

ERGO
HESTIA[®]

The highest standard of protection

Everything about ERGO 7 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 7 a good choice?

- You get the full protection of your vehicle
- You get an attractive premium for the majority of insured risks or the possibility to select a wider scope of insurance coverage
- You can select from among three insurance options – from protection against most frequently occurring events to All risk

What do you insure in ERGO 7?

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

What can you insure yourself against in ERGO 7?



Against loss, damage to, destruction or theft of the vehicle (Motor hull insurance)

The insurance covers:

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

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

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

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

In the case of theft of the vehicle **you don't lose discounts** for no-claim insurance history.

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

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



Personal Accident Insurance of the Driver and Passengers

The insurance covers:

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

Protection also during embarking and disembarking from the vehicle and during current maintenance, e.g. 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.

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

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

What additional coverage options do you have in ERGO 7?



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



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



Luggage – we protect personal effects, such as phone, tablet or keys, against their loss or destruction, both during daily use and travel. The protection also covers the luggage transported inside the vehicle and in external cargo carriers.



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

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 Motor Insurance ERGO 7

C-E7-K-02/16

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The following table specifies which provisions of the General Terms and Conditions of ERGO 7 Motor Insurance govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity.

Name of the insurance	Number of the template's editing unit	
	Prerequisites for payment of damages and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of damages and other benefits or to decrease their amounts:
Common for all insurance		§ 24, § 25, § 26, § 32, § 33 section 2, § 35 section 3
Motor hull insurance	§ 4 section 1, § 5, § 34, § 41 section 2	§ 4 section 3, § 6, § 38 sections 3–4, § 39 section 2, § 40 sections 2–4, § 42 section 3, § 43, § 45 sections 1–2, § 45 section 4
Personal Accident Insurance of Drivers and Passengers	§ 7 sections 1–2, § 47 section 1, § 47 sections 6–7	§ 8, § 47 sections 3–4, § 47 section 6, § 48 section 2, § 49 section 2
Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	§ 9 sections 1–2, § 10, § 11 sections 1–2, § 12 sections 2–4, § 13 section 1	§ 9 section 2, § 12 sections 3–4, § 14
Car Assistance	§ 15 section 1, § 16, § 17 section 2	§ 17 sections 1–3
Luggage	§ 18 section 1	§ 19, § 50 section 2
Legal protection	§ 20 section 1, § 51 section 4	§ 20 sections 3–4, § 22 sections 3–4, § 23, § 51 sections 1–2, § 51 sections 6–7

§ 1

1. The document describes the terms and conditions of concluding an insurance contract with Sopoćkie 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 as well, 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?
ASC	Authorized service centre for vehicles of particular brands
Accident	A sudden event caused by an external reason, as a result of which the Insured, regardless of their will, suffered a bodily injury, loss of bodily function, or died
Act on Third-Party Liability Insurance	Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (i.e. Journal of Laws of 2013, No 392, as amended)
Additional equipment of the vehicle	Equipment and components of the vehicle not installed upon manufacture: the audio and audio-visual equipment and the telephone and radio-telephone communications equipment (except for mobile phones) together with the speakers and antennas, satellite communications equipment (satellite navigation), spoilers and overlays, titles and advertising stickers, dedicated body adhesives and seats for children transportation
Alcohol intoxication	Condition in which the concentration of alcohol in blood is above 0.5‰ or the concentration of alcohol in breath is above 0.25 mg of alcohol per 1 dm ³
Alternative parts	Parts whose manufacturer certifies that they are of the same quality as the original components of the given vehicle type
Anti-theft devices	Mechanical or electronic anti-theft system, which is operational and permanently fitted at the time of manufacture, or device approved in accordance with provisions effective within the territory of Poland, fitted by a service centre holding an authorization (license) of the manufacturer of particular anti-theft system, regarding the assembly or maintenance of this system (hereinafter: "service centre"). And: a) if the anti-theft device is not factory-fitted equipment, installation of the device as well as its operation must be confirmed with a written certificate issued by the service centre; b) in the case of continuation of the insurance contract, such a certificate shall not be required as long as it is attached to the application for the conclusion of the previous insurance contract, c) anti-theft devices do not include: mechanical and electromechanical steering locks, automatic gearbox locking systems, as well as the vehicle locks and ignition switch
Appropriation	Treating someone else's movable property or someone else's property rights previously held by the appropriator as own property or property rights
Basic equipment of the vehicle	Equipment and components of the vehicle installed upon manufacture or by the dealer during factory assembly due to provisions regarding the homologation for a given brand, type and model, as well as anti-theft devices, gas supply systems, light alloy wheels, tow bar, air conditioning, halogen and xenon headlights
Being under the influence of alcohol	Condition in which the concentration of alcohol in blood amounts to 0.2‰–0.5‰, or the concentration of alcohol in breath amounts to 0.1 mg–0.25 mg per 1 dm ³
Beneficiary	A person specified by the Insured or a person specified herein who is entitled to receive the insurance benefit due to the death of the Insured
Burglary	Seizing or an attempt at seizing property from the premises (and in the Luggage Insurance also from a car boot, a caravan, a vessel cabin), after prior removal of security by force or opening the entrance using tools or tailored or fake key or the original key held by the offender and obtained as a result of an offence as well as the destruction of the subject of insurance directly related to the commitment of burglary or attempt at committing a burglary

TERM	WHAT DOES IT MEAN?
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; or 3/ commercial truck with technical parameters approximating the technical parameters of the truck indicated in the insurance contract; 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
Customer	A natural person concluding the insurance contract (the Policyholder)
Documentation of the vehicle	Registration certificate, vehicle card (if issued), permit for the vehicle's participation in road traffic (for vehicles not subject to registration), temporary permit issued by the competent registration authority
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	a) loss, destruction of or damage – in Motor Hull Insurance, Car Assistance Insurance; b) accident – in Personal Accident Insurance of the Driver and Passengers; a future and uncertain sudden event beyond the control of the Insured, causing a loss covered by the scope of insurance – in Window Insurance and Luggage Insurance
Excess	The amount specified in the insurance contract, by which ERGO Hestia reduces the compensation
Failure	A malfunction of the vehicle caused by mechanical, electrical, electronic or hydraulic damage which makes it impossible to drive the vehicle, excluding: the necessity to fill in the consumables, current and periodic maintenance, delivery and installation of accessories
Fire	Fire that escaped outside of the furnace or arose without the furnace and is capable of spreading around
Fortuitous events	a) rescue operations – actions taken to prevent loss threatening directly or to mitigate its effects, 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: 1/ combustion, which suddenly emerged from devices placed in the insured location, used according to their intended purpose and technical regulations; 2/ fire, explosion, overvoltage caused by lightning, and overvoltage regardless of the site of their origin; c) hail; d) sonic bang; e) hurricane – wind of at least 15 m/sec., causing massive damage; f) avalanche – a sudden slipping or sliding of masses of snow, ice or rocks from the mountain slopes; g) snow pressure – the damage to or collapse of property as a result of direct pressure of snow or ice on the insured property or collapse of a neighbouring property as a result of the pressure of snow or ice; h) landslide; i) fire; j) overvoltage caused by lightning; k) surface water flow; l) earthquake; m) lightning; n) vehicle collision; o) falling tree; p) falling mast; q) falling aircraft; r) explosion; s) flooding – presence of liquid in a house, apartment or outbuilding leading to the occurrence of loss, resulting from: 1/ precipitation; 2/ escape of water, steam or liquids due to damage to the water supply, sewerage or heating systems; 3/ escape of water from household appliances as a result of their failure; 4/ withdrawal of water or sewage from public sewerage facilities; 5/ taps or other valves in other devices in the water supply, sewerage or heating systems being left open accidentally and inadvertently; 6/ operation of third parties; 7/ escape of water from a broken or cracked aquarium; 8/ automatic restart of sprinkler or spray systems except for cases resulting from testing, repairs, reconstruction, upgrading the installation or building; In Luggage Insurance flooding is the liquid damage to insured luggage and cash resulting from the aforementioned causes; t) subsidence









TERM	WHAT DOES IT MEAN?
Immobilization of the vehicle	A vehicle condition that prevents its use as a result of: <ul style="list-style-type: none"> a) battery discharge; b) loss, damage or locking inside the vehicle of keys (factory equipment) used for opening and starting the vehicle; c) the lack of air in a tyre; d) the lack of or incorrect fuel in the vehicle's tank, as well as the freezing of fuel in the vehicle's tank; e) stranding in snow
Loss	Caused directly by the event covered by the insurance contract: non-pecuniary consequence of an event or damage to property
Luggage	The property located outside the regular place of residence, used by the Insured or his/her relatives, who run 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 or other organizational unit, provided that such rental or letting for use were confirmed in writing by the renting or lending entity
Market value of the vehicle	The vehicle's value including VAT (gross), established based on market prices of vehicles of a given brand and type valid within the territory of the Republic of Poland, including the vehicle-specific features
Monetary values	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
Partnership network	A network of selected garages cooperating with ERGO Hestia. List of current garages is published on the website: www.ergohestia.pl
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	Value corresponding to the cost of purchase or production of a new item of the same or a comparable type of the same or most similar brand
Robbery	Seizure of property by threat of immediate use of force to a person or after making them unconscious or helpless. A robbery is also considered to be seizure of property by using force against the seized object, remaining in direct contact with the Insured
Service life of the vehicle	Period since the date of first registration of the vehicle in the year of its manufacture; if the first registration date is not known or the first registration took place after the year of manufacture, the service life is calculated from 31 December of the year of the vehicle's manufacture: <ul style="list-style-type: none"> a) to the first day of the insurance period – for the purposes of concluding an insurance contract; a service life determined this way is valid throughout the entire insurance period; b) to the date of loss – for the purposes of determining the amount of compensation
Service point	Garage or an authorized vehicle service centre of the particular brand. In the Car Window Insurance, the service point is a garage recommended by ERGO Hestia
Sinking	Immersion in liquid of the insured vehicle
The Insured	The natural person in whose account the Customer has concluded the insurance contract, or a person providing finance under a lease agreement or a creditor to whom the vehicle has been transferred
Third parties	All persons not involved in the insurance relationship resulting from the insurance contract concluded with ERGO Hestia
Total loss	<ul style="list-style-type: none"> a) In Option I of Motor Hull Insurance – theft of the whole vehicle or damage, where the repair costs exceed 70% of the market value as at the date of loss; the repair costs are estimated according to the determined gross (i.e. VAT inclusive) prices of: <ul style="list-style-type: none"> 1/ alternative parts, 2/ necessary manpower, indicated by the vehicle manufacturer, 3/ man-hour rate of PLN 65. If the repair cost estimate cannot be based on the price of an alternative part, the price of the original part applies, decreased by its wear and tear calculated in accordance with the table set out in §40 section 2; b) In Options II and III of Motor Hull Insurance – theft of the vehicle or damage, where the repair costs exceed 70% of the market value as at the date of loss; the repair costs are estimated according to the determined gross (i.e. VAT inclusive): <ul style="list-style-type: none"> 1/ prices of new, original parts fitted by the vehicle's manufacturer (except for wear and tear) and the necessary manpower, indicated by the vehicle manufacturer; 2/ prices of manpower in manufacturer's authorised service centres
Vandalism	The deliberate destruction of or damage to insured property by third parties

TERM	WHAT DOES IT MEAN?
Vehicle	A vehicle registered as: a) passenger car – with capacity up to 850 kg; b) commercial truck, cargo van, off-road vehicle, pick-up truck – with capacity up to 2tonnes; c) motorbike, motorcycle, quad. Within the meaning of Options II and III – Comprehensive Insurance Partnership Network – motorbikes, motorcycles and quads are not considered vehicles
Vehicles illegally brought to the territory of Poland	Vehicle: a) not delivered to the customs clearance or unreported; b) brought to the territory of Poland without meeting the obligation to provide accurate information about the vehicle or the previous owners in the customs declaration

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
 Motor Hull Insurance	motor hull insurance loss of the vehicle	motor hull insurance loss of and damage to the vehicle	All risk (all events not excluded from the scope of insurance)
 Personal Accident Insurance of the Driver and Passengers	Personal Accident Insurance of the Driver and Passengers, sum insured: PLN 5,000	Personal Accident Insurance of the Driver and Passengers, sum insured: PLN 15,000	Personal Accident Insurance of the Driver and Passengers, sum insured: PLN 60,000
 Third-Party Liability Insurance for Motor Vehicle Owners (concerns additional insurance)	basic scope	extended scope	comprehensive protection
Additional insurance			
 Car Assistance Insurance Accident Option			
 Car Assistance Insurance Failure Option			
 Car Assistance Insurance Turbo Option			
 Luggage Insurance			
 Legal Protection Insurance			

OPTIONS	I	II			III	
	loss of the vehicle	loss of and damage to the vehicle			All risk	
		Cost estimate	Partnership network	ASC	Partnership network	ASC
Additional scope of insurance in the case of theft of the vehicle (sum insured PLN 2,000)						
Onward travel	✓	✓	✓	✓	✓	✓
Courtesy car (up to 7 days)	✓	✓	✓	✓	✓	✓
Accommodation (up to 3 days)	✓	✓	✓	✓	✓	✓

- ✓ 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 §6 and §24.
3. In relation to losses occurring in the territory of Belarus, Moldova, Russia and Ukraine, the excess up to PLN 1,000 shall be introduced (it shall not apply to losses resulting from a collision of vehicles and sudden contact of the car with persons, animals or objects outside the vehicle).
4. In the case of theft, the services included in the additional scope of insurance cover the arrangement and coverage of costs to the extent described in §16.

§5

The clauses indicated in the table in §4 cover:

TYPE OF CLAUSE	SCOPE OF CLAUSE
Fixed Sum Insured	During the whole insurance period it shall be assumed that the market value of the vehicle is equal to the sum insured determined in the insurance contract. The sum insured shall not be decreased by the amounts of compensations paid
Additional Equipment	This clause covers a loss, destruction of or damage to additional equipment of the vehicles as a result of causes indicated in the table in §4
Replacement of Security Devices	Coverage of costs of: <ol style="list-style-type: none"> a) making copies of keys or devices used for opening and starting the vehicle; b) replacement or recoding the locks or security devices; c) related to the loss of other items which allow the copying of keys (such as fuel filler caps locked with the same key); d) replacement of keys or other devices used for opening or starting the vehicle being the object of the insurance, lost or destroyed as a result of causes other than those indicated in the table in §4.
Parking the Vehicle after the Loss	Coverage of parking costs incurred by the Insured with regard to the insured vehicle after a loss for the period from the date of loss to the date of first inspection by ERGO Hestia, up to an amount not exceeding PLN 300 (gross).
Coverage against the Loss of Motor Hull Insurance No-Claim Discount	At the conclusion of next Motor Hull Insurance contract, it ensures the protection within the following scope: <ol style="list-style-type: none"> 1) if, throughout the period of Motor Hull Insurance, 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 Motor Hull 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 all claims except one. At the same time, the Insured loses the no-claims discount for insurance continuation in ERGO Hestia. <p>This coverage may be against the loss of no-claim discount in ERGO Hestia and claims-free history of coverage of the vehicle owned by the Insured who as at the date of providing insurance coverage has at least 20% discount under claims-free history of motor hull insurance and is 26, and over the last 12 months was not involved in any claims under motor hull insurance, and in the case of a break in motor hull insurance – over 12 months of the last motor hull insurance contract.</p>

§ 6

1. Motor Hull Insurance does not cover losses occurring:
 - 1) in the course of driving, in vehicles:
 - a) not registered in Poland, if according to the provisions of Polish law there is a legal requirement of registering the vehicle;
 - b) without a valid technical inspection, required by the provisions of Polish law, if the technical condition of the vehicle had an influence on the occurrence or extent of the loss;
 - 2) as a result of theft of the vehicle or its parts, if:
 - a) at the time of theft the vehicle was not secured in the manner required by its construction, or all the anti-theft devices fitted in the vehicle, required by § 34, were not activated, if it had an influence on committing the theft, unless the vehicle was lost due to robbery;
 - b) keys or devices used to open and start the vehicle or vehicle documents were not protected outside the vehicle against unauthorised access, unless failure to meet these obligations was not connected with the theft or the vehicle was lost due to robbery;
 - c) the documents, based on which a SVA was obtained, and all keys and devices used for opening and starting the vehicle, were not submitted in the number not lower than that specified upon conclusion of the insurance contract, along with the set of anti-theft device activators, unless failure to meet these obligations was not connected with the theft or the vehicle was lost due to robbery,
 - 3) resulting from the vehicle's appropriation by a third party;
 - 4) in a vehicle illegally brought to the territory of Poland,
 - 5) due to self-rolling of the vehicle (not applicable to Motor Hull Insurance in Option III);
 - 6) in fuel;
 - 7) in vehicles obtained through criminal activity;
 - 8) in vehicles not owned by the Insured at the time of occurrence of the event, unless the owner gave consent for payment of the compensation to the Insured. If the owner has not given such consent, the premium paid shall be reimbursed;
 - 9) as a result of manufacturing defects of any component or sub-assembly of the vehicle or as a result of a repair of the vehicle inconsistently with the technology of repair;
 - 10) as a result of aspirating fluid by the working vehicle's engine;
 - 11) as a result of improper selection of fuel.
2. The scope of insurance coverage also excludes damage:
 - 1) in the form of lost profits and incurred losses resulting from inability to perform the obligations or contracts;
 - 2) involving a loss, except for a loss of keys or devices used for opening the vehicle.
3. Unless the parties agreed otherwise, the insurance contract shall provide for 25% of excess due to losses or damages caused by the driver, if he/she is a person under the age of 25.

Personal Accident Insurance of the Driver and Passengers

§ 7

1. Personal Accident Insurance of the Driver and Passengers covers the consequences of accidents suffered by a driver or passengers of the insured vehicle, arising from the use of vehicle. The Customer shall choose from among the insurance options described in the table below, which differ in the amounts of the sum insured.

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 § 8 and § 24.

§ 8

1. Personal Accident Insurance of the Driver and Passengers does not cover accidents:
 - 1) occurring in connection with committing or attempting to commit a crime by the vehicle's driver, stated by a final and binding court decision, unless it had no influence on the occurrence of loss;
 - 2) resulting from or arising out of any illness, if it had an influence on the occurrence of loss;
 - 3) 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;
2. Medical expenses do not include costs of rehabilitation and transportation.

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

§ 9

1. Third-Party Liability Insurance for Motor Vehicle Owners covers owners of motor vehicles for losses occurring in relation to the movement of the vehicles possessed by them, in accordance with the Act on Third-Party Liability Insurance.
2. The scope of 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 5000	✓ PLN 5000
Towing	-	✓ PLN 2000	✓ PLN 2000
Phone Legal Assistant	-	✓ PLN 2000	✓ PLN 2000
Courtesy car	-	-	✓ PLN 3,000
Insurance Cover against the loss of no-claims discount	-	-	✓ subject to § 13 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 § 14 and § 24.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle.

§ 10

The 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 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 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).

§ 11

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 § 14 and § 24.

§ 12

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.

§ 13

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 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.

§ 14

1. The service Phone Legal Assistant does not cover the provision of phone legal advice to the Insured relating to the claims of the Insured:
 - 1) against ERGO Hestia, subject to §59;
 - 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.
2. 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;
3. Excess of the Insured amounts to PLN 50 in relation to damage involving the replacement of the windshield.

Car Assistance

§ 15

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

OPTIONS	ACCIDENT	FAILURE
Causes of loss covered by the insurance	a) collision of vehicles; b) sudden contact of the car with persons, animals or things outside the vehicle; c) vandalism; d) the contact of sports equipment transported on the racks with objects outside the vehicle; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent from the outside of the vehicle; g) theft of a part of vehicle	a) failure; b) immobilization of the vehicle
Territorial scope	Europe, Algeria, Morocco, Tunisia, Israel and Iran	
Type of service		
Courtesy car	✓ up to 5 days	✓ up to 5 days (not more than 2 times throughout the insurance period)
Towing	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined).	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined), not more than 2 times during the insurance period
Trailer and luggage transport	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined).	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined), not more than 2 times during the insurance period
Acceptance and delivery of vehicle	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined).	✓ within the territory of Poland up to 500 km, and abroad up to 250 km (these limits can be combined), not more than 2 times during the insurance period
Onward travel	✓ up to 100 km	✓ up to 100 km
Fuel delivery	✓	✓
Helpline	✓	✓
Upgrading on site	✓	✓
Psychological care	✓	✓
Guarded car park	✓	✓
Accommodation	✓	✓
Scrapping	✓	✓
Substitute driver	✓	✓
Extension of insurance scope – TURBO Option		
Onward travel	Within the territory of Poland without the limit of kilometres, and abroad up to 1,000 km (these limits can be combined).	
Courtesy car	Up to 10 days, but in case of failure or immobilisation of the vehicle not more than 3 times during the insurance period	

OPTIONS	ACCIDENT	FAILURE
Towing	Within the territory of Poland without the limit of kilometres, and abroad up to 1,000 km (these limits can be combined), save that in case of failure or immobilisation of the vehicle not more than 3 times during the insurance period.	

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

2. ERGO Hestia shall not be liable within the scope indicated in § 17 and § 24.

§ 16

The services indicated in the table in § 15 cover the arrangement and coverage of costs in the following scope:

TYPE OF SERVICE	SCOPE OF SERVICE
Courtesy car	Rental, delivery and acceptance of a courtesy car or travel of the driver and passengers to the vehicle rental point. Courtesy car shall be made available at the request of the Insured or the beneficiary under the insurance contract if the insured vehicle: <ul style="list-style-type: none"> a) has been damaged and the extent of damage makes it impossible to safely continue the journey; b) has been stolen; or c) has been immobilised; or d) has failed; for the time of repair or until its recovery, however, not longer than for the period provided for in the selected option of the insurance contract
Towing	Towing the vehicle from the scene within the distance stipulated in the selected option of the insurance contract to the location designated by the Insured. The costs of towing exceeding the limits are covered by the Insured. A maximum of one towing service is provided for an insurable event
Trailer transport	Transport of a trailer attached to a vehicle at the moment of an event, within a distance stipulated in the selected option of the insurance contract to a location designated by the Insured, if the extent of the damage to the vehicle pulling the trailer prevents safe continuation of journey or the vehicle has been stolen. The costs of towing exceeding the limits are covered by the Insured. A maximum of one towing service is provided for an insurable event
Acceptance and delivery of vehicle	Acceptance and delivery of the repaired, insured vehicle to the final destination or place of residence of the Insured;
Onward travel	<ul style="list-style-type: none"> a) In the Accident and Failure Option – if the seating capacity of the tow truck is insufficient in the course of towing, the transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to a location designated by the Customer, at a distance no longer than 100 km from the scene of the event; b) In Motor Hull Insurance and Turbo Option – transportation of the driver and passengers of the insured vehicle along with their luggage (up to the maximum seating capacity given in the registration certificate of the vehicle) to the travel destination or place of residence of the Insured. The service includes purchase and delivery of first class train tickets, bus tickets or airline tickets, if the cost of their purchase is comparable to the cost of train or bus tickets
Helpline	<p>Providing phone information regarding:</p> <ul style="list-style-type: none"> a) access routes and detours, locations of the nearest gas stations or garages; b) possibility to rent a car in European countries; c) indicative costs of fuel and road tolls in European countries. <p>As part of this service, the Insured may receive, in the event of foreign travel, telephone assistance in the course of conversation with the police, border guards, medical centres (in the following languages: English 24/7; German, French, Italian, Russian – on weekdays from 8.00 am to 4.00 pm Polish time)</p>
Upgrading on site	The service performed by a specialist recommended by ERGO Hestia, at the scene of the event, which consists in undertaking repair works in the insured vehicle in order to enable the Insured to safely continue the journey to the destination or the near garage. If the service cannot be performed at the site of failure or immobilisation of the vehicle, ERGO Hestia arranges for towing
Psychological care	Visit at a psychologist's practice for the Insured or other persons who were in the insured vehicle at the time of the event and their relatives. Psychological care is arranged on the basis of a written referral issued by the attending physician and it is limited to 5 meetings in the case of events which occurred throughout the insurance period.

TYPE OF SERVICE	SCOPE OF SERVICE
Guarded car park	Parking of the insured vehicle in a fenced area remaining under the constant surveillance of persons involved in the protection of property
Accommodation	Accommodation and transport of the driver and passengers of the insured vehicle (not exceeding the number of seats specified in the registration certificate) to the nearest mid-range (two – or three-star) hotel. The Insured is entitled to accommodation in the case of events which occurred at least 50 kilometres in a straight line from the place of residence of the Insured
Scrapping	Scrapping of the insured vehicle, if the extent of damage is qualified as a total loss
Substitute driver	A driver hired in order to transport passengers of the insured vehicle back to the place of residence, if the vehicle's driver, as a result of an event, personal accident or sudden illness suffers bodily injury, is admitted to hospital or dies, and none of the passengers has a driving license of a given category;

§ 17

1. Car Assistance Insurance shall not cover:
 - 1) the costs of purchase of spare parts and materials necessary to remove the failure of or damage to the vehicle;
 - 2) the costs of fuel, insurance and additional charges, including deposits collected by rental companies, and an excess towards the damage to courtesy car;
 - 3) consequences of the vehicle's failure or immobilisation resulting from a failure to remove its cause by the Insured after prior use of the related service, arranged by ERGO Hestia.
2. ERGO Hestia shall not reimburse the costs independently incurred by the person entitled to receive a benefit, except costs justified from the economic point of view, reimbursed on the basis of receipts or invoices within the scope and up to the amount of:
 - 1) PLN 150 (gross), if towing is executed within 25 km from the scene of the event, however, no more than the limit of kilometres indicated in the selected option of the insurance contract;
 - 2) PLN 2.30 (gross) per kilometre and PLN 40 (gross) for loading and unloading of the vehicle, if towing is executed outside the area of 25 km from the scene of the accident, however, no more than the limit of kilometres indicated in the selected option of the insurance contract;
 - 3) PLN 150 (gross) for 24 hours – in case of renting a courtesy car.
3. The towing service shall not be rendered if the vehicle is used contrary to its intended purpose, which includes transportation of cargo with the weight exceeding the acceptable loading capacity of the vehicle specified in the registration certificate.
4. In the case of death of the Insured or their inability to give an instruction regarding the vehicle, the person authorized to give an instruction in relation to the insurance contract is the relative, the driver, or the passengers of the insured vehicle.

Luggage

§ 18

1. The Luggage Insurance covers loss, destruction of or damage to luggage all over the world, in the circumstances and scope of events described in the table below. Insurance protection is provided all over the world.

CIRCUMSTANCES COVERED	EVENTS COVERED BY INSURANCE
Direct care of the Insured or their relatives	a) robbery
Entrusting to a professional carrier on the basis of appropriate freight documents	a) losing; b) theft
Handing over against receipt to the left luggage office	
Leaving: a) in premises locked with a multi-tumbler lock or multipoint lock, or electronic lock, in the place of accommodation of the Insured (excluding tents); b) in a locked boot of a vehicle or locked trailer or cabin on a vessel, provided that the insured object was not visible from the outside	a) collision of vehicles; b) damage caused by contact of the car c) with persons, animals or objects outside the vehicle; d) vandalism; e) fire, explosion, sinking, or sudden action of forces of nature; f) sudden influence of thermal or chemical agent outside the vehicle; g) burglary; h) fortuitous events
Transporting: a) in a vehicle; b) on racks or in external cargo carriers, including pick-up truck load beds, if they were locked according to their construction at the moment of loss, including damage to external cargo carriers	a) collision of vehicles; b) damage caused by contact of the car with persons, animals or objects outside the vehicle; c) vandalism; d) fire, explosion, sinking, or sudden action of forces of nature; e) sudden influence of thermal or chemical agent outside the vehicle; f) fortuitous events

2. ERGO Hestia shall not be liable within the scope indicated in § 19 and § 24.

§ 19

The Luggage insurance does not cover:

- 1) monetary values;
- 2) medications;
- 3) property acquired for resale;
- 4) property which is used by the Insured for commercial, service or production activity, except for the items lent for use to him/her by the employer.

Legal protection

§ 20

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

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

2. ERGO Hestia shall not be liable within the scope indicated in § 23 and § 24.
3. The excess amount payable by the person covered by insurance in each loss amounts to PLN 200, except legal counselling.

§ 21

1. The person covered by insurance may grant to ERGO Hestia the power of attorney for receipt, on his/her behalf, of the financial guarantee provided by ERGO Hestia if a legally valid decision is made to reimburse the amount of the financial guarantee; at the same time, the person covered by insurance shall waive his/her right to revoke such a power of attorney.
2. If the amount of financial guarantee is reimbursed to the person covered by insurance, this person is obliged to return it to ERGO Hestia within 14 days from its receipt.

§ 22

1. The person covered by insurance has the right to select the attorney or legal counsel at his/her own discretion.
2. The person covered by insurance grants a power of attorney to the attorney or legal counsel and is obliged to authorise one of them in the granted power of attorney to provide ERGO Hestia with information on the case progress.

3. ERGO Hestia shall not be liable for actions or omissions of the attorney or legal counsel. The entity bears sole responsibility for the execution of an order towards the person covered by insurance.
4. If the person covered by insurance resigns from the attorney or legal counsel representing him/her in the case, ERGO Hestia is released from the obligation to incur costs of another attorney or legal counsel.

§ 23

1. Legal protection insurance does not cover protection of legal interests:
 - 1) relating to tax law and public receivables;
 - 2) relating to penal fiscal law;
 - 3) relating to customs law;
 - 4) relating to contractual disputes – arising from contracts;
 - 5) relating to claims of the Insured against ERGO Hestia, subject to § 59;
 - 6) whose costs of protection exceeds 200% of their value;
 - 7) relating to events, which occurred due to wilful misconduct or gross negligence of the person covered by insurance or a person, for whom the person covered is responsible, unless the protection of legal interests is fair and equitable in these circumstances;
 - 8) in cases concerning an infringement of the regulations laying down the conditions of road carriage or transport, particularly the regulations on working time of drivers, principles of transportation or carriage of people and goods;
 - 9) in cases concerning an infringement of the regulations on road traffic and related fees;
 - 10) in cases against the person covered by insurance due to his/her third-party liability and compensation such a person is obliged to pay;
 - 11) relating to claims transferred to the person covered by insurance by way of an assignment of claims (assignment);
 - 12) relating to claims of third parties asserted by the person covered by insurance in his/her own name;
 - 13) relating to mutual claims of persons covered by insurance under the same insurance contract.
2. Legal protection insurance does not cover protection of legal interests, if:
 - 1) there are grounds to believe that the claim is evidently unfounded, i.e. in the situation where there are grounds under the provisions of the Code of Civil Procedure for rejection of a suit or a remedy at law to sue the person covered by insurance, that means:
 - a) the judicial action is inadmissible;
 - b) a case concerning the same claim between the same parties is pending or has already been validly judged;
 - c) one of the parties has no capacity to be a party in civil cases or if the plaintiff has no capacity to be a party in a given civil case, and no statutory representative is acting on the plaintiff's behalf, or:
 - d) there are gaps in the composition of the authorities of the organisational unit being a plaintiff which prevent it from acting;
 - 2) the claim is evidently unfounded, i.e. there is a situation where the claim of the person covered by insurance has no legal basis that would enable effective assertion of claims;
 - 3) limitation of the claim.
3. The Legal Protection Insurance does not cover the costs of arrival of the attorney or legal counsels to hearings or sessions before the court or the body conducting the proceedings.

General exclusions

§ 24

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) to property into possession of which the Insured or their relatives came as a result of an offence;
 - 6) if the driver:
 - a) at the time of the event was under the influence of alcohol or intoxicated, under the influence of drugs or other intoxicants or medications with a similar effect and is authorised to use the vehicle or
 - b) leaves the scene of the accident while being authorised to use the vehicle; or
 - c) at the time of the event did not have a licence to drive a vehicle required under Polish law, and was authorised to use the vehicle; unless it has no influence on the occurrence of loss;
 - 7) arising as consequences of using the vehicle contrary to its intended purpose, as determined in the registration certificate;
 - 8) occurring as a result of loading and unloading cargo or luggage and caused by loaded or carried cargo or luggage (it shall not apply to the Motor Hull Insurance in Option III and losses caused by the collision of sports equipment carried on racks with objects from outside the vehicle);
 - 9) arising as consequences of using the vehicle by the Insured or another entitled driver as an offence tool, unless it has no influence on occurrence of loss;
 - 10) caused by drivers of prototype vehicles, understood as experimental models developed by the vehicle manufacturer for new series of vehicles;
 - 11) occurring during test drives, rallies or races, trainings, competitions or use of the vehicle as a prop or showpiece;
 - 12) resulting from the use of the vehicle for transportation of fuel, toxic chemicals or gases,
 - 13) during the use of the vehicle in connection with mandatory performances to the army or the police, as well as during protests and roadblocks;
 - 14) occurring during the use of the vehicle for driving lessons;
 - 15) occurring during the vehicle's rental or in vehicles made available as courtesy cars in a manner other than rental.
2. The exclusion mentioned in section 1 items 1)-2) shall not apply to the Personal Accident Insurance of the Driver and Passengers.
3. 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

§ 25

1. The sum insured 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 § 26 and § 27. This sum constitutes an upper limit of liability of ERGO Hestia for all events which will occur in the insurance period for individual types of insurance (in Personal Accident Insurance of the Driver and Passengers in relation to every Insured).
2. At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured is equal to the market value of the vehicle exclusive of VAT (net).
3. The sum insured shall be reduced by the amount of compensation paid and the equivalent of the costs of services provided by ERGO Hestia. After exhausting the sum insured, the insurance contract with regard to each type of insurance (except Third-Party Liability Insurance for Motor Vehicle Owners) shall be terminated as at the date of exhausting the sum insured.
4. The sum insured, the extent of loss and the amount of compensation shall be determined inclusive of VAT (gross).
5. If the Customer declares the net sum insured in the insurance contract, in accordance with section 2, the extent of loss and the amount of compensation (including the salvage value) shall be determined exclusive of VAT (net).

§ 26

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

TYPE OF INSURANCE	SUM INSURED/POLICY LIMIT		
	Option I	Option II	Option III
 Motor Hull Insurance	the manner of determining the sum insured is described in § 27		
 Personal Accident Insurance of the Driver and Passengers	PLN 5,000	PLN 15,000	PLN 60,000
 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
Additional insurance			
 Car Assistance Insurance Accident Option		PLN 5,000	
 Car Assistance Insurance Failure Option		PLN 5,000	
 Car Assistance Insurance Turbo Option	Increases the sum insured for services from the Accident Option up to PLN 10,000 Increases the sum insured for services from the Failure Option up to PLN 10,000		
 Luggage Insurance		PLN 5,000	
 Legal Protection Insurance		PLN 20,000	

2. In Options II and III, the sums insured for additional insurance to Third-Party Liability Insurance for Motor Vehicle Owners are specified in § 9.

3. The sum insured for additional insurance in the Motor Hull Insurance in case of theft of the vehicle is specified in §4.
4. The sum insured for the Additional Equipment of the vehicle is PLN 2,000 (gross).
5. 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.

§ 27

1. The sum insured corresponds to the market value of the vehicle as at the date of conclusion of the insurance contract. The market value of the vehicle is determined based on Eurotax, subject to sections 2-5.
2. The sum insured regarding a newly manufactured vehicle, purchased from an authorized dealer professionally involved in selling a particular brand's vehicles, may also be declared in an amount equal to the gross amount specified on the sales invoice, no later than within one month from the date of the invoice. The sum insured determined this way is accepted as the market value of the vehicle for a period no longer than 12 months from the date of commencement of the insurance coverage, provided that until the date on which the loss was reported, the vehicle had not been damaged.
3. If it is impossible to determine the market value of the vehicle based on Eurotax, the Customer, in agreement with ERGO Hestia, may use another reliable, expert source identified by the parties to the insurance contract.
4. The Customer, in agreement with ERGO Hestia, may determine the market value of the vehicle based on Info-Ekspert or have the vehicle valued by an authorised appraiser (at the Customer's expense).
5. At the request of the Customer, if the vehicle's owner is eligible for an output VAT deduction upon the acquisition, the sum insured is equal to the market value of the vehicle excluding VAT (net).
6. Under Option I of the Motor Hull Insurance, the sum insured may not be less than PLN 8,000 (gross).
7. In the situation described in §25 section 3, upon the performed repair of the vehicle, the Customer may adjust the sum insured up to the market value of the undamaged vehicle, by completing a new insurance application, presenting the vehicle for inspection by ERGO Hestia, and paying an additional premium.
8. If the value of the vehicle increases during the insurance period, the Customer may report it to ERGO Hestia, and upon its consent, increase the sum insured by paying an additional premium.

IV. Obligations of the Customer/the Insured

§ 28

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) determining, if possible, the details of other participants and witnesses of the event, as well as whether the offender is insured against third-party liability for motor vehicle owners and in which

insurance company, what his/her policy number is; and preparing a written protocol regarding the loss;

- 4) adhering to ERGO Hestia recommendations and providing information and authorizations to the extent necessary for the proper claim adjustment;
 - 5) filling out all documents required by ERGO Hestia, necessary for the correct claim adjustment, as listed by ERGO Hestia in the notification, including the claim report form, which should describe the course of the event and circumstances of occurrence of the loss.
2. ERGO Hestia shall analyse the submitted receipts, cost estimates and documents and consult experts.
 3. 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.
 4. In the event that the insurance contract is concluded on behalf of someone else, the Customer undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents 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 General Terms and Conditions of Insurance in writing. The Customer shall provide the document comprising such confirmation to ERGO Hestia.

Motor Hull Insurance

§ 29

Moreover, in the Motor Hull Insurance, the Insured is obliged to:

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

Personal Accident Insurance of the Driver and Passengers

§ 30

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 carried out by physicians or undergo 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.

Legal Protection

§ 31

1. Moreover, in the Legal Protection Insurance the Insured is obliged to:
 - 1) immediately submit the documents or information, or make declarations required by ERGO Hestia to take a decision regarding insurance liability;
 - 2) immediately notify ERGO Hestia that the Insured's claims have been satisfied, in whole or in part;
 - 3) inform ERGO Hestia, at its request, about the progress and status of the case and submit relevant letters and other documents;
 - 4) agree with ERGO Hestia, in writing, upon the activities that may cause costs or expenses relating to the case to arise or increase;
 - 5) abstain from such behaviours that may cause a loss or limitation of the right of ERGO Hestia to demand a reimbursement of the incurred costs and expenses, without obtaining prior written consent of ERGO Hestia.
2. Reporting the event shall not release the Insured from the obligations and the necessity to independently exercise his/her rights to safeguard own interests.

§ 32

If the Insured, due to wilful misconduct or gross negligence, fails to meet the obligations specified in § 28 section 1 and §§ 29-31, 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.

§ 33

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

§ 34

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

- 1) one anti-theft device – for vehicles with the market value of up to PLN 100,000, and quads, motorbikes or motobicycles;
- 2) two independent anti-theft devices – for vehicles with the market value of over PLN 100,000.

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

§ 35

1. The Insured is obliged to notify ERGO Hestia about the event 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 referred to in section 1, ERGO Hestia may reduce the compensation or benefit by the relevant amount, only if the breach contributed to extending the scope of loss or prevented ERGO Hestia from determining the circumstances and consequences of the event.

§ 36

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.

Motor Hull Insurance

§ 37

1. Compensation is paid to the vehicle's owner or a person authorised by the owner.
2. The payment of compensation for the lost vehicle shall take place after its deregistration and transfer of its ownership to ERGO Hestia.
3. In the case of finding the vehicle or its parts, ERGO Hestia, at the request of the Insured, may transfer the ownership of the vehicle or its part to the Insured, subject to full or partial reimbursement of paid compensation.
4. Compensation paid by ERGO Hestia may not be higher than the incurred loss, except for situation described in § 27 section 2 and in the Fixed Sum Insured clause.

§ 38

1. In the case of total loss of the vehicle, ERGO Hestia determines the extent of loss and the amount of compensation as the amount equal to the market value of the vehicle as at the date of loss, but not higher than the sum insured determined in the insurance contract.
2. Market value of the vehicle as at the date of loss is determined based on the same source of valuation as the one applied in determining the sum insured on the date of conclusion of the insurance contract.

3. The amount of compensation in the case of a total loss is reduced by the salvage value, i.e. those parts of the vehicle showing the value in use or financial value, which may be intended for further use or sale.
4. The value of the motor vehicle salvage is determined on a case-by-case basis taking into account the market situation as regards vehicle turnover (including damaged vehicles – through online auctions of entities specialising in sales of damaged vehicles), the degree of wear and tear of the vehicle and the extent of its damage, based on the same source of valuation as the one applied in determining the market value of the vehicle as at the date of loss, i.e. according to the same principles as the ones applied for determining the sum insured on the date of conclusion of the insurance contract, in accordance with §27.
5. If ERGO Hestia receives an offer to purchase the vehicle salvage through an online auction by entities specialising in sales of damaged vehicles, the salvage value shall be the amount of the highest bid received as a result of such an auction, increased by 10% of the bid price due to the estimated margin of the bidder.
6. ERGO Hestia shall present the results of the auction referred to in section 5 to the Insured. If the Insured documents the sale of salvage by the sales agreement or invoice with the price not lower than the value of the highest bid received as a result of the said auction, the salvage value shall be the sales value documented as above.

§ 39

1. In relation to partial losses, the loss may be settled in accordance with:
 - 1) the cost estimate method – based on the valuation made by ERGO Hestia,
 - 2) the service method – based on the invoice documenting vehicle repairs, issued by a service centre.
2. Depending on the type of insurance, the loss shall be settled as follows:

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

3. In the case of partial loss, ERGO Hestia determines the amount of compensation in the amount corresponding to the cost of repair, assuming the prices of services and spare parts in force in Poland on the date of loss, subject to §§40-43.
4. The extent of partial loss covers repair costs corresponding to the scope of damage described in the loss protocol (technical assessment), prepared by ERGO Hestia or at its request.
5. In the case of partial damage, such as theft of parts of the vehicle, including damage or destruction directly connected with theft, determining the extent of partial damage is made in accordance with the option for determining the extent of partial loss selected in the insurance contract.
6. The provisions of the table contained in section 2 regarding the Partnership Network Option and the ASC Option shall also apply to vehicles repaired outside of the Partnership Network or ASC.

7. In the case of damage consisting in dents in the body, if the scope and nature of damage allow it being repaired through pushing or pulling dents out, or applying both methods of repair, the claim settlement is based on the costs of such repair.

§ 40

1. In the cost estimate method, the extent of partial loss and the amount of compensation are determined based on the valuation by ERGO Hestia in accordance with the following measures:
 - 1) repair duration standards determined by the vehicle manufacturer;
 - 2) manhour rates amounting to PLN 65 (gross) for body, mechanical and paint works;
 - 3) the list of parts (units), contained in the technical assessment, qualified for replacement in accordance with the average prices of alternative parts and materials.
2. If alternative parts are not available on the Polish market, the settlement shall be based on gross prices of the original parts less the following wear and tear, subject to section 3:

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

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

§ 41

1. In the service method, in the case of partial loss, the amount of compensation is determined based on invoices for the vehicle's repair, in accordance with costs and repair method previously agreed with ERGO Hestia, subject to:
 - 1) in the ASC Option:
 - a) repair duration standards determined by the vehicle manufacturer;
 - b) the arithmetic mean of manhour rate determined based on the price of services charged by garages similar to the garage performing the repair, which operate in the district where the repair took place;
 - c) prices of parts and materials determined by the vehicle manufacturer;
 - 2) In the Partnership Network Option:
 - a) repair duration standards in accordance with standards of vehicle manufacturer;
 - b) the arithmetic mean of manhour rate determined based on the price of services charged by garages similar to garage performing the repair, operating in the district where the repair took place, but not higher than PLN 110 (gross) for a manhour of body, paint or mechanical works;

- c) prices of materials in accordance with the prices of manufacturer and prices of alternative parts, and in the absence of alternative parts, the settlement shall be based on the prices of original parts.
2. In Option III of the Motor Hull Insurance, in case of a partial loss qualifying a tyre, shock absorber or light alloy wheel for replacement, the amount of compensation includes the cost of replacing, as appropriate:
 - 1) the second shock absorber within one axis;
 - 2) the second tyre within one axis, without considering the degree of its wear and tear;
 - 3) other not damaged light alloy wheels (if this part is not available in Poland).
 3. The costs referred in section 2 may be covered under the condition of documenting that they have been incurred.

§ 42

1. ERGO Hestia shall determine the extent of partial loss based on the cost estimate method at the request of the Customer who selected the service method in the insurance contract.
2. If the total costs of repairing the vehicle exceed the value set using the cost estimation method, the Customer is required to submit a set of invoices regarding the labour, spare parts and materials (including paint), if these costs shall be taken into account in determining the extent of loss.
3. In the case of the vehicle's repair made without prior consent of ERGO Hestia and documented with invoices, the repair costs shall be verified against the arithmetic mean of prices of repair services charged in the district of the place of residence of the Insured or – if the vehicle is leased or constitutes a loan security – of the Customer, no more than PLN 110 (gross) for 1 manhour of body, paint and mechanical works. Prices of alternative parts and materials (including paint) are verified, as a maximum, up to the gross amounts determined by the car manufacturer, reduced by the amount of wear and tear, as referred to in § 40 section 2.

§ 43

1. If components qualified for replacement have been damaged or repaired earlier, ERGO Hestia shall reduce the amount of compensation according to the extent of the previous damage, regardless of the wear and tear referred to in § 40 section 2.
2. While replacing tyres, battery and exhaust system components, as well as friction components of braking system, determining the amount of compensation shall be based on the price of new components, less the degree of its wear and tear determined in the loss protocol, subject to § 41 section 2 item 2.

§ 44

The extent of loss in the additional equipment is determined based on prices of items of the same or similar type, quality and class, less the degree of their wear and tear until the date of loss determined in accordance with § 40 section 2 or in accordance with costs of repair, if these are documented with a receipt from the contractor.

§ 45

1. In the case of a loss suffered outside Poland, the Insured shall not make any alterations to the vehicle or attempt to repair it without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe journey, the cost of which does not exceed EUR 1,500 (gross). Reimbursement of costs of such repairs takes place in Poland on the basis of original receipts translated into PLN in accordance with table A or table B of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs, subject to section 2.

2. In the case of a loss suffered outside Poland, if the cost of repairs necessary to safely continue the journey is higher than EUR 1,500 (gross), a prior cost arrangement with ERGO Hestia is necessary, otherwise the reimbursement shall be made only up to the costs of a similar repair that would have been performed within the territory of Poland. Reimbursement of costs of such repairs takes place on the basis of original receipts translated into PLN in accordance with table A or table B of the average exchange rates announced by the National Bank of Poland effective on the date of incurring such costs.
3. Under the Motor Hull Insurance contract, in Option II Cost Estimate, receipts are the basis for determining the scope of repairs, and the amount of reimbursement of costs for repairs performed outside Poland is determined in accordance with the cost estimate method described in § 40.
4. If the vehicle's repair carried out abroad without the consent of ERGO Hestia is not necessary to continue safe journey, and its costs are higher than the costs of such repairs within the territory of Poland, a claim for compensation above the amount of repair within the territory of Poland shall not be acknowledged by ERGO Hestia.

§ 46

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

Personal Accident Insurance of the Driver and Passengers

§ 47

1. In Personal Accident Insurance of the Driver and Passengers, ERGO Hestia shall pay the benefit for death as a result of accident, only if it occurred within a year from the date of accident and is a consequence of bodily injuries suffered as a result of the accident.
2. The determination of the causal relationship between the accident and the loss, and the type of permanent disablement shall be done based on 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.

§ 48

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.

§ 49

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.

Luggage

§ 50

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

Legal Protection

§ 51

1. In the Legal Protection Insurance, the fee of the attorney or legal counsel is determined in accordance with the provisions regulating the amounts of fees for their activities, applicable in the territory of Poland, at the minimum rate.
2. If the amount of costs and expenses listed in the table in § 20 section 1 in a given case does not result from legal provisions, they shall be covered according to the average prices.
3. Reimbursement of the costs referred to in section 1 includes the tax on goods and services, if the person covered by insurance is not eligible for deduction of output tax by the amount of input tax (the right to a VAT tax deduction).
4. ERGO Hestia bears the costs of the case that arise after reporting a claim by the person covered by insurance, if they are necessary and legally justified for representing the legal interests of persons covered by insurance. Costs are necessary and legally justified if the assertion of claims or defence of legal interests of persons covered by insurance is legally admissible.

5. Costs of the case are covered by ERGO Hestia on the basis of documents confirming the fact of their incurring or the payment obligation of the person covered by insurance, resulting from a call for payment issued by the court or the body conducting the proceedings.
6. Costs of translation of documents required for the purpose of the case are reimbursed by ERGO Hestia only up to the amount agreed upon in writing with the person covered by insurance, maximally up to 2.5% of the sum insured per one case.
7. ERGO Hestia bears the costs of enforcement proceedings up to 10% of the sum insured per one case.

VII. Insurance premium

§ 52

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

§ 53

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

- 1) during the term of previous insurance contract for the vehicle no loss occurred for which ERGO Hestia is liable or

- 2) the period between the last day of the insurance period under the previous insurance contract and the first day of the insurance period under the new insurance contract is no longer than 30 days.

§ 54

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

§ 55

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; or
 - 5) in writing – to the address of the registered office of Sopotkie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
5. Upon the transfer of the ownership title to vehicle:
 - 1) from the lessor to the lessee;
 - 2) from the bank to the borrower;

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

IX. Final provisions

§ 56

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, Luggage Insurance, the Additional Equipment clause and the Insurance Coverage against the Loss of No Claims Discount clause shall apply to the vehicle user acting as a Customer.

§ 57

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.

§ 58

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 the address of place of residence or 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.

§ 59

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. The parties may decide to refer disputes to an arbitration court.

§ 60

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 7 Insurance

Table of degrees of disablement due to an accident

CHAPTER I. 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 origin, making it impossible to walk	100%
Epilepsy with psychic 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, 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%
Nose in its entirety (including the nasal bones)	30%

CHAPTER I.**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**

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 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%

CHAPTER I. 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%

CHAPTER I.

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**

Index finger joints	1%
Joints of fingers III to V (for each finger)	1%
Post-traumatic complete loss of permanent teeth (for each tooth)	
Incisor or canine	1%
The remaining teeth, starting from two	0,5%
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%

