



Business and Travel Insurance



- Document containing information on the insurance product
- General terms and conditions of insurance

Business and Travel Insurance

Document containing information on the insurance product

ERGO
HESTIA®

Enterprise: Sopotckie Towarzystwo
Ubezpieczeń ERGO Hestia Spółka Akcyjna, Polska

Product: General terms and conditions of the business
and travel insurance

Full information is provided in **General Terms and Conditions of Business & Travel Insurance** of 1 August 2021 (code: PAT/OW071/2108). The terms used here shall have the meaning specified in the GTCI.

What kind of insurance is this?

Travel medical expenses and assistance insurance (group 1 sickness insurance); personal accident insurance (group 2 accident insurance); personal third-party liability insurance in private life (group 13 general third-party liability insurance); luggage insurance, delayed delivery of luggage, delay of a means of transport, travel interruption costs and sports equipment insurance (group 9 insurance covering other damage to property caused by other causes such as theft); all of the insurances listed are property insurance from chapter II of the appendix to the Act on Insurance and Reinsurance Activities of 11 September 2015.



What is the subject of insurance?

- ✓ The insurance is addressed to groups, depending on the type of work performed, taking a business trip within the country and abroad, and practising various sports;
- ✓ The insurance covers death or the consequences of personal accidents suffered by the Insured;
- ✓ The scope of personal accident insurance coverage includes benefits in respect of death, permanent health impairment, purchase of medical products, dental restoration, vocational training for people with disabilities, permanent loss of capacity to work in the current occupation, and assistance in the territory of the Republic of Poland;
- ✓ The scope of personal accident insurance coverage, for an additional premium, will be extended to the following benefits: daily benefit for full, temporary inability to work or study, stay in a sanatorium, costs of treatment and rehabilitation, funeral and plastic surgery costs incurred in the territory of the Republic of Poland, daily hospital benefit and one-off benefit for permanent loss of ability to work in any profession, as well as for events related to a heart attack or stroke, competitive sports and events resulting from passive participation in terrorist acts;
- ✓ The sum insured for the personal accident insurance is defined in the insurance agreement;
- ✓ The insurance covers necessary and documented costs of treatment incurred by the Insured outside the Polish territory and the country of residence in connection with their sudden illness or an accident occurring during their stay outside the Polish territory and the country of residence;
- ✓ The scope of insurance coverage for medical expenses while travelling, upon payment of an additional premium, may be extended to include the performance of paid physical work, high-risk sports, professional sports, passive participation in acts of terrorism;
- ✓ Travel medical expenses insurance also covers the costs of: transport and repatriation, rescue, third-party liability in property and person, luggage, delayed delivery of luggage, delay or cancellation of a means of transport, travel interruption, immediate assistance and the cost of sports equipment;
- ✓ The sum insured for travel medical expenses is specified in the insurance agreement;
- ✓ The sum insured for transport and repatriation costs is determined up to the sum insured for travel medical expenses;



What is not covered by insurance?

In the personal accident insurance, the insurance coverage does not cover:

- ✗ damage resulting from mental illness, mental disorders or illnesses resulting from addiction to psychoactive substances or from a disease of the nervous system;
- ✗ food poisoning;
- ✗ damage resulting from poisoning by alcohol, narcotics, nicotine or any other intoxicant;
- ✗ reimbursement of the purchase costs of implants and implantation;
- ✗ self-mutilation.

In the travel medical expenses insurance, the insurance coverage does not cover:

- ✗ medical expenses in excess of what is necessary to restore the health of the Insured that enables him/her to return or transport him/her to the country of residence;
- ✗ damage caused intentionally by a person with whom the Insured lives in the same household;
- ✗ costs of translating medical documentation;
- ✗ practising extreme sports;
- ✗ plastic surgery or cosmetic surgery;
- ✗ test drives, rallies and car and motor racing;
- ✗ reimbursement of telephone calls;
- ✗ sudden illness or accident in the territory of Iran.

In the travel third-party liability insurance, the insurance coverage does not cover:

- ✗ damage related to conducting the business activity, and also caused by things delivered or produced by the Policyholder or the work or services performed by the Policyholder;
- ✗ damage to any motor vehicles which persons covered by insurance used under a tenancy, rental, lease or lending agreement or any other similar legal relationship;
- ✗ damage related to the movement of vehicles or running a farm, in the area covered by the scheme of compulsory insurance;
- ✗ damage resulting from deficiencies in the performance of professional activities by the Policyholder;
- ✗ damage sustained by persons close to the Insured or persons employed by him/her, regardless of the legal basis of employment;
- ✗ damage consisting of the occurrence of pure financial losses, not associated with property damage or personal injury;
- ✗ damage to monetary values, documents, plans, archive resources, philatelic and numismatic collections or works of art;
- ✗ coverage of fines, administrative, judicial or any other financial penalties, imposed on the Policyholder.

<ul style="list-style-type: none"> ✓ The sum insured for rescue costs is determined up to the sum insured for travel medical expenses; ✓ The sum insured for luggage is specified in the insurance agreement; ✓ The sum insured for delayed delivery of luggage is specified in the insurance agreement; ✓ The sum insured for delay or cancellation of a means of transport is specified in the insurance agreement; ✓ The sum insured for travel interruption is specified in the insurance agreement; ✓ The sum insured for third-party liability insurance is specified in the insurance agreement; ✓ The sum insured for sports equipment may amount to PLN 10,000 or PLN 25,000, as chosen by the Policyholder. 	<p>In the travel luggage insurance, the insurance coverage does not cover:</p> <ul style="list-style-type: none"> ✗ monetary assets, securities, payment cards, official and private documents; ✗ luggage damage involving destruction or damage to suitcases, travelling trunks and other luggage containers; ✗ damage to luggage consisting in damage, destruction or loss of things in connection with their use. ✗ In the sports equipment insurance, the insurance coverage does not cover: ✗ damage consisting of the loss of value of the subject of insurance or of its aesthetic values, which does not prevent the possibility of further use of the sports equipment in accordance with its intended purpose.
	<p> What are limitations in terms of insurance coverage?</p> <p>Personal accident insurance is limited in the scope of:</p> <ul style="list-style-type: none"> ! damage caused by committing or attempting to commit a crime or suicide; ! death or health impairment caused by inappropriate treatment or improperly executed surgical interventions, although the insurance coverage remains valid if the treatment or surgical interventions were the consequences of an accident covered by the insurance; ! damage caused by being intoxicated or under the influence of alcohol, unless this did not influence the damage; ! damage resulting from infection, unless the Insured has been infected with a pathogenic microorganism as a result of wounds sustained in an accident covered by the insurance coverage. <p>Travel medical expenses insurance is limited in the scope of costs incurred in connection with:</p> <ul style="list-style-type: none"> ! destruction, confiscation, nationalisation, detention or requisition of property by the customs authorities or other authorities; ! travel by aircraft, excluding flights as a passenger if the flight was performed in accordance with applicable law; ! complications occurring after the 32nd week of pregnancy; ! birth, which occurred after the 32nd week of pregnancy; ! the procedure of abortion, unless it has been made in order to save the life or health; ! plastic surgery or cosmetic procedure; ! damage caused intentionally or by gross negligence, unless the payment of compensation in given circumstances is in line with the equitable principle; ! damage caused intentionally by a person with whom the Insured lives in the same household. <p>Third-party liability insurance is limited to the following damage:</p> <ul style="list-style-type: none"> ! damage connected with the use of ships as well as of aircraft or watercraft, with the exception of equipment driven by wind or the physical strength of the Insured; ! damage to the cargo as a result of non-performance or improper performance of a carriage or forwarding agreement; ! damage for which the Policyholder is liable as a result of assuming third-party liability under an agreement or as a result of extending one's own third-party liability resulting from the generally applicable provisions of law; ! damage that may be covered by a third liability insurance agreement concluded with another Insurer for an earlier or later period of insurance; ! damage arising from the transmission of infectious diseases, the existence of which the Policyholder was aware or, with due diligence, could have been aware. <p>Luggage insurance is limited to the following damage:</p> <ul style="list-style-type: none"> ! resulting from ordinary theft; ! resulting from luggage located in the Insured's place of accommodation, which is a tent; ! for luggage that was visible in a motor vehicle or a caravan.

		<p>Sports equipment insurance is limited to the following damage:</p> <ul style="list-style-type: none"> ! sports equipment damage that occurred when riding off-piste; ! resulting from the use of sports equipment contrary to its intended use indicated in the equipment manual issued by the manufacturer.
	<p>Where is the insurance valid?</p> <ul style="list-style-type: none"> ✓ in the case of personal accident insurance, worldwide, excluding Iran. ✓ in the case of travel medical expenses, outside the Republic of Poland and outside the country of permanent residence, with the exception of Iran. 	
	<p>What are the obligations of the Insured?</p> <p>Obligations at the beginning of the agreement:</p> <ul style="list-style-type: none"> – The Policyholder must notify the Insurer of all known circumstances about which the Insurer asked in the offer form or prior to the conclusion of the agreement in other letters. If the insurance agreement is concluded for the account of a third party, this obligation is imposed both on the Policyholder and on the Insured, unless the Insured did not know that the agreement was concluded for its account. <p>Obligations in the term of the insurance agreement:</p> <ul style="list-style-type: none"> – The Policyholder is obliged to pay the premium; – The Policyholder must notify of any changes in circumstances immediately after it learns about them; – The Insured must employ any means available to save the subject of insurance and prevent the damage or reduce its extent. <p>If a claim is presented/submitted, the Insured is obliged to:</p> <ul style="list-style-type: none"> – notify the Insurer about the incident immediately after its occurrence or after receiving information about it; – provide the Insurer with the documents and bills necessary to process the application for the payment of compensation or benefit; – undertake active cooperation with the Insurer; – follow the recommendations of the Emergency Centre, providing it with information and necessary powers of attorney, and enable it to perform the activities necessary to determine the circumstances of the damage, the validity and amount of the claim, and to provide assistance and explanations for this purpose. 	
	<p>How and when should premiums be paid?</p> <p>The premium or its first instalment must be paid by the date indicated in the insurance agreement in the form of a transfer or postal order to a specified bank account or through an intermediary</p>	
	<p>When does the insurance coverage start and end?</p> <p>In the case of a personal accident insurance and travel medical expenses, the insurance coverage begins on the date and time specified in the agreement, provided that the premium or its first instalment is paid, and ends at the end of the insurance period. On the other hand, failure to pay the next premium instalment within the time limit specified in the insurance agreement and failure to pay within 7 days from the date of delivery of the request will result in the Insurer's liability ceasing.</p> <p>In case of concluding a travel medical expenses insurance agreement for the account of a third party, i.e. on account of the person who is outside the country's borders, the insurance coverage starts from the date and time specified in the agreement as the beginning of the insurance period, but no earlier than 2 days after the date of conclusion of the agreement, unless agreed otherwise.</p>	
	<p>How can the agreement be terminated?</p> <p>The Policyholder may terminate the agreement at any time within the time limit specified in the agreement or in the general terms and conditions of the insurance, and in the event of its absence – with immediate effect.</p> <p>If the insurance agreement was concluded for more than 6 months, the Policyholder may withdraw from it within 30 days from the date of its conclusion. The Policyholder who concluded a distance agreement has the right to withdraw from the agreement within 30 days from being notified about the conclusion of the insurance agreement or from the date of the confirmation of information referred to in Article 39 section 1 of the Consumer Rights Act of 30 May 2014, provided that it is a later date.</p>	



General Terms and Conditions of the Business and Travel Insurance

AB-BP-01/21

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The table indicating which of the provisions in these General Terms and Conditions of the Business & Travel Insurance regulate the matters referred to in Article 17 (1) of the Act of 11 September 2015 on the insurance and reinsurance activities:

Name of the insurance	Record number and page of the agreement template (hereinafter: ,p.')	
	Prerequisites for the payment of compensation and other benefits or the surrender value of insurance:	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits:
Common for all insurances:		Article 13 section 2 Article 14 section 4 Article 15 sections 2-3 Article 20
Personal accident insurance	Article 3 Article 9 Article 22 section 1 Article 22 section 3 Articles 23-33 Article 40 Article 55 section 1	Article 35 section 3 Article 38 section 4 Article 41 Article 42 Article 51 Article 53 Article 54 Article 55 section 2
Travel medical expenses insurance	Article 56 Article 57 section 1 Article 57 section 5 Article 58 section 1 Article 59 Article 60 Article 61 Article 63 section 1 Article 64 Article 65 Article 66 Article 67 Article 68 Article 70 Article 71 Article 74 section 2 Article 75 Article 86 Article 87 section 7	Article 12 Article 57 sections 2-3 Article 57 section 4 Article 58 section 2 Article 63 section 2 Article 69 Article 72 Article 73 Article 74 Article 82 Article 85 Article 86 section 3 Article 86 section 4 Article 87 sections 5-6
Sports equipment insurance	Article 90 Article 91	Article 92 Article 94 Article 96

General Provisions

§ 1

1. Under these general terms and conditions of insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia Spółka Akcyjna with its registered office in Sopot at ul. Hestii 1, 81-731 Sopot, entered to the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court Gdańsk-Północ (Gdańsk North) in Gdańsk, 8th Commercial Division of the National Court Register, under KRS 0000024812, having NIP (Tax ID): 585-000-16-90 and with its share capital of PLN 196,580,900, fully paid-up, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Countering Excessive Delays in Commercial Transactions, hereinafter referred to as 'ERGO Hestia', within the scope of its enterprise, concludes insurance agreements:

Section I – PERSONAL ACCIDENT INSURANCE

- 1) personal accidents.

Section II – TRAVEL INSURANCE

- 1) medical expenses abroad,
- 2) luggage,
- 3) delayed delivery of luggage,
- 4) delay or cancellation of a means of transport,
- 5) travel interruption costs,
- 6) travel third-party liability,

with natural persons, legal persons and organisational units that are not legal persons to whom the law grants legal capacity, hereinafter referred to as 'Policyholders'.

Section III – SPORTS EQUIPMENT INSURANCE

- 1) sports equipment.
2. Only an individual may be the Insured under the insurance agreements concluded on the basis of these General Conditions and Terms of Insurance.
3. Please note that the definitions of terms used in the General Conditions and Terms of Insurance can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law. The content of the definitions contained in Article 2 below may have an impact on the scope of coverage.
4. Information on the processing of personal data by the Insurer is included in Article 101 of the general terms and conditions of insurance.
5. An insurance agreement may be extended with the additional clauses.
6. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia Spółka Akcyjna has the status of large entrepreneur within the meaning of the Act on Preventing Excessive Delays in Commercial Transactions of 8 March 2013.

Definitions

§ 2

In this document, ERGO Hestia uses certain terms with a special meaning. The terms used in this document shall have the meaning as defined below:

1.	luggage	items of personal use customarily taken for the trip, being the property of the Insured, as well as items temporarily in his or her possession if lent or borrowed by his or her employer, legal person or other organisational unit, provided that the lending or borrowing is confirmed in writing by the lender or borrower, including such items as: a) clothes and other items of personal use; b) portable photographic or video recording equipment, smartphones, mobile phones, tablets, electronic devices, jewellery and watches, as well as musical instruments; c) prams, wheelchairs not subject to registration, as well as medical and rehabilitation equipment. The following shall not be regarded as luggage within the meaning of this definition: sports equipment, official and private documents, tickets for public transport, works of art, antiques and collectibles, furs, computer programmes and data on carriers of all kinds, weapons and hunting trophies, car accessories and objects used to equip caravans and boats, objects in numbers indicating their commercial use, objects serving for commercial, service or production activities, resettlement property.
2.	direct care	such control over sports equipment or luggage, which enables immediate action of the Insured in order to prevent the loss, and in the case of a loss consisting in the taking of property by a third party, prevents its execution without the use of physical violence or threat of its immediate use, against the Insured.
3.	Emergency Centre	organiser of the assistance service on behalf of ERGO Hestia.
4.	chronic disease	a disease characterised by a slow development and a long duration, treated permanently or periodically before the insurance agreement was concluded, during which there may occur periods of withdrawal of ailments or their exacerbation.
5.	mental illness	diseases and mental disorders confirmed by a medical diagnosis, classified under the division of diseases F – Mental and behavioural disorders, in the form of the International Statistical Classification of Diseases and Health Problems ICD-10.
6.	expedition	an organised trip to places characterised by extreme climatic or natural conditions, aimed at the implementation of assigned tasks of a sport, scientific or recreational nature, such as: a trip to the jungle, bush, desert, glacier, snow, poles, climbing 5,300 metres above sea level.
7.	epidemic	the occurrence in a given area of infections or infectious diseases in significantly larger numbers than in the preceding period or the occurrence of infections or infectious diseases not previously occurring.
8.	paid physical work	undertaking or performance by the Insured of physical activities for which he/she receives remuneration, irrespective of the legal basis of employment.
9.	medical expenses	expenses incurred for medical examinations, outpatient procedures, surgeries, stay in a healthcare facility, as well as for the purchase of necessary medicines and dressing materials.
10.	burglary	the act of committing or attempting to commit a theft of property from rooms (and in the case of Luggage Insurance also from the boot of a vehicle, a caravan, a cabin of a ship), after a prior forcible removal of a safeguard or opening of an entrance with the use of tools or a forged or fitted key or an original key, the possession of which was obtained by the perpetrator as a result of burglary into another room or as a result of robbery.
11.	country of permanent residence	Republic of Poland or the country of which the Insured is a citizen or the country in which the Insured resides permanently and is covered by social insurance.
12.	outpatient treatment	treatment not related to a stay in a hospital or other medical facility, not requiring treatment in 24/7 or all-day conditions.
13.	lockout	closing down of the establishment by the owner, combined with the lay-off of employees in order to make them to accept worse working conditions or due to a strike.
14.	sudden illness	a sudden medical condition that requires immediate medical attention. A chronic disease is also considered a sudden illness.
15.	consequences of chronic disease	exacerbation of chronic disease symptoms with severe acuteness, manifesting itself in a sudden way, and therefore there resulting in a need to undergo immediate treatment.
16.	personal accident	a sudden event caused by an external cause or caused by unconsciousness of an unknown reason, as a result of which the Insured – regardless of his or her will – suffered bodily injury, disorder of health or died.
17.	next of kin	spouse, partners, siblings, ascendants, descendants, in-laws, son-in-law and daughter-in-law, stepfather, stepmother, stepchildren, adoptees and adopters.
18.	accompanying person	a person travelling with the Insured.
19.	person summoned for assistance	a person designated by the Insured to accompany him/her during treatment or transport.
20.	authorised person	a natural person indicated by the Insured, entitled to collect the sum insured due in the event of his/her death.
21.	third parties	all persons not in an insurance relationship.
22.	pandemic	epidemic of an infectious disease of particularly large size, over a large area, covering countries or even continents.
23.	travel	a stay of the Insured outside the borders of the Republic of Poland and a stay outside the country of permanent residence, in the case of air or water transport the beginning of the travel shall be regarded as passing through customs.
24.	entrepreneur	natural person, legal person or other organisational unit which is not a legal person, to which the law grants legal capacity, conducting business or professional activity in their own name.
25.	carrier	an entrepreneur authorised to conduct business activities in the field of road, rail and air transport, as well as inland navigation.

26.	robbery	a seizure of property using or threat of immediate use of physical violence against the Insured (or close relatives) or bringing the Insured (or close relatives) to a state of unconsciousness or helplessness. A robbery is also understood as a seizure of property with the use of force towards the object of seizure that remained in direct contact with the Insured.
27.	extreme sports	sports that are practised under difficult (dangerous) conditions, which involve more risk than other sports, usually require above-average physical or mental abilities and appropriate preparation, such as abseiling, ballooning/steering, base jumping, buggy rollin, canyoning, cyclotrial, freediving (breath-hold diving), heliboarding, heliskiing, highline, house running (rap sliding), hydrospeed, cycling – marathon, art cycling, mountain biking (downhill, cross-country, BMX), cross-country cycling, military aviation, glider flying, helicopter flights, motocross, alpine skiing off-piste (freeride), scuba diving without safety equipment, diving above 40 m, para-scuba diving, cycling, rock boarding, ski touring, skydiving, snowboarding off-piste (freeride), tree climbing, windsurfing, climbing without safety equipment.
28.	high-risk sports	sports such as: aerodium, mountaineering and mountaineering, baseball, biathlon, bob sleigh, American football, hockey (grass, ice, in-line, roller skating, dodgeball, skater hockey, bandy, ringette), motor yachting, snowmobiling, skiing and jet skiing and sports which use vehicles designed for travelling on snow or ice, horse riding, white-water and sea kayaking, karting, kitesurfing, track cycling, basketball, cricket, lacrosse, landkiting, archery, figure and speed skating, urban surfing, hang gliding, hunting, Nordic skiing (including water skiing, alpine skiing) diving up to 40 m, diving with breathing apparatus, paintball, paragliding, parasailing, football, handball, volleyball, weightlifting, polo, rafting and other water sports practised on mountain rivers, rugby, sandboarding, tobogganing, skateboarding, skeleton, ski biking above sea level, martial arts and all kinds of defence sports, trekking up to 5,300 metres, classic triathlon, wakeboarding, rowing, wrestling, sailing (non-transoceanic) over 12 miles to 100 nautical miles from the coast, ice sailing (boating), inland sailing.
29.	Sports equipment	equipment and accessories, including clothing, footwear, protective headgear and pads, necessary for practising all types of roller sports, all types of skiing, snowboarding, surfing, cycling, diving, covered by the insurance.
30.	state of intoxication	a state in which the concentration of alcohol in blood amounts to more than 0.5‰ or the alcohol level in breath testing is above 0.25 mg in 1 dm ³ .
31.	state after the consumption of alcohol	a state in which the concentration of alcohol in blood is between 0.2‰ and 0.5‰ or the alcohol level in breath testing is between 0.1 mg to 0.25 mg in 1 dm ³ .
32.	strike	collective, voluntary cessation of work by employees for some time in one or more factories and institutions, in order to manifest political or economic protest, and demand changes.
33.	personal injury	for the purposes of third-party liability insurance shall mean damage resulting from death, bodily injury or health disorders, as well as lost profits that the injured party could have achieved if they had not suffered the bodily injury or health disorder.
34.	damage to property	for the purposes of third-party liability insurance shall mean losses caused by destruction or impairment of a movable object or real property of the injured party, as well as lost profits that they could have achieved if their property had not been destroyed or damaged.
35.	terrorism	illegal actions organised by individuals or groups for ideological or political reasons, against persons or objects in order to bring about chaos, intimidation of the public and disruption of public life by the use of violence and directed against society with the purpose of its intimidation or in order to achieve political or social goals.
36.	stroke	a cerebrovascular incident which results in damage to brain tissue in a limited area as a result of acute non-traumatic haemorrhage or ischaemia within the brain. The occurrence of a stroke must be confirmed by a specialist doctor (neurologist).
37.	monetary assets	domestic and foreign money, payment cards of any kind, securities such as: cheques, bills of exchange, bonds, shares, bills of lading, documentary letters of credit, savings books and vouchers and other documents substituting for cash as well as products made of gold, silver, precious stones and pearls, also platinum and other platinum group metals as well as gold and silver coins and silver, gold, platinum in scrap and bars.
38.	practising professional sport	practising sports disciplines involving regular participation in trainings, matches, tournaments, camps and sports competitions within registered sections, clubs or sport organisations or associations.
39.	medical products	the list contained in the Regulation of the Minister of Health of 27 May 2017.
40.	multi-tumbler lock	a lock to which the key has a shoulder with more than one groove perpendicular to the shaft.
41.	heart attack	myocardial necrosis due to obstruction of the coronary arteries. The diagnosis must be confirmed in medical records by a specialist doctor.

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42. fortuitous events
- a) fire – the effect of fire which has extended beyond a fireplace or originated without a fireplace and can self-propagate;
 - b) lightning strike – a direct discharge of atmospheric electricity on the insured property;
 - c) explosion – a sudden change of system balance coupled with the simultaneous release of gas, dust or steam, caused by their propagation abilities. With respect to pressure boilers and other similar containers, a condition to acknowledge the event as explosion is the tearing of walls of such boilers and containers to such an extent that the release of gases, dust, steam or liquid causes the pressure to suddenly balance; damage caused by explosion includes also damage caused by implosion, where the container or vacuous apparatus is damaged by external pressure;
 - d) fall of an aircraft – crash or forced landing of a manned aircraft or fall of any of its parts or cargo;
 - e) hurricane – wind of a speed of not less than 17.5 m/s, causing mass damage, as confirmed by the Institute of Meteorology and Water Management (IMiGW); in justified cases and/or if the Insurer is unable to obtain the opinion of IMiGW, the Insurer may establish the occurrence of hurricane on the basis of the facts and the extent of damage in the insured location or the immediate vicinity thereof;
 - f) flood – an inundation of land resulting from rising level of stagnant or flowing waters or as a result of a rising level of sea coastal waters;
 - g) water run-off down the hillsides;
 - h) inundation – the consequence of the action of liquids caused by: 1) atmospheric precipitation, i.e. 2) leakage of water, steam or liquids due to a defect in the water supply, sewage, heating or technological facilities; 3) leakage of water from a washing machine, centrifuge or dishwasher due to their failure; 4) water or sewage withdrawal from the facilities of a public sewage system; 5) leaving open taps or other valves in the facilities of the network indicated in item 2); 6) the action of third parties; 7) broken aquarium; 8) spontaneous starting of sprinkler or watering systems, excluding the cases resulting from fire, attempts, repairs, alterations, modernisation of the system or the building;
 - i) landslide – shall mean earth movement on slopes not caused by human activity;
 - j) ground collapse – lowering of the ground level due to the collapse of voids in the ground created without human intervention;
 - k) avalanche – a violent sliding or tumbling down of snow, ice or stones from mountain slopes;
 - l) falling down of trees or other objects – overturning of growing trees, antennas, building cranes, buildings, structures or their parts on the insured property which is not caused by human activity;
 - m) hail – precipitation consisting of ice lumps;
 - n) volcanic eruption;
 - o) earthquake – a disturbance of the balance system inside the Earth, unrelated to human activity and accompanied by shakes and vibrations of the ground.
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43. civil partnership an informal relationship of two persons living in cohabitation and running a household together. Persons in civil partnership cannot be connected by consanguinity, affinity or adoption.
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Common provisions

Period of insurance and duration of liability of ERGO Hestia

§ 3

1. The insurance period is specified in the insurance agreement.
2. The insurance period lasts one year, unless the agreement provides for a shorter period (short-term insurance).
3. The liability of ERGO Hestia shall commence from the date and time specified in the agreement as the beginning of the insurance period, not earlier, however, than from the day following the payment of the premium or its first instalment, subject to provisions of sections 4, 5 and 9.
4. If ERGO Hestia is liable before the premium or the first premium instalment is paid, and the premium is not paid when due, ERGO Hestia may terminate the agreement with immediate effect and demand payment of the premium for the period during which coverage was provided. In the case of lack of termination, the agreement will expire at the end of the period for which the non-paid premium has fallen, subject sections 6-10.
5. Failure to pay another premium instalment in the amount and on the date specified by ERGO Hestia shall result in termination of ERGO Hestia's liability only if, after expiry of the time allowed for payment of the premium instalment, ERGO Hestia calls the Insurer for payment and the premium instalment is not paid within 7 days of the date of delivery of the call, subject to the provisions of sections 6–10.
6. If payment is to be made by bank transfer or postal order, the payment shall be deemed to have been made on the day when the order for payment to ERGO Hestia's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited in the Policyholder's bank account;

otherwise, the payment shall be deemed to have been made when ERGO Hestia's bank account is credited with the relevant amount.

7. The payment of the premium or the next premium instalment is not regarded as the payment of an amount which is lower than the amount arising from the insurance agreement.
8. The liability of ERGO Hestia shall expire upon the expiration of the insurance period unless the insurance relationship expired before that date.
9. In the case of concluding an insurance agreement for the account of a third party, i.e. for the account of a person staying outside the country, the liability of the Insurer shall start from the date and time specified in the agreement as the beginning of the insurance period. The date and time indicated as the beginning of the protection period may not be earlier than 2 days from the date of conclusion of the agreement.
10. The Policyholder may terminate the agreement at any time within the time limit specified in the agreement or in the general terms and conditions of the insurance, and in the event of its absence – with immediate effect.

Insurance recourse

§ 4

1. On the date of compensation payment, ERGO Hestia takes over the claim of the Insured against a third party responsible for damage, to the amount of the compensation paid.
2. No claims of the Insured against persons living together with the Insured shall be transferred to ERGO Hestia unless the damage was caused intentionally.
3. The Insured is obliged to secure the possibility to bring claims for compensation against those responsible for the damage.
4. In the event of the Policyholder's waiver of its rights against third parties in respect of damage without ERGO Hestia's consent, ERGO Hestia may refuse to pay the compensation in whole or in part, and if the compensation has already been paid, it shall be returned in whole or in part.

Method of determining and paying the insurance premium

§ 5

1. ERGO Hestia determines the personal accident insurance premium after assessing the risk.
2. The amount of personal accident insurance premium is the product of the sum insured and the percentage rate for each of the insurance risks specified in the tariff in force on the date of the agreement.
3. The amount of the premium depends on the class of risk, insurance coverage, insurance variant, the form of the insurance agreement and the length of the insurance period.
4. The following should be considered when determining the premium amount:
 - 1) premium increases for:
 - a) conclusion of an agreement for the sum insured exceeding the amounts specified in the tariff,
 - b) conclusion of an agreement for a person who has reached 80 years of age,
 - c) coverage for the consequences of heart attacks and strokes,
 - d) coverage for personal accidents caused by terrorist attacks,
 - e) insurance coverage for consequences of accidents sustained in connection with competitive practising of sports classified as higher risk class,

- f) providing insurance protection for the consequences of personal accidents suffered in connection with participation in expeditions.
- 2) premium discounts for:
 - a) the number of people joining the insurance.

§ 6

1. ERGO Hestia determines the insurance premium for travel medical expenses, luggage, delayed delivery of luggage, travel interruption after the risk assessment has been carried out.
2. The amount of the premium depends on the amount of the sum insured for medical expenses, luggage, delayed delivery of luggage, travel interruption, as well as the scope of coverage and the duration of the travel.
3. The following should be considered when determining the premium amount:
 - 1) premium increases for:
 - a) extension of insurance coverage for accidents related to the performance of paid physical work,
 - b) extension of insurance coverage for accidents related to practising competitive sports,
 - c) extension of insurance coverage for accidents related to practising competitive sports,
 - d) extension of insurance coverage by the continuation of treatment in the territory of the Republic of Poland in connection with a sudden illness or an accident,
 - e) daily hospital benefit in connection with an accident outside the territory of the Republic of Poland,
 - f) extending the insurance coverage to cover damage resulting from passive participation in acts of terrorism.
 - 2) premium discounts for concluding an agreement on behalf of children under 18 years and schoolchildren and university students under 24 years,

§ 7

1. If circumstances materially changing the probability of accident are revealed, both parties may demand a relevant change of the premium amount, as of the day when those circumstances occurred; however, not earlier than from the beginning of the current insurance period. If such a demand is made, the other party may, within 14 days, terminate the agreement with immediate effect.
2. At the request of the Policyholder, the payment of the premium may be broken down into instalments.

Concluding the insurance agreement

§ 8

1. The insurance agreement shall be concluded based on an insurance application drawn up in writing.
2. The application should specify at least the following data:
 - 1) name and address of the Policyholder,
 - 2) first name and surname of the Insured, if the agreement is concluded with specification the names, for the account of a third party,
 - 3) number of insured persons if an insurance agreement is to be concluded without specifying the particulars of such persons,
 - 4) subject and scope of insurance,
 - 5) sum insured,

§ 9

1. An insurance agreement may be concluded on a 24/7 or limited coverage.
2. The 24/7 coverage extends to include the Insurer's liability in respect of consequences of personal accidents sustained by the Insured when performing official duties specified in the insurance agreement, when travelling to and from the place of work, and in their private life.
3. The limited coverage extends to include the Insurer's liability in respect of consequences of personal accidents sustained by the Insured when performing official duties and when travelling to and from the place of work, or while performing other activities specified in the insurance agreement.

Concluding the agreement for the account of a third party

§ 10

1. The Policyholder may conclude an insurance agreement for the account of a third party (for the account of the Insured).
2. ERGO Hestia may raise a claim for payment of the premium only against the Policyholder.
A charge affecting ERGO Hestia's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the incident has already occurred.
4. The Policyholder is obliged to deliver the general terms and conditions of the insurance to the Insured. Obtaining the consent of the Insured to finance the premium is the Policyholder's right, it is not obligatory. If the Insurer obtains a written consent of the Insured to finance the premium, then he/she is obliged to send ERGO Hestia a confirmation of reading of the general insurance terms and conditions by the Insured.
5. If a group insurance agreement is concluded, as referred to in Article 18 of the Act on insurance and reinsurance activities, the Policyholder shall be additionally obliged to provide the person interested in joining such an insurance agreement with the following information about:
 - a) the insurance company and its registered office address;
 - b) the nature of remuneration received in connection with the proposed inclusion in the group insurance agreement within the meaning of the insurance distribution act;
 - c) the ability to file a complaint, make a claim and to resolute disputes out of court.

Deadlines for reporting and considering the damage

§ 11

1. ERGO Hestia shall pay compensation or benefit on the basis of the recognition of the claim as a result of the findings made in the proceedings concerning the determination of the facts related to the occurrence of the damage, the validity of the claims and the amount of the benefit or compensation, the settlement concluded with it or the final court judgement within 30 days from the date of receipt of the notification of accident.
2. If, within the time limit specified in section 1, explanation of the circumstances necessary to establish ERGO Hestia's liability or the amount of compensation, proved to be impossible, the compensation or benefits shall be paid within 14 days from the date on which, with due diligence, an explanation of these circumstance was possible; however, an indisputable part of the compensation or benefit shall be paid by ERGO Hestia within the time limit specified in Section 2.

§ 12

For the luggage insurance if, after the payment of the compensation, the Insured retrieved the property lost, he/she is obliged to immediately return the compensation for this property or waive the rights to this property to the benefit of ERGO Hestia.

Obligations of the policyholder and the insured

§ 13

1. The Insured is obliged to notify the Insurer about the accident within 3 days from the date of damage occurrence or becoming aware of it at the following telephone number: 0 801 107 107 or 0 (58) 555 6 555 or 0 (58) 555 5 555.
2. In the event the Policyholder breaches, by wilful misconduct or gross negligence, the obligation set out in the preceding section, the Insurer may reduce the compensation accordingly if the breach contributed to an increase in the damage or made it impossible for ERGO Hestia to establish the circumstances and consequences of an accident.
3. Failure to notify ERGO Hestia of the accident shall entail no consequences if by the notification deadline ERGO Hestia is notified of the circumstances which should have been disclosed to the Insurer.

§ 14

1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the offer form or before the conclusion of the agreement in other letters. If the Policyholder enters into the agreement through a representative, this obligation shall apply also to the representative and it shall cover circumstances known to the representative. If ERGO Hestia concludes the insurance agreement even though particular questions have been left unanswered, any circumstances passed over shall be regarded as immaterial.
2. During the period of the insurance agreement, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances referred to in section 1.
3. If the insurance agreement is concluded for the account of a third party, obligations specified in sections 1 and 2 shall apply both to the Policyholder and the Insured, unless the Insured was not aware of the agreement having been signed on his/her behalf.
4. ERGO Hestia shall not be liable for the consequences of circumstances of which it has not been notified in violation of sections 1 and 2. If the breach of Section 1 occurred intentionally, in case of doubt it is assumed that the insurance event provided for in the insurance agreement and its consequences are the result of circumstances as referred to in the previous sentence.

§ 15

1. If an accident happens, the Insured must employ any means available to them to rescue the subject of insurance and prevent the damage or reduce its extent.
2. If the Insured intentionally or through gross negligence failed to comply with the measures referred to in section 1, ERGO Hestia shall be free from liability for damage thus caused.
3. Within the limits of the sum insured, ERGO Hestia shall reimburse the costs of the measures referred to in section 1, if such measures were justified, even if they proved ineffective.

§ 16

The Insured is obliged to:

- 1) actively co-operate with ERGO Hestia in order to determine all circumstances and causes of the damage as well as its extent;

- 2) follow the Emergency Centre's or ERGO Hestia's recommendations by providing them with information and the necessary authorisations;
- 3) enable the Emergency Centre or ERGO Hestia to perform actions necessary to establish the circumstances of the occurrence of the accident, legitimacy and amount of the claim, and provide assistance and explanations in order to that effect.

Payment of compensation or benefit

§ 17

1. Compensation or benefits are paid in the Polish zloty on the Polish territory, with the exception of costs reimbursed directly abroad to the issuers of bills, and cash benefits covered by the insurance of costs of providing immediate assistance.
2. If the amount of the claim was determined based on bills issued in foreign currency, and the compensation is to be paid in Polish currency, it shall be converted at the Polish currency at the average exchange rate applicable on the day of the occurrence of the event.

Expiry of insurance

§ 18

If the insurance agreement is concluded for a term longer than 6 months, the Policyholder shall have the right to rescind the agreement within 30 days or if the Policyholder is a company – within 7 days following the signing thereof. If ERGO Hestia did not inform, at the latest on the date when the agreement was signed, the Insured who is a consumer about their right to withdraw from the agreement, the time limit of 30 days runs from the day on which the Policyholder who is a consumer became aware of this right. Rescinding an insurance agreement shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.

§ 19

1. If the agreement expires due to reasons specified in Article 18, the premium for the unused insurance period shall be returned, subject to Section 2.
2. The unused insurance period is counted from the day following the expiration of insurance

General exclusions

§ 20

The insurance coverage does not cover the costs of medical treatment, third-party liability and personal accident insurance resulting from:

- 1) crime or attempted crime or suicide committed by the Insured,
- 2) self-mutilation,
- 3) mental illness, mental disorders or illnesses resulting from addiction to psychoactive substances or from a disease of the nervous system,
- 4) HIV infection or contracting AIDS,
- 5) poisoning by alcohol, narcotics, nicotine or any other intoxicant,

- 6) acts of war, martial law, state of emergency, unrest, riots, civil unrest, strikes, lockouts, sabotage,
- 7) driving a vehicle by the Insured without driving licences required by the Road Traffic Law Act or other legal regulations, unless this did not influence the occurrence of the damage and driving a vehicle after consumption of alcohol, drugs or other intoxicants in amounts exceeding permissible norms binding in the country of the accident, unless this did not influence the occurrence of the damage,
- 8) during the performance of professional activities by military and paramilitary personnel,
- 9) in connection with participation in expeditions, subject to the provisions of Article 22 section 3(3),
- 10) practising extreme sports,
- 11) the Insured being intoxicated or under the influence of alcohol, unless this did not influence the damage,
- 12) the Insured being under the influence of drugs or other intoxicants and similarly acting substances, unless this did not result in the occurrence of the damage,
- 13) in the territory of Iran,
- 14) in connection with competitive practising of sports classified as higher risk class within the meaning of Article 21, section 1(2ab),
- 15) passive participation in terrorist attacks, subject to Article 22 section 3(4) and Article 57 section 4(5),
- 16) destruction, confiscation, nationalisation, detention or requisition of property by the customs authorities or other authorities,
- 17) test drives, rallies and car and motor racing,
- 18) travelling by aircraft, excluding flights as a passenger if the flight was performed in accordance with applicable law,
- 19) intentional actions of the Insured and persons for whom he/she is responsible.

Section I – PERSONAL ACCIDENT INSURANCE

§ 21

1. For the purposes of these General Terms and Conditions of Insurance, two risk classes are introduced, depending on the degree of the risk resulting from the work performed, or the sports discipline practised by the Insured:
 - 1) The lower risk class includes:
 - a) the performance of white-collar work for the most part in offices, educational, scientific, therapeutic, artistic and cultural establishments, the performance of work in handicrafts, commerce, catering and hospitality, and clerical and non-clerical persons, the care of children and the elderly, domestic help, modelling;
 - b) aerobics, badminton, cross-country skiing, billiards/snooker, bridge, boules, frisbee, gymnastics (including artistic and sports), golf, snow golf, cycling (recreational), roller skating, yoga, jogging, bowling, body-building, athletics, classic marathon, sports modelling, walking up to 2,500 metres above sea level Nordic walking, water polo, swimming, darts, sports refereeing, trampolining, snorkelling, chess, dancing, table tennis, fishing, inland sailing.
 - 2) The higher risk class includes:
 - a) work in mechanised crafts, agriculture, forestry, horticulture, fishing, construction, including repair and construction work, the energy industry with high-voltage equipment, underground mining, transport, shipping, gas rescue and medical services, veterinary services, aviation, fire brigades, sports coaches and instructors, policemen, mountain rescuers, divers, aeroplane flyers, acrobats, stuntmen, circus artists, performing activities with dangerous tools, such as impact drills, power saws, jackhammers, mechanical saws and grinders, machine tools, performing activities at heights of more than 5 metres, performing work with, for example, paints, liquid fuels and solvents, technical and combustion gases, hot technical oils or fluids;

- b) mountaineering and mountaineering, baseball, biathlon, boxing, bob sleigh, Far Eastern martial arts, American football, ice hockey, roller hockey, hockey, horse riding, snowmobiling motor yachting, judo, canoeing, karting, kitesurfing, track cycling, basketball, cricket, lacrosse, landkiting, archery, figure and speed skating, urban surfing (asphalt surfing), hunting, skiing alpine skiing on marked trails, water skiing, diving up to 40 m, paintball, parasailing, football, ball volleyball, handball, weightlifting, pole dance, polo, rugby, sandboarding, tobogganing, skeleton, diving, snowboarding on marked routes, ski bike, skateboarding, water scooters, motor sports, motor sports, air sports, squash, shooting , SUP, surfing, fencing, tennis, trekking up to 5,300 m above sea level, classic triathlon, floorball, wakeboarding, windsurfing, rowing, climbing on designated slopes up to 5,300 m above sea level, wrestling, sea sailing (non-transoceanic) above 12 miles to 100 nautical miles from the shore, inland sailing.
2. Except as specified above, the class risk is determined according to the types of the employment or sports disciplines listed in section 1(1-2) above which correspond as closest as possible to the degree of the risk resulting from the type of the work performed or the sports discipline practised by the Insured.

Subject and scope of insurance

§ 22

1. The subject of the insurance are the consequences of personal accidents suffered by the Insured in the territory of the Republic of Poland and abroad.
2. The scope of the insurance shall not cover any consequences of personal accidents sustained as a result of:
 - 1) infections, with the proviso that the insurance coverage exists if the Insured has been infected with a pathogenic micro-organism as a result of injuries sustained in an accident covered by insurance,
 - 2) damage to intervertebral discs and their consequences, as long as they result from medical conditions, degenerative changes or overuse syndromes,
 - 3) food poisoning,
 - 4) death and health impairment caused by inappropriate treatment or improperly executed surgical interventions, though the insurance coverage is valid if the treatment or surgical interventions were consequences of accident covered by the insurance,
 - 5) accidents resulting from or in connection with any disease, even if it occurred suddenly, subject to the provisions of section 3(1),
 - 6) epidemics and pandemics announced by relevant state authorities,
 - 7) the consequences of heart attacks and strokes, subject to the provisions of section 3(1).
3. Subject to the payment of an additional insurance premium, the insurance coverage may extend to:
 - 1) consequences of heart attacks and strokes,
 - 2) consequences of personal accidents suffered in connection with practising professional sport, within the scope of practising sports disciplines classified as higher risk category, within the meaning of the provisions of Article 21 section 1(2b),
 - 3) consequences of personal accidents suffered in connection with participation in expeditions, as defined in Article 2(5),
 - 4) consequences of personal accidents covered by insurance resulting from passive participation in terrorist attacks.

Types of benefits

§ 23

Depending on the extent of benefits chosen by the Policyholder, paid in respect of death or permanent health impairment, the insurance agreement shall be concluded in Variants I, II or III.

§ 24

1. In variant I (proportional benefits system) the Insurer pays the following types of benefits:
 - 1) in the event of death resulting from an accident, heart attack or stroke, if it occurs within 2 years from its occurrence – 100% of the sum insured,
 - 2) for permanent health impairment:
 - a) in the event of 100% health impairment – the full sum insured specified in the agreement;
 - b) in the case of partial impairment – a percent of the sum insured corresponding to the percent of permanent health impairment.
2. In variant II (progressive benefit system), ERGO Hestia shall pay the following types of benefits:
 - 1) in the case of death as a result of personal accident, heart attack or stroke, if it occurred within 2 years from the date of its occurrence – 100% of the sum insured specified in the agreement,
 - 2) for permanent health impairment, amounting to:
 - a) up to 25% – 1% of the sum insured for each percent of permanent health impairment,
 - b) from 26% to 50% – 1.5% of the sum insured for each percent of permanent health impairment,
 - c) from 51% to 75% – 2.5% of the sum insured for each percent of permanent health impairment,
 - d) above 75% – 3.5% of the sum insured for each percent of permanent health impairment.
3. In variant III (permanent benefit system), ERGO Hestia shall pay the following types of benefits:
 - 1) in the case of death as a result of personal accident, heart attack or stroke, if it occurred within 2 years from the date of its occurrence – 100% of the sum insured specified in the agreement,
 - 2) for permanent health impairment as a result of the occurred accident – an appropriate percentage of the sum insured determined in accordance with the following table assessing damage to health:

TYPE OF HEALTH IMPAIRMENT	PERCENTAGE OF SUM INSURED PAID
Post-traumatic partial and complete injuries	
Complete quadriplegia (tetraplegia)	100%
Persistent hemiplegia	100%
Complete paralysis of both lower limbs (paraplegia)	100%
Hemiparesis significantly impeding the efficiency of limbs with complete aphasia	100%
Persistent extrapyramidal syndrome significantly impeding functional capacity and requiring assistance of third persons	100%
Balance disorders of cerebellar and vestibular origin making walking impossible	100%
Epilepsy with psychiatric disorders, characteropathy, dementia and epileptic equivalents preventing any work or requiring individual/special education	100%
Severe mental disorders requiring permanent third-party care (dementia, persistent psychosis, frequent and prolonged psychiatric hospitalisation)	100%
Complete loss of sight in both eyes	100%
Complete loss of hearing, bilateral	100%

TYPE OF HEALTH IMPAIRMENT	PERCENTAGE OF SUM INSURED PAID
Complete loss of speech Complete aphasia with agraphia and alexia despite 12 months of speech therapy	100%
Amputation of both upper/lower limbs	100%
Post-traumatic damage to internal organs	
Heart or pericardial damage	15%
Damage to the aorta, vena cava and major branches	10%
Stomach damage	5%
Rupture of the spleen without having to remove it	5%
Damage to the diaphragm	5%
Liver damage requiring transplant (End Stage Liver Disease)	80%
Damage to the small or large intestine	10%
Damage to the rectum and anus	10%
Contusion	10%
Concussion	1%
Post-traumatic loss of / damage to an organ or a body part	
Lung (partial)	10%
Spleen	10%
One kidney	10%
Two kidneys	50%
Pancreas (partial)	15%
Liver (partial)	15%
Uterus/penis	30%
Testicle/Ovary	15%
Two testicles/two ovaries	40%
Skull bone loss	6%
Whole nose (including the bones of the nose)	30%
Jaw loss	40%
Mandible loss	50%
Complete loss of sight in one eye	30%
Complete loss of hearing, unilateral	30%
Complete loss of one auricle	15%
Complete loss of both auricles	25%
Complete loss of nipple (breast gland)	25%
Partial loss of nipple (breast gland)	15%
Upper limb amputation above the elbow	65%
Forearm amputation (below the elbow)	60%
Complete amputation of one hand (palm)	50%
Complete post-traumatic loss of upper limb function	50%
Complete amputation of five fingers on one hand	40%
Lower limb amputation at the level of the knee joint	60%
Amputation of lower limb (below the knee)	50%

TYPE OF HEALTH IMPAIRMENT	PERCENTAGE OF SUM INSURED PAID
Complete foot amputation	40%
Complete post-traumatic loss of lower limb function	40%
Complete amputation of five toes on one foot	25%
Loss of limb at shoulder	75%
Loss of a limb along with a scapula	80%
Loss of a limb within the arm	65%
Loss of a limb within the forearm	55%
Post-traumatic loss/damage to a part of the body or complete muscle rupture	
Loss of the entire big toe	8%
Complete loss of the 2nd, 3rd, 4th and 5th toes together	3%
Complete loss of the thumb	15%
Complete loss of index finger	15%
Complete loss of 3rd to 5th fingers – for each finger	2%
Complete rupture of the quadriceps	6%
Complete rupture of the biceps (lower limb)	4%
Complete rupture of the biceps and triceps (upper limb)	3%
Complete rupture of the Achilles tendon	6%
Stitched wounds, frostbites or burns	
Cut wound	2%
Laceration (e.g. as a result of being bitten by a dog)	3%
3rd degree frostbite – for every percent of the body surface	2%
3rd degree burns – for every percent of the body surface	2%
Fractures of	
Bones of the skull cover	4%
Craniofacial bones – mandible, maxilla	6%
Zygomatic bone	3%
Nasal bones – without disturbing the shape of the nose	1%
Nasal bones – with a disturbance in the shape of the nose despite surgery	3%
Sternum	4%
One rib	1%
Two or more ribs	2%
Pelvis	6%
Coccyx	2%
Femur	7%
Fibula	2%
Tibia	6%
Humerus	5%
Radius bone, ulna, wrist bone	4%
Spine	8%
Other bone fractures	1%

TYPE OF HEALTH IMPAIRMENT	PERCENTAGE OF SUM INSURED PAID
Dislocations	
Spine without neurological sequelae in the form of paralysis or paresis	5%
Within the mandibular joint	2%
Hip	10%
Knee joint	8%
Within the tarsus	5%
Big toe	3%
Toes from II to V (for each toe)	2%
Clavicle-brachial or clavicular-sternal joint	3%
Shoulder-scapular joint	4%
Within the elbow joint	5%
Wrist	3%
Thumb joints	3%
Index finger joints	2%
3rd to 5th finger joints (for each finger)	1%
Sprains of	
Cervical spine	2%
Thoracic and/or lumbar spine	1%
Hip joint	3%
Knee joint without ligament damage	3%
Knee joint with ligament damage and surgery	5%
Ankle joint or foot, or ankle joint and foot	2%
Shoulder joint	3%
Elbow	2%
Wrist	3%
Thumb joints	2%
Index finger joints	1%
3rd to 5th finger joints (for each finger)	1%
Post-traumatic complete or partial loss of permanent teeth (for each tooth)	
Complete loss of the incisor or canine	1%
Complete loss of the remaining teeth	0.5%
Partial loss of the incisor or canine and remaining teeth	0.5%
Post-traumatic health disorder: complications, illness	
Complete stiffening of the joint	10%
Pseudarthrosis of bone	10%
Post-traumatic aneurysm	10%
Poisoning by gases or inhalants	5%

4. In variants I, II and III, in the case of the consequences of heart attacks and strokes, the determination of the type of damage and the assessment of the degree of permanent damage to the health are made by doctors appointed by the Insurer, based on the provided medical documentation.

§ 25

1. ERGO Hestia also reimburses the costs of:
 - 1) purchase of medical devices, provided that they were incurred in the period not longer than 2 years from the date of the accident – up to PLN 6,000,
 - 2) vocational training of people with disabilities, provided that they were incurred in the period not longer than 2 years from the date of the accident – up to PLN 6,000,
 - 3) dental restoration, provided that they were incurred in the period not longer than 2 years from the date of the accident – up to PLN 5,000,
 - 4) one-time benefit for permanent loss of ability to perform work in the current profession, provided that it started during the insurance coverage period and lasts at least 6 months and will continue for at least another 24 months from the date of its commencement – up to the amount specified in the insurance agreement.
2. ERGO Hestia does not reimburse the purchase costs of implants and implantation.
3. The costs of purchase of medical devices, as well as the costs of vocational training for persons with disabilities are reimbursed only if they are necessary from a medical point of view and they cannot be covered by the general health or social insurance, and provided that they are incurred in the Polish territory.
4. In the event of a personal accident, regardless of the sustained damage to health and the scope of insurance selected by the Policyholder (24/7 or limited), ERGO Hestia provides the following benefits in the territory of the Republic of Poland:
 - 1) **medical visit** – if the Insured had a personal accident, which is covered by insurance, the Emergency Centre will arrange and pay costs of arrival of a doctor and a fee for a visit to the place of stay of the Insured or cover the cost of visiting a doctor in a medical facility – up to PLN 500 total cost for a single personal accident,
 - 2) **nurse visit** – if the Insured had a personal accident, which is covered by insurance, the Emergency Centre will arrange and pay costs of arrival of a nurse and a fee for a visit to the place of stay of the Insured – up to PLN 500 of the total cost for a single personal accident,
 - 3) **delivery of medicines prescribed by a doctor to the place of stay** – if the Insured had a personal accident, which is covered by insurance, and as a consequence, is required to lie down, the Emergency Centre will cover the cost of transportation of medicines – up to PLN 100 of the total cost for a single personal accident,
 - 4) **transportation from the place of stay of the Insured to a medical facility** – if the Insured had a personal accident, which is covered by insurance, the Emergency Centre will arrange and pay the cost of transportation of the Insured to a medical facility; if the intervention of ambulance services is not necessary and the health condition does not allow the use of public or private means of transport – up to PLN 500 of the total cost for a single personal accident,
 - 5) **transportation from a medical facility to the place of stay of the Insured** – if the Insured had a personal accident, which is covered by insurance, the Emergency Centre will arrange and pay the cost of transportation of the Insured from a medical facility to the place of stay of the Insured – if the health condition does not allow the use of public or private means of transport – up to PLN 500 of the total cost for one personal accident,
 - 6) **domestic help** – if, as a result of a personal accident, the Insured stayed in hospital for more than 7 days, the Emergency Centre will cover the costs of home help after hospitalisation in the event that the Insured cannot benefit from the help of a relative – up to PLN 500 for a maximum period of 7 days for one personal accident,
 - 7) **psychological assistance** – if, as a result of a personal accident of the Insured, who is covered by insurance, a psychologist's advice is recommended by a doctor appointed by the Insurer, the Emergency Centre will organise and cover the costs of visits up to PLN 500 for one accident,

- 8) **childcare** – if in consequence of a personal accident the Insured stays in hospital for at least 5 days, the Emergency Centre will cover the cost of childcare for children under 16 in the place of residence of the Insured up to the amount of PLN 100 per day, for a maximum period of 5 days for a single personal accident. The benefit shall be provided at the request of the Insured only if no close person can provide care at the Insured's place of residence,
 - 9) **organising care for dogs and cats of the Insured at his or her home** – the Emergency Centre shall organise and cover costs of transport of the above-mentioned animals in the territory of the Republic of Poland to the person indicated by the Insured, who is able to take care of them or to the nearest animal shelter – up to PLN 300 of total costs in relation to one personal accident,
 - 10) **providing information about the Health Service**, at the Insured's telephone request, regarding medical facilities, telephone numbers to doctors of various specialisations,
 - 11) **notifying the family and the workplace of the Insured about the occurrence of the event by the Emergency Centre** in case of unexpected hospitalisation of the Insured, as well as, upon the Insured's consent, keeping the family informed about his or her health condition,
 - 12) **private lessons** – if in the consequence of personal accident the Insured was hospitalised for at least 7 days and after discharge from hospital further convalescence is necessary, the Emergency Centre shall organise and cover costs of tutoring in connection with the lack of possibility to attend classes – up to the total amount of PLN 1,000 in relation to one personal accident, maximum for the period of 1 month,
 - 13) **funeral assistance** – if the Insured has an accident and died as a result of this accident, the Emergency Centre will organise and cover the costs of funeral ceremonies at the request of the Insured's family – up to the total cost of PLN 4,000.
5. If the Emergency Centre was not able to provide the Insured with the organisation of benefits covered by the scope of insurance specified in Article 25 section 5, ERGO Hestia shall reimburse the costs incurred by the Insured, subject to the sum insured and limits for the indicated benefits.

§ 26

Subject to the payment of an additional insurance premium, the scope of the benefits paid in respect of any accident may be extended to include:

- 1) a daily benefit due to temporary, full incapacity for work or study,
- 2) daily hospital benefit,
- 3) reimbursement of plastic surgery costs,
- 4) refund of costs of treatment or rehabilitation,
- 5) a one-off benefit due to a permanent incapacity for work in any profession,
- 6) stay in a sanatorium,
- 7) reimbursement of documented additional funeral expenses.

§ 27

1. The daily benefit for temporary full incapacity to work or study is granted up to the limit specified in the insurance agreement for each day of incapacity to work (study).
2. Daily benefit is available from the 10th day after the accident, and if the incapacity to work (study) lasted at least 30 days – from the day after the accident, but no longer than 180 days.

§ 28

1. The daily hospital benefit is payable in the event of an uninterrupted stay of the Insured in a hospital on the territory of the Republic of Poland lasting at least 3 days as a result of an accident covered by insurance – up to the limit specified in the insurance agreement for each day of stay in the hospital. The daily hospital benefit does not include the stay of the insured in any kind of sanatorium, spa hospitals, rehabilitation centres, nursing homes or hospices.

2. A daily hospital benefit is due and payable commencing from the first day of hospitalisation, but for the period not longer than 360 days.

§ 29

1. Plastic surgery costs are reimbursed up to the limit specified in the insurance agreement. A condition of reimbursement is to perform the operation on the Polish territory, to remove disfigurements and mutilations of the Insured's body surface caused by an accident covered by insurance.
2. Costs of plastic surgery are reimbursed, provided that they are incurred within the period not exceeding two years from the date of the accident and they were not covered by social insurance or other insurance agreement.

§ 30

1. The costs of treatment and rehabilitation shall be reimbursed provided they were incurred within a period not longer than 2 years from the date of accident – up to the limit specified in the insurance agreement.
2. Costs of treatment and rehabilitation are reimbursed only if they are necessary from a medical point of view and have been incurred on Polish territory.

§ 31

1. The Insured shall be entitled to a single benefit for permanent loss of capacity to work in any occupation, even after retraining, caused by deterioration of health due to a personal accident, if it began during the period of insurance coverage and lasted for at least 6 months, and which, in accordance with the ruling of a physician appointed by ERGO Hestia, will persist for at least another 24 months counted from the date of its beginning, and the Insured, in accordance with current medical knowledge, does not promise to regain capacity to work during this period.
2. When assessing the degree and persistence of incapacity for work and the prognosis for regaining the ability to work, the following are taken into account:
 - a) the degree of violation of the body's efficiency and the possibility of restoring the necessary fitness through treatment and rehabilitation,
 - b) the current course of treatment (until the decision is made by the medical examiner appointed by ERGO Hestia),
 - c) assessment of the ability of the Insured to perform any paid work or work in any profession.
3. When assessing the degree and duration of incapacity for work and the prognosis of regaining work ability, the content of the decision of the pension body regarding the recognition of the Insured as completely incapable of work or incapable of independent existence, if such a decision has been presented by the Insured, is also taken into account.
4. The date of commencement of incapacity for work shall be the date of the accident.

§ 32

A stay in a sanatorium is organised on the basis of a written referral from the attending physician.

The Emergency Centre shall cover the costs up to the limit specified in the insurance agreement (Option I – PLN 5,000, Option II – PLN 10,000), such as: accommodation, meals, recommended treatments, transport to the sanatorium stay and return transport after the end of the stay sanatorium.

§ 33

1. Reimbursement of documented and justified additional costs of the Insured's funeral, incurred in the territory of the Republic of Poland in connection with death as a result of an accident, provided that the due benefit is paid in the event of death as a result of an accident.

2. Funeral costs include: the cost of the service, purchase of a coffin or urn, a monument, clothing of the deceased and the cost of a funeral party, and transportation of the coffin or urn to the burial site. The liability limit of ERGO Hestia is PLN 5,000 per one Insured.
3. The liability limit referred to in section 2, is independent of the benefits paid under the funeral benefit from ZUS (Social Insurance Institution), KRUS (Agricultural Social Insurance Fund), MSWiA (Ministry of Internal Affairs and Administration), WBE (Military Pension Office) and is independent of the basic funeral assistance benefits, contained in Article 25 section 5(13).

Sum of insurance

§ 34

1. Sums insured are specified in the insurance agreement.
2. With the exception of cases specified in Article 24 section 2(2), the sum insured constitutes the upper limit of liability of ERGO Hestia.

Obligations of the Insured

§ 35

1. In the event of a personal accident, the Insured is obliged to:
 - 1) submit to treatment and follow the recommendations aimed to mitigate the consequences of the accident,
 - 2) release physicians who administered medical treatment to them prior to the accident covered hereunder from the obligation to enjoy a doctor-patient privilege and to give consent to reveal medical case treatment history,
 - 3) release any public and non-public medical facilities as well as the Social Insurance Institution from their obligation to observe confidentiality and to give consent to reveal the medical records,
 - 4) submit to examination to be performed by physicians designated by ERGO Hestia or to a clinical observation, if any,
 - 5) actively co-operate with ERGO Hestia in order to determine all circumstances and causes of the damage as well as its extent,
 - 6) enable ERGO Hestia to perform actions necessary to establish the circumstances of the occurrence of the accident, legitimacy and amount of the claim, and provide assistance and explanations in order to that effect.
2. In the event of the Insured's death, the entitled person is obliged to provide ERGO Hestia with the documents necessary to establish the legitimacy of the claim, which shall mean in particular an extract from the death certificate and documents confirming the kinship or affinity of the entitled person with the Insured.
3. In the event of the Insured's failure to meet the obligations specified in Section 1, ERGO Hestia may refuse the payment of compensation in full or in a relevant part, depending on the extent to which failure to comply with those obligations affected the determination of the cause of an accident, the circumstances of an event or the amount of compensation.

§ 36

1. The Insured is obliged to provide ERGO Hestia with the documents necessary to consider the application for the payment of the benefit, including in particular:
 - 1) medical diagnoses and other documents stating the accident cause and the scope of medical assistance provided,

- 2) original bills for medical assistance or relating to any other costs covered within the insurance scope.
2. ERGO Hestia reserves the right to verify the documents submitted by the Insured and to consult specialists.
3. The Insured is obliged to collect and provide ERGO Hestia with documents referred to in Sections 1, at his/her own expense.

Determining the size and amount of the benefit

§ 37

A beneficiary under the insurance agreement must substantiate its claim.

§ 38

1. The type and amount of permanent health impairment is determined on the basis of the medical documentation provided by the Insured.
2. Determining the causal relationship between the accident and the damage, as well as the degree of permanent health impairment, takes place on the basis of the evidence provided and medical documentation.
3. In the case of consequences of accidents, heart attacks and strokes, the degree of permanent health impairment is determined on the basis of medical documentation after the end of treatment, and in the case of longer treatment – no later than 24 months from the date of the accident. Subsequent change of the degree of permanent health detriment does not give grounds to change the amount of the benefit.
4. In case of loss of or damage to an organ, organ or system whose functions were already impaired before the accident because of illness or permanent health impairment resulting from another event, the degree of permanent health impairment shall be defined as the difference between the degree of permanent health impairment after the accident and the degree of permanent health impairment existing before the accident.
5. Irrespective of the benefits covered by the insurance agreement, ERGO Hestia shall reimburse the Insured for necessary documented expenses incurred for travelling domestically to the doctors indicated by ERGO Hestia who conduct the medical examination, if such examination is ordered by ERGO Hestia. The costs of travel by means of transport other than public transport shall be reimbursed after the means of transport is approved by ERGO Hestia.

§ 39

1. The Insured shall be entitled to a single benefit for permanent loss of capacity to work in the current occupation, even after retraining, caused by deterioration of health due to a personal accident, if it began during the period of insurance coverage and lasted for at least 6 months, and which, in accordance with the ruling of a physician appointed by ERGO Hestia, will persist for at least another 24 months counted from the date of its beginning, and the Insured, in accordance with current medical knowledge, does not promise to regain capacity to work in the current occupation during this period.
2. When assessing the degree and persistence of incapacity for work and the prognosis for regaining the ability to work in the current occupation, the following are taken into account:
 - a) the degree of violation of the body's efficiency and the possibility of restoring the necessary fitness through treatment and rehabilitation,
 - b) the current course of treatment (until the decision is made by the medical examiner appointed by ERGO Hestia),
 - c) assessment of the Insured's ability to perform work in the current occupation.

3. When assessing the degree and duration of incapacity for work and the prognosis of regaining the ability to work in the current occupation, the content of the decision of the pension body regarding the recognition of the Insured as completely incapable of work or incapable of independent existence, if such a decision has been presented by the Insured, is also taken into account.
4. The date of commencement of incapacity for work shall be the date of the accident.

§ 40

1. The daily hospital benefit is paid on the basis of a relevant hospital discharge summary.
2. Daily hospital benefit is paid on completion of hospital treatment.

§ 41

When determining the amount of benefits due to of permanent health detriment, the type of work or other activities performed by the Insured are not taken into account.

§ 42

Treatment costs and rehabilitation costs are reimbursed on the basis of submitted bills.

§ 43

ERGO Hestia shall also reimburse the Insured for the documented costs of additional medical examinations ordered by ERGO Hestia to justify the claims.

Persons authorised to collect a benefit

§ 44

1. Benefit on account of permanent health impairment is paid to the Insured.
2. If the Insured dies prior to the collection of the benefit for permanent health detriment, and their death is not a consequence of the accident, the benefit determined prior to their death is paid to the entitled person.

§ 45

1. The single benefit for permanent loss of ability to perform the present or any work shall be paid to the Insured.
2. If the Insured dies prior to the collection of the benefit for permanent incapacity to perform the present or any work, the benefit determined prior to their death is paid to the entitled person.

§ 46

1. The death benefit is paid to the entitled person designated by name by the Insured.
2. The Insured may at any time change the entitled person.

§ 47

1. A daily benefit due to temporary, full incapacity to work or study is paid to the Insured.
2. If the Insured dies prior to the collection of the benefit, it is paid to the entitled person.

§ 48

1. A daily hospital benefit is paid to the Insured.
2. If the Insured dies prior to the collection of the benefit, it is paid to the entitled person.

§ 49

1. The costs of purchasing medical devices, the costs of professional training for the disabled, the costs of treatment and the costs of rehabilitation are reimbursed to the person who incurred them.
2. If the Insured dies prior to the collection of the benefit, it is paid to the entitled person.

§ 50

The costs of the Insured's funeral shall be reimbursed to the person who incurred them.

§ 51

None of the benefits referred to in Articles 45-51 are due and payable to the entitled person who intentionally caused death of the Insured.

§ 52

If, at the time of death of the Insured, there are no persons entitled by him/her to receive a benefit, the benefit is due to the family member of the deceased in the following order:

- 1) to the spouse – in whole,
- 2) to the children – in equal parts,
- 3) to the parents – in equal parts,
- 4) to other statutory heirs of the deceased – in equal parts

§ 53

If the Insured collected benefit due to permanent health detriment and afterwards died as a consequence of the accident, the benefit due to death is paid only if it is higher than the one already paid, wherein the amount previously paid is deducted.

§ 54

If the Insured died after establishing that permanent health detriment was caused by reasons related to the accident, but did not receive due benefits, the entitled person shall be paid only the death benefit of the Insured.

§ 55

1. The daily benefit for temporary full incapacity to work or study is paid on the basis of medical documentation confirming the period for which the sick leave was issued.
2. ERGO Hestia may refuse to pay the benefit, in full or in part, if it is found that during the period of incapacity for work or study the Insured worked professionally or attended school.

Section II – TRAVEL INSURANCE

Types of insurance

§ 56

The subject of insurance while travelling are:

- 1) medical expenses abroad,
- 2) cost of transport and repatriation,
- 3) rescue costs,
- 4) luggage,
- 5) delayed delivery of luggage,
- 6) delay or cancellation of the means of transport,
- 7) travel interruption costs,
- 8) third-party liability,
- 9) Costs of immediate assistance.

Travel medical expenses insurance

Subject and scope of insurance

§ 57

1. The insurance covers necessary and documented medical costs incurred by the Insured outside the borders of the Republic of Poland and the country of permanent residence in connection with a sudden disease or an accident or the consequence of a chronic disease occurring during a stay outside the borders of the Republic of Poland and the country of permanent residence.
2. Medical expenses in excess of what is necessary to restore the health of the Insured that enables him/her to return or transport him/her to the country of residence are not covered by insurance.
3. Furthermore, the insurance does not cover medical expenses related to:
 - 1) complications occurring after the 32nd week of pregnancy,
 - 2) birth, which occurred after the 32nd week of pregnancy,
 - 3) the procedure of abortion, unless it has been made in order to save the life or health,
 - 4) plastic surgery or cosmetic procedure,
 - 5) purchase of implants and reimbursement of implant costs,
 - 6) treatment carried out by a doctor who is a member of the Insured's family, unless this has been approved by the Emergency Centre,
 - 7) medical expenses of the Insured, if he refuses to return to the country of residence contrary to the decision taken by the physician of the Emergency Centre.
4. If the insurance coverage has not been extended for an additional premium, ERGO Hestia is not liable for any damage resulting from:
 - 1) performing paid physical work,
 - 2) practising of high-risk sports,
 - 3) practising professional sports,

- 4) participation in expeditions,
 - 5) passive participation in acts of terrorism.
5. Moreover, by paying an additional premium, the scope of insurance can also be extended to include:
- a) daily hospital benefit in connection with an accident outside the territory of the Republic of Poland and the country of permanent residence.

The Emergency Centre will organise a hospital stay and pay out a benefit for each day of hospital stay, up to the limit specified in the insurance agreement.

The daily hospital benefit is payable in the event of a 3-day uninterrupted stay of the Insured in a hospital outside the territory of the Republic of Poland and the country of permanent residence as a result of a personal accident covered by insurance and is paid on the basis of medical documentation confirming the stay in the hospital as a result of a personal accident. The daily hospital benefit does not include the stay of the insured in any kind of sanatorium, spa hospitals, rehabilitation centres, nursing homes or hospices.

A daily hospital benefit is due and payable commencing from the first day of hospitalisation, but for the period not longer than 90 days.

- b) extension of insurance coverage by the continuation of treatment in the territory of the Republic of Poland in connection with a sudden illness or an accident.

The Emergency Centre will organise the continuation of treatment in the territory of the Republic of Poland and will pay a benefit on this account. The benefit will be paid on the basis of medical documentation up to the limit specified in the insurance agreement.

§ 58

1. The insurance covers costs incurred for:
 - 1) examinations, outpatient and surgical procedures,
 - 2) travel by a doctor from the nearest medical facility to the accommodation of the Insured, if it is required by the Insured's state of health,
 - 3) staying in a healthcare facility,
 - 4) dental treatment in case of acute inflammation and pain, or when it was necessary as a result of an accident covered by insurance – up to PLN 5,000, subject to the provisions of Section 2,
 - 5) purchase of medicines and dressing materials,
 - 6) repair or purchase of medical devices in connection with a personal accident up to PLN 6,000.
2. The amount referred to in Section 1 (4), shall each time be reduced by the amount of compensation paid until it is exhausted, in which case the part of the insurance agreement that respectively concerns the costs of dental treatment, shall be terminated.

Cost of transport and repatriation insurance

§ 59

The insurance covers necessary and documented costs of transport and repatriation incurred by the Insured outside the Polish territory and the country of permanent residence, provided the existence of ERGO Hestia liability in respect of medical insurance.

§ 60

1. The insurance covers costs incurred for:
 - 1) transport of the Insured from the place of accident to the nearest medical facility,
 - 2) transport of the Insured to another medical facility abroad, in accordance with the written recommendation of the attending physician,

- 3) transport of the Insured to the country, to a health care facility or place of residence, if required by his/her health condition, due to:
 - a) the need to continue hospital treatment immediately after returning to the country,
 - b) medical contraindications to return to the previously planned means of transport,
 - c) the inability to continue the work performed so far, the transport referred to in this section must be carried out in accordance with the written recommendation of the physician cooperating with the Emergency Centre after prior consultation with the attending physician,
 - 4) transport of the Insured to the place from which the trip can be continued,
 - 5) accommodation (including the costs of meals) at the hotel, in case when the transport of the Insured referred to in Point 4) could not take place immediately after the end of treatment, and the incurring of costs was accepted by the Emergency Centre.
2. In case the Insured dies while travelling outside the Polish territory and the country of residence, and the death resulted from an accident or sudden illness covered by insurance, the Emergency Centre shall also bear the costs of cremation or burial of the Insured abroad or transporting the body or the urn of the Insured to the country of residence.

Rescue cost insurance

§ 61

The insurance covers necessary and documented costs incurred for a rescue operation or search party conducted by specialised rescue services in order to save the life or health of the Insured, who has during his/her stay outside the Polish territory and the country of residence suddenly fallen ill or had an accident covered by insurance. ERGO Hestia shall also cover or reimburse the costs referred to in this section if, due to the prevailing weather conditions or safety conditions, it is necessary to commence a rescue or search operation to prevent the Insured from suffering bodily injury or illness.

§ 62

The Emergency Centre will cover or reimburse rescue costs up to the sum insured for the medical expenses specified in the insurance agreement.

Luggage insurance

§ 63

1. The subject of insurance is the luggage of the Insured during a travel.
2. ERGO Hestia shall also not be liable for damage:
 - 1) comprising damage, destruction or loss of an item, related to its use,
 - 2) involving destruction or damage to suitcases, travelling trunks and other luggage containers,
 - 3) arising from burglary, made from the roof rack of a motor vehicle, if even one of the enclosures of the trunk was made of weak material (such as tarpaulin) or when the luggage was not secured by an appropriate lock,
 - 4) to cameras and electrical equipment due to their defects or impact of electrical current during operation, unless the electrical current has caused fire,
 - 5) resulting from normal wear and tear of the insured item, self-ignition, self-breakdown or leakage, and in the case of breakable items or items in glass packaging – breakage or loss of value of the damaged item,

- 6) resulting from nuclear activity or radioactive contamination, laser and maser rays, and magnetic and electromagnetic fields,
- 7) resulting from emission, leakage or substances otherwise getting to the air, water or soil.

§ 64

1. The luggage is insured against damage arising from:
 - 1) occurrence of a fortuitous event,
 - 2) burglary,
 - 3) robbery,
 - 4) accident or catastrophe of a means of communication by land, water or air,
 - 5) sudden illness or accident of the Insured as a result of which he/she suddenly lost the ability to take care of luggage,
 - 6) loss or damage, if the luggage was in the care of a professional carrier, to which it had been entrusted based on an appropriate transportation document,
 - 7) the luggage is covered by insurance against damage caused by rescue operation conducted in connection with the events specified in points 1-6.
2. The insurance covers luggage under direct care of the Insured and luggage that was:
 - 1) entrusted to a professional carrier for transportation, based on proper transportation document,
 - 2) left against receipt in a left luggage office,
 - 3) left in a locked trunk of a motor vehicle or a locked caravan or a cabin of a vessel, provided that it was not visible from the outside,
 - 4) left in a locked room in the place of accommodation of the Insured (except for a tent).

Delayed delivery of luggage insurance

§ 65

1. The subject of the insurance is the cost incurred by the Insured during a trip due to the delayed delivery of luggage by a professional carrier by at least 4 consecutive hours.
2. The scope of the insurance covers the purchase of necessary personal items understood as hygiene utensils, clothing and footwear.

Delay or cancellation of a means of transport insurance

§ 66

1. The subject of the insurance are the costs incurred by the Insured during the trip (including in the territory of the Republic of Poland, provided that the insured is travelling outside the territory of the Republic of Poland and the country of permanent residence), in connection with the cancellation or delay of a means of transport by the professional carrier by at least 4 following hours to the planned travel schedule for which the Insured had a valid ticket. It does not apply to the return trip from a trip within the territory of the Republic of Poland and the country of permanent residence.
2. The scope of insurance for delay of a means of transport covers the purchase of foodstuffs not covered by a professional carrier.
3. The scope of insurance for cancellation of a means of transport covers the costs of accommodation and transfer from the place of cancellation of the means of transport to the hotel, and from the hotel

to the place of cancellation of the means of transport in order to continue the trip, provided that the means of transport has been cancelled and the next one will be provided in at least 24 hours.

Travel interruption costs insurance

§ 67

1. The subject of the insurance relates to the costs of travel interruption and the Insured's early return to the Republic of Poland or the country of permanent residence in the event of:
 - a) sudden illness or accident the consequences of which threaten the life of a relative who requires the presence and constant care of the Insured,
 - b) death of a loved one,
 - c) the occurrence of a random event or burglary causing damage at the Insured's place of residence or in the place where he/she conducts business, requiring legal and administrative actions related thereto.
2. The scope of the insurance covers:
 - a) costs of rebooking the means of transport,
 - b) costs of return transport to the Republic of Poland or country of permanent residence, in case when the return transport costs were included in the trip participation agreement or ticket reservation and the return could not be effected by the previously planned means of transport and only after their arrangement and acceptance by the Emergency Centre.

Travel third-party liability insurance

§ 68

1. The insurance covers the liability of the Insured for property damage or personal injury caused to third parties during the trip.
2. The insurance agreement covers damage resulting from an accident, understood as death, health disorder, health impairment, damage or destruction of property, which occurred during the insurance period, regardless of the time of reporting claims by the injured.

§ 69

1. Insurance coverage does not cover claims for the execution of agreements and the reimbursement of expenses incurred in connection with the execution of agreements.
2. The insurance does not cover third-party liability for any damage:
 - 1) related to conducting the business activity, and also caused by things delivered or produced by the Insured or the work or services performed by the Insured,
 - 2) related to any motor vehicles which persons covered by insurance used under a tenancy, rental, lease or lending agreement or any other similar legal relationship,
 - 3) related to the movement of vehicles or running a farm, in the area covered by the scheme of compulsory insurance,
 - 4) resulting from deficiencies in the performance of professional activities by the Insured,
 - 5) connected with the use of ships as well as of aircraft and watercraft, with the exception of equipment driven by wind or the physical strength of the Insured,
 - 6) affecting the cargo as a result of non-performance or improper performance of a carriage or forwarding agreement,

- 7) for which the Insured is liable as a result of assuming third-party liability under an agreement or as a result of extending one's own third-party liability resulting from the generally applicable provisions of law,
 - 8) sustained by persons close to the Insured or persons employed by him/her, regardless of the legal basis of employment,
 - 9) consisting of the occurrence of pure financial losses, not associated with property damage or personal injury,
 - 10) that may be covered by a third liability insurance agreement concluded with another Insurer for an earlier or later period of insurance,
 - 11) related to monetary values, documents, plans, archive resources, philatelic and numismatic collections or works of art,
 - 12) damage arising from the transmission of infectious diseases, the existence of which the Policyholder was aware or, with due diligence, could have been aware.
3. The insurance does not cover fines, administrative, judicial or any other financial penalties, imposed on the Insured.

Immediate assistance costs insurance

§ 70

1. The insurance shall cover costs related to the provision by ERGO Hestia, through the Emergency Centre, of immediate assistance to the extent specified in these General Terms and Conditions of Insurance.

§ 71

1. The scope of insurance covers the following ERGO Hestia services:
 - 1) in case of sudden illness or accident of the Insured outside the Polish territory and the country of residence, the Emergency Centre:
 - a) at the request of the Insured, notifies the relatives about an incident,
 - b) establishes, through a doctor working on its order, a contact with doctors exercising medical care, and in particular the family doctor of the Insured, and ensures the flow of information between these doctors,
 - c) guarantees medical facility to cover the medical expenses of the Insured, up to the sum insured specified in the agreement,
 - d) organises the transport of the Insured to the country, to health care facilities or place of residence in accordance with the written recommendation of the attending physician,
 - e) organises and covers the costs of the Insured's return to the country after the end of treatment, in case the Insured cannot continue the trip or return to the country by the previously planned means of transport,
 - f) organises and covers the costs of accommodation (including the costs of meals) at the hotel, in case when the transport of the Insured referred to in Point e) could not take place immediately after the end of treatment, and the incurring of costs was accepted by the Emergency Centre,
 - g) organizes and covers the costs of stay of the accompanying person in connection with the sudden illness or accident of the Insured outside the territory of the Republic of Poland and outside the country of permanent residence. The scope of the insurance covers the costs of transport to the Republic of Poland. In the event of an extended stay abroad due to a sudden illness or accident of the Insured, the Emergency Centre will organise and cover the costs of accommodation and meals for the accompanying person,
 - h) organises and covers the costs of stay of the accompanying person in connection with the sudden illness or accident of the Insured outside the territory of the Republic of Poland

and outside the country of permanent residence. The scope of the insurance covers the costs of transport, accommodation and meals of the accompanying person,

- i) in the event of hospitalisation of the Insured for at least 7 days or his/her transportation to the country in connection with a sudden illness or accident sustained outside the Polish territory and the country of residence, organises and covers costs of travel of the person replacing the Insured in the performance of official duties,
- j) at the request of the Insured, organises telephone or personal assistance of an interpreter in a situation where, due to a language barrier, he/she needs help in contact with a doctor or other employee of a medical facility, the police, municipal police, fire brigade or other state administration institution. The Emergency Centre guarantees immediate telephone translation assistance in the following languages: English, German, French, Italian and Spanish. In addition, the Insurer guarantees personal assistance of an interpreter in the following languages: English, German, French, Italian and Spanish within 4 working days of notification,
- k) organises and covers the costs of hiring, accommodation, food and transport of the driver, in case the Insured's state of health, confirmed in writing by the doctor treating abroad, does not allow him/her to drive the motor vehicle in which he/she travelled before.

2) in the event of the Insured's death, the Emergency Centre organises:

- a) cremation,
- b) transport of the corpse or urn to the Insured's country of permanent residence or organise a funeral abroad – regardless of the cause of death, provided that ERGO Hestia is or would be liable for insurance of medical costs during the trip,
- c) one-off psychological assistance to the Insured's family.

3) The Emergency Centre organises and covers the costs of the Insured's earlier return to the country, if it could not take place using the previously planned means of transport in the event of:

- a) the death of a person close to the Insured or his/her sudden illness requiring hospitalisation, if the event took place in the country of residence,
- b) serious material damage, understood as fire, burglary at the Insured's place of residence or at the place of his/her own business activity,
- c) political situation or natural disaster.

2. As part of the costs of providing immediate assistance, the Emergency Centre:

- 1) provides the Insured with assistance in provision of documents required during the trip, involving the provision of the necessary information on actions to be taken in the case when they were they stolen, lost or destroyed outside the Polish territory and the country of residence,
- 2) provides necessary financial assistance to enable the Insured to cover, outside the Polish territory and the country of residence, the payments related to travel of the Insured, in the event of theft, damage or destruction of the means of payment held by him/her,
- 3) provides the Insured with repayable financial assistance for essential legal services, of during his/her stay outside the Polish territory and the country of residence the Insured will come into conflict with local law, consisting of:
 - a) making it possible to post a bail for the Insured's release, appointed by the relevant authorities of the country of stay. Such assistance shall be excluded from the insurance coverage in the event of arrest or detention of the Insured due to drug trafficking or trade in other intoxicants, the Insured's participation in the activities of a political nature and if the deposit is required for security of custom duties or administrative charges,
 - b) covering the costs of legal representation in criminal or criminal-administrative proceedings before judicial authorities or other relevant authorities of the country of residence. This benefit is excluded from the insurance coverage, if the insured event remains in connection with the Insured's work or business activity or is related to owning or driving a motor vehicle by the Insured.

§ 72

The financial assistance referred to in Article 71 Section 2(2) and (3), is provided within the guarantee sums specified in the agreement.

§ 73

1. The Emergency Centre covers the cost of providing immediate assistance, provided that there exists the Insurer's liability for medical expenses and the cost or transport and repatriation.
2. If the Emergency Centre, for reasons beyond its control, cannot provide the Insured with the service covered by the insurance, the Emergency Centre is obliged to reimburse the costs incurred by the Insured, subject to the limits for the indicated benefits.

§ 74

1. The sum insured (guarantee) is the upper limit of liability of ERGO Hestia for all damage covered by insurance resulting from one event (accident), regardless of the total number of events (accidents) during the insurance period, subject to Article 58 section 2 and Article 87 section 5.
2. The sums insured (guaranteed) are specified in the table below:

COVERAGE	SUM INSURED
and upper liability limits (in PLN)	
medical expenses	sum insured is specified in the insurance agreement
continuation of treatment in the territory of the Republic of Poland	sum insured is specified in the insurance agreement
daily hospital benefit	sum insured is specified in the insurance agreement
cost of transport and repatriation	up to the sum insured for the costs of treatment
costs of rescue	up to the sum insured for the costs of treatment
luggage	sum insured is specified in the insurance agreement
delayed delivery of luggage	up to 1,000
delay of the means of transport	up to 1,000
cancellation of the means of transport	up to 2,000
travel interruption costs	up to 5,000
Third-party liability	
damage to property	the guaranteed sum is specified in the insurance agreement
personal injury	the guaranteed sum is specified in the insurance agreement
ASSISTANCE	
guarantee of covering medical expenses	up to the sum insured for the costs of treatment
organisation of the Insured's transport to the country, in accordance with the written recommendation of a doctor	up to the sum insured for the costs of treatment
organisation and costs of the Insured's stay at the hotel, when transport cannot take place immediately after the end of treatment	up to the sum insured for the costs of treatment
organisation and reimbursement of costs of the Insured's return to the country when, after the end of treatment, the Insured cannot return by the planned means of transport	up to the sum insured for the costs of treatment
organisation and covering the cost of travel of the person replacing the Insured in performing official duties	up to 10,000
organisation and coverage of costs of the Insured's early return to the country	up to 5,000
organization and coverage of costs of an accompanying person	up to the sum insured for the costs of treatment * in the case of accommodation costs, the limit is PLN 400 per day, not more than 3 days
organisation and coverage of costs of an accompanying person	up to the sum insured for the costs of treatment * in the case of accommodation costs, the limit is PLN 400 per day, not more than 7 days

COVERAGE	SUM INSURED
organisation and coverage of costs of hiring a driver	up to the sum insured for the costs of treatment * in the case of accommodation costs, the limit is PLN 400 per day, not more than 3 days
personal assistance of an interpreter	up to 2,000
telephone assistance of an interpreter	up to 500
psychological assistance	up to 1.000
financial assistance	up to 5.000
security deposit	up to 5.000
legal representation	up to 12.000

§ 75

For events that require transport of the Insured, ERGO Hestia shall bear the costs of transportation to the amount equivalent of air travel in economy class, unless the transport of the Insured, for medical reasons, requires a different means of transport, and this has been agreed with the Emergency Centre.

Obligations of the Insured

§ 76

1. The Insured is obliged to provide ERGO Hestia with insurance policy or certificate and the documents justifying consideration of the application for compensation or benefits, in particular:
 - 1) medical diagnoses and other documents stating the accident cause and the scope of medical assistance provided, in case of personal injury,
 - 2) original bills for medical assistance or relating to any other costs covered within the insurance coverage, in case of personal injury,
 - 3) calculation of the extent of damage (preparing a detailed description of the damage taking into account the brand, price, date and place of purchase), prepared at the Insured's own expense, in case of damage from luggage insurance,
 - 4) proofs of purchase of lost or damaged items, in the event of damage to these items.
2. The Insured should provide the documents referred to in Section 1 within 14 days from the date of becoming aware of the damage occurrence or the cessation of the circumstances causing the failure to fulfil this obligation.
3. In the event of the Insured's death, the entitled person is obliged to provide ERGO Hestia with the documents necessary to establish the legitimacy of the claim, which shall mean in particular an extract from the death certificate and documents confirming the kinship or affinity of the entitled person with the Insured.

§ 77

1. Notwithstanding the obligations specified in Article 76 and Articles 14-16 in case of insuring medical treatment abroad, the Insured shall be obliged to:
 - 1) release physicians who administered medical treatment to them prior to the accident covered hereunder from the obligation to enjoy a doctor-patient privilege and to give consent to reveal medical case treatment history,
 - 2) release any public and non-public medical facilities as well as the Social Insurance Institution from their obligation to observe confidentiality and to give consent to reveal the medical records,
 - 3) release the National Health Fund from keeping the obligation of medical confidentiality and agree to make available the list of all medical facilities where medical assistance was provided.

§ 78

1. Notwithstanding the obligations specified in Article 76 and Articles 14-16, in case of damage to the luggage, the Insured shall:
 - 1) immediately, but not later than within 12 hours immediately after learning about the event, notify the local police station of any damage which may have occurred as a result of crime and obtain a written confirmation of this fact specifying the lost items, unless reporting the damage was not possible for reasons beyond the control of the Insured,
 - 2) immediately, but not later than within 12 hours from learning about the event, to notify the carrier of any damage to the luggage entrusted to him/her for carriage or while travelling by public transport, in case the luggage was under the direct care of the Insured, and obtain a written confirmation of this fact, unless reporting the damage was not possible for reasons beyond the control of the Insured,
 - 3) immediately, but not later than within 12 hours from learning about the event, notify the administration of any damage at the place of accommodation of the Insured and obtain a written confirmation of this fact, unless the notification of the damage was not possible for reasons beyond the control of the Insured,
 - 4) notify the Emergency Centre without undue delay, but not later than within 24 hours of learning about the event, about the impossibility of reporting the damage to individual institutions (such as police, carrier, administration at the place of accommodation abroad, etc.), unless reporting the damage was impossible for reasons beyond the control of the Insured,
 - 5) provide medical documentation proving the occurrence of a sudden illness or personal accident, in case of a sudden loss of the ability to look after the luggage,
 - 6) prevent the damage from increasing in size,
 - 7) secure the evidence of the damage and the items destroyed or damaged in order to enable their inspection by ERGO Hestia.

§ 79

1. In the event of a delayed delivery of luggage, the Insured is obliged to provide ERGO Hestia with documents issued by the carrier confirming the occurrence and duration of the delayed delivery of luggage.
2. The costs incurred by the Insured in connection with the delayed delivery of luggage shall be reimbursed on the basis of bills for the purchase of personal use items.

§ 80

1. In the event of the delay of a means of transport, the Insured is obliged to provide ERGO Hestia with documents issued by the carrier confirming the occurrence and duration of the delay of a means of transport and a copy of the purchased travel ticket.
2. The costs incurred by the Insured due to the delay of a means of transport shall be reimbursed on the basis of the bills for the purchase of food products, provided that they have not been covered by the carrier.

§ 81

In the event of return or coverage of the travel interruption costs, the Insured is obliged to provide ERGO Hestia with documents confirming the booking of a means of transport or purchase of a travel ticket.

§ 82

In the case of the Insured's failure to meet the duties referred to in Article 78 section 1(5) above, ERGO Hestia may refuse the payment of compensation in full or in relevant part, depending on the extent to which failure to comply with those obligations affected the determination of the cause of an accident, the circumstances of an event or the amount of compensation.

§ 83

1. Notwithstanding the obligations specified in Article 76 and Articles 14-16, if any claim is filed for redress of damage under the third-party liability, the Insured is obliged to refrain from taking any steps aimed to satisfy the injured party, to acknowledge the claim or to enter into a settlement with the injured party until ERGO Hestia gives its written consent.
2. Measures taken by the Insured aimed to satisfy the injured person, and in particular the acknowledgement of their claims or entering into a settlement without the prior written consent of ERGO Hestia are not binding on it.
3. If criminal proceedings were initiated against the person who caused the accident or if the injured party brings an action for compensation, the Insured is obliged to immediately notify ERGO Hestia about it.
4. The Insured is obliged to deliver a court decision to ERGO Hestia within the time limit allowing him/her to take a position with regard to an appeal.
5. The satisfaction or acknowledgement by the Insured of the injured party's claim without the required written consent does not affect the ERGO Hestia's liability.

Loss assessment and compensation

§ 84

A beneficiary under the insurance agreement must substantiate its claim.

§ 85

1. The reimbursement of costs of cremation or funeral of the Insured abroad is limited to the amount being an equivalent of costs of transport of the Insured's corpse or urn to the Republic of Poland or country of permanent residence, as organised by the Emergency Centre.
2. The reimbursement of the costs of transporting the Insured's corpse or urn to the Republic of Poland or the country of permanent residence is limited to the amount equivalent to the costs that ERGO Hestia would incur if it had organised the transport itself.

§ 86

1. For the third-party liability insurance within the limits of the coverage provided, ERGO Hestia assesses the facts and the legal situation, and makes a decision either to accept a claim and pay the indemnity or to defend the Insured against an unjustified claim.
2. ERGO Hestia shall pay the entitled person the due compensation within the scope of the Insured's third-party liability.
3. At any time ERGO Hestia shall have the right to pay indemnity in the amount of the guaranteed sum or a sum sufficient to satisfy the claims arising from the incident, releasing themselves from the further obligation of providing protection and incurring other costs.
4. ERGO Hestia also covers, within the guarantee sum:
 - 1) the fees of experts appointed with ERGO Hestia's written consent to establish the circumstances or the extent of damage,
 - 2) necessary costs of court defence in a dispute conducted at the request of ERGO Hestia or with its written consent. If as a result of an accident giving rise to the Insured's liability covered by insurance, criminal proceedings are initiated against the perpetrator, ERGO Hestia bears the costs of legal defence if it requested appointment of a defence counsel or agreed in writing to cover those costs,
 - 3) the necessary costs of the measures taken by the Insured after the occurrence of an incident in order to prevent the damage or reduce its extent, if such measures were appropriate, even if they proved ineffective.

§ 87

1. For the luggage insurance, the extent of damage to individual groups of property shall be determined on the basis of retail prices of items of the same or similar kind and type on the date of determining the compensation, minus the degree of wear until the date of damage or according to the repair costs. The amount of these costs should be documented by the contractor's bill or by calculation made by the Insured who removed the damage by his/her own means.
2. The damage extent is reduced by the value of any remains which may be allocated for further use, processing or sale.
3. The compensation shall be determined at the amount corresponding to the extent of the damage up to the sum insured, subject to the provisions of Sections 5-6.
4. Reimbursement of the repair cost shall not exceed the actual value of the item.
5. If there are no bills (proofs of purchase) for lost or damaged items from luggage, the upper limit of ERGO Hestia's liability is an amount equal to 20% of the sum insured specified in the insurance agreement. Compensation for lost items, the purchase of which is not confirmed by proofs of purchase, is determined on the basis of a detailed description of losses prepared by the Insured, taking into account the brand, price, date and place of purchase of the lost or damaged items.
6. When determining the extent of the damage, the following factors shall not be taken into account:
 - 1) scientific, collector's, historical or commemorative value,
 - 2) costs incurred for the decontamination of the remains.
7. Within the limits of the sum insured specified in the agreement for individual groups of property, the compensation includes:
 - 1) loss, destruction, partial loss or damage of the property directly following the events covered by insurance, in the amount corresponding to the extent of damage,
 - 2) the costs incurred in using all available measures to reduce the damage covered by insurance and in safeguarding the directly jeopardised property against such damage, if such measures were purposeful, even if they proved ineffective,
 - 3) costs of removal of the remains after the damage up to 5% of the damage.

§ 88

ERGO Hestia reserves the right to verify the documents submitted by the Insured and to consult specialists.

Persons entitled to receive compensation

§ 89

1. In the event of the Insured's death, the person who incurred these costs shall be entitled to reimbursement of medical expenses incurred during the trip.
2. Should there be no entitled person to receive the benefit due, ERGO Hestia reimburses, up to the sum insured, first of all any actual, documented funeral expenses and the costs of transportation of the corpse (if any) from the place of the accident to the burial place to the person who incurred such costs and expenses, unless they are reimbursed under social insurance.
3. If, at the time of death of the Insured, there is no person entitled by the Insured to receive a benefit on account of the Insured's death, the benefit shall be granted to the members of the deceased's family in the following order:
 - 1) spouse,
 - 2) children,
 - 3) parents,
 - 4) other heirs of the deceased.

Section III – SPORTS EQUIPMENT INSURANCE

Subject of insurance

§ 90

1. The subject of insurance is sports equipment used by the Insured in the territory of the Republic of Poland and during the trip.
2. Sports equipment may be covered by insurance, upon payment of an additional insurance premium to the costs of medical treatment during the trip and/or to the consequences of personal accidents.

Scope of Insurance

§ 91

1. The insurance covers sports equipment under direct care of the Insured and sports equipment that was:
 - 1) entrusted to a professional carrier for transportation, based on proper transportation document,
 - 2) left in a room locked with a multi-tumbler lock in the place of accommodation of the Insured,
 - 3) left in the trunk of a motor vehicle secured in a manner that prevents its opening without the use of tools, provided that it was not visible from the outside,
 - 4) transported inside a motor vehicle, on or in external luggage racks, including pick-up boxes, provided that at the time of the damage they were closed in a manner provided for by their design, including damage to external luggage racks.
2. The sports equipment is insured against damage arising from:
 - 1) fortuitous events,
 - 2) burglary,
 - 3) robbery,
 - 4) accident or catastrophe of a means of communication by land, water or air.
3. The sports equipment is also covered by insurance in the event when the Insured suddenly loses the possibility to take care of the sports equipment, as a result of sudden illness or accident of the Insured.
4. For the time of entrusting the sports equipment for transport by a professional carrier on the basis of an appropriate shipping document, the insurance covers damage to the sports equipment regardless of the causes.
5. Furthermore, the sports equipment is covered by insurance against damage caused by rescue operation conducted in connection with the events specified in Sections 2 and 3.
6. In addition, sports equipment is covered by insurance against damage or destruction during its use by the Insured if the damage or destruction occurred in the consequence of a personal accident that occurred in Poland and outside the borders of the Republic of Poland and the country of residence of the Insured and if the event is reported to the Emergency Centre and confirmed by a medical diagnosis in medical documentation.
7. ERGO Hestia shall cover the costs of hiring sports equipment for a period not exceeding 7 days, provided that the Insured was deprived of the use of the insured sports equipment as a result of the events referred to in section 2-6 and as a result of a delay in the delivery of the sports equipment to its destination by at least 24 hours by the carrier to whom the sports equipment was entrusted for transport on the basis of a relevant transport document.

Exclusions of liability

§ 92

ERGO Hestia shall also not be liable for damage:

- 1) to sports equipment that occurred when riding off-piste,
- 2) resulting from the use of sports equipment contrary to its intended use indicated in the equipment manual issued by the manufacturer,
- 3) consisting in the loss of the value of sports equipment or its aesthetic values, which does not prevent the further use of this equipment, issued by the manufacturer,
- 4) to sports equipment rented, borrowed or entrusted to the Insured.

Obligations of the Insured

§ 93

1. The Policyholder shall provide ERGO Hestia with the damage calculation prepared at its own expense.
2. Notwithstanding the obligations set forth in the General Terms and Conditions of Business & Travel Insurance, in the event of damage to the sports equipment, the Insured's obligations include:
 - 1) immediately, not later than within three days, notifying the local police station about any damage that might arise as a result of the offence and obtaining written confirmation of this fact, unless reporting the damage was not possible for reasons beyond the control of the Insured,
 - 2) immediately, but not later than within 3 days from learning about the event, to notify the carrier of any damage to the sports equipment entrusted to him/her for carriage or while travelling by public transport, in case the sports equipment was under the direct care of the Insured, and obtain a written confirmation of this fact, unless reporting the damage was not possible for reasons beyond the control of the Insured,
 - 3) immediately, not later than within three days, notifying the administration or the building's owner of any occurrence of damage in the place of accommodation of the Insured and obtaining written confirmation of this fact, unless reporting the damage was not possible for reasons beyond the control of the Insured,
 - 4) provide medical documentation proving the occurrence of a sudden illness or personal accident, in case of a sudden loss of the ability to look after the sports equipment,
 - 5) secure the evidence of the damage and the items destroyed or damaged in order to enable their inspection by ERGO Hestia,
 - 6) provide medical diagnosis if the damage resulted from the accident for which ERGO Hestia is liable.

Sum of insurance

§ 94

1. The sum insured is determined by the Policyholder.
2. The sum insured constitutes the upper limit of ERGO Hestia's liability for all events during the insurance period.
3. The sum insured is PLN 10,000 or PLN 25,000.
4. Within the above sum insured, the limit associated with costs of renting the sports equipment is 5% of the sum insured.

Method of determining the insurance premium

§ 95

1. The amount of insurance premium is the product of the number of days of travel and the rate specified in the tariff in force on the date of the agreement conclusion.
2. The amount of insurance premium depends on the sum insured for the duration of the trip.
3. In the insurance agreement concluded on the basis of the general terms and conditions of the Business & Travel insurance, extended by insurance of sports equipment, no increases and discounts specified in the general terms and conditions of the Business & Travel insurance apply to sports equipment insurance.

Damage extent assessment

§ 96

1. In the sports equipment insurance, the amount of compensation is determined taking into account the arithmetic average prices in force in the territory of the Republic of Poland as at the date of the damage in the following cases:
 - a) loss of sports equipment – at the cost of purchase or on the basis of retail prices on the date of determining the compensation, less the degree of wear and tear until the date of the damage. The equipment must be made of the same or the most similar type of material, the same or the most similar brand, type and class;
 - b) damage to sports equipment – according to the cost of repair or in the event of the lack of repair, purchase costs, or production of a new element of the same or more similar type, the same or more similar brand, type, class of sports equipment, from the date of determining the compensation less the degree of wear and tear to the day the damage occurred.
2. For the sports equipment insurance if, after the payment of the compensation, the Policyholder retrieved the property lost, he/she is obliged to immediately return the compensation for this property or waive the rights to this property to the benefit of ERGO Hestia.
3. Expenses incurred for the rental of sports equipment, referred to in Article 94 section 7, are reimbursed on the basis of original receipts including at least:
 - 1) first name and surname of the person renting (the Insured),
 - 2) type of equipment,
 - 3) date of renting and returning the equipment,
 - 4) service price.

Final Provisions

§ 97

1. All notices and statements addressed to ERGO Hestia shall be made in writing and delivered against confirmation of receipt or sent by registered post.
2. The parties to the insurance agreement may decide that any notice or statement submitted by ERGO Hestia shall be delivered to the Policyholder by means of electronic mail (email), text message, fax or phone.

§ 98

1. The Policyholder, the Insured, the beneficiary or the person entitled under the insurance agreement, the person who asserts claims under the Polish Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as the entity seeking insurance protection or the insurance guarantee applicant, may lodge complaints regarding services provided by ERGO Hestia or the insurance agent.
2. The rules for lodging complaints for services provided by ERGO Hestia and an exclusive agent of ERGO Hestia, acting solely on behalf of or for the benefit of one Insurer.
 - 1) A complaint may be lodged as follows:
 - a) through the form available at: www.ergohestia.pl;
 - b) by telephone at: 801 107 107 or 58 555 5 555;
 - c) in writing, to the registered address of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) orally or in writing during a visit to an office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
 - 2) Complaints are handled by an organisational entity established for this purpose by the Management Board of ERGO Hestia.
 - 3) The response to the complaint shall be sent within 30 days from the date of its receipt in writing or by means of other durable medium or by e-mail – at the request of the complaining party.
 - 4) In particularly complex cases that prevent the examination of the complaint and reply within the period specified above, the reply shall be sent within 60 days from the receipt. The complaining party shall be informed about the need to extend the period for responding to the complaint within a 30-day period.
 - 5) In unusual cases persons listed in section 1 may address the ERGO Hestia Customer Representative through the form available at: www.ergohestia.pl.
 - 6) A natural person lodging the complaint may apply for consideration of the case to the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints regarding services provided by the so-called multi-agent, i.e. an agent who acts on behalf of or for ERGO Hestia and other Insurers – to the extent not related to the provided insurance coverage.
 - 1) Complaints within the scope unrelated to the insurance coverage shall be filed directly to the agent who has provided insurance distribution services. Complaints are considered directly by this agent. If such a complaint is submitted to ERGO Hestia, ERGO Hestia will immediately forward the complaint to the agent, informing at the same time the complaining party.

§ 99

In matters not regulated herein the provisions of the Insurance Activity Act and of the Polish Civil Code shall apply.

§ 100

1. Insurance agreements are made under Polish law.
2. Any disputes arising from the insurance agreement shall be resolved according to the Polish law and may be brought before the courts of general jurisdiction or before a court competent for:
 - 1) the place of residence or registered office of the Policyholder, the Insured or any beneficiary under the insurance agreement,
 - 2) the place of residence of the Insured's heir or an heir to the beneficiary under the insurance agreement.
3. The Parties may refer the disputes arising out of the insurance agreement to a court of arbitration.

4. Any disputes resulting from the insurance agreement between the Customer, the Insured or a person entitled under the insurance agreement who is a natural person, and ERGO Hestia, may be resolved by way of out-of-court settlement proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, who is the entity authorised to conduct out-of-court proceedings under the provisions of the Act of 5 August 2015 on Examining of Complaints by Financial Market Entities and on Financial Ombudsman.
5. Due to the fact that insurance agreements concluded by ERGO Hestia cannot be used for the settlements of transactions subject to sanctions, prohibitions and international restrictions or restrictions resulting from Polish law (hereinafter: 'Sanctions'), including the Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed as the provider of the insurance coverage and shall not be obliged to pay for any claim or to ensure or provide any benefit in connection with the insurance coverage, insofar as the provision of the insurance coverage, payment or ensuring/provision of other benefit in connection with the insurance coverage could result in violation of any of the aforementioned Sanctions, provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.

Declaration of the Personal Data Controller

§ 101

1. The personal data controller is Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. (hereinafter: ERGO Hestia). The data subject may contact the Data Controller:
 - 1) in writing at the following address: ul. Hestii 1, 81-731 Sopot;
 - 2) by telephone at: 801 107 107 or (58) 555 55 55.
2. The Controller has appointed a Data Protection Officer whom you can contact in all matters regarding the processing of personal data and the use of your rights related to the processing of personal data. The data subject may contact the Data Protection Officer:
 - 1) in writing at the following address: ul. Hestii 1, 81-731 Sopot;
 - 2) via e-mail: iod@ergohestia.pl;
 - 3) through the form in the Personal Data Protection section on the website www.ergohestia.pl.
3. The personal data controller processes personal data for the following purposes:
 - 1) insurance risk assessment in order to present an insurance offer, conclude an insurance agreement or provide insurance coverage – for these purposes and to determine the premium, we will use profiling. Decisions will be made on the basis of data collected in the process of concluding an insurance agreement or providing insurance coverage (in the case of concluding a remote agreement, these decisions shall be made automatically – without human involvement). The decisions will be based on an automatic insurance risk assessment for making the agreement with you. For example, the more damage you have on your insurance history, the higher is the insurance risk, and therefore the higher may be the insurance premium. If the insurance agreement is prolonged for another period, the decision will be made automatically (without human involvement), on the basis of the data collected during conclusion and performance of the original insurance agreement. Provided that a separate consent is granted, the data obtained through the Credit Information Bureau and the National Debt Register may also be included in the risk assessment;
 - 2) performance of an insurance agreement, inter alia, performance of insurance activities related to the liquidation of claims. If a claim is made, profiling is used to determine the liquidation path. The decisions on selecting the liquidation path will be made based on the data collected in the damage reporting process and the damage data stored in the controller's databases. For example, if no damage has been reported under the policy in the last year, it is likely that the damage will be liquidated in a simplified way and, therefore, without the need for an ERGO Hestia representative to inspect the vehicle or the property;
 - 3) reinsurance of risks;

- 4) claims assertion;
 - 5) direct marketing of the controller's own products and services – for direct marketing of own products and services we will use profiling. This means that on the basis of your data we will develop a marketing profile to present offers tailored to your needs;
 - 6) preventing insurance offences – to the extent necessary to prevent abuse and use of ERGO Hestia's activities for criminal purposes;
 - 7) handling complaints and appeals concerning services provided by ERGO Hestia, as well as requests and queries addressed to ERGO Hestia;
 - 8) fulfilling the responsibilities incumbent on the Controller with regard to sanctions under relevant regulations of the United Nations, the European Union, or the United States of America;
 - 9) analytical and statistical purposes.
4. The legal basis for the processing of personal data:
- 1) the processing of personal data is necessary to assess the insurance risk, conclude an insurance agreement or provide insurance cover, perform the insurance agreement or reinsure the risks;
 - 2) a legally justified interest of the personal data controller, such as direct marketing of the controller's own products and services, asserting claims under an insurance agreement, preventing and prosecuting offences committed to the detriment of the insurance company, reducing insurance risk related to providing insurance coverage and concluding an insurance agreement, analytics and statistics;
 - 3) fulfilling the legal obligations of the controller (under national and international law, including European Union law);
 - 4) a legitimate interest of a third party, i.e. the parent company of the MunichRe corporate group (to which the Controller belongs), as the entity directly obliged to apply the sanctions of the United States of America and to ensure that they are complied with by the affiliated entities;
 - 5) consent, if it is freely given.
5. Personal data may be transferred to reinsurance undertakings, entities performing medical activities, other insurance undertakings in the event of granting a separate consent to evaluate and assess the insurance risk and determine the right to insurance claim and its amount, to other entities in case of separate consent for direct marketing of their products and services, to other controllers in case of legitimate interests of such data controllers, and to entities processing personal data on behalf of ERGO Hestia, such as IT service providers, entities processing data for the purpose of debt collection, providing archiving services, conducting liquidation proceedings of insurance claims, to entities organising or performing activities related to risk evaluation and assessment or liquidation proceedings for insurance claims, to insurance agents.
6. ERGO Hestia will submit your personal data to the recipients located in countries outside the European Economic Area if it proves necessary for the performance of the insurance agreement. ERGO Hestia will provide adequate security measures for such data. For more information on how to obtain a copy of these security measures or where they are available, please contact the data controller or the Data Protection Officer.
7. Persons whose personal data are processed by ERGO Hestia have the following rights in relation to the processing:
- 1) the right of access of their personal data;
 - 2) the right to demand rectification, erasure or restriction of the processing of their personal data;
 - 3) the right to object to the processing of personal data – in so far as it is processed for direct marketing purposes, including profiling;
 - 4) the right to data portability, i.e. the right to receive from the controller their personal data in a structured, commonly used and machine-readable format, and the right to transmit those data to another controller;
 - 5) the right to lodge a complaint with the supervisory body dealing with the protection of personal data;

- 6) the right to withdraw consent, without affecting the lawfulness of processing prior to its withdrawal;
- 7) where decisions are taken automatically, the right to receive appropriate explanations as to the grounds on which they are based, to challenge them and to express one's own position or request human intervention in order to re-examine the data and obtain an individual decision.
8. In order to exercise rights set out in section 7, the personal data controller or the Data Protection Officer should be contacted.
9. If the insurance agreement has been concluded or the insurance coverage has been provided, personal data will be stored until the expiry of the limitation period for the claims under the insurance agreement, or until the expiry of the data storage obligation resulting from legal regulations, in particular the obligation to store accounting records relating to the insurance agreement. If no insurance agreement has been concluded or no insurance coverage has been provided, personal data will be stored until the expiry of the limitation period for claims arising from that fact. Whenever a consent is given, personal data will be used for the purposes specified in the consent (e.g., for marketing purposes) until it is withdrawn. The data will be processed for analytical and statistical purposes for a period of 12 years from termination of the insurance agreement.
10. Providing personal data is necessary to evaluate and assess the insurance risk, to conclude the insurance agreement or provide insurance protection, and to perform the insurance agreement. Failure to provide personal data will make it impossible to conclude the insurance agreement or to provide the insurance coverage. Providing personal data for purposes other than those specified above, e.g., for marketing purposes, is voluntary.

§ 102

These General Terms and Conditions of Insurance shall be effective as of 1 August 2021 and they shall apply to the agreements signed as of that date.

Prezes Zarządu



Piotr Maria Śliwicki

Członek Zarządu
ds. Ubezpieczeń



Adam Roman

