or legal penalties and other financial penalties.

Personal Accident Insurance of the Driver and Passengers

§ 9

1. Personal Accident Insurance of the Driver and Passengers covers the consequences of accidents suffered by a driver or passengers of the insured vehicle, arising from the use of vehicle. The scope of coverage is specified in the insurance contract according to the following options:

OPTIONS	I	II	III
Personal accident benefits			
Death of the Insured	100% of the sum insured	100% of the sum insured	100% of the sum insured
Permanent disablement of the Insured	Lump-sum payment of the benefit in accordance with table in Appendix 1 to the General Terms and Conditions of Insurance		
Temporary incapacity to work or study	Payment of 1% of the sum insured for each day of incapacity to work or study from the 10th day after the accident, and if the incapacity to work or study lasted for at least 30 days, from the next day after the accident, up to 180 days.		
Costs of medical treatment	Refund of documented costs, necessary from the medical point of view, incurred within the territory of the Republic of Poland, if compensation for permanent disablement was due to the Insured, up to 30% of sum insured. These costs comprise: <ol style="list-style-type: none"> a) examinations, outpatient and surgery procedures; b) stay in a healthcare facility; c) purchase of medications, wound dressings; d) medical aids, prostheses, orthopaedic devices; e) vocational training for the disabled. Personal Accident Insurance of the Driver and Passengers also covers the costs of restoration of permanent teeth, provided that they are incurred no later than two years after the accident – up to 20% of the sum insured, but up to the maximum amount of PLN 2,000; the reimbursement of costs of permanent teeth restoration may not exceed the amount of PLN 200 per one tooth.		
Territorial scope	Worldwide	Worldwide	Worldwide

2. The driver who repairs the vehicle during the journey is covered by Personal Accident Insurance of the Driver and Passengers only if the purpose of repair is to arrive at the nearest garage or service centre, or to continue the journey.
3. ERGO Hestia shall not be liable within the scope indicated in § 10 and § 17.

§ 10

1. Personal Accident Insurance of the Driver and Passengers does not cover accidents:
 - 1) occurring in connection with committing or attempting to commit a crime by the vehicle's driver, stated by a final and binding court decision, unless it had no influence on the occurrence of loss;
 - 2) occurring during test drives, rallies or races, trainings, competitions or use of the vehicle as a prop or showpiece;
 - 3) caused by drivers of prototype vehicles, understood as experimental models developed by a vehicle manufacturer for a new series of vehicles;
 - 4) resulting from or arising out of any illness, if it had an influence on the occurrence of loss;
 - 5) suffered by the Insured as a result of bodily injury or loss of bodily function of the Insured due to treatment, regardless of who performed the treatment, unless it was directly associated with the consequences of a personal accident;
 - 6) occurring during the vehicle's rental or in vehicles made available as courtesy cars in a manner other than rental.
2. Medical expenses do not include costs of rehabilitation and transportation.

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

§ 11

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

OPTIONS	I basic scope	II extended scope	III comprehensive protection
Third-Party Liability Insurance for Motor Vehicle Owners, in accordance with the Act on Third-Party Liability Insurance	✓	✓	✓
Scope of coverage and sums insured (additional insurance)			
Windows Insurance	-	✓ PLN 5,000	✓ PLN 5,000
Towing	-	✓ PLN 2,000	✓ PLN 2,000
Phone Legal Assistant	-	✓ PLN 2,000	✓ PLN 2,000
Courtesy car	-	-	✓ PLN 3,000
Insurance Cover against the loss of no-claims discount	-	-	✓ subject to § 15 section 2

✓ within the scope of insurance
- outside the scope of insurance

3. In Options II and III ERGO Hestia shall not be liable within the scope of additional insurance in the cases indicated in § 16 and § 17.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle.

§ 12

The below-listed services are performed via the Emergency Centre and include:

- 1) Towing the vehicle – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, organization and coverage of costs of towing the vehicle from the place of collision to the location designated by its participants in the territory of Poland, maximally up to 150 km for each vehicle. Both the insured vehicle and the vehicles which collided with it may be towed;
- 2) Courtesy car – it covers, in case of a collision caused in the territory of Poland by the driver of the insured vehicle, the organization and costs of rental and delivery of courtesy cars to the site or rental of courtesy cars and transportation of the drivers and passengers who participated in the collision – for all its participants, maximally in the number of vehicles corresponding to the number of those participating in the collision – to the vehicle rental location in the territory of Poland. Courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract, for a period not longer than 3 days, if the vehicle has been damaged, and the extent of damage makes it impossible to safely continue the journey. The “Courtesy car” service does not include the costs of fuel, insurance and additional charges, including deposits collected by courtesy car rental companies, and an excess towards the loss or damage to courtesy car.

- 3) Phone Legal Assistant – the scope of insurance covers the provision of phone legal advices to the Insured (maximally 12 times during the insurance period) as regards the following legal problems concerning the insured vehicle:
- a) asserting claims for damages due to a damage to property caused by a tort (legal protection in case of damages to the vehicle);
 - b) asserting claims for damages due to a personal injury caused by a tort (legal protection in case of personal injuries in traffic);
 - c) a suspicion of committing an offence against safety in traffic or presenting a charge of its committing;
 - d) a suspicion of committing a minor offence against safety and order in traffic or presenting a charge of its committing;
 - e) the proceedings relating to confiscation of the driving license of the Insured or withdrawal of a license to drive vehicles;
 - f) the proceedings relating to confiscation of the vehicle registration card or the temporary permit of the Insured, or to the occurrence of other problems relating to the vehicle's entry into service;
 - g) tasks relating to registration and de-registration of the vehicle;
 - h) the provisions of the Act on Third-Party Liability Insurance.

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

- 1/ model contracts relating to the possession and use of the vehicle (maximally 4 times during the insurance period);
- 2/ the existing and previous legal acts regulating the legal status (maximally 4 times during the insurance period);
- 3/ legal information concerning the subject of insurance (rights and obligations, litigation procedures, information on the costs of such litigation, phone and address details of courts, public prosecutor's offices or other authorities involved in a given legal dispute, regulations on traffic in the countries of the European Union).

§ 13

1. In the case of damage to or destruction of a windshield, rear window or side windows of the vehicle named in the insurance contract, ERGO Hestia shall ensure a repair or replacement of damaged or destroyed windshield, rear window and side windows of the vehicle by the service point specified by ERGO Hestia.
2. Car windows are covered with the insurance against damage or destruction occurring within the territory of Poland as a result of all events not excluded herein.
3. ERGO Hestia shall not be liable within the scope indicated in § 16 and § 17.

§ 14

1. A car window shall be replaced or repaired with the use of alternative parts.
2. In the event of damage to the vehicle, which prevents the repair or replacement of the window, ERGO Hestia shall pay to the Insured the equivalent of the costs of replacing the damaged window at the amount of the costs of purchase of alternative parts as of the date of loss occurrence.
3. If the repair or replacement of a car window by the service point is not possible within 24 hours from loss notification, ERGO Hestia shall reimburse the incurred costs of parking the vehicle in a guarded car park up to the amount of the actual costs incurred, as a maximum up to PLN 300 (gross).

4. If, due to damage to the car window, the journey cannot be safely continued, ERGO Hestia shall arrange for and cover the costs of towing the vehicle to the nearest service point in the territory of Poland.

If the Insured incurred the costs of towing, ERGO Hestia will refund them up to:

- 1) PLN 150 (gross), if towing is executed at maximum up to 25 km from the scene of the accident,
- 2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed beyond the distance of 25 km from the scene of the accident.

§ 15

1. In the Insurance Coverage against the Loss of No Claims Discount, in the case of a loss under the Third-Party Liability Insurance for Motor Vehicle Owners concluded in ERGO Hestia, the idea of the insurance benefit is that at the conclusion of subsequent third-party liability insurance contract for motor vehicle owners in ERGO Hestia:
 - 1) if, throughout the period of third-party liability insurance for motor vehicle owners, one claim resulting in the payment of compensation has been made, the insured vehicle retains the no-claim discount in ERGO Hestia and no claim insurance history at the previous level;
 - 2) if, throughout the period of third-party liability insurance, more than one claim resulting in the payment of compensation has been made, the insurance history for the insured vehicle is determined taking into consideration the number of claims less one claim. At the same time, the Insured loses the no-claims discount for insurance continuation in ERGO Hestia.
2. This coverage may be against the loss of no-claim discount in ERGO Hestia and claims-free history of coverage of the vehicle owned or used by the Insured, who as at the date of commencing insurance coverage has at least 20% discount under claims-free history of third-party liability insurance for motor vehicle owners and is 26 years of age, and over the last 12 months did not have been involved in any claims under third-party liability insurance for motor vehicle owners, and in the case of a break in third-party liability insurance for motor vehicle owners – over 12 months of the last contract under third-party liability insurance for motor vehicle owners.

§ 16

1. In Options II and III of third-party liability insurance for motor vehicle owners, within the scope of additional insurance, ERGO Hestia shall not be liable for losses, if the driver:
 - 1) at the time of the event is under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or medication with a similar effect while being authorised to use the vehicle; or
 - 2) leaves the scene of the accident while being authorised to use the vehicle; or
 - 3) at the time of the event does not have a required licence to drive the vehicle and is authorised to use the vehicle; unless it has no influence on the occurrence of loss.
2. The service Phone Legal Assistant does not cover the provision of phone legal advice to the Insured relating to the claims of the Insured:
 - 1) against ERGO Hestia, subject to § 39;
 - 2) transferred to the Insured by way of an assignment of claims (assignment);
 - 3) and mutually transferred between the Insured and the Customer under the same insurance contract.
3. The Windows Insurance does not cover damage:
 - 1) to components of the vehicle not constituting structural element of the car glass, such as anti-burglary and darkening foils, exterior decorative and protective trims;
 - 2) to windows damaged earlier and not fixed;
 - 3) resulting from the vehicle's appropriation by a third party;

- 4) occurring as a result of manufacturing defects of windows and their components or as a result of a repair of the vehicle inconsistently with the technology of repair;
 - 5) occurring during the vehicle's rental or in vehicles made available as courtesy cars in a manner other than rental.
4. Excess of the Insured amounts to PLN 50 in relation to damage involving the replacement of the windshield.

General exclusions

§ 17

1. ERGO Hestia shall not be liable for injury, loss or damage:
 - 1) for losses caused intentionally by the Insured or a person with whom the Insured lives in the same household;
 - 2) for losses caused by the Insured due to gross negligence, unless the payment of compensation is fair and equitable in these circumstances;
 - 3) resulting from acts of war, martial law, state of emergency, riot, civil commotion, civil unrest, strikes and lockouts, as well as acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 4) resulting from nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields, ionization radiation, influence of biological and chemical weapons, and resulting from chemical or biological contamination;
 - 5) caused by the Insured under the influence of alcohol or when intoxicated, under the influence of drugs or other intoxicants or medication with a similar effect, unless the Insured's condition had no influence on the loss.
2. The exclusion mentioned in section 1 item 1)-2) does not apply to the Personal Accident Insurance of the Driver and Passengers.
3. The exclusions referred to in section 1 item 2) do not apply to Third-Party Liability Insurance in Private Life.
4. The exclusions indicated in section 1, within the scope of Third-Party Liability Insurance for Motor Vehicle Owners, apply only to additional insurance.

III. Sums insured and policy limits





§ 18

1. The sum insured or the policy limit for each type of insurance (except the policy limit in Third-Party Liability Insurance for Motor Vehicle Owners) shall be specified by the Customer pursuant to § 19 and § 20. These sums constitute an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance (in Third-Party Liability Insurance in Private Life for all accidents, which will occur in the insurance period and in relation to all aggrieved parties, while in Personal Accident Insurance of the Driver and Passengers – in relation to every Insured).
2. The sum insured or the policy limit shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia. After exhausting the sum insured or the policy limit, the insurance contract with regard to each type of insurance (except Third-Party Liability Insurance for Motor Vehicle Owners) shall be terminated as at the date of exhausting the sum insured or the policy limit, as appropriate.

3. With the consent of ERGO Hestia, the Customer may supplement the sum insured or the policy limit (except the policy limit in Third-Party Liability Insurance for Motor Vehicle Owners) by completing a new insurance application and paying an additional premium.

§ 19

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

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	OPTION I	OPTION II	OPTION III
 Insurance of Property against Fire and Fortuitous Events	The manner of determining the sum insured is described in § 20		
 Third-Party Liability Insurance in Private Life	PLN 20,000	PLN 50,000	PLN 100,000
 Personal Accident Insurance of the Driver and Passengers	PLN 5,000	PLN 15,000	PLN 30,000
 Third-Party Liability Insurance for Motor Vehicle Owners	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance	The policy limit is determined by the Act on Third-Party Liability Insurance

2. In Options II and III, the sums insured for additional insurance to Third-Party Liability Insurance for Motor Vehicle Owners are specified in § 11.
3. In Personal Accident Insurance of the Driver and Passengers, if the vehicle has more passengers than it is provided for in its registration card, the sum insured attributable to each passenger shall be estimated as follows: the sum insured specified in the insurance contract shall be multiplied by the number of seats in the vehicle (except for the seat of the driver), and then divided by the number of passengers riding in the vehicle.

§ 20

1. The Customer shall specify the sum insured determined on the basis of:
 - 1) market value of the apartment;
 - 2) replacement value – for furnishing, personal belongings;
 - 3) replacement value – for:
 - a) a house not older than 50 years or in the case of which the roof, as well as façades were replaced or underwent major renovation within the last 50 years;
 - b) outbuilding not older than 30 years or in the case of which the roof, as well as façades were replaced or underwent major renovation within the last 30 years.

In any other case, the sum insured for a house or outbuilding shall be determined on the basis of its actual value.

2. The upper limit of liability of ERGO Hestia for individual types of property is described in § 6.
3. The sum insured in Option II (lump-sum) in Property Insurance is determined in § 4 section 3.
4. If a part of the house or apartment, which is jointly owned by several people (except spouses with joint property) is covered, the sum insured should be proportional to the amount of the Insured's share in the ownership of the real estate, specified in the land and mortgage register kept for it.
5. The sum insured for outbuildings shall be determined jointly for all outbuildings situated in the insured location, according to the value indicated by the Customer.

IV. Obligations of the Customer/the Insured

§ 21

1. The obligations of the Insured comprise:
 - 1) providing ERGO Hestia with the documents necessary for consideration of a request for payment of compensation, listed by ERGO Hestia in the notification or notifying ERGO Hestia immediately about inability to provide such documents;
 - 2) informing the Police immediately about every event which could occur as a result of a an offence or minor offence (including vandalism) and submitting a request regarding the prosecution of persons responsible for the loss, if possible;
 - 3) immediately informing the building administrator about any event of flooding of the apartment;
 - 4) leaving the site where the event occurred untouched until the time of inspection of the scene by ERGO Hestia, unless a change is necessary to safeguard the remainder property or to decrease the extent of loss; ERGO Hestia may not refer to this provision if, for reasons attributable to it, it did not start the claim adjustment process within 7 days upon receipt of the notification about the event;
 - 5) filling in all documents required by ERGO Hestia, necessary for the correct claim adjustment, including the claim report form, which should describe the course of events and circumstances regarding the loss;
 - 6) adhering to ERGO Hestia recommendations and providing information and authorizations to other persons to act on behalf of the Insured, to the extent necessary for the proper claim adjustment.
2. If the aggrieved party initiates legal proceedings against the person who caused the event or the accident and brings a claim for compensation before a court, the Insured is obliged to notify ERGO Hestia immediately.
3. Moreover, in Personal Accident Insurance of the Driver and Passengers, in case an event occurs, the Insured is obliged to:
 - 1) undergo treatment and follow recommendations to mitigate the effects of the accident;
 - 2) undergo examination or possible clinical monitoring;
 - 3) release the physicians, public and private health care establishments and Social Insurance Institution (ZUS), to the extent necessary to investigate the claim, from the confidentiality obligation and agree to provide ERGO Hestia with the documentation of treatment.
4. If the Insured, due to wilful misconduct or gross negligence, fails to meet obligations specified in sections 1 and 3, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of loss, determination of causes of event, its circumstances and the amount of compensation and it has a causal relationship with the resulting loss.
5. Throughout the duration of insurance contract, the Customer has to immediately notify ERGO Hestia of any changes in circumstances which may affect the probability of an event about which ERGO Hestia asked in the insurance application or in other communication prior to conclusion of the insurance contract.
6. In the event that the insurance contract is concluded on behalf of someone else, the Customer undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents to pay for a premium, the Customer shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of the General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

§ 22

1. The Insured is obliged to secure the possibility to assert claims for damages against persons responsible for the loss.
2. If the Insured waives all or part of their rights against the person who caused the loss without the consent of ERGO Hestia, ERGO Hestia may refuse to pay compensation in whole or in the part subject to the waiver, and if the compensation was already paid, it may seek reimbursement of the amount corresponding to the whole or the part with respect to which the Insured has waived those rights, as appropriate.

V. Property protection

§ 23

1. The Insured shall:
 - 1) ensure proper protection of the property, including compliance with the provisions concerning its protection, storage and use and other provisions aiming at the prevention of loss;
 - 2) comply with applicable provisions concerning fire protection, construction and use of technical devices and performance of technical supervision;
 - 3) comply with recommendations and requirements of manufacturers or suppliers of such devices and with other provisions aiming at the prevention of loss;
 - 4) take care of maintenance of pipes and devices supplying and discharging water, steam or liquids and use appropriate protective measures timely so as to secure these pipes and devices against frost.
2. If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in section 1, ERGO Hestia shall refuse to pay full or partial compensation for the resulting loss, provided that such failure had a bearing on the occurrence or extent of loss, determination of causes of the event, its circumstances and the amount of compensation and it has a causal relationship with the resulting loss.

VI. Loss report and determination of the extent and amount of loss

§ 24

1. The Insured is obliged to notify ERGO Hestia about the event or accident immediately after it occurred or upon learning about it.
2. Notification may be made:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling: 801 114 114 or 58 558 7 000.
3. In the case of intentional breach or gross negligence in relation to the obligation of immediate notification, ERGO Hestia may reduce the compensation or benefit by relevant amount, only if the breach contributed to increasing the extent of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 25

1. ERGO Hestia shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to its own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation or benefit to be granted, the settlement reached with the eligible person or the valid decision of the court, within 30 days following the date when it was notified of the accident.
2. If it is impossible to clarify the circumstances necessary to establish liability of ERGO Hestia or the amount of compensation or benefit within the period indicated in section 1, the compensation and benefit should be paid within 14 days from the date when these circumstances may be clarified with due diligence. ERGO Hestia pays the indisputable part of compensation or benefit within 30 days.
3. The compensation paid by ERGO Hestia may not be higher than the loss incurred.

Property

§ 26

1. The extent of loss and amount of compensation shall be determined, within the limits of the sum insured and the limits of liability specified in §6 for individual subjects of insurance, applying the prices from the date when the loss occurred, on the basis of:
 - 1) receipts (invoices) of contractor together with the cost estimate;
 - 2) calculation of the aggrieved party who has removed or intends to remove the loss with his own resources; or
 - 3) calculation by ERGO Hestia on the basis of publicly available contractor estimators used in property maintenance and repairs, based on guidelines adopted in §20 for determination of the sum insured, subject to section 3.
2. ERGO Hestia analyses receipts, invoices, calculations and other documents concerning the repair costs, submitted by the Insured, with respect to the scope of works and the amount of costs, based on publicly available contractor estimators used in renovation and repairs, taking into account the arithmetic means of prices of repair services used in the province of the place of occurrence of the loss.
3. If the apartment was totally destroyed, ERGO Hestia shall determine the amount of compensation as at the date of occurrence of the loss in accordance with the market value of the apartment. Otherwise, the amount of compensation shall be determined on the basis of the replacement value of the destroyed property.
4. The extent of loss shall be decreased by the salvage value of the damaged or destroyed property that may be suitable for further use, processing or sale.
5. Compensation shall be established in the amount corresponding to the extent of loss within limits of the sum insured, save that in the case of destruction of or damage to the insured property, the extent of loss and the amount of compensation shall not exceed, depending on the method of determining the sum insured, the replacement, actual or market value of the individual subjects of insurance.

§ 27

In the case of a part of a house constituting co-ownership of several persons (except spouses with joint property), the amount of compensation shall be a share in loss determined on a pro rata basis to the share of the Insured in the ownership of entire house or apartment.

§ 28

While determining the amount of loss, the following is not taken into account:

- 1) scientific, collector's, vintage or memorial value;
- 2) costs resulting from unavailability of spare parts and materials necessary to restore the condition existing before the loss, if repair can be made with the use of other replacement parts or materials available on the market;
- 3) costs incurred for disinfection of the remainder after loss, removal of soil, water and air contamination and soil rehabilitation.

Third-Party Liability Insurance in Private Life

§ 29

ERGO Hestia shall pay due compensation to the aggrieved party in accordance with the rules of third-party liability of a person covered in Third-Party Liability Insurance in Private Life. ERGO Hestia may also:

- 1) defend the Insured against an unjustified claim;
- 2) at any time pay compensation amounting to the policy limit, which can satisfy claims, releasing itself from the obligation to continue to defend and incur other costs.

Personal Accident Insurance of the Driver and Passengers

§ 30

1. In Personal Accident Insurance of the Driver and Passengers, ERGO Hestia shall pay the benefit for death as a result of accident, only if it occurred within a year from the date of accident and is a consequence of bodily injuries suffered as a result of the accident.
2. The determination of causal relationship between the accident and the loss, and the type and degree of permanent disablement shall be done based on proofs and medical documentation gathered by ERGO Hestia.
3. In the case of loss or damage to an organ or system, the functions of which were impaired before the accident, the permanent disablement degree shall be determined as the difference between the disablement before and after the accident, taking into account the losses that occurred within one year from the date of the accident.
4. If the Insured suffers several disablements, ERGO Hestia pays out the benefits for all disablements covered by insurance up to the amount of the sum insured.
5. ERGO Hestia asks for the opinion of medical consultants for the purposes of determining the degree of permanent disablement.
6. Medical treatment expenses are paid to the Insured or another person who incurred the expenses:
 - 1) if they were incurred in the period no longer than 2 years from the date of accident;
 - 2) against receipts or invoices;
 - 3) in the amount which has not been and shall not be covered by general health and social insurance.
7. ERGO Hestia shall reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to verify the legitimacy of the claims of the Insured.

§ 31

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

§ 32

1. The benefits shall be paid to the Insured, subject to section 2.
2. The benefit for death of the Insured shall be paid to the beneficiary, unless such a person intentionally contributed to the death of the Insured.
3. The Insured may at any time change the beneficiary.
4. If by the time of death of the Insured, the Insured failed to designate the person entitled to receive the benefit, the benefit shall be granted to family members of the deceased in the following order:
 - 1) to the spouse – in full;
 - 2) children – in equal parts;
 - 3) parents – in equal parts;
 - 4) other heirs of the deceased – in equal parts.

VII. Insurance premium

§ 33

1. The amount of the premium shall be determined by ERGO Hestia on the basis of the tariff in force on the date of conclusion of the insurance contract.
2. The amount of the premium depends on:
 - 1) the risk level assessment with the requested scope of insurance;
 - 2) the premium payment method (i.e. whether the premium is paid on a lump-sum basis or by instalments);
 - 3) the insurance period and option;
 - 4) the amount of sum insured or policy limit;
 - 5) the history of insurance contracts concluded by the Customer with ERGO Hestia as regards the insured risks.
3. In the Property Insurance, the amount of additional premium for the extension of coverage to include flood shall be determined taking into account the period of coverage and the probability of the occurrence of flood in the insured location.
4. In the Third-Party Liability Insurance in Private Life in Option III, the amount of premium also depends upon the number of adult insured persons.
5. The dates of payment of subsequent premium instalments and their amounts are determined in the insurance contract.

§ 34

1. If premiums are paid in instalments, failure to pay a subsequent instalment within the specified deadline may lead to cessation of ERGO Hestia's liability only when ERGO Hestia sends to the Customer, after the lapse of that deadline, a call for payment of the premium in the specified amount, warning that failure to pay the amount within 7 days from the date of receipt of the call shall result in cessation of liability.
2. If payment is made via bank transfer or postal order, the payment date is the date when the payment was ordered in the bank or at the post office, provided that, when paying via a bank transfer, there were enough funds on the Customer's account; otherwise the payment date is the date when the ERGO Hestia bank account is credited with the respective amount.

VIII. Termination of the contract

§ 35

1. If the insurance contract was concluded for a period exceeding 6 months, the Customer has the right to withdraw from the contract within 30 days of its conclusion. If ERGO Hestia fails to inform the Customer being a consumer about their right to withdraw from the insurance contract on the date of its conclusion at the latest, the 30-day period shall start on the date when the Customer being a consumer learns about this right.
2. A customer who concluded an insurance contract by remote means may withdraw from the contract within 30 days from the date of notification about concluding the insurance contract or the date of confirming the information referred to in Article 39 section 1 of the Act of 30 May 2014 on Consumer Rights, whichever date is later. The time limit is considered observed if the declaration is sent before the lapse thereof.
3. Such a withdrawal does not release the Customer from the payment of premium for the period of being provided with insurance coverage by ERGO Hestia.
4. The Customer may file the withdrawal notice:
 - 1) by using the individual account at: ihestia.ergohestia.pl; or
 - 2) through an online form available at: www.ergohestia.pl; or
 - 3) through the ERGO Hestia representative; or
 - 4) by calling: 801 114 114 or 58 558 7 000;
 - 5) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;

IX. Final provisions

§ 36

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

§ 37

1. The Customer, the Insured or the beneficiary under the insurance contract who is an individual may raise objections as to the services provided by ERGO Hestia (a complaint):
 - 1) through the individual account at: ihestia.ergohestia.pl;
 - 2) through an online form available at: www.ergohestia.pl;
 - 3) by calling: 801 114 114 or 58 558 7 000;
 - 4) in writing – to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - 5) verbally or in writing – during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
2. Complaints shall be processed by an organisational unit established for this purpose by ERGO Hestia Management Board.
3. A reply to a complaint shall be sent within 30 days from receiving the complaint in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.
4. In particularly complex cases where a complaint cannot be processed and a reply cannot be provided within the time limit specified above, a reply will be sent within 60 days from the date of complaint receipt.
5. Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Ombudsman through the online form available at: www.ergohestia.pl.
6. The beneficiary under the insurance contract, being an individual, may refer the matter to be examined by the Financial Ombudsman.

§ 38

1. Notices and statements of the Customer and ERGO Hestia should be made in writing, subject to section 3.
2. The Customer and ERGO Hestia shall be obliged to inform each other about the change of residence address or address of registered office.
3. In the insurance contract, the Customer and ERGO Hestia may decide that their notices and statements can be delivered also:
 - 1) by the Customer:
 - a) by using the individual account at: ihestia.ergohestia.pl; or
 - b) through an online form available at: www.ergohestia.pl; or
 - c) through the ERGO Hestia representative; or
 - d) by calling: 801 114 114 or 58 558 7 000;
 - 2) by ERGO Hestia:
 - a) using the contact option through the account at: ihestia.ergohestia.pl; or
 - b) through the ERGO Hestia representative; or
 - c) using the contact details given by the Customer.
4. Delivery of notices and statements in these forms may be introduced at any time, at the request or with the consent of the Customer, along with the information about their address and telephone number.

§ 39

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

§ 40

The General Terms and Conditions of Insurance shall enter into force on 13 June 2016 and shall apply to insurance contracts concluded from that date.

Piotr Maria Śliwicki



President of the Management Board

Adam Roman



Member of Management Board

Appendix 1 to the General Terms and Conditions of ERGO 1 Insurance

Table of degrees of disablement due to an accident

EVENTS FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID
Post-traumatic total injury	
Tetraplegia	100%
Hemiplegia	100%
Paraplegia	100%
Hemiparesis limiting the aptitude of limbs with global aphasia	100%
Extrapyramidal syndrome significantly limiting the aptitude of organism and requiring third party care	100%
Disequilibrium of cerebellar or vestibular origin, making it impossible to walk	100%
Epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work or requiring individual/special education	100%
Severe mental disturbances requiring constant third party care (dementia-like changes, permanent psychoses, frequent and long-lasting psychiatric hospitalization)	100%
Total loss of vision in both eyes	100%
Total hearing loss in both ears	100%
Total anarthria Total aphasia with agraphia and alexia, despite 12-month speech-therapy	100%
Amputation of two upper/lower extremities	100%
Post-traumatic partial injury	
Post-traumatic injuries of internal organs	
Heart or pericardium damage	15%
Damage to aorta, cava and the main branches	10%
Damage to stomach	5%
Rupture of the spleen without necessity to remove it	5%
Damage to diaphragm	5%
Damage to liver requiring a transplant (end-stage hepatic failure)	80%
Damage to the small or colon intestine	10%
Damage to rectum and anus	10%
Brain contusion	10%
Brain concussion	1%
Post-traumatic loss/ damage of: an organ or body part	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/Phallus	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%
Cranium bone loss	6%

EVENTS FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID
Nose in its entirety (including the nasal bones)	30%
Loss of maxilla	40%
Loss of mandible	50%
Total loss of vision in one eye	30%
Total hearing loss, unilateral	30%
Total loss of one auricle	15%
Total loss of both auricles	25%
Total loss of breast (mammary gland)	25%
Partial loss of breast (mammary gland)	15%
Major amputation of one upper extremity (above elbow)	65%
Minor amputation of one upper extremity (below elbow)	60%
Total amputation of one hand (palm)	50%
Total loss of upper extremity function	50%
Total amputation of five fingers on one hand	40%
Major amputation of lower extremity (at knee joint)	60%
Minor amputation of lower extremity (below knee)	50%
Total amputation of foot	40%
Total post-traumatic loss of lower extremity function	40%
Total amputation of five toes on one foot	25%
Loss of extremity in the shoulder	75%
Loss of extremity together with scapula	80%
Loss of extremity in the brachial area	65%
Loss of extremity in the antebrachial area	55%
Post-traumatic partial injury	
Post-traumatic loss/damage of: body part and complete muscle rupture	
Loss of hallux	8%
Total loss of toes II, III, IV and V of foot	3%
Total loss of the thumb	10%
Total loss of the index finger	8%
Total loss of fingers III to V – for each finger	2%
Total rupture of quadriceps muscle	6%
Total rupture of biceps femoris (lower extremity)	4%
Complete rupture of the biceps and triceps (upper extremity)	3%
Complete rupture of the Achilles tendon	6%
Sutured wounds, frostbite or burn	
Incised wound or III degree frostbite of face, neck, forearms and palms	2%
Lacerated wound (e.g. as a result of dog bite) of face, neck, forearm and palm	3%
Incised wound of other body parts, including hairy skin on head	1%
Lacerated wound of other parts of body, including hairy skin on head	2%
Frostbite III degree	3%
burn III grade (calculated for each percent of body surface)	2%
Fractures of:	
Cranium	4%

EVENTS FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID
Facial skeleton – mandible, maxilla	6%
Jugular bone	3%
Nasal bones – without disfigurement of the nose shape	1%
Nasal bones – with disfigurement of the nose shape, though the operation	3%
Sternum	4%
One rib	1%
Two or more ribs	2%
Pelvis	6%
Caudal bone	2%
Femoral bone	7%
Fibula	2%
Tibia	6%
Humeral bone	5%
Radial bone, ulnar bone, carpus bone	4%
Spinal column	8%
Other fractures	1%
Dislocations	
Spinal column without neurological consequences such as paralyses or pareses	5%
In the mandibular joint area	2%
Ilium	10%
Knee joint	8%
In the tarsus area	5%
Hallux	3%
Joints of toes III to V (for each toe)	2%
Clavicular and shoulder joint or clavicular and sternal joint	3%
Humeral and scapula joint	4%
Elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
Joints of fingers III to V (for each finger)	1%
Rotations of	
Backbone in cervical section	2%
Backbone in thoracic and/or lumbar section	1%
Iliac joint	3%
Knee joint without damage to ligamentous apparatus	3%
Knee joint with damage to ligamentous apparatus and post-surgery	5%
Tarsal joint or in the foot section or in tarsal joint and in the foot section	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%

EVENTS FOR WHICH ERGO HESTIA SHALL PAY BENEFITS IN THE AMOUNT SPECIFIED AS THE PERCENTAGE OF THE SUM INSURED	PERCENTAGE OF THE SUM INSURED PAID
Joints of fingers III to V (for each finger)	1%
Post-traumatic complete loss of permanent teeth (for each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0.5%
Partial loss of incisor or canine	0.5%
Loss of bodily function: complications, illness	
Complete ankylosis	10%
Pseudarthrosis of the bone	10%
Post-traumatic aneurysm	10%
Intoxication with gasses and inhalatory substances	5%
Chronic osteomyelitis	10%

