



All about Business and Travel Insurance



- Document containing information on an insurance product
- General insurance conditions

Business and Travel Insurance

ERGO
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Document containing information on an insurance product

Enterprise: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Poland

Product: General Terms and Conditions
of Business and Travel Insurance

Complete information is available in the General Terms and Conditions of Business and Travel Insurance of 24.09.2018 (code: PAT/OW071/0809).
The terms used herein have the meaning specified in the GTCI.

What type of insurance is it?

Travel insurance of medical expenses and assistance (group 1 sickness insurance); accident insurance (group 2 accident insurance); private indemnity insurance (group 13 general liability insurance); baggage insurance and sports equipment insurance (group 9 insurance covering other material damage due to, for example, theft); all insurances listed are property insurance of Division II of Annex to the Act of 11 September 2015 on insurance and reinsurance activity.



What is the subject of insurance?

- ✓ The insurance is addressed to persons assigned for a business trip; the Insuring Party's employees on the occasion of their work and to persons engaged in competitive sports.
- ✓ The insurance covers death or the consequences of accidents suffered by the Policyholder;
- ✓ The insurance cover for accidents includes payments of compensation due to death, permanent health impairment, purchase of aids, prostheses and other orthopedic items, dental reconstruction, vocational training of persons with disabilities and assistance in the territory of Poland;
- ✓ The insurance cover for accidents may be extended upon payment of additional premium to include the following: daily allowance due to full, temporary incapacity to work or learn, costs of treatment, rehabilitation and plastic surgery incurred in the territory of Poland, daily hospital allowance and one-off allowance due to permanent incapacity to work, and events related to a heart attack or stroke, competitive sports or an event resulting from a terrorist attack.
- ✓ The sum insured for accidents is determined in the insurance contract.
- ✓ The subject of insurance covers necessary and proven medical costs incurred by the Policyholder outside the territory of Poland and the country of permanent residence on the occasion of its sudden illness or an accident occurring during its stay outside the territory of Poland and a country of permanent residence.
- ✓ The insurance cover for medical expenses during travel will be extended upon payment of additional premium to include physical work, high risk sports, competitive sports, terrorist attacks and chronic illnesses.
- ✓ By taking out travel insurance of medical expenses, the Policyholder is also insured against: the costs of transport and repatriation, rescue costs, property and personal liability, baggage and costs of immediate assistance and ski equipment.
- ✓ The sum insured for medical expenses during travel is determined depending on the variant: PLN 50,000, PLN 150,000, PLN 500,000;
- ✓ The sum insured for costs of transport and repatriation is determined up to the amount of the sum insured for medical expenses depending on the variant;
- ✓ The sum insured for rescue costs is PLN 15,000;
- ✓ The sum insured for baggage is determined depending on the variant: PLN 1,000, PLN 2,000, PLN 5,000;
- ✓ The sum insured for liability insurance is determined depending on the variant: damage to property PLN 50,000, PLN 250,000; personal injury PLN 100,000, PLN 500,000;
- ✓ The sum insured for ski equipment may be PLN 2,500 or PLN 5,000, as per the Insuring Party's choice.



What is not covered by the insurance?

The following are not covered by accident insurance:

- ✗ damage due to mental illness and diseases of the nervous system; damage due to intoxication – blood alcohol concentration above 0.5‰ or the presence of alcohol in the exhaled air above 0.25 mg in 1dm³;
- ✗ food poisoning;
- ✗ damage due to poisoning by alcohol, narcotics, nicotine or any other intoxicants;
- ✗ reimbursement of costs of implants and implantation;
- ✗ self-harm.

The following are not covered by the travel insurance of medical expenses:

- ✗ medical expenses in excess of what is necessary for the Policyholder to recover to the point to be able to return or go home country or to a country of permanent residence;
- ✗ damage caused by the willful misconduct of a person with whom the Policyholder remains in a common household;
- ✗ costs of translating medical documentation;
- ✗ practising extreme sports;
- ✗ plastic surgery or cosmetic procedure;
- ✗ test drives, rallies and car and motor racing;
- ✗ reimbursement of costs of phone calls.

The following are not covered by travel insurance:

- ✗ claims for the execution of contracts and the reimbursement of expenses incurred in connection with the execution of contracts;
- ✗ damage related to business, and caused by items delivered or produced by the Insuring Party or the work or services performed by the Insuring Party;
- ✗ damage related to the movement of vehicles or running a farm, in the area covered by the compulsory insurance scheme;
- ✗ damage resulting from deficiencies in the performance of professional activities by the Insuring Party;
- ✗ sustained by persons close to the Policyholder or persons employed by it, regardless of the legal basis of employment;
- ✗ damage consisting of pure financial losses, not associated with property damage or personal injury;
- ✗ damage to money, documents, plans, archive files, philatelic and numismatic collections or works of art;
- ✗ fines, administrative, judicial or any other financial penalties imposed on the Insuring Party.

The following are not covered by baggage insurance:

- ✗ money, securities, payment cards, official and private documents;
- ✗ damage to baggage involving destruction or damage to suitcases, traveling trunks and other baggage containers;
- ✗ damage consisting in damage, destruction or loss of an item, related to its use.

The following are not covered by ski equipment insurance:

- ✗ damage consisting of the loss of value of the subject of insurance or the loss of its aesthetic values, which does not prevent further use of the ski equipment in accordance with its intended purpose.

		 <p>What are the limits of insurance cover?</p> <p>Accident insurance is limited in the following scope:</p> <ul style="list-style-type: none"> ! damage as a result of crime or attempted crime or suicide; ! death and health impairment caused by inappropriate treatment or improperly executed surgical interventions; the insurance cover is valid if the treatment or surgical interventions have been consequences of an accident covered by the insurance; ! damage as a result of infection, unless the Policyholder was infected by a pathogenic microorganism as a consequence of wounds suffered in an accident covered by the insurance. <p>Travel insurance of medical expenses is limited in the scope of costs resulting from:</p> <ul style="list-style-type: none"> ! destruction, confiscation, nationalization, detention or requisition of property by the customs authorities or other authorities; ! travel by aircraft, excluding flights as a passenger if the flight was carried out in accordance with applicable law; ! complications occurring after the 32nd week of pregnancy; birth, which occurred after the 32nd week of pregnancy; abortion, unless it has been made in order to save life or health; plastic surgery or cosmetic procedure; ! willful damage or gross negligence, unless the compensation payment is consistent with the rules of equity under relevant circumstances; ! damage caused by the willful misconduct of a person with whom the Policyholder remains in a common household. <p>Civil liability insurance is limited in the scope of damage:</p> <ul style="list-style-type: none"> ! pertinent to the use of ships as well as of aircraft and watercraft, with the exception of equipment driven by wind or physical strength of the Policyholder; ! to the cargo as a result of non-performance or improper performance of a carriage or forwarding contract; ! for which the Insuring Party is liable as a result of contractual assumption of civil liability of a third party or as a result of extending one's own civil liability resulting from the applicable law; ! that may be covered by a civil liability insurance contract concluded with another Insurer for an earlier or later period of insurance; ! arising from the transmission of infectious diseases, of which the Insuring Party knew or, with due diligence, could have known; ! to movable property which the Policyholder used under a rental, tenancy, lease contract, lending for use contract or any other similar title. <p>Baggage insurance is limited in the scope of damage:</p> <ul style="list-style-type: none"> ! due to ordinary theft; ! consisting in damage, destruction or loss of valuables which were not under direct care of the Policyholder; ! to baggage located at a tent in which the Policyholder was staying; to baggage that was visible in an automobile or a caravan. <p>Ski equipment insurance is limited in the scope of damage:</p> <ul style="list-style-type: none"> ! to the ski equipment during downhill skiing or snowboarding outside marked downhill routes; ! to the ski equipment when used contrary to its intended purpose.
	<p>Where is the insurance valid?</p> <ul style="list-style-type: none"> ✓ For accident insurance, worldwide. ✓ For Medical Expenses during travel, outside the territory of Poland and outside the country of permanent residence. 	



What are the Policyholder's obligations?

Obligations at the beginning of the contract:

- The Insuring Party shall inform the Insurer of any circumstances known to it and required by the Insurer in the quotation form or before the conclusion of the contract in other documents; if the insurance contract is concluded for the account of another entity, the obligation shall be imposed on the Insuring Party and the Policyholder, unless the Policyholder was not aware of the contract being concluded for it.

Obligations during the insurance contract:

- The Insuring Party shall pay a premium;
- The Insuring Party shall notify of any changes in circumstances as soon as they come to its attention;
- The Policyholder shall employ any means available to it to rescue the subject of insurance and prevent the damage or reduce its extent.

In a case of an event, presentation/submission of a claim, the Policyholder shall:

- mediate after the damage or becoming aware of it notify the Insurer of the damage;
- submit to the Insurer all documentation and bills necessary for consideration of a compensation or allowance claim;
- undertake active cooperation with the Insurer;
- follow the recommendation of the Emergency Centre by providing it with information and necessary authorisations and enable it to take actions necessary to determine the circumstances of the damage, legitimacy and amount of the claim, and provide assistance and explanations to that effect.



How and when should premiums be paid?

The premium or its first installment shall be paid within the time limit specified in the insurance contract in the form of a wire transfer or postal order to the provided bank account or via an intermediary.



When does the insurance cover begin and terminate?

In the case of accident insurance and travel insurance of medical expenses, the insurance cover begins on the date and at the time specified in the contract, provided that the premium or its first installment is paid, and terminates upon the expiry of the insurance period. Failure to pay another installment of premium within the time limit specified in the insurance contract and failure to pay within 7 days from the date of delivery of notice shall result in the Insurer's liability ceasing.

In case of concluding an insurance contract for medical expenses during travel for the account of another entity, that is for a person who remains outside the country's borders, the insurance cover begins on the date and at the time specified in the contract as the onset of the insurance period, but no earlier than 7 days after the date of conclusion of the contract.



How to terminate the contract?

The Insuring Party may, at any time, terminate the insurance contract with immediate effect.

If the insurance contract is concluded for more than 6 months, the Insuring Party may rescind the contract within 30 days from the contract date. The Insuring Party that concluded a distance insurance contract may rescind it within 30 days from the date of becoming aware of the conclusion of the insurance contract or from the date of confirming the information referred in Article 39(1) of the Act of 30 May 2014 on consumer rights, if this is a later date.



General Terms and Conditions of the Business and Travel Insurance

The table indicating which of the provisions in these General Terms and Conditions Insurance Business & Travel 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 contract template (hereinafter: „s”)	
	Rationale of the payment of compensation and other benefits or the surrender value of insurance:	Limits and exclusions of liability of the insurance company, entitling to refuse the payment of compensation and other benefits, or to decrease them:
Common for all insurances:	–	§ 72 (2), § 73 (4), § 74 (2-3).
Consequence of Accidents	§ 4 (1), § 4 (4), §§ 5-14, § 16, § 26 (1), § 27, § 28, § 32.	§ 4 (2, 3, 5), § 20 (3), § 23 (5), § 24, § 25, 26 (2), § 29, § 30, § 82.
Medical Expenses during Travels	§ 33 (1), § 34, 35 (1), § 36 (3-4), § 37, § 38, § 39, § 41, § 43, § 44, § 46, § 47, § 48, § 53 (2), § 54, § 63, § 64 (7).	§ 33 (2-6), § 35 (2), § 36 (1-2), § 40, § 42, § 45, § 49, § 50, § 53, § 59, § 61, § 62 (2), § 63 (3), § 64 (5-6), § 86.
Skiing Equipment Insurance Clause	§ 4, § 5.	§ 6, § 8, § 10.

General Provisions

§ 1

1. Subject to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, hereinafter referred to as the „Insurer”, within the scope of its business, enters into contracts of insurance:
 - 1) against accidents,
 - 2) for costs of treatment abroad,
 - 3) civil liability insurance, with entrepreneurs and organizational units who are non-legal persons, for whom the act grants the legal capacity, hereinafter referred to as „Policyholders”.
2. Only an individual may be the Insured under the insurance contracts concluded on the basis of these General Conditions and Terms of Insurance.
3. An insurance contract may be extended with the additional clauses.

Definitions

§ 2

(within the meaning of these General Terms and Conditions of Insurance:

- 1) **baggage** – is understood as personal items commonly taken on a trip, such as: clothes, shoes, personal hygiene products, bags, books, watches, glasses, tents, etc. that are the property of the Insured or found in his possession,
- 2) **Emergency Centre** – considered as the entity indicated by the Insurer, to which the Policyholder is obliged to report the occurrence of an event covered by insurance,
- 3) **chronic disease** – disease, whose symptoms persist for more than four weeks, and during its course there may be periods of exacerbation, reducing or temporary resolution of symptoms and which has been diagnosed or were being treated prior to the start of the insurance cover,
- 4) **expedition** – an organized trip aimed at realizing oriented tasks of sports or science nature,
- 5) **deductible (own contribution)** – the amount by which the Insurer reduces the total compensation paid out for specific events,
- 6) **medical expenses** – understood as 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,
- 7) **burglary** – achieved or attempted seizure of property from the premises or car trunk after removal of security by force or opening the entry (trunk lid) using tools or forged or fitted key, or the perpetrator entered as a result of breaking into another room or as a result of robbery,
- 8) **country of residence** – a country where the Policyholder obtained a permit to settle or the country where the Policyholder is a citizen and currently covered by social insurance,
- 9) **outpatient treatment** – treatment not associated with a stay in a hospital or other medical facility, lasting continuously for at least 24 hours,
- 10) **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,
- 11) **sudden illness** – a medical condition occurring suddenly, requiring immediate medical assistance, including heart attacks and strokes, unless, prior to the conclusion of the insurance contract the Insured suffered from cardio – vascular disease (including hypertension or coronary artery disease) or diabetes,
- 12) **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,
- 13) **accident** – understood as a sudden event resulting from external cause, as a result of which the Insured – regardless of their will – has suffered an injury, health disorder or died,
- 14) **close person** – understood as a spouse, concubine, cohabitant, parents, in-laws and children,
- 15) **entitled person** – a natural person indicated by the Insured, entitled to receive the due sum insured in the event of the Insured’s death,
- 16) **third parties** – all persons outside of the insurance relationship,

- 17) **securities** – checks, bills, bonds, stocks, bills of lading, letters of credit and other documents replacing cash in circulation,
- 18) **travel** – journey of the Insured outside the Polish territory and the country of residence,
- 19) **fire** – understood as the action of fire which has extended beyond a fireplace or originated without a fireplace and could spread spontaneously,
- 20) **gainful employment** – taking up or pursuing activities by the Insured, for which the Insured receives remuneration,
- 21) **valuables** – portable audiovisual, computer and photographic equipment, mobile phones, binoculars, as well as audio, video and data carriers,
- 22) **entrepreneur** – any natural person, legal person or other organizational unit who is not a legal person, to which the law grants the legal capacity, conducting business or professional activity in their own name,
- 23) **robbery** – considered as 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,
- 24) **elementary risks** – understood as fire, lightning, explosion, aircraft crash, hurricane, flood, water runoff on the slopes, flooding, landslide, ground subsidence, avalanche, falling down of a tree or pole, hail, volcanic eruption and earthquake,
- 25) **high-risk sports** – rafting and other water sports practiced on mountain rivers, diving with the use of breathing apparatus, climbing, parachute and balloon sports, paragliding, martial arts and all kind of defence sports, hunting, horseback riding, skiing, snowboarding, bobsleigh, ski jumping, surfing, windsurfing, water skiing and sports in which vehicles designed for traveling on snow or ice are used,
- 26) **professional sports equipment** – equipment used for practicing competitive sports,
- 27) **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,
- 28) **personal injury** – for the purposes of civil 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,
- 29) **property damage** – for the purposes of civil 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,
- 30) **terrorism** – considered as illegal action organised by individuals or groups for ideological or political reasons, directed against persons or objects in order to bring about chaos, intimidation of the public or disruption of public life by the use of violence or directed against society with the purpose of its intimidation or in order to achieve political or social goals,
- 31) **fall of an aircraft** – understood as a crash or forced landing of a manned aircraft or the fall of any of its parts or trans-ported cargo,
- 32) **monetary values** – domestic and foreign banknotes and coins and articles of gold, silver, precious stones and pearls, as well as platinum and other platinum group metals and gold and silver coins,
- 33) **competitive practicing of sports** – understood as:
 - a) practising any sports discipline within a sports section or club consisting in taking part in trainings and sports tournaments on a regular basis, as well as practising sports for profit,
 - b) taking part in trips or expeditions to places distinguished by their extreme climatic or natural conditions.

§ 3

1. For the purposes of these General Terms and Conditions of Insurance, three 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) **Risk class I covers:**
 - a) persons performing work for the most part in offices, educational, scientific, medical, artistic and cultural institutions, handicraft, as well as clergy and unemployed persons,
 - b) table tennis, bowling, fishing, bodybuilding, billiards, sports bridge, golf, chess, sports modelling;
 - 2) **Risk class II covers:**
 - a) persons performing work in mechanized crafts, commerce, agriculture, forestry, fisheries, construction, industry (except those covered by Class III), transport, shipping, gas engineering, veterinary service, aviation, military, fire services, coaches, referees and sports instructors,
 - b) tennis, badminton, artistic and sports gymnastics, athletics, swimming, rowing, sailing, surfing, windsurfing, water polo, figure skating and speed skating, field hockey, canoeing, archery, shooting, hunting, cycling, power boating, water skiing, fencing,

- 3) **Risk class III covers:**
 - a) employees protecting property and persons, policemen, mountain rescuers, persons working in the energy industry with high voltage equipment, in the mining and quarrying industry underground, bomb squad and other persons working with explosives, divers, test pilots of aircraft, acrobats, stuntmen,
 - b) judo, Far Eastern martial arts, rugby, boxing, bobsleigh, weightlifting, wrestling, skiing, scuba diving, ice hockey, football, volleyball, handball, basketball, American football, baseball, parachute and balloon sports, air sports, sledging, motor sports, horse riding, mountaineering and mountain-climbing.
2. Except as specified above, the class risk is determined according to the types of the employment or sports disciplines listed in section 1(1-3) 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.

Scope and Subject Matter of the Insurance – Consequences of Accidents

§ 4

1. The insurance covers the consequences of any accident suffered by the Insured on the Polish territory and abroad.
2. The scope of the insurance shall not cover any consequences of accidents sustained as a result of:
 - 1) a crime or attempted crime or suicide committed by the Insured,
 - 2) self-inflicted bodily injury,
 - 3) mental illness and diseases of the nervous system,
 - 4) poisoning by alcohol, narcotics, nicotine or any other intoxicant;
 - 5) acts of war, martial law, state of emergency, unrest, riots, civil unrest, strikes, lockouts, sabotage or terrorism, subject to Section. 4 (3),
 - 6) driving by the Insured of a vehicle without the required permission and driving after consuming alcohol, drugs or other intoxicating substances in excess of the permissible standards in force in the country of an accident,
 - 7) related to competitive sports, in terms of practicing sports belonging to class II or III of risks, in accordance with the provisions of § 3, and participating in the travels or expeditions to places with extreme climatic or natural conditions, subject to the provisions of Section 5 (2).
3. Furthermore, the insurance does not cover:
 - 1) accidents caused by the Insured in a state of intoxication - blood alcohol concentration above 0.5‰ or the presence of alcohol in the exhaled air of more than 0.25 mg in 1dm³,
 - 2) accidents resulting from the Insured being under the influence of drugs or other intoxicants,
 - 3) 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,
 - 4) damages to the intervertebral discs and their consequences,
 - 5) food poisoning;
 - 6) death and health impairment caused by inappropriate treatment or improperly executed surgical interventions, though the insurance cover is valid if the treatment or surgical interventions were consequences of accident covered by the insurance.
4. 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 accidents sustained in connection with competitive practicing of sports classified as class II or III risk within the meaning of § 3,
 - 3) consequences of accidents covered by insurance resulting from terrorist attacks.
5. The Insurer is free from liability for damage caused by terrorism, which took place in Afghanistan, Algeria, Chad, Chechnya, Colombia, the Congo, Iraq, Iran, Israel (West Bank and Gaza), Côte d'Ivoire, Nigeria, North Korea, the Philippines, Saudi Arabia, Somalia or Sudan unless otherwise agreed.

Types of Benefits

§ 5

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

§ 6

1. For the Variant I, the Insurer pay the following types of benefits:
 - 1) in the event of death resulting from an accident, if it occurs within 2 years from the occurrence of such accident – 100% of the sum insured specified in the insurance contract;
 - 2) for permanent health detriment:
 - a) in the event of 100% health detriment – the full sum insured specified in the contract; in the case of partial impairment – a percent of the sum insured corresponding to the percent of permanent health impairment,
2. For the Variant II, the Insurer pays the following types of benefits:
 - 1) in the event of death resulting from an accident, if it occurs within 2 years from the occurrence of such accident – 100% of the sum insured specified in the insurance contract;
 - 2) for permanent health detriment, amounting to:
 - a) up to 25% – 1% of the sum insured for each percent of permanent health detriment,
 - b) from 26% to 50% – 1.5% of the sum insured for each per cent of permanent health detriment,
 - c) from 51% to 75% – 2.5% of the sum insured for each per cent of permanent health detriment,
 - d) over 75% – 3.5% of the sum insured for each per cent of permanent health detriment.
3. For the Variant II, the Insurer pays the following types of benefits:
 - 1) in the event of death resulting from an accident, if it occurs within 2 years from its occurrence – 100% of the sum insured,
 - 2) for permanent health detriment 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:

TOTAL LOSS OF SIGHT:

in both eyes	100%
in one eye, along with the loss of an eye	40%
in one eye, without losing an eye	35%

TOTAL LOSS OF HEARING:

in both ears	60%
in one ear	20%
Total loss of auricle	15%
Total loss of speech	100%

TOTAL LOSS OF THE UPPER LIMB IN THE AREA OF:

shoulder	75%
arm	70%
forearm	65%
hand wrist	55%

TOTAL LOSS OF:

thumb	20%
index finger	15%
other toe	5%

TOTAL LOSS OF A LEG IN THE AREA OF:

hip joint	75%
thigh	70%
knee joint	65%
lower thigh	60%
Total loss of a foot	50%

TOTAL LOSS OF:

big toe	5%
other toe	2%

- 3) in case of damage resulting from an accident of the brain or peripheral nerves, causing permanent damage to the health of more than 70% – the percentage of the sum insured corresponding to the percentage of permanent health detriment.

§ 7

1. In addition, the Insurer reimburses the costs of:
 - 1) purchasing aids, prostheses and other orthopaedic devices, provided that they are incurred in a period not longer than two years from the date of the accident – up to 30% of the sum insured, but not more than PLN 5,000,
 - 2) vocational training of disabled persons, provided that such costs are incurred within the period not exceeding 2 years from the date of the accident – up to 30% of the sum insured; but not more than PLN 5,000.
 - 3) dental reconstruction of teeth, provided that they are incurred in a period not longer than two years from the date of the accident – up to 25% of the sum insured, but not more than PLN 2,000, subject to the provisions of Section 3.
2. Regardless of sustained permanent damage to health and the Insurance coverage (full or limited) selected by the Policy- holder, the insurer provides the following benefits:
 - **medical visit** – if the Insured had an accident, which is covered by insurance, the Insurer 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 500 PLN total cost for a single accident.
 - **nurse visit** – if the Insured had an accident, which is covered by insurance, the Insurer 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 accident,
 - **delivery of medicines prescribed by a doctor to the whereabouts** – if the Insured had an accident, which is covered by insurance, and as a consequence, is required to lie down, the Insurer will cover the cost of transportation of medicines – up to PLN 100 of the total cost for a single accident,
 - **transportation from the place of stay of the Insured to a medical facility** – if the Insured had an accident, which is covered by insurance, the Insurer 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 accident within a distance of 50 km,
 - **transportation from a medical facility to the place of stay of the Insured** – if the Insured had an accident, which is covered by insurance, the Insurer 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 a single accident within a distance of 50 km,
 - **domestic help** – if, as a result of an accident, the Insured stayed in a hospital for longer than 7 days, the insurer will cover the costs of domestic help after the hospitalization in the case when the Insured cannot be assisted by a close person - up to PLN 500 for a maximum 7 days in relation to a single accident,
 - **psychological assistance** – if as a result of an accident of the Insured, which is covered by insurance, a doctor indicated by the Insurer recommends assistance of a psychologist, the Insurer will cover the costs of visits up to PLN 300,
 - **childcare** – if in consequence of an accident the Insured stays in hospital for at least 5 days, the Insurer 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 3 days for a single accident. The benefit is provided at the request of the Insured only if there are no close persons who could provide care at the place of residence of the Insured;

- **organizes care for dogs and cats of the Insured** located in his house, and covers the costs of such care. The Insurer organizes and covers the cost of transportation of the above animals on the Polish territory to the person indicated by the Insured, able to care for them, or to the nearest animal shelter - up to PLN 300 of the total costs for a single accident;
 - **at the phone request of the Insured**, the Insurer through the Emergency Centre makes a reservation and provides information about the National Health Service concerning e.g. medical facilities, telephone numbers of doctors of various specialties,
 - **in the case of unexpected hospitalization of the Insured**, at his request the Insurer shall endeavour to inform the family and the workplace of the Insured about the incident, and with his consent the Insurer may keep the family informed about the Insured's state of health.
3. The costs of dental reconstruction of teeth may be reimbursed up to PLN 200 per tooth.
 4. The Insurer does not reimburse the cost of purchase of implants and implantation.
 5. The costs of purchase of prosthetic appliances and special protective and auxiliary devices as well as the costs of vocational training of disabled persons 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.
 6. Regardless of the benefits covered by the insurance contract the Insurer reimburses to the Insured for any necessary, documented expenses incurred for travel in the country to the doctors, Medical Commission indicated by the Insurer, wherein the costs of traveling by other means of transport than public transport shall be reimbursed after the approval of the means of transport by the Insurer.
 7. In case the Insured alone incurred costs of providing immediate assistance, referred to in § 7 (2), the Insurer shall, subject to the provisions of § 19, reimburse them to the equivalent of the amount for which he himself would organize these benefits.
 8. Costs of providing immediate assistance, referred to in § 7 (2) shall be borne by the Insurer within the limits of the sum insured.

§ 8

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 allowance due to temporary, full incapacity for work or study;
- 2) reimbursement of medical expenses;
- 3) a one-off allowance due to a permanent incapacity for work;
- 4) a daily hospital allowance;
- 5) reimbursement of documented costs of rehabilitation at specialized medical facilities;
- 6) plastic surgery.

§ 9

1. A daily allowance due to temporary, full incapacity for work or study in the amount of 0,20% of the sum insured for each day of incapacity to work (study).
2. A daily allowance shall have effect from the 10th day after the accident, and if the inability to work (study) lasted at least 30 days – from the day after the accident, but not longer than 90 days.

§ 10

1. Medical expenses are reimbursed provided that they are incurred within the period not exceeding two years from the date of the accident – up to 20% of the sum insured.
2. Costs of treatment are reimbursed only if they are necessary from a medical point of view and have been incurred on Polish territory.

§ 11

A one-off allowance due to permanent incapacity to work, shall be due and payable if such incapacity occurs within 2 years from the date of the accident – in the amount of 100% of the sum insured specified separately in the contract, in the amount corresponding to the sum insured for the other benefits.

§ 12

1. Daily hospital allowance shall be due and payable, in the case of at least 72 hours of stay of the Insured in the hospital on the Polish territory as a result of an accident covered by insurance – amounting to 0.20% of the sum for each day of stay in the hospital; daily hospital allowance does not cover the Insured's stay in all types of nursing homes, spa hospitals, rehabilitation centres, nursing homes or hospices.

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

§ 13

1. Reimbursement of documented costs of rehabilitation at specialised medical facilities shall be due and payable up to 5% of the sum insured, provided that they are incurred within the period not exceeding two years from the date of the accident.
2. Any costs of rehabilitation are reimbursed only if they are incurred within the Polish territory.

§ 14

1. Reimbursement of plastic surgery costs shall be due and payable up to 15% of the sum insured, but no more than PLN 5,000.
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 contract.

Method of Concluding an Insurance Contract

§ 15

1. An insurance contract is concluded on the basis of an insurance application made in writing.
2. The application should specify at least the following particulars:
 - 1) name and address of the Policyholder,
 - 2) name and surname of the Insured, if the contract is concluded with specification the names, for the account of a third party,
 - 3) number of insured persons if an insurance contract is to be concluded without specifying the particulars of such persons,
 - 4) subject matter and insurance coverage,
 - 5) sum insured.

§ 16

1. An insurance contract may be concluded under a full or limited coverage.
2. The full 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 contract, when traveling 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 traveling to and from the place of work, or while performing other activities specified in the insurance contract.

Method of Determining and Paying the Insurance Premium

§ 17

1. The Insured determines the premium after the risk assessment.
2. The amount of 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 contract and the length of the insurance period.

4. The following should be considered when determining the premium amount:
 - 1) premium increases for:
 - a) concluding the contract for the sum insured exceeding the amount specified in the tariff,
 - b) concluding the contract on behalf of a person over 70 years of age,
 - c) coverage for the consequences of heart attacks and strokes;
 - d) coverage for accidents caused by terrorist attacks,
 - e) insurance coverage for consequences of accidents sustained in connection with competitive practicing of sports classified as class II or II of the risk.
 - 2) premium discounts for:
 - a) the number of people joining the insurance.
5. At the request of the Policyholder, the payment of the premium may be broken down into instalments.

§ 18

If circumstances are revealed which materially change the probability of incident, both parties to the insurance contract may demand a relevant change of the premium amount, as of the day when the circumstances took effect, however not earlier than as of the beginning of the current term of insurance. If such demand is made, the other party may, within 14 days, terminate the agreement with immediate effect.

Sum Insured

§ 19

1. Sums insured are specified in the insurance contract.
2. With the exception of cases specified in § 6 (2) (2), the sum insured constitutes the upper limit of liability of the Insurer.

Procedure In The Case of Accident

§ 20

1. In the event of an 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 ZUS 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 the Insurer or to a clinical observation, if any;
 - 5) actively co-operate with the Insurer in order to determine all circumstances and causes of the damage as well as its extent;
 - 6) enable the Insurer 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 case of death of the Insured, the entitled person is required to provide the Insurer with any documents necessary to establish the legitimacy of the claim, which are understood as, in particular, an extract from the death certificate and documents confirming 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, the Insurer shall 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.

§ 21

1. The Insured is obliged to provide the Insurer, within seven days from the end of the treatment, the documents necessary to examine the claim for benefit payment, 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. The Insurer reserves the right to verify the documents submitted by the Insured and to consult specialists.
3. The Insured is obliged to collect and provide the Insurer with documents referred to in Sections 1 and 2, at his own expense.

Method for Establishing of Benefit Amount

§ 22

A person entitled under the insurance contract is obliged to substantiate their claim.

§ 23

1. The degree of permanent detriment to health is determined by physicians appointed by the Insurer.
2. The causal link and the degree of permanent detriment to health are determined on the basis of any submitted evidence and medical records.
3. The degree of permanent health detriment is established immediately after the completion of treatment, and in 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 allowance.
4. In the cases referred to in § 6 (3)(3) the degree of permanent health detriment is determined, at the earliest, after 12 months from the date of an accident, subject to provisions of Section 3.
5. In case of loss or damage to an organ or system whose functions were already impaired before the accident due to illness or permanent health detriment resulting from another event, the degree of permanent health detriment shall be determined as a difference between the degrees of permanent health detriment before and after the accident.

§ 24

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.

§ 25

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.

§ 26

1. The daily allowance due to temporary full incapacity for work or study is paid on the basis of a relevant physician's certificate.
2. The Insurer 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.

§ 27

The benefit due to permanent incapacity for work is paid on the basis of an opinion issued by a Social Insurance Institution (ZUS) designated physician stating permanent disability to undertake any gainful employment.

§ 28

1. The daily hospital allowance is paid on the basis of a relevant hospital discharge summary.
2. The daily hospital allowance is paid once the hospital treatment is over. The Insurer may, at the Insured's request, decide to pay the whole or part of the benefit earlier.

§ 29

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

§ 30

The costs of medical treatment and costs of rehabilitation are reimbursed on the basis of original bills.

§ 31

Furthermore, the Insurer reimburses to the Insured for documented costs of additional medical examinations ordered by the Insurer to justify the claims.

Insurance Period and Duration of the Insurer's Liability

§ 32

1. The term of insurance is specified in the insurance contract.
2. The term of insurance shall be one year, unless the contract provides for a shorter term (short-term coverage).
3. The Insurer liability starts from the date and time specified in the contract as the beginning of the insurance period.
4. If the Insurer is liable before the premium or the first premium instalment is paid, and the premium is not paid when due, the Insurer may terminate the contract effective immediately and demand payment of the premium for the period during which the coverage was provided. If the contract is not terminated, the contract will expire at the end of the period for which the non-paid premium has fallen.
5. Failure to pay the next premium instalment, in the amount and within the deadline specified by the Insurer, results in the Insurer's liability ceasing provided that after the expiry of the time limit for paying the premium instalment the Insurer calls on the Policyholder to pay the outstanding amount, and the premium instalment is not paid within 7 days from the date of receiving the call for payment.
6. If payment is to be made by bank transfer or postal order, the payment is deemed to have been made on the day when the order for payment to the Insurer's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited on the Policyholder's bank account; otherwise, the payment is deemed to have been made when the Insurer's bank account is credited with the relevant amount.
7. Payment of an amount lower than that specified in the insurance contract is not considered payment of the premium or of a subsequent premium instalment.
8. The liability of the Insurer shall expire upon the expiration of the term of insurance unless the insurance expired before that date.
9. The Insurer may, at any time, terminate the insurance contract with immediate effect.

Medical Expenses During a Travel – Subject of Insurance and the Insurance Coverage

§ 33

1. 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.
2. The insurance does not cover damages resulting from:
 - 1) acts of war, martial law, state of emergency, unrest, riots, civil unrest, strikes, lockouts, sabotage and terrorism, subject to Section 3(4),
 - 2) destruction, confiscation, nationalization, detention or requisition of property by the customs authorities or other authorities,
 - 3) test drives, rallies and car and motor racing,
 - 4) traveling by aircraft, excluding flights as a passenger if the flight was performed in accordance with applicable law,

- 5) poisoning by alcohol, narcotics, nicotine or any other intoxicant;
 - 6) suicide or crime committed or attempted by the Insured,
 - 7) accidents caused by the Insured in a state of intoxication – blood alcohol concentration above 0.5‰ or the presence of alcohol in the exhaled air of more than 0.25 mg in 1dm³, under the influence of drugs or other intoxicants,
 - 8) driving by the Insured of a vehicle without the required permission and driving after consuming alcohol, drugs or other intoxicating substances in excess of the permissible standards in force in the country of an accident,
 - 9) practicing extreme sports.
3. If the insurance coverage has not been extended for an additional premium, the Insurer is not liable for any damage resulting from:
 - 1) the performance of paid physical labour,
 - 2) practising of high-risk sports,
 - 3) participating in competitive sports,
 - 4) acts of terrorism.
 4. The Insurer is free from liability for damage caused by terrorism, which took place in Afghanistan, Algeria, Chad, Chechnya, Colombia, the Congo, Iraq, Iran, Israel (West Bank and Gaza), Côte d'Ivoire, Nigeria, North Korea, the Philippines, Saudi Arabia, Somalia or Sudan unless otherwise agreed.
 5. The Insurer is released from liability if the Insured causes damage intentionally or by gross negligence, unless the payment of indemnity in given circumstances is in line with the equitable principle.
 6. The Insurer is not liable for the damage caused intentionally by a person with whom the Insured lives in the same household.

§ 34

The subject matter of the insurance includes:

- 1) medical expenses,
- 2) cost of transport and repatriation,
- 3) rescue costs,
- 4) civil liability,
- 5) baggage,
- 6) costs of immediate assistance.

Medical Expenses Insurance

§ 35

1. The insurance covers costs incurred for:
 - 1) examinations, outpatient and surgical procedures,
 - 2) a doctor's travel 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 2,000, subject to the provisions of Section 2,
 - 5) purchase of medicines and dressing materials.
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 contract that respectively concerns the costs of dental treatment, shall be terminated.

§ 36

1. Medical expenses in excess of what is necessary to restore the health of the Insured that enables him to return or transport him to the country of residence are not covered by insurance.
2. 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) mental disorders,
 - 5) plastic surgery or cosmetic procedure,
 - 6) repair or purchase of prostheses and of protective and auxiliary measures,
 - 7) treatment carried out by a doctor who is a member of the Insured's family, unless this has been approved by the Emergency Centre,
 - 8) disease, including chronic disease, because of which the Insured was treated or who has been diagnosed within 24 months prior to entering into the insurance contract, subject to Section 3.
3. By paying an additional premium, insurance coverage can be extended by the costs of treatment of chronic diseases referred to in Section 2(8).
4. Extending the insurance coverage specified in Section 3 is possible only in relation to persons who are under 65 years of age.
5. Furthermore, insurance coverage shall not include:
 - 1) 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,
 - 2) medical expenses of the Insured, if the Insured failed to adhere to sanitary regimes in force in the country of residence.

Cost of Transport and Repatriation Insurance

§ 37

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 the Insurer's liability in respect of medical insurance.

§ 38

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 health care facilities or place of residence, if required by his state of health, because of the need to continue the hospital treatment immediately after his return to the country or because of medical contraindications to return by previously scheduled means of transport; transport must take place in accordance with the written recommendation of a doctor working with the Emergency Centre after consultation with the attending physician,
 - 4) transport of the Insured to the place from which the journey 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 traveling outside the Polish territory and the country of residence, and the death resulted from an accident or sudden illness covered by insurance, the Insurer shall also bear the costs of cremation or burial of the Insured abroad or transporting the body of the Insured to the country of residence.

Rescue Cost Insurance

§ 39

The insurance covers necessary and documented costs incurred for a rescue operation or search party conducted by specialized rescue services in order to save the life or health of the Insured, who has during his stay outside the Polish territory and the country of residence suddenly fallen ill or had an accident covered by insurance.

§ 40

The costs of rescue shall be reimbursed, provided that they are not covered by medical expenses insurance, or the insurance of transport and repatriation costs.

Civil Liability Insurance

§ 41

The insurance covers the liability of the Insured for property damage or personal injury caused to third parties (as defined in § 2 (16)) during the travel.

§ 42

1. Insurance coverage does not cover claims for the execution of contracts and the reimbursement of expenses incurred in connection with the execution of contracts.
2. The insurance does not cover civil liability for any damage:
 - 1) 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,
 - 2) related to the movement of vehicles or running a farm, in the area covered by the scheme of compulsory insurance,
 - 3) resulting from deficiencies in the performance of professional activities by the Policyholder,
 - 4) connected with the use of ships as well as of aircrafts and watercrafts, with the exception of with the exception of equipment driven by wind or physical strength of the Insured person,
 - 5) to the cargo as a result of non-performance or improper performance of a carriage or forwarding contract,
 - 6) for which the Policyholder is liable as a result of a contractual assuming of liability of a third party (as defined in § 2 (16)) or the extension of their own civil liability resulting from the applicable provisions of law,
 - 7) sustained by persons close to the Insured or persons employed by him, regardless of the legal basis of employment,
 - 8) consisting of the occurrence of pure financial losses, not associated with property damage or personal injury,
 - 9) that may be covered by a civil liability insurance contract concluded with another Insurer for an earlier or later period of insurance.
 - 10) to monetary values, documents, plans, archive resources, philatelic and numismatic collections or works of art,
 - 11) arising from the transmission of infectious diseases, about the existence of which the Policyholder knew or, with due diligence, could have known,
 - 12) to movable property, which the Policyholder used on the basis of an agreement on letting, lease, leasing, loan or othe
3. The insurance does not cover fines, administrative, judicial or any other financial penalties, imposed on the Policyholder.

Baggage Insurance

§ 43

1. The subject of insurance is the baggage of the Insured during a travel.
2. Subject to provisions of §46, the insurance covers baggage under direct care of the Insured and baggage that was:
 - 1) entrusted to a professional carrier for transportation, based on proper transportation document;
 - 2) left against receipt in a left baggage 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).

§ 44

1. The baggage is insured against damage arising from:
 - 1) occurrence of an elementary risk,
 - 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 suddenly lost the ability to take care of baggage,
 - 6) loss or damage, if the baggage was in the care of a professional carrier, to which it had been entrusted based on an appropriate transportation document.
2. Furthermore, the baggage is covered by insurance against damages resulting from a rescue operation conducted in relation to events specified in Section 1.

§ 45

1. The insurance does not cover:
 - 1) silver, gold, platinum in the form of block or bars,
 - 2) monetary assets;
 - 3) securities, savings books and bills, payment cards of all kinds, and tickets for traveling on public transport,
 - 4) official and private documents,
 - 5) works of art, antiques and collections;
 - 6) valuables, subject to provisions of § 46,
 - 7) furs,
 - 8) computer hardware and software and data stored on carriers of any kind;
 - 9) professional sports equipment,
 - 10) skiing equipment,
 - 11) floating equipment,
 - 12) weapon and hunting trophies,
 - 13) car accessories and fittings of caravans and boats,
 - 14) items in the number indicating their commercial designation,
 - 15) items for business, service or manufacturing activity,
 - 16) resettlement property.
2. Furthermore, the Insurer is not liable for damages:
 - 1) consisting in damage, destruction or loss of an item, related to its use,
 - 2) involving destruction or damage to suitcases, traveling trunks and other baggage containers,

- 3) arising from burglary, made from the roof rack of a motor vehicle, if even one of the walls of the trunk was made of weak material (such as tarpaulin) or when the baggage 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 of an insured item, a spontaneous combustion, a spontaneous deterioration or leakage, and in case of fragile items or item packed in glass - 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.

§ 46

For Variant III, the insurance also covers damages to valuables which consist of the Insured's baggage and which are under the Insured's direct care.

Immediate Assistance Insurance

§ 47

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

§ 48

1. The insurance covers the following benefits of the Insurer:
 - 1) in case of sudden illness or accident of the Insured outside the Polish territory and the country of residence, the Insurer:
 - a) at the request of the Insured, notifies the relatives about an incident,
 - b) establishes, through a doctor working on his 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 contract,
 - d) organizes 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) organizes and covers the costs of the Insured's return to the country after the end of treatment, in case the Insured cannot continue the journey or return to the country by the previously planned means of transport,
 - f) organizes and covers accommodation costs (including the costs of meals) at the hotel, if the transport of the Insured referred to in Point e) could not take place immediately after the end of treatment.
 - 2) in case of death of the Insured, the Insurer organizes, at the request of relatives, the transport of the body to the burial place in the country of residence of the Insured,
 - 3) for Variant III, the Insurer organizes and covers the costs of early return of the Insured to the country, if it could not occur with the use of previously planned means of transport, in case of death of a person close to the Insured or sudden illness requiring hospitalization, if the event occurred on the country of residence,
 - 4) for Variant III, in the event of hospitalization of the Insured for at least 7 days or his transportation to the country in connection with a sudden illness or accident sustained outside the Polish territory and the country of residence, organizes and covers costs of travel of the person replacing the Insured in the performance of official duties.
2. In addition, as part of the cost to provide immediate assistance in Variant II and III, the Insurer:
 - 1) provides the Insured with assistance in provision of documents required during the journey, 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,

- 3) provides the Insured with repayable financial assistance for essential legal services, of during his stay outside the Polish territory and the country of residence the Insured will come into conflict with local law, consisting of:
 - a) granting financial assistance to enable a security deposit for the release of the Insured, determined by the appropriate authorities of the country of residence; this aid is 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 proceedings or in criminal and administrative proceeding before judicial authorities or other relevant authorities of the country of residence; this benefit is excluded from the insurance coverage, when an event covered by insurance is related to the work performed by the Insured or his business activities or is associated with the possession or operation of a motor vehicle by the Insured.

§ 49

1. The financial assistance referred to in § 48 Section 2 (2) and (3), is provided within the guarantee sums specified in the contract.
2. Financial assistance is provided on condition that the Insured submits a written statement in which he undertakes to reimburse the amount provided to him.
3. Deadline for reimbursement of the amount of the financial assistance shall be 30 days from the date of its provision to the Insured.

§ 50

The Insurer covers the cost of providing immediate assistance, provided that there exists the Insurer's liability for medical expenses and the cost of transport and repatriation.

Method of Concluding the Insurance Contract

§ 51

1. Conclusion of the insurance contract shall be confirmed by the policy or the insurance certificate.
2. The Policy should specify at least the following particulars:
 - 1) name and surname of the Policyholder and the Insured, if the contract or certificate is concluded for the account of a third party,
 - 2) insurance period,
 - 3) subject of insurance,
 - 4) amount of premium due.

Method of Determining and Paying the Insurance Premium

§ 52

1. The Insured determines the premium after the risk assessment.
2. 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 contract conclusion.
3. The amount of the premium depends on the amount of the sum insured, medical expenses, the territorial scope of protection, the duration of the trip.
4. 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 physical work,
 - b) extension of insurance coverage for accidents related to practising competitive sports,
 - c) extension of insurance coverage for accidents related to practising high-risk sports,

- d) extension of insurance coverage for the costs of treatment of a chronic disease,
 - e) extension of insurance coverage for damages resulting from terrorist attacks.
- 2) premium discounts for concluding a contract on behalf of children under 18 and schoolchildren and university students under 24,
5. At the request of the Policyholder, the payment of the premium may be broken down into instalments.

Sum Insured (Guarantee Sum)

§ 53

- The sum insured (guarantee sum) is the upper limit of the Insurer's liability for all damages covered by insurance resulting from a single event, regardless of the total number of events during the insurance period, subject to § 35 (2).
- Sums insured are specified in the following table:

INSURANCE COVERAGE		VARIANT I	VARIANT II	VARIANT III
		(BASIC)	(EXTENDED)	(FULL)
		SUM INSURED AND THE UPPER LIMITS OF LIABILITY (IN PLN)		
medical expenses	SI in PLN	50.000	150.000	500.000
costs of transport and repatriation				up to the sum insured KL
rescue costs				up to 15.000
baggage	SI in PLN	1.000	2.000	5.000
CIVIL LIABILITY				
property damage	GS in PLN		50.000	250.000
personal injury	GS in PLN		100.000	500.000
ASSISTANCE				
guarantee of covering medical expenses				up to the amount of the sum insured KL
organization of the Insured's transport to the country, in accordance with the written recommendation of a doctor				
organization 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 KL
organization 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				
organization and covering the cost of travel of the person replacing the Insured in performing official duties				up to 10,000
organization and covering the cost of early return of the Insured to the country				up to 5,000
financial assistance				up to 2,000
security deposit				up to 8,000
legal representation			up to 8,000	up to 12,000

§ 54

For events that require transport of the Insured, the Insurer 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.

Procedure in the Case of Accident

§ 55

1. The Insured is obliged to provide the Insurer 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 the damage, made at their own expense, in case of damage covered by the baggage insurance,
 - 4) original proofs of purchase of valuables in case 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 fulfill this obligation.
3. In case of death of the Insured, the entitled person is required to provide the Insurer with any documents necessary to establish the legitimacy of the claim, which are understood as, in particular, an extract from the death certificate and documents confirming kinship or affinity of the entitled person with the Insured.

§ 56

1. Notwithstanding the obligations specified in § 55 and §§ 73-75 for the insurance of medical expenses, in case of an accident the Insured is obliged:
 - 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 ZUS from their obligation to observe confidentiality and to give consent to reveal the medical records.

§ 57

1. Notwithstanding the obligations specified in § 55 and §§ 73-75, if any claim is filed for redress of damage under the civil 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 the Insurer gives their 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 the Insurer are not binding on him.
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 the Insurer about it.
4. The Insured is obliged to deliver a court decision to the Insurer within the time limit allowing him 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 Insurer's liability.

§ 58

1. Notwithstanding the obligations specified in § 55 and §§ 73-75, in case of damage to the baggage, the obligations of the Insured include:
 - 1) immediately notifying the local police station about any damage that might arise as a result of the offense and obtaining written confirmation of this fact specifying the lost items,
 - 2) immediately notifying the carrier of any damage caused to the baggage entrusted for transport or while traveling by public transport, where the baggage was under the direct care of the Insured, and obtaining written confirmation of this fact,

- 3) immediately notifying the administration of occurrence of damage in the place of accommodation of the Insured and obtaining written confirmation of this fact,
- 4) securing the evidence of the damage and the items destroyed or damaged in order to enable their inspection by the Insurer.

§ 59

In the event of the Insured's failure to meet the obligations specified in §§ 55-58, the Insurer shall 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.

Establishing the Amount of Compensation or Benefit

§ 60

A person entitled under the insurance contract is obliged to substantiate their claim.

§ 61

1. Reimbursement of costs of cremation or funeral the Insured abroad is limited to an amount equivalent to the transport of the body to the country of residence, organized by the Insurer.
2. Reimbursement of the cost of transporting the body to the Insured's country of residence is limited to an amount equivalent to the costs that the Insurer would incur in the event that he organized the transport himself.

§ 62

1. For the civil liability insurance of individuals in private life, within the limits of the coverage provided, the Insurer 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. At any time the Insurer 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.

§ 63

1. For the civil liability insurance of individuals in private life, the Insurer pays the compensation due to the entitled person, within the limits of the Insured's civil liability.
2. The Insurer shall also cover:
 - 1) the costs of remuneration of experts appointed in consultation with the Insurer to establish the circumstances or the extent of the damage,
 - 2) the necessary costs of legal defence in a litigation pursued at the request or with the consent of the Insurer; if as a result of the incident giving rise to the Insured's liability covered by insurance, criminal proceedings are initiated against the perpetrator, the Insurer bears the costs of legal defence if the Insurer requested appointment of a defence counsel or agreed 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.
3. The costs referred to in Section 2 shall be covered within the limits of the guarantee sum.

§ 64

1. For the baggage 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 own means.
2. The extent of damage is reduced by the amount of any residues that may be further used, processed or sold.
3. The compensation shall be determined at the amount corresponding to the extent of the damage up to the sum insured, subject to provisions of Sections 5-6.
4. Reimbursement of the repair cost shall not exceed the actual value of the item.

5. The Insurer deducts the deductible (own contribution) in the amount of PLN 100 from the compensation due to the Insured.
6. When determining the damage the following factors are not to be taken into account:
 - 1) scientific, collector's, historic or commemorative value,
 - 2) costs incurred for the decontamination of debris.
7. Within the limits of the sum insured specified in the contract 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 salvage within 5% of the extent of the damage.

§ 65

The Insurer reserves the right to verify the documents submitted by the Insured and to consult specialists.

Insurance Period and Duration of the Insurer's Liability

§ 66

The insurance period is specified in the insurance contract.

§ 67

1. The Insurer's liability commences on the date and time indicated in the contract as the commencement of the insurance period, provided that the premium or the first premium instalment is paid within the time limit specified in the insurance contract, subject to Sections 2 and 3.
2. If the Insurer is liable before the premium or the first premium instalment is paid, and the premium is not paid when due, the Insurer terminates the contract effective immediately and demands payment of the premium for the period during which the coverage was provided. In the case of lack of termination, the contract will expire at the end of the period for which the non-paid premium has fallen, subject to § 68.
3. Failure to pay the next premium instalment, in the amount and within the deadline specified by the Insurer, results in the Insurer's liability ceasing provided that after the expiry of the time limit for paying the premium instalment the Insurer calls on the Policyholder to pay the outstanding amount, with the sanction that failure to pay within seven days from receiving the call for payment will result in the cessation of liability, subject to § 68.

§ 68

1. If payment is to be made by bank transfer or postal order, the payment is deemed to have been made on the day when the order for payment to the Insurer's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited on the Policyholder's bank account; otherwise, the payment is deemed to have been made when the Insurer's bank account is credited with the relevant amount.
2. Payment of an amount lower than that specified in the insurance contract is not considered payment of the premium or of a subsequent premium instalment.
3. The liability of the Insurer shall expire upon the expiration of the insurance period unless the insurance expired before that date.
4. In case of concluding insurance contract on third party's behalf, i.e. on account of the person who is outside the country's borders, the liability of the Insurer starts from the date and time specified in the contract as the beginning of the insurance period, but no earlier than 7 days after the date of conclusion of the contract, unless agreed otherwise.
5. Prolongation of the Insurer's liability can only take place before the end of the insurance period specified in the insurance contract, unless agreed otherwise.

Subrogation

§ 69

1. On the date of compensation payment, the Insurer 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 the Insurer 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. Should the Insured waive their rights in respect of third parties in connection with damage without the Insurer's consent, the Insurer may refuse to pay the compensation in full or in part, and if the compensation has been partially paid it shall be reimbursed in full or in part.

Common Provisions – Form of the Insurance Contract

§ 70

1. An insurance contract may be concluded only on a group basis.
2. An insurance contract may specify the insured persons' names or it may be concluded without specifying the names of such persons.
3. In the insurance contracts, the same insurance coverage, types of benefits and sums insured apply to all persons.
4. An insurance contract which does not specify the names of the insured persons may be concluded only in relation to group insurance where 100% of the persons belonging to the group specified in the contract are insured unless agreed otherwise.

Concluding the Contract on a Third Party's Account

§ 71

1. The Policyholder concludes the insurance contract on third party's account (on the account of the Insured).
2. The Insurer may raise a claim for payment of the premium only against the Policyholder. A defence affecting the Insurer's liability may also be raised against the Insured.
3. Unless otherwise agreed, the Insured is entitled to claim the due benefit directly from the Insurer. However, such an arrangement may not be made if the incident has already occurred.
4. In case of concluding the contract on a third party's account, the Policyholder undertakes to provide General Terms and Conditions of the Insurance to the Insured. If the Insured gives consent to the Policyholder to finance the premium cost, then the Policyholder provides the Insured with the General Terms and Conditions of Insurance before giving this consent by the Insured. The Insured is obliged to confirm in writing the receipt of the General Terms and Conditions of Insurance. The Policyholder is required to provide the Insurer with a document with such a confirmation.

Obligations of the Policyholder and the Insured

§ 72

1. The Insured is obliged, within 3 days from the date of damage occurrence or obtaining knowledge of the damage, notify the Insurer about the incident, by calling: 0 801 107 107 or 0 (58) 555 6 555 or 0 (58) 555 5 555.
2. In the event of a breach, by willful misconduct or gross negligence, of the obligation set out in the preceding section, the Insurer may reduce the compensation if the breach contributed to increase of the damage or prevented the Insurer to establish the circumstances and consequences of an incident.
3. Failure to notify the Insurer of the incident shall entail no consequences if by the notification deadline the Insurer has been notified of the circumstances which should have been disclosed to them.

§ 73

1. The Policyholder shall notify the Insurer of all the circumstances they are aware of, about which the Insurer asked in the offer form or before the conclusion of the contract in other letters. If the Policyholder enters into a contract through a representative, this obligation applies also to the representative and covers circumstances known to the representative. If the Insurer concludes the insurance contract even though the Insurer has not received an answer to particular questions, then any circumstances passed over shall be regarded as immaterial.
2. During the term of the insurance contract, the Policyholder shall promptly notify the Insurer of any changes in the circumstances that may increase the probability of an accident, about which the Insurer asked in the insurance application or in other letters prior to the contract conclusion.
3. If the insurance contract is concluded for the account of a third party, the obligations defined in Sections 1 and 2 shall apply both to the Policyholder and the Insured, unless the Insured was not aware that the insurance contract was signed for their account.
4. The Insurer shall not be liable for the consequences of circumstances of which they have 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 contract and its consequences are the result of circumstances as referred to in the previous sentence.

§ 74

1. If an incident happens, the Insured must use any means available to them to rescue the subject of insurance and to prevent the damage or reduce its size.
2. If the Insured intentionally or through gross negligence failed to comply with the measures referred to in Section 1, the Insurer is free from liability for damages caused because of this.
3. The Insurer is obliged, up to the sum insured, to reimburse the costs of using the measures referred to in Section 1, if the measures were purposeful, even if they proved ineffective.

§ 75

Furthermore, the Insured is obliged to:

- 1) actively co-operate with the Insurer in order to determine all circumstances and causes of the damage as well as its extent,
- 2) follow the Emergency Centre's or the Insurer's recommendations by providing them with information and the necessary authorisations,
- 3) enable the Emergency Centre or the Insurer 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.

Persons Authorised to Collect a Benefit

§ 76

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.

§ 77

1. A one-off allowance due to a permanent incapacity for work is paid to the Insured.
2. If the Insured dies prior to the collection of the benefit for permanent incapacity to work, the benefit determined prior to their death is paid to the entitled person.

§ 78

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.

§ 79

1. A daily allowance 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.

§ 80

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

§ 81

1. The costs of purchase of prosthetic appliances and special protective and auxiliary devices as well as the costs of any vocational training of disabled persons are reimbursed to the person who incurred any such costs and expenses.
2. If the Insured dies prior to the collection of the benefit, it is paid to the entitled person.

§ 82

None of the benefits referred to in §§ 76-81 are due and payable to the entitled person who intentionally caused death of the Insured.

§ 83

1. If, at the time of death of the Insured, there are no persons entitled by him 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 their children – in equal portions,
 - 3) to their parents – in equal portions,
 - 4) to other statutory heirs of the deceased – in equal parts.
2. Should there be no entitled person to receive the benefit due, the Insurer 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.

Payment of Compensation or Benefit

§ 84

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 at the date of determining the compensation.

§ 85

1. The Insurer pays benefits on the basis of acknowledging the claim as a result of findings made in proceedings concerning the determination of the facts related to the damage occurrence, the validity of claims and the amount of benefit.
2. The Insurer pays compensation or benefit within 30 days following the receipt of notification of the incident.
3. If, within the time limit specified in Section 2, explanation of the circumstances necessary to establish the Insurer'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 circumstances was possible; however, an indisputable part of the compensation or benefit shall be paid by the Insurer within the time limit specified in Section 2.
4. If the circumstances of the incident indicate that it is not possible to determine the Insurer's liability without clarifying the Insured's fault, the Insurer may decide on the liability for the incident based on the outcome of the preparatory proceedings or a final court decision.

§ 86

For the baggage insurance if, after the payment of the compensation, the Insured retrieved the property lost, he is obliged to immediately return the compensation for this property or waive the rights to this property to the benefit of the Insurer.

§ 87

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

Expiration Of Insurance

§ 88

If the insurance contract is concluded for a term longer than six months, the Policyholder shall have the right to rescind the insurance contract within 30 days or if the Policyholder is a company – within the 7 days following the signing thereof. If the insurer has not informed the Policyholder being a consumer about the right to rescind the agreement at the latest upon the conclusion of the agreement, the time limit of 30 days shall be counted from the day when the Policyholder being a consumer learns about the right. Rescinding an insurance contract shall not release the Policyholder from their obligation to pay the premium for the period in which Insurer provided coverage.

§ 89

1. If the contract expires due to reasons specified in § 88, 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.

Final Provisions

§ 90

1. All notices and statements addressed to the Insurer should be made in writing and delivered against receipt or sent by registered mail.
2. If the Policyholder has changed their registered office or place of residence and fails to notify the Insurer, the Insurer's letter addressed to the last known registered office or place of residence of the Policyholder has legal effect from the moment in which it would be delivered, if the Policyholder has not changed registered office or place of residence.
3. The parties to the insurance contract may decide that any notice or statement submitted by the Insurer shall be delivered to the Policyholder by means of electronic mail (email), text message (SMS), fax or phone.

§ 91

1. The Insured, the Policyholder or a person entitled under the insurance contract may submit concerns regarding the services provided by ERGO Hestia (a complaint):
 - 1) using the form available at: **www.ergohestia.pl**;
 - 2) by phone: **801 107 107** or **58 555 5 555**;
 - 3) by letter, to the address of the registered office of **Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, Hestia Street 1, 81-731 Sopot**;
 - 4) orally or in writing during a visit to the unit of **Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA**.
2. Any complaints are handled by an organizational entity established for this purpose by the Management Board of ERGO Hestia.
3. A reply to a complaint shall be sent within 30 days from the date of its receipt in writing or by means of another durable medium or by e-mail – at the request of the declarant.
4. In particularly complex cases, preventing the consideration of a complaint and replying within the period specified above, the reply will be sent within 60 days from the receipt.
5. In unusual matters, persons referred to in Section 1 may turn to the Client Representative of ERGO Hestia through the form available at: **www.ergohestia.pl**.
6. Persons referred to in Section 1, who are natural persons, may apply for consideration of the case to the Financial Representative.

§ 92

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

§ 93

1. Insurance contracts are concluded under Polish law.
2. Any disputes arising under the insurance contract shall be resolved according to 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 person entitled under the insurance contract,
 - 2) the place of residence of the Insured's heir or an heir entitled under the insurance contract,
3. The Parties may refer the disputes arising out of the insurance contract to a court of arbitration.

§ 94

These General Terms and Conditions of Insurance shall be effective as of 24.09.2018 and they shall apply to the contracts signed as of that date.

President of the Board



Piotr Maria Śliwicki

Member of the Board



Adam Roman



Skiing Equipment Insurance

§ 1

1. Under this clause, the insurance contract concluded on the basis of the General Terms and Conditions of the Business&Travel Insurance shall be extended with the skiing equipment insurance.
2. Skiing equipment can be covered by insurance upon payment of additional premium.
3. For matters not regulated by this clause, the provisions of the General Terms and Conditions shall apply.

Definitions

§ 2

The terms used in this clause and not defined in the General Terms and Conditions of Insurance have meanings specified in the definitions given below in § 3.

§ 3

1. **Skiing equipment** – is understood as cross-country skis and downhill skis, snowboard, bindings, poles, ski boots, helmet and goggles, skiing clothing owned by the Insured.
2. Skiing clothes – understood as jackets, pants, suits and gloves produced for the purpose of skiing and snowboarding.
3. **Direct care** – considered as the control of the skiing equipment which allows for immediate action of the Insured in order to prevent damage, and in case of damage consisting of the seizure of property by a third party, makes it impossible without the use of physical violence or threat of its immediate use against the Insured.
4. **Multi-tumbler lock** – a lock to which the key has a shoulder with more than one groove perpendicular to the shaft.

Subject of Insurance

§ 4

The subject of insurance is the skiing equipment during a travel.

Insurance Coverage

§ 5

1. The insurance covers skiing equipment under direct care of the Insured and skiing 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.

2. The skiing equipment is insured against damage arising from:
 - 1) occurrence of an elementary risk,
 - 2) burglary,
 - 3) robbery,
 - 4) accident or catastrophe of a means of communication by land, water or air.
3. The skiing equipment is also covered by insurance in the event when the Insured suddenly loses the possibility to take care of the skiing equipment, as a result of sudden illness or an accident of the Insured.
4. For the time of entrusting the skiing equipment for transport by a professional carrier on the basis of an appropriate shipping document, the insurance covers damages to the skiing equipment regardless of their causes.
5. Furthermore, the skiing equipment is covered by insurance against damages caused by rescue operation conducted in connection with the events specified in Sections 2 and 3.
6. In addition, the skiing equipment is covered by insurance against destruction or damage during its use by the Insured, if the damage or destruction was a result of an accident that occurred outside the Polish territory and the country of residence of the Insured, and if the Insurer is obliged to pay a benefit for an accident resulting from the same event.
7. The Insurer covers the costs of renting the skiing equipment, provided that the Insured was deprived of the possibility to use the insured skiing equipment as a result of events specified in Section 2-6 and as a result of at least 24-hour delay in delivering the skiing equipment to its destination by a professional carrier, to which the skiing equipment was entrusted for transport on the basis of an appropriate shipping document.

Exclusions of Liability

§ 6

The Insurer is not liable for damages:

- 1) caused to the skiing equipment during downhill skiing or snowboarding outside marked downhill routes,
- 2) caused to the skiing equipment when used not according to its intended purpose,
- 3) consisting of the loss of value of the subject of insurance or of its aesthetic values, which do not prevent the possibility of further use of the skiing equipment in accordance with its intended purpose.

Obligations of the Insured

§ 7

1. The Policyholder shall provide the Insurer 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 skiing 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 offense and obtaining written confirmation of this fact,
 - 2) immediately, not later than within three days, notifying the carrier of any damage caused to the skiing equipment entrusted for transport or sustained while traveling by public transport, where the skiing equipment was under the direct care of the Insured, and obtaining written confirmation of this fact,
 - 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,
 - 4) securing the evidence of the damage and the items destroyed or damaged in order to enable their inspection by the Insurer,
 - 5) provide medical diagnosis if the damage resulted from the accident for which the Insurer is liable.

Sum Insured

§ 8

1. The sum insured is determined by the Policyholder.
2. The sum insured constitutes the upper limit of the Insurer's liability for all events during the insurance period.
3. The sum insured shall be PLN 2,500 or PLN 5,000.
4. Within the above sum insured, the limit associated with costs of renting the skiing equipment is 10% of the sum insured.

Method of Determining the Insurance Premium

§ 9

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 contract conclusion.
2. The amount of insurance premium depends on the sum insured for the duration of the journey.
3. In the insurance contract concluded on the basis of the General Terms and Conditions of Business&Travel Insurance, extended to include the insurance of skiing equipment, no increases or discounts, specified in the General Terms and Conditions of Business&Travel Insurance, are applied in relation to the insurance of skiing equipment.

Damage Extent Assessment

§ 10

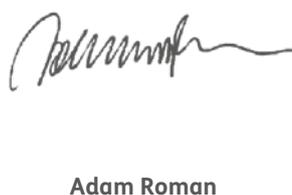
1. For the skiing equipment insurance, the extent of damage shall be determined on the basis of retail prices of items of the same or similar kind and type, on the date of determining the compensation or according to the repair costs; the amount of these costs should be documented by the contractor's bill.
2. The compensation shall be determined at the amount corresponding to the extent of the damage up to the sum insured.
3. Reimbursement of the repair cost shall not exceed the replacement value of the item.
4. For the skiing equipment insurance if, after the payment of the compensation, the Policyholder retrieved the property lost, he is obliged to immediately return the compensation for this property or waive the rights to this property to the benefit of the Insurer.
5. Expenses incurred for the rental of ski equipment, referred to in § 5(7), are reimbursed on the basis of original receipts including at least:
 - 1) name and surname of the person renting (the Insured),
 - 2) type of equipment,
 - 3) date of renting and returning the equipment,
 - 4) service price.

President of the Board



Piotr Maria Śliwicki

Member of the Board



Adam Roman

Declaration of the Data Controller

1. The Data Controller is Sopotkie Towarzystwo Ubezpieczeń ERGO Hestia S.A. The data subject may contact the Data Controller:
 - 1) in writing at the following address: **Hestia Street 1, 81-731 Sopot;**
 - 2) by phone: **801 107 107** or **(58) 555 55 55.**
2. The Data 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: **Hestia Street 1, 81-731 Sopot;**
 - 2) via e-mail address: **iod@ergohestia.pl;**
 - 3) via the form in the Personal Data Protection section on the website **www.ergohestia.pl.**
3. The Data Controller processes personal data to assess insurance risk, submit an insurance contract quotation, and in the case of insurance contract conclusion, for the purpose of its execution, reinsurance and co-insurance of risks, consideration of complaints, direct marketing of Data Controller's own products and services, Data Controller's legitimate interest and pursuit of claims under the concluded insurance contract.
4. In order to determine the amount of the insurance premium, profiling is applied:
 - 1) decisions related to profiling will be made on the basis of data collected in the process of conclusion of the insurance contract, and for motor vehicle insurance, also on the basis of the information obtained through the Insurance Guarantee Fund;
 - 2) for the conclusion of a distance contract, decisions will be made automatically (without human intervention) on the basis of the data collected in the process of conclusion of the insurance contract and the information obtained through the Insurance Guarantee Fund;
 - 3) for the renewal of the insurance contract, decisions will be made automatically on the basis of the data collected during the conclusion and performance of the previous insurance contract. For example, the more damage occurred in the insurance history, the greater the insurance risk and the higher the insurance premium;
 - 4) provided that a separate consent is given, the data obtained through the Credit Information Bureau and the National Debt Register may be taken into account in the insurance risk assessment. In the case of direct marketing of the Data Controller's own products and services, profiling will be used to develop a marketing profile and tailor an individual offer.
5. The legal basis for the processing of personal data:
 - 1) for the purposes of insurance risk assessment, conclusion and performance of the insurance contract, reinsurance and co-insurance of risks is the necessity to conclude and perform the insurance contract;
 - 2) for the purpose of direct marketing of the Data Controller's own products and services and pursuit of claims under the concluded insurance contract is the Data Controller's legitimate interest;
 - 3) for the purpose of reviewing complaints and counteracting insurance offences is the legal obligation to which the controller is subject;
 - 4) if a separate consent is given, for purposes other than those specified above, it will be the legal basis for the processing.
6. Personal data may be transferred to: the entities processing personal data (processors) on behalf of ERGO Hestia, reinsurance companies, other insurance companies for the purposes of co-insurance and other data controllers, if they have a legitimate interest. Other entities processing personal data (processors) on behalf of ERGO Hestia include in particular: IT services providers, entities processing data for debt recovery, entities providing archiving services, entities providing Assistance services, entities carrying out liquidation proceedings or participating in them and insurance intermediaries. If a separate consent is given, personal data may be transferred to other insurance companies for direct marketing of their products and services.
7. ERGO Hestia will provide personal data to recipients located in countries outside the European Economic Area, if this proves necessary to perform the concluded insurance contract. ERGO Hestia will provide adequate data protection. The data subject may request a copy of the transferred data and a specification of the place where the data is made available. In this matter contact the Data Controller or the Data Protection Officer.

8. The persons whose personal data is processed by ERGO Hestia have the following rights in relation to the processing:
 - 1) the right of access to 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 Data 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 a supervisory authority responsible for the protection of personal data;
 - 6) the right to withdraw consent, without affecting the lawfulness of processing prior to its withdrawal;
 - 7) in the case of automated decision-making, the right to challenge it and express their point of view or demand human intervention to re-analyse the data and obtain an individual decision.
9. In order to exercise the rights set out in clause 8, contact the Data Controller or the Data Protection Inspector.
10. If the insurance contract has been concluded, personal data will be stored until the claims arising under this contract become time-barred or until the expiration of the legal obligation to store data, in particular the obligation to keep the accounting documents regarding the insurance contract. If the insurance contract has not been concluded, but a separate consent has been given, personal data will be used for the purpose of marketing the Data Controller's own products and services until the consent to data processing for this purpose is withdrawn.
11. Providing personal data is necessary to assess the insurance risk and to conclude and perform the insurance contract. If personal data is not provided, an insurance contract cannot be concluded. If a separate consent for the processing of personal data for marketing purposes is given, the provision of data is voluntary.