



Everything about Motor Hull Insurance



- Insurance product information sheet
- General Terms and Conditions of Insurance

Motor Hull Insurance

Insurance product information sheet



Company: Sopockie Towarzystwo Ubezpieczeń
ERGO Hestia Spółka Akcyjna, Polska

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

For full information please refer to the **General Terms and Conditions of Motor Vehicle Insurance against Loss, Destruction or Damage (Motor Hull Insurance) for Corporate Customers** dated 1 October 2018 (ref. code: A-AC-01/18). The terms used in this document shall have the meanings set out in the General Terms and Conditions of Insurance.

What kind of insurance is it?

Insurance of motor vehicles and their equipment against fortuitous events (non-life insurance, group 3 in section II of the Annex to the Act of 11 September 2015 on insurance and reinsurance activities).

 <p>What is the subject of the insurance?</p> <ul style="list-style-type: none"> ✓ The insurance is addressed to owners of motor vehicles. ✓ The insurance of motor vehicles together with their basic equipment shall cover the risk of damage, loss or total destruction of the subject of insurance as a direct consequence of fortuitous events; the coverage shall also extend to the costs of performing technical inspections after a loss event that falls within the scope of insurance, providing the obligation to perform such inspections as imposed by the provisions of law; immediate consequences of destruction, damage to or theft of vehicle registration plates, i.e. the cost of their replacement; the cost of issuing a new vehicle registration certificate and registration stickers, providing this is related to the loss event; immediate consequences of loss or destruction of keys, as well as the loss of items other than those listed if they could be used to make a key copy (e.g. fuel tank caps locked with the same key), i.e. the replacement cost of such items, as well as the related necessary costs of lock or anti-theft device replacement or re-coding. ✓ Subject to the payment of an additional premium, coverage may be extended to include the vehicle's additional equipment and, provided that the vehicle has the required anti-theft devices, the risk of theft. ✓ The sum insured shall be specified by the Policyholder according to the market value of the motor vehicle and its equipment or the invoiced value of a brand-new vehicle and its equipment. 	 <p>What events are not covered under the insurance?</p> <p>The insurance shall not cover losses arising outside the insurance period and not falling within the scope of the insurance coverage.</p> <p>The insurance shall not cover losses to:</p> <ul style="list-style-type: none"> ✗ vehicles not registered in Poland where such registration was required under Polish law, providing this had an impact on the occurrence or size of the loss; ✗ vehicles without a valid technical inspection, as required by Polish law; ✗ vehicles illegally brought to the territory of Poland, vehicles acquired by theft or other crime, as well as vehicles that had not become property of the Insured as at the day of the loss event; ✗ property which the Insured or his or her relatives took possession of as a result of a crime.
	 <p>What are the insurance coverage limitations?</p> <p>The insurance shall not cover losses:</p> <ul style="list-style-type: none"> ! occurring during test drives, rallies or races, training, competitions or use of the vehicle as a prop; ! the value of which does not exceed the amount of conditional franchise or excess specified in the insurance contract; ! arising from the theft of a vehicle or parts thereof if, at the time of theft, the vehicle was not equipped with the required anti-theft devices; at the time of the theft, the vehicle was not secured in the manner envisaged by its design or not all of the required anti-theft devices were activated, unless it was lost due to assault and robbery; the vehicle keys or documents were not properly secured outside the vehicle, unless they were lost due to assault and robbery; the aggrieved party failed to submit to Ergo Hestia the vehicle documents on the basis of which the vehicle had been certified as roadworthy as at the day of the loss event, together with a full set of keys and all anti-theft device activators, unless the vehicle was lost due to assault and robbery; a monitoring service fee was not paid for the period during which the vehicle was stolen; ! consisting in damage to or destruction of tyres, unless such losses were caused by third parties or arose at the same time as damage to or destruction of other parts of the vehicle falling within the insurance cover; ! arising due to the displacement of a load inside the vehicle as a result of sudden braking, acceleration or collision with an obstacle, a person or another vehicle, except where the load was properly secured, in such a way as to prevent its displacement; ! in the territory of Belarus, Moldova, Russia and Ukraine, the insurance cover shall not include: damage to the vehicle caused by third parties; damage to an external part of the vehicle caused by animals; damage to, loss or total destruction of the vehicle due to fire, explosion, sinking, sudden impact of other forces of nature or sudden action of a thermal or chemical agent outside the vehicle; theft of the vehicle or parts thereof. ! caused intentionally or due to gross negligence by the Insured or a household member, unless the payment of compensation is fair and equitable in such circumstances.

	<p>Where is the insurance cover valid?</p> <p>✓ The insurance cover shall be valid within the geographical boundaries of Europe and in Algeria, Morocco, Tunisia, Israel and Iran.</p>
	<p>What obligations does the Insured have?</p> <p>Obligations at the beginning of the contract:</p> <ul style="list-style-type: none"> – If the Insured is also the Policyholder, he or she shall be obliged to inform ERGO Hestia of all circumstances known to the Insured and enquired about by ERGO Hestia on the offer form or in other documents prior to contract conclusion; if the insurance contract is concluded on behalf of another person, this obligation shall apply both to the Policyholder and the Insured, unless the Insured was not aware of the contract being concluded on his or her behalf. Should the Policyholder conclude the insurance contract via a representative, the same obligation shall apply to the representative and shall additionally extend to circumstances known to the representative. <p>Obligations during the term of the insurance contract:</p> <ul style="list-style-type: none"> – The Policyholder, who is also the Insured, shall be obliged to pay the insurance premium. – Throughout the duration of the insurance contract, the Policyholder, who is also the Insured, shall immediately notify ERGO Hestia of any changes to circumstances which may affect the probability of any incident enquired about by ERGO Hestia in the insurance application or in other documents prior to the conclusion of the insurance contract. <p>When reporting/submitted a claim, the Insured is obliged to:</p> <ul style="list-style-type: none"> – use all measures available in order to salvage the subject of insurance and prevent or reduce the size of the loss; – notify the event to ERGO Hestia immediately, no later than 3 days after the date of occurrence of the loss or becoming aware of it; – immediately, no later than 24 hours after the occurrence of the event or becoming aware of it, inform the local police unit of the theft of the vehicle, theft of keys, theft of vehicle documents or any other loss that could arise as a result of a crime, as well as any event causing serious damage to the insured property, including the filing of an application to prosecute the parties responsible for causing the loss; – provide ERGO Hestia with the documents necessary for processing the request for payment of compensation; – refrain from making any changes to the vehicle (except for replacement of lock inserts or re-coding of anti-theft devices) and from repairing the vehicle until the scene of the event has been inspected by ERGO Hestia; – adhere to ERGO Hestia's recommendations and provide information and authorisations for other persons to act on behalf of the Insured, to the extent necessary for proper claim adjustment; – secure the possibility to assert claims for damages against the parties responsible for causing the loss.
	<p>How and when should premiums be paid?</p> <p>The insurance premium shall be paid at the amount and dates determined by the parties to the contract in the insurance contract, the payment may be made in one or more instalments. Depending on arrangements between the parties to the insurance contract, the payment may be made in the form of a transfer to a designated bank account or alternatively in cash, through an insurance intermediary.</p>
	<p>When does the insurance cover commence and terminate?</p> <p>The insurance contract shall be concluded for a period of up to 12 months. The liability of STU ERGO Hestia S.A shall commence at the date and time specified in the insurance contract as the commencement of the insurance period, provided that the premium or its first instalment is paid at least one day prior to that date.</p> <p>In the event that the title to the subject of insurance is transferred, rights arising from the insurance contract may not be transferred to the purchaser of the vehicle. The insurance relationship shall cease when the subject of insurance is transferred to the purchaser.</p> <p>In the event of total loss, the insurance contract shall expire as of the date of occurrence of such total loss.</p>
	<p>How can the contract be terminated?</p> <p>If the insurance contract was concluded for a period exceeding 6 months, the Policyholder who is a natural person shall have the right to withdraw from the contract within 30 days of its conclusion or, if the Policyholder is an entrepreneur, within 7 days of its conclusion. If the Insurer has failed to inform the Policyholder, who is a consumer, about his or her right to withdraw from the contract, the 30-day period shall commence on the date when the Policyholder, who is a consumer, learns about such right. Withdrawal from the insurance contract shall not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided the coverage.</p>



General Terms and Conditions of Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage (Motor Hull Insurance) for Corporate Customers

CODE – A-AC-01/18

Information table governing the issues listed in Article 17, section 1 of the Act of 11 September 2015 on insurance and reinsurance activity (Journal of Laws No 1844 of 10 November 2015)	3
Insurance Contract	5
Definitions	5
Subject of insurance	7
Scope of insurance	8
Extension of the scope of insurance	8
Risk of theft	8
Additional clauses	9
Limitation to the scope of insurance	9
Vehicle protection	10
Exclusions from liability	10
Sum insured	13
Establishing the extent of loss	14
Conclusion of the insurance contract	17
Concluding a contract for the account of a third party	18
Method for determining and paying the insurance premium	18
Insurance period and liability period of ERGO Hestia	19
Obligations of the Policyholder and the Insured	20

Claim procedure	20
Super simplified claim adjustment	22
Payment of compensation	22
Insurance subrogation	23
Expiration of the insurance contract	24
Final provisions	25
Appendix No 1 to the General Terms and Conditions of Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage (Motor Hull Insurance) for Corporate Customers.	27

Information table governing the issues listed in Article 17, section 1 of the Act of 11 September 2015 on insurance and reinsurance activity (Journal of Laws No 1844 of 10 November 2015):

Number of the editing unit	
Prerequisites for the payment of compensation and other benefits or the surrender value of insurance	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of indemnity and other benefits or to decrease the amount thereof
§ 4 § 5 sections 1–4 § 6 § 7 section 1 § 26 § 44 section 2	§ 5 section 5 § 8 § 9 § 11 § 12 § 13 § 20 section 4 § 38 section 8 § 40 § 46 § 48 section 4

Insurance Contract

§ 1

1. On the basis of these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, hereinafter referred to as 'ERGO Hestia', within the framework of its business operations, enters into insurance contracts for comprehensive motor vehicle insurance against loss, destruction or damage (Motor Hull Insurance) with entrepreneurs, hereinafter referred to as 'Policyholders'.
2. ERGO Hestia shall not be held liable for the consequences of your failure to give it the information about the circumstances, which were asked about in the insurance contract application form or to give circumstances at variance with the truth.
3. Prior to entering into the insurance contract, the Policyholder should carefully read the contents of the General Terms and Conditions of Insurance.
4. In connection with the conclusion of the insurance contract, ERGO Hestia is the controller of your personal data. For details on the processing of personal data see Appendix No 1 to these General Terms and Conditions of Insurance.

Definitions

§ 2

The terms used in these General Terms and Conditions of Insurance shall have the meanings assigned to them in the definitions in § 3 below.

§ 3

1. Failure	a malfunction of a vehicle caused by mechanical, electrical, electronic or hydraulic damage which makes it impossible to drive the vehicle; excluding the necessity to supplement consumables, current and periodic maintenance, delivery and installation of accessories or lack of means necessary to operate the vehicle.
2. Vehicle documentation	registration certificate, vehicle card (if issued), road-worthiness certificate (for vehicles not subject to registration), temporary permit issued by the competent registration authority.
3. Vehicle fleet	at least 5 vehicles held by the Policyholder.
4. Conditional franchise	an amount or percentage of the sum insured or the market value of the vehicle as at the date of occurrence of the loss event, up to which Ergo Hestia shall not be liable for the loss incurred. If the value of the loss is higher than the determined franchise amount, Ergo Hestia shall pay the full compensation amount, in accordance with the adopted claim adjustment system or type of loss.
5. Vehicle towing	journey of the roadside assistance vehicle to and from the site of an event, loading of the vehicle immobilised due to an event covered by the insurance contract onto a roadside assistance vehicle, transport from the site of the event to the nearest point of service or to the place of residence or registered office of the Insured and unloading of the vehicle from the roadside assistance vehicle, including the costs of using a lift.
6. Keys	manufacturer-provided devices for the opening and starting of the vehicle which is the subject of insurance.
7. Theft	activities which qualify as the act referred to in Article 278 of the Criminal Code (theft), 279 of the Criminal Code (burglary) and 280 of the Criminal Code (assault and robbery); appropriation as referred to in Article 284 of the Criminal Code shall not be considered an instance of theft.
8. Lockout	the decision of the owner to close down a workplace, in conjunction with laying off employees, aimed at forcing them to accept worse working conditions or due to a strike.
9. Service life of the vehicle	the period from the date of first registration of the vehicle in the year of its manufacture until the first day of the insurance period; if the first registration date is not known or first registration took place after the year of manufacture, the service life runs from 31 December of the year of the vehicle's manufacture; so the determined service life shall be valid for the entire twelve-month insurance period. For the purposes of determining the amount of compensation, the service life of the vehicle shall run from the date of first registration of the vehicle performed in the year of its manufacture until the date of the accident; if the first registration date is not known or the first registration took place after the year of manufacture, the service life shall run from 31 December of the year of the vehicle's manufacture until the date of the accident.

10. Third parties	all persons not involved in the insurance relationship.
11. Vehicle	a vehicle subject to registration in the Republic of Poland pursuant to the Road Traffic Act, any other road vehicle propelled by an engine using its own energy source or without its own propulsion or own energy source, as well as trolleybuses.
12. Goods and passenger carrying vehicle	a vehicle registered as a heavy-duty vehicle, intended for the carriage of goods and between 4 to 9 passengers, including the driver.
13. Vehicle	a motor vehicle designed to travel at a speed exceeding 25 km/h, excluding agricultural tractors.
14. Special vehicle	a motor vehicle or a trailer which performs special functions, resulting in the need to adjust the bodywork or to have special equipment. Only persons and objects related to the performance of that function may be carried in such a vehicle.
15. Vehicles illegally brought to the territory of the Republic of Poland:	1) a vehicle not delivered to or reported for customs clearance, 2) a vehicle brought to the country pursuant to the obligation set out in paragraph 1), but without meeting the obligation to provide accurate information about the vehicle or the previous owners in the customs declaration.
16. Low-speed vehicles	motor vehicles whose design restricts their driving speed up to 25 km/h, excluding agricultural tractors.
17. Flood	flooding of areas as a result of rising levels of flowing and standing waters, or as a result of a rise of the sea level of coastal waters, exclusive of high tides.
18. Fire	the action of fire (flames) that escaped a furnace or arising without the furnace and capable of spreading around.
19. Entrepreneur	any natural person, legal person or other entity who does not constitute a legal entity, to whom legal capacity is granted under a relevant law, and who carries out his or her own commercial or professional activities.
20. Crime	an act of a person that is prohibited by a law in force at the time of its perpetration, subject to penalty as a crime or offence, which is illegal, culpable and socially harmful to a degree higher than infinitesimal.
21. Assignment as collateral	a form of securing a claim by means of the debtor transferring ownership of his or her property to the creditor, which may be made in two ways: a) the debtor transfers ownership of his or her property to the creditor and the creditor undertakes to transfer the property ownership back to the debtor after the claim has been satisfied, and the creditor often undertakes to use the property within a contractually limited scope – reacquisition of the property by the debtor requires an additional contract; b) the debtor transfers ownership of a movable property to the creditor, subject to the condition subsequent of satisfying the claim – at that time the movable property is automatically returned to the debtor.
22. Service point	a garage or an authorised vehicle service centre of a particular brand.
23. Rallying	a motor sports discipline involving driving a specially prepared rally car as fast as possible on a race track designated by the organiser.
24. Passenger car	a vehicle registered as a passenger vehicle or a different vehicle registered as a heavy-duty vehicle or a goods and passenger carrying vehicle with a loading capacity of up to 850 kg.
25. Alcohol intoxication	a condition in which the concentration of alcohol in the blood exceeds 0.5‰ or the concentration of alcohol in the breath exceeds 0.25 mg of alcohol per 1 cubic decimetre;
26. Being under the influence of alcohol	a condition in which the concentration of alcohol in the blood amounts to 0.2‰ to 0.5‰, or the concentration of alcohol in the breath amounts to 0.1 mg to 0.25 mg per 1 cubic decimetre.
27. Strike	collective, voluntary suspension of work by employees for a period of time in one or more work establishments or institutions, as a manifestation of a protest, e.g. a political or economic protest involving a demand for changes.
28. Loss	financial detriment which is a direct consequence of an event covered by the insurance contract.
29. Total loss	vehicle theft or loss for which the repair costs within the scope determined in the visual inspection report, calculated on the basis of the prices of new original parts from the vehicle manufacturer (without depreciation) and the necessary working hours indicated in the Audatex programme, as well as the labour cost of a repair facility authorised by the vehicle manufacturer, taking into account any applicable VAT, exceed 70% of the vehicle's market value as at the day of the loss event.
30. Terrorism	illegal actions organised for ideological or political reasons, on an individual or group basis, directed against people or objects in order to cause chaos, to intimidate people and disorganise the public with the use of violence as well as directed against society with the intention of intimidation in order to achieve political or social objectives.
31. Excess	amount by which ERGO Hestia reduces the total compensation for a specific event.

32. Anti-theft devices	a stand-alone, independent mechanical or electronic anti-theft system of an established effectiveness class, which is efficient and permanently installed by a service centre that holds an authorisation (licence) from the manufacturer of the particular anti-theft system regarding the assembly or servicing of anti-theft systems, or which constitutes the vehicle's original equipment. If the anti-theft device does not constitute the vehicle's original equipment, as well as in the case of vehicles registered for the first time outside Poland, except for brand-new vehicles, the fact the device is installed as well as its effective performance must be confirmed with a written certificate issued by a licensed service centre; In the case of the continuation of a contract with ERGO Hestia, such a certificate shall not be required as long as its original version was enclosed with the application for the conclusion of the previous contract. Within the meaning of these General Terms and Conditions, anti-theft devices shall not include door locks, mechanical and electronic ignition switches, mechanical steering wheel locks, or automatic gearbox locking systems.
33. Market value of the vehicle	the value established on the basis of market prices of vehicles of a given brand and type, valid within the territory of the Republic of Poland, taking into consideration vehicle-specific features, in particular the year of manufacture, equipment, mileage and technical condition of the vehicle.
34. Explosion	rapid change in the balance of a system with a simultaneous release of gases, dust or steam, caused by their dispersion properties; in relation to pressure vessels and other such containers, the condition for an event being recognised as an explosion is the tearing apart of walls of such vessels and containers resulting in sudden pressure equalisation due to the combustion of gases, dusts, steam or liquids; an explosion is also an implosion involving damage to the container or vacuum apparatus with external pressure.
35. Additional equipment of the vehicle	devices which are not factory-fitted by the manufacturer or installed by the vehicle's general importer to the Republic of Poland due to regulations concerning the type-approval rules for a given brand, type or model, in particular audio and audio-visual equipment as well as telephone and radio-telephone communication equipment (excluding mobile phones), including loudspeakers and antennas, as well as taximeters, external luggage racks, towing hooks, spoilers and over-riders, advertising inscriptions and stickers, as well as seats for the carriage of children.
36. Basic equipment of the vehicle	devices which are factory-fitted by the manufacturer or installed by the vehicle's general importer to the Republic of Poland due to regulations concerning the type-approval rules for a given brand, type or model, as well as anti-theft devices, gas supply systems and hybrid installations, light alloy wheels.
37. Car race	a competition between individuals or teams under predefined rules, in which competitors drive specifically adapted cars, in accordance with the applicable rules for the given type of race.
38. Riots	violent demonstrations or hostile actions directed against the government and aimed at bringing change to the existing legal framework.
39. Flooding	immersion of the insured vehicle in liquid which results in a loss. Aspiration of fluid by the working vehicle's engine is not considered flooding.

Subject of insurance

§ 4

1. The subject of insurance comprises the vehicles defined in the contract together with their basic equipment, excluding vehicles:
 - a) made (assembled) outside the manufacturing plant (self-assembled cars);
 - b) with foreign license plates;
 - c) which have been in operation for over 12 years;
 - d) which have been tuned other than by the manufacturer – in respect of the alterations performed;
 - e) which are rally and racing cars.
2. Additional vehicle equipment may be covered by the insurance subject to the payment of an additional premium.

Scope of insurance

§ 5

1. The insurance cover shall extend to damage to, loss or total destruction of the vehicle which is the subject of the insurance or a part thereof, including its basic equipment, as a result of any events beyond the control of the Insured or any person authorised to use the vehicle, except for theft of the vehicle or a part thereof, and subject to the exclusions specified in §§ 11–12 and § 13.
2. The insurance shall also cover the cost of performing technical inspections after the occurrence of a loss covered by the scope of insurance, provided that the obligation to conduct such inspections is imposed by the provisions of law.
3. The insurance shall cover the immediate consequences of damage to, destruction or theft of vehicle registration plates, i.e. the cost of their replacement, as well as the cost of issuing a new vehicle registration certificate and registration stickers, provided that this is related to the loss event.
4. The insurance shall also extend to the immediate consequences of the loss or destruction of keys, as well as the loss of items other than those listed if they could be used to make a key copy (e.g. fuel tank caps locked with the same key), i.e. the replacement cost of such items, as well as the related necessary costs of lock or anti-theft device replacement or re-coding in the insured vehicle.
5. The insurance cover shall apply to events occurring within the geographical boundaries of Europe and in the territory of Algeria, Morocco, Tunisia, Israel and Iran, subject to the stipulation that in the territory of Belarus, Moldova, Russia and Ukraine, the insurance shall not cover:
 - 1) damage to the vehicle caused by third parties;
 - 2) damage to an external part of the vehicle caused by animals;
 - 3) damage to, loss or total destruction of the vehicle due to fire, explosion, sinking, sudden impact of other forces of nature or sudden action of a thermal or chemical agent outside the vehicle;
 - 4) theft of the vehicle or parts thereof.

Extension of the scope of insurance

Risk of theft

§ 6

1. At the request of the Policyholder, vehicles specified in the insurance contract may be covered by insurance against losses caused by the theft of the vehicle or parts thereof, provided that the vehicle is fitted with the anti-theft devices required by ERGO Hestia, in accordance with § 9 below.
2. The premium for the comprehensive motor hull insurance inclusive of the risk of theft shall be determined according to the increased risk.

Additional clauses

§ 7

1. At the request of the Policyholder, the scope of insurance may be extended by introducing the following optional clauses into the insurance contract:

NUMBER	NAME	CONTENT
K003	Ukraine	Extension of ERGO Hestia's liability to cover losses arising from the theft of a vehicle or parts thereof in the territory of Ukraine, with the simultaneous introduction of excess for theft-related losses amounting to 5% of the sum insured for the vehicle.
K004	Belarus	Extension of ERGO Hestia's liability to cover losses arising from the theft of a vehicle or parts thereof in the territory of Belarus, with the simultaneous introduction of excess for theft-related losses amounting to 15% of the sum insured for the vehicle.
K005	USSR	Extension of ERGO Hestia's liability to cover losses arising from the theft of a vehicle or parts thereof in the territory of Russia, Belarus, Ukraine and Moldova (within the geographical boundaries of Europe) with the simultaneous introduction of excess for theft-related losses amounting to 15% of the sum insured for the vehicle.
K009	'12' Guarantee	For the purpose of determining the amount of compensation in the 12-month insurance period, ERGO Hestia shall adopt the sum insured stipulated in the insurance contract as the vehicle's market value, provided that the sum insured was determined in accordance with § 14 section 1 or 3 or 4 or 5 of the General Terms and Conditions of Motor Hull Insurance.
K044	Rollover	ERGO Hestia shall be liable for damage to or total destruction of heavy-duty dump trucks (tipper trucks) and special vehicles limited to rubbish trucks and septic tankers resulting from the rollover of the vehicle during loading and unloading operations.

2. If the extension of the scope of insurance referred to in section 1 is applied, the Policyholder shall pay the premium at a correspondingly higher amount.
3. Clause K009 shall apply only in the event of conclusion of an insurance contract with the sum insured consumption option.

Limitation to the scope of insurance

§ 8

1. At the request of the Policyholder, the scope of insurance may be limited by introducing the following into the insurance contract:
 - a) excess – determined on an individual basis by negotiation;
 - b) conditional franchise – determined on an individual basis by negotiation.
2. If the limitations of the scope of insurance referred to in section 1 are applied, the Policyholder shall pay the premium at a correspondingly lower amount.

Vehicle protection

§ 9

1. Passenger cars may be covered by insurance within the scope specified in § 6, provided that they have at least:
 - 1) one anti-theft device – for vehicles with a (gross) market value of up to PLN 100,000 as determined as at the date of conclusion of the insurance contract;
 - 2) two anti-theft devices – for vehicles with a (gross) market value exceeding PLN 100,000 as determined as at the date of conclusion of the insurance contract.
2. ERGO Hestia may make the provision of coverage against the risk of theft of a vehicle with a (gross) value exceeding PLN 300,000 conditional on the vehicle being equipped, instead of one of the anti-theft devices referred to in section 1, with a localisation and notification system with an operating range at least equal to the territorial scope stipulated in the comprehensive motor hull insurance, with a monitoring fee paid upfront for the entire insurance period, which includes a protection and intervention option, understood, at least, as automatic notification to the competent police unit by the system's operator.
3. Heavy-duty vehicles with a payload of up to 2.5 tonnes, cars and caravans, motorcycles and mopeds may be covered by the insurance within the scope specified in § 6, provided that they have at least one anti-theft device.
4. Heavy-duty vehicles with a payload of over 2.5 tonnes, tractor units and buses with a market value at the date of conclusion of the insurance contract exceeding PLN 100,000 (gross) may be covered by the insurance referred to in § 6, provided that they have at least one anti-theft device.
5. Specialised vehicles, agricultural tractors, combine harvesters with a market value at the date of conclusion of the insurance contract exceeding PLN 200,000 (gross) may be covered by the insurance referred to in § 6, provided that they have at least one anti-theft device.

§ 10

1. At the conclusion of the insurance contract, ERGO Hestia shall recognise the security features installed in the vehicles submitted for insurance as sufficient, provided that such safeguards are efficient and that vehicles equipped with such features were insured against the risk of theft in the past period, meeting the requirements of the existing Insurer in terms of number and type of safeguards. In this case, the provisions of § 9 shall not apply.
2. In the event of theft claim adjustment, the Insured is required to submit a document issued by the previous Insurer confirming that the vehicle in question was insured against theft for the period preceding the conclusion of the contract with ERGO Hestia.

Exclusions from liability

§ 11

1. ERGO Hestia shall not be liable for loss to propellants.
2. Also, ERGO Hestia shall not be liable for losses:
 - 1) occurring in the course of movement in vehicles not subject to registration or without valid technical inspection if the technical condition of the vehicle had an impact on the occurrence or extent of the loss;
 - 2) occurring as a result of the theft of the vehicle or its parts, if:
 - a) at the time of the theft, the anti-theft devices specified in § 9 and § 10(1) were not installed in the vehicle;

- b) at the time of the theft, the vehicle was not secured in the manner required by its construction and all the anti-theft devices located in the vehicle, specified in § 9 and § 10(1), were not started, unless it was lost due to robbery;
 - c) keys or vehicle documents were not duly protected outside the vehicle, provided that failure to meet these requirements affected the occurrence or the extent of the loss, unless they were lost due to robbery;
 - d) the victim did not submit to ERGO Hestia the vehicle documents based on which the vehicle was put into service on the date of the loss, as well as all the keys along with the set of anti-theft devices actuators, provided that failure to meet these requirements affected the occurrence or the extent of the loss, unless the vehicle was lost as a result of robbery;
 - e) the subscription fee for monitoring services, specified in § 9(2), was not paid for the period in which the vehicle was stolen;
- 3) occurring due to a failure, except for cases which resulted in consequential losses to the insured property and which are not subject to a separate exclusion;
 - 4) involving a loss of the vehicle due to appropriation;
 - 5) occurring as a result of prolonged exposure to a chemical agent, moisture, temperature or processes inside the insured objects, unless such exposure was a direct consequence of a sudden and unexpected event covered by the insurance contract;
 - 6) occurring due to modifications to the vehicle, its parts or equipment which go beyond the manufacturer's specification for the make and model (including installation of the gas installation) or due to maintenance procedures;
 - 7) in the form of lost profits and incurred losses resulting from the inability to perform the obligations or contracts due to the insured event;
 - 8) consisting in loss of the subject of insurance as a result of loss, sale, donation, exchange, with the exception of § 5(4);
 - 9) occurring in prototype vehicles understood as experimental models developed by the car manufacturer for a new series of vehicles;
 - 10) consisting in damage caused by an independent internal cause, wear and tear, error in assembling, use of improper fuel, fluids and consumables and resulting from the faulty selection or installation and adjustment of the gas installation, except where, as a result of these causes, there are consequential damages to the insured property, not subject to separate exclusion;
 - 11) consisting in damage to or destruction of tyres, unless they were caused by third parties or arose at the same time as damage to or destruction of other parts of the vehicle included in the insurance cover;
 - 12) occurring due to the displacement of a load inside the vehicle as a result of sudden braking, acceleration or collision with an obstacle, a person or another vehicle, except where the load was properly secured, in such a way as to prevent its displacement;
 - 13) consisting in a damage to the electrical installation resulting from a short circuit or an overload with current of capacity exceeding the rated capacity for that installation, except where the short circuit leads to fire;
 - 14) consisting in the rollover of the vehicle as a result of entering on a sticky, unstable or sloping surface, or as a result of a landslide, and during the execution of loading and unloading operations;
 - 15) consisting in the independent damage of the vehicle components due to exposure to temperature or its abrupt change, or internal stress of the vehicle body or its cab;
 - 16) consisting in engine seizure, unless the seizure occurred as a result of loss included in the scope of insurance;
 - 17) resulting from corrosion or manufacturing defects, as well as resulting from improperly performed previous repairs.

§ 12

The insurance does not cover losses to vehicles acquired by theft or other crimes, which were not acquired by the Insured before the date of the loss.

§ 13

1. ERGO Hestia shall not be liable if the Insured or the Policyholder or the person authorised to use the vehicle caused loss intentionally or through gross negligence, unless the payment of compensation in these circumstances complies with the principles of equity.
2. ERGO Hestia shall not be liable for loss caused intentionally by a person with whom the Insured or the Policyholder or the person authorised to use the vehicle lives in the same household.
3. Moreover, the scope of insurance coverage excludes losses resulting from:
 - 1) acts of war, martial law, state of emergency, riot, civil commotion, civil unrest, earthquake, strikes and lockouts, as well as acts of terrorism and sabotage, as well as confiscation, nationalisation, requisition or detention of property by the authorities;
 - 2) nuclear or radioactive contamination, laser and maser rays and magnetic and electromagnetic fields.
4. The scope of insurance coverage also excludes the following losses:
 - 1) resulting from using the vehicle not in accordance with its intended purpose;
 - 2) occurring during the use of the vehicle by the Insured or the Policyholder or a person authorised to use the vehicle, as a tool for committing an offence, unless it did not affect the occurrence of the loss;
 - 3) occurring during the use of the vehicle in connection with mandatory activities for the army or other entities, as well as occurring in vehicles participating in protests and roadblocks;
 - 4) occurring in a vehicle whose driver at the time of the event or at the time of arrival of a police unit to the scene of the event remained under the influence of alcohol or intoxicated, under the influence of drugs or other similar substances, and if the vehicle driver fled the scene of the event, when the driver is the vehicle's owner, a person with whom the vehicle's owner shares the same household, or another person authorised to use the vehicle;
 - 5) in a vehicle whose driver, at the time of the event, did not have rights to drive a vehicle required by the traffic law, when the driver is the vehicle's owner, a person with whom the vehicle's owner shares the same household, or another person authorised to use the vehicle;
 - 6) in a vehicle illegally brought to the territory of the Republic of Poland;
 - 7) due to the use of the vehicle for the transportation of dangerous goods, in particular fuels, toxic chemicals or gases;
 - 8) occurring during test drives, rallies, races, training, competitions or the use of the vehicle as a prop,
 - 9) occurring during the use of the vehicle for driving lessons;
 - 10) occurring during the vehicle's rental or in vehicles made available as courtesy cars in a manner other than rental.
5. The scope of insurance coverage may be extended to cover the losses referred to in section 4(7)–(10) above.

Sum insured

§ 14

1. With regard to the insurance of motor vehicles against loss, destruction or damage, the sum insured shall be declared by the Policyholder. The sum insured should correspond to the market value of the vehicle, including VAT, as at the date of conclusion of the insurance contract.
2. The sum insured for a factory new vehicle of a given make, purchased from an authorised dealer professionally involved in selling vehicles of this particular make, may also be declared in the amount equal to the amount specified on the sales invoice for the vehicle, plus VAT, excluding the merchant's discount, however, no later than within one month from the date of the invoice. Therefore, the determined sum insured shall be accepted by ERGO Hestia as the market value of the vehicle for no longer than 12 months from the date of conclusion of the insurance contract for this vehicle, provided that until the date of the loss the vehicle's mileage was under 20,000 km and the vehicle had not been previously damaged.
3. If it is impossible to determine the real market value of the vehicle based on the 'Eurotax' system or the Info-Ekspert monthly 'Pojazdy samochodowe – wartości rynkowe' [Cars – market values], the Policyholder, in agreement with ERGO Hestia, may use another reliable, expert sources.
4. ERGO Hestia may accept the sum insured increased or decreased by the amount exceeding 10% of the value specified in the 'Eurotax' system or the Info-Ekspert monthly 'Pojazdy samochodowe – wartości rynkowe', subject to valuation by a qualified automotive appraiser. The obligation to present such a valuation shall be on the Policyholder.
5. The sum insured for vehicles purchased under individual imports and insured for the first time in the territory of the Republic of Poland is determined on the basis of the valuation of the authorised appraiser (the cost of the valuation shall be borne by the Policyholder). However, it may not be higher than the purchase value of the vehicle (confirmed by an invoice) plus the value of the excise duty and, where applicable, the customs duty paid.
6. If the Insured is entitled to deduct the entire VAT charged at the time of acquisition of the vehicle, the sum insured may be determined without taking VAT into account.

§ 15

1. The sum insured constitutes the liability cap of ERGO Hestia.
2. The sum insured is each time reduced by the amount of paid compensation (the consumption of the sum insured). If the sum insured is exhausted, the insurance contract expires.
3. With the consent of ERGO Hestia, the Policyholder, after payment of compensation, may supplement the sum insured to the market value of the vehicle by submitting a written request for such a supplement, submitting the vehicle for inspection and paying an additional premium.
4. For the payment of an additional premium, the insurance contract may be concluded without applying the consumption of the sum insured.

§ 16

1. The sum of additional accessories insurance shall be determined by the Policyholder on the basis of retail prices of the same or similar types and sorts, less the degree of wear, subject to sections 2 and 4.
2. The sum of factory new additional accessories insurance may also be declared in the amount equal to the amount specified in the invoice evidencing the sale of such accessories including VAT, but no later than one month from the date of issue of the invoice.
3. The sum of the additional accessories insurance specified in the contract should include VAT, subject to the provisions of section 4.

4. If the Insured is entitled to deduct the entire VAT charged at the time of acquisition, the sum insured may be determined without taking VAT into account.
5. The sum of the additional accessories insurance may not exceed 20% of the sum of the vehicle insurance, however, not more than PLN 20,000 (gross).
6. The sum of the additional accessories insurance is each time reduced by the amount of paid compensation (the consumption of the sum insured). If the sum insured is exhausted, the insurance contract for the insurance of additional accessories shall expire.
7. With the consent of ERGO Hestia, in the case specified in section 6, the Policyholder may supplement the sum of the additional accessories insurance by completing a new insurance application, within the limits specified in section 5.
8. For an additional premium, the insurance contract shall be concluded without applying the consumption of the sum insured.

Establishing the extent of loss

§ 17

1. In the case of total loss of the vehicle, ERGO Hestia determines the extent of loss in the amount of the market value of the vehicle as at the date of loss (where the value of the vehicle is not higher than the sum insured, specified in the insurance contract), subject to the provisions of §§ 21–26.
2. In the case of partial loss of the vehicle, ERGO Hestia determines the extent of loss in the amount corresponding to the cost of repair, resulting from the application of prices for services and spare parts in force in the territory of the Republic of Poland on the date of compensation arrangements, subject to §§ 18–24.
3. The extent of partial loss, referred to in section 2, covers repair costs corresponding to the scope of damage described in the vehicle inspection protocol (technical assessment), prepared by ERGO Hestia or at its request.

§ 18

1. In the case of determining the value of loss in the service option on the basis of invoices, the repair method and the amount of its costs should be previously agreed with ERGO Hestia; in such a case, no limitation of the damage amount indicated in § 20(4) shall be applied.
2. Depending on the system for determining the extent of loss assumed in the insurance contract, the determination of the extent of the partial loss may take place in the cost estimate or service option, subject to the provisions of § 20(2).

§ 19

1. Subject to § 42(4), where the cost estimate option is assumed in the insurance contract, the determination of the extent of loss shall be made on the basis of a valuation made by ERGO Hestia, following the principles specified in the Audatex system, or, in the absence of a particular vehicle in that system, the Eurotax system shall apply, without taking VAT into account, i.e. according to:
 - 1) the time limits of the repair operations specified by the vehicle manufacturer and included in the Audatex system, or in the Eurotax system — in the absence of a vehicle in the Audatex system;
 - 2) man-hour rates amounting to PLN 60 (net) for body, mechanical and paint work;
 - 3) the list of parts (units), contained in the technical assessment, qualified for replacement in accordance with the average prices of parts of a brand alternative to the brand of the vehicle's manufacturer (alternative parts), and materials, included in the Eurotax system — in the absence of a vehicle in the Audatex system.

2. Where the system does not include prices of parts of a brand alternative to the brand of the vehicle's manufacturer (alternative parts), the settlement shall take into account the prices of parts from the vehicle manufacturer (original parts) included in the Audatex system or, in the absence of a given vehicle in that system, in the Eurotax system, less wear and tear specified in the table below, subject to the period of the vehicle's use and subject to the provisions of section 3:

SERVICE LIFE OF THE VEHICLE	WEAR AND TEAR EXPRESSED AS A PERCENTAGE OF THE VALUE OF PARTS QUALIFIED FOR REPLACEMENT
Up to 3 years (inclusive)	20%
Fourth year	25%
Fifth year	35%
Sixth year	45%
Seventh year	50%
Eighth year	60%
Ninth and tenth year	70%
More than 10 years	80%

3. In the case of the replacement of parts during the service life of the vehicle, whose value was documented with original receipts, the amount of wear and tear of the given parts is determined individually, taking into account the service life of these parts.
4. If the prices of alternative parts, determined pursuant to section 1(3) (alternative parts) are higher than the prices determined in accordance with section 2 (depreciated original parts), the lower of these prices are taken into consideration while determining the extent of loss.

§ 20

1. If the service option is assumed in the insurance contract, the determination of the extent of loss and payment of compensation shall be made after the submission of invoices documenting the repair of the vehicle in accordance with the costs and method of vehicle repair by the company performing the repair, as previously agreed with ERGO Hestia, based on:
- 1) the time limits of the vehicle manufacturer included in the Audatex system, or in the absence of a given vehicle in that system — in the Eurotax system;
 - 2) the average rate per 1 man-hour which is appropriate for a repair company;
 - 3) the prices of the vehicle manufacturer's parts and materials included in the Audatex system or, in the absence of a given vehicle in that system, in the Eurotax system, no more than the average prices recommended by the vehicle manufacturer or the official importer to be used by its service network.
2. At the request of the Insured, despite the assumption of the service option in the insurance contract, ERGO Hestia may determine the extent of loss and make payment of the undisputed amount of compensation based on the cost estimate option, subject to the provisions of section 3.
3. If the total costs of repairing the vehicle exceed the value set according to the cost estimation option, their recognition in determining the extent of loss (including the amount of VAT) shall require the Insured to submit a set of invoices for labour, spare parts and materials (including paint).
4. In the case of documenting with invoices the vehicle's repair made without the prior agreement of ERGO Hestia, pursuant to § 18(1), the repair costs shall be adjusted to no more than PLN 80 (net) per 1 man-hour of body, paint and mechanical work. However, the prices of alternative parts and materials (including paint) are verified, as a maximum, up to the values included in the Audatex system, reduced by the amount of wear and tear, as referred to in § 19(2).
5. The determination of the extent of loss shall include VAT where the sum insured is set taking into account VAT and, at the same time, the Insured is not a VAT payer or is not entitled to deduct this tax.

§ 21

1. In the case of the replacement of tyres, battery and exhaust system components, the extent of loss shall be determined on the basis of the price of new components, less the degree of wear and tear determined in the inspection protocol.
2. If previous damage or repairs are found in the elements qualified for the replacement, ERGO Hestia shall apply deductions resulting from technical wear and tear, regardless of the market loss in value of the parts.

§ 22

The extent of loss in the vehicle's additional accessories shall be determined based on the retail prices of items of the same or similar type, less the degree of wear and tear until the date of loss or in accordance with the costs of repair; the amount of these costs should be documented with a receipt from the contractor or the calculation of the aggrieved party who removed loss with his/her own resources.

§ 23

1. ERGO Hestia reserves the right to examine, prior to determining the extent of loss, whether the performed repair is in compliance with the extent and qualification given in the inspection protocol and submitted receipts or invoices for the repair.
2. Where discrepancies are established between the performed repair and the scope and qualification included in the inspection protocol, ERGO Hestia determines the extent of loss based on the actual scope and repair method, however, not exceeding the extent specified in the loss protocol prepared prior to the repair.

§ 24

1. The extent of a total loss is reduced by the residual amount, i.e. undamaged or slightly damaged and showing the usable value and financial value of vehicle parts or vehicle units, as well as the entire damaged vehicle, which may be allotted to further use or sale.
2. ERGO Hestia does not assume the remainder of the total loss.
3. Residual value shall be determined on the basis of gross prices, valid as at the date of loss, available in the Info Expert monthly 'Pojazdy samochodowe — wartości rynkowe', in force within the territory of the Republic of Poland, taking into account the extent of its wear and tear.
4. At the request of the Insured, filed within 30 days from the date of receiving the decision on the qualification of loss as a total loss by ERGO Hestia, ERGO Hestia shall provide assistance in the disposal of the residual passenger car or heavy goods vehicle with a payload not exceeding 2,500 kg, in its maximum 7th year of service, by indicating the potential buyer together with contact details and the proposed purchase price, and the value of the highest price offered shall be accepted for the settlement of the loss. Until the sales invoice is presented for the amount quoted in the offer, the residual value shall be increased by 10% of the offer price as an estimated margin of the offering party.
5. If the highest price offered is lower than the residual value after the total loss, as established by ERGO Hestia, ERGO Hestia shall pay the difference after receiving the relevant request from the Insured.
6. If the highest price offered is higher than the residual value after the total loss, as established by ERGO Hestia, the Insured is under the duty to return the difference to ERGO Hestia.
7. ERGO Hestia shall provide the information referred to in sections 4–6 above within a maximum of 14 days from the date of receipt of the request referred to in section 4 above.

8. The information referred to in section 7 above shall contain the offer number, the details of the car market administrator, the contact phone, the period of validity of the offer and the price offered for the acquisition of the said residues. The costs of collecting the residues shall be borne by the offering party in full. The Insured shall contact the offering party directly. The offering party shall not have any data about the vehicle owner as well as any data permitting the exact identification of the vehicle (registration number or VIN).

§ 25

1. Compensation shall be established in the amount corresponding to the extent of loss within the limits of the sum insured, subject to the provisions of paragraphs 2–3.
2. If a conditional franchise or excess is introduced into the contract, the conditional franchise shall be applied in the first instance and the compensation paid shall be reduced by the value of excess specified in the insurance contract.
3. If the sum insured is determined in the amount corresponding to the value of the vehicle less VAT, the compensation shall be determined without taking VAT into account, subject to the provisions of § 15.

§ 26

1. Notwithstanding the compensation determined in accordance with the principles set out in §§ 17–25, the Insured shall be entitled to reimbursement of the incurred costs of:
 - 1) parking from the time of loss to the time of first inspection by ERGO Hestia, however, up to the amount of PLN 500 (net);
 - 2) towing the vehicle from the site of the event to the place of residence or registered office of the Insured or repair, however, up to the amount of PLN 2,000 (net).
2. The total costs mentioned in section 1 may not exceed 10% of the sum insured, specified in the contract.
3. The provisions of section 1(2) do not apply to vehicles registered as personal and heavy goods vehicles with a payload of up to 2,500 kg and caravans.

Conclusion of the insurance contract

§ 27

1. The insurance contract shall be concluded on the basis of an application constituting an integral part of the policy confirming the conclusion of the insurance contract.
2. The application shall include at least the following details:
 - 1) name and address of the Policyholder (personal ID No [PESEL] or statistical ID No [REGON] and Tax ID No [NIP] and Polish Classification of Business Activities code [PKD]);
 - 2) name and address of the Insured (personal ID No [PESEL] or statistical ID No [REGON] and Tax ID No [NIP] and Polish Classification of Business Activities code [PKD]), if the contract was concluded for the account of a third party;
 - 3) subject and scope of insurance cover;
 - 4) territorial scope of insurance;
 - 5) sum insured and the manner in which it is determined;
 - 6) method of establishing the extent of loss and the amount of compensation;
 - 7) period of insurance;
 - 8) vehicle's accessories;
 - 9) information on anti-theft devices installed in the vehicle;

- 10) information on the number of keys;
 - 11) information on loss expectancy in the form of a certificate from previous Insurers, by amounts and quantities, broken down by comprehensive risk and risk of theft, together with an indication of the period concerned and the manner of presenting the data (policy or accounting), and the number of insured vehicles in the given period.
3. ERGO Hestia may make the conclusion of the insurance contract subject to obtaining additional information affecting the estimation of risk.

Concluding a contract for the account of a third party

§ 28

1. The Policyholder may enter into an insurance contract for the account of a third party.
2. If the insurance contract is concluded for the account of a third party, the Policyholder undertakes to provide the General Terms and Conditions of Insurance to the Insured. If the Insured consents to pay the premium, the Policyholder shall provide the Insured with the General Terms and Conditions of Insurance prior to obtaining their consent. The Insured shall confirm the receipt of General Terms and Conditions of Insurance in writing. The Policyholder shall provide the document comprising this confirmation to ERGO Hestia.
3. ERGO Hestia may only claim the payment of an insurance premium from the Policyholder. Any charge affecting the liability of ERGO Hestia can also be brought by ERGO Hestia against the Insured.
4. The Insured has the right to request a due payment directly from ERGO Hestia, unless the Parties agreed otherwise. However, such an arrangement cannot be made if the event has already occurred.
5. The Insured may request that ERGO Hestia provide him/her with information concerning the provisions of the concluded contract and the General Terms and Conditions of Insurance, insofar as it refers to the Insured's rights and obligations.

Method for determining and paying the insurance premium

§ 29

1. The insurance premium is determined after a risk assessment.
2. The insurance premium shall be paid on a lump-sum basis; at the request of the Policyholder and upon the payment of additional related increase, the premium may be paid in instalments. The dates of payment of the instalments and their amounts are determined in the insurance contract.
3. The insurance premium takes into account the decrease in the market value of the vehicle throughout the term of the insurance.

§ 30

1. The amount of the insurance premium for the vehicle is determined as the product of the sum insured and the rate expressed in percentage terms, proportionate to the risk incurred by ERGO Hestia.
2. When determining the amount of the rate, the following are taken into account:
 - 1) vehicle value;
 - 2) make, model and type of vehicle;
 - 3) region of the registered office of the Policyholder or the User;
 - 4) year of manufacture of the vehicle;
 - 5) purpose of the vehicle;

- 6) scope of coverage;
 - 7) claim history of the Policyholder or the User.
3. Premiums for insuring motor vehicles against loss, destruction or damage (Motor Hull Insurance) with an extension for the risk of theft, constituting a fleet of at least 15 vehicles, may be determined by negotiation after a risk assessment by ERGO Hestia.

§ 31

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

§ 32

When determining the amount of premiums, the increase for dividing the payment in instalments is taken into account.

§ 33

If during the period covered by the insurance contract there is an increase in the value of the covered vehicle or additional accessories, the Policyholder may report it to ERGO Hestia and upon its approval, increase the sum insured by paying an additional premium.

§ 34

Should any circumstances be revealed that involve a significant change in the likelihood of an accident, either party may demand an appropriate change in the insurance premium from the moment when this circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the contract with immediate effect.

Insurance period and liability period of ERGO Hestia

§ 35

1. The insurance period is determined in the insurance contract.
2. The insurance period shall begin on the date and at the time agreed by the parties to the contract, indicated in the policy.
3. The insurance contract may be concluded for a period of one year or for less than one year (short-term contract).

§ 36

1. The liability of ERGO Hestia shall start at the date and time specified in the contract as the commencement of the insurance period, provided that the premium or its first instalment is paid before the date specified in the contract, subject to the provisions of sections 2 and 3.
2. If ERGO Hestia is liable prior to the payment of the premium or the first instalment, and the premium is not paid on time, ERGO Hestia may terminate the contract with immediate effect and demand payment of the premium for the period in which the coverage was provided. If the contract is not terminated, it expires at the end of the period for which the unpaid premium was due.
3. A failure to pay the next instalment of the insurance premium in the amount and by the date specified by ERGO Hestia shall lead to the cessation of ERGO Hestia's liability, provided that upon the expiry of the deadline for payment of the next instalment of the insurance premium, ERGO Hestia requests that the Policyholder make the payment with a warning that non-payment within 7 days of the date of delivery of the request shall result in the cessation of the liability.

4. If the date of payment of the premium or the first premium instalment before the beginning of the insurance period is set, the provisions of sections 1 and 3 above shall apply to the consequences of late payment.
5. If the payment is executed by a bank transfer or postal order, the payment date shall be the date of ordering the payment in the bank or in the post office to the appropriate account of the Insurer, provided that there are sufficient funds in the Policyholder's account; otherwise, the payment date shall be the date of crediting ERGO Hestia's account with the required amount.
6. The payment of a premium or a premium instalment is understood as the payment of the amount arising from the insurance contract.
7. The liability of ERGO Hestia shall end upon the lapse of the insurance period, unless the insurance contract has expired earlier.

Obligations of the Policyholder and the Insured

§ 37

1. The Insured is obliged to inform ERGO Hestia of all circumstances known to the Insured about which ERGO Hestia asked in the offer form or prior to the conclusion of the contract in other documents. Should the Policyholder conclude the insurance contract via a representative, the same obligation shall apply to the representative and shall additionally extend to circumstances known to the representative. In the event of the conclusion of the insurance contract by ERGO Hestia despite the lack of answers to specific questions, the circumstances which have been left out shall be considered immaterial.
2. Throughout the duration of the insurance contract, the Policyholder shall immediately notify ERGO Hestia of any changes to circumstances which may affect the increased probability of any incident enquired about by ERGO Hestia in the insurance application or in other documents prior to the conclusion of the insurance contract.
3. If the insurance contract is concluded for the account of a third party, the obligations referred to in sections 1-2 above apply both to the Insured and to the Policyholder, unless the former was not aware that the contract was concluded for his or her account.

Claim procedure

§ 38

1. In the event of an accident, the Insured shall be obliged to:
 - 1) use all available measures in order to salvage the subject of insurance, and prevent or reduce the size of the loss;
 - 2) undertake measures necessary for ERGO Hestia to effectively pursue its rights and to safeguard the possibility of asserting claims for damages against persons responsible for the loss, in particular:
 - a) call the police when there are casualties or the loss was caused by a crime;
 - b) in other cases where the police were not called, write a statement with the perpetrator of the event in which the circumstances of the event should be described and the perpetrator should be indicated, full details of both participants are to be given and ensure that the statement is signed by both parties.
2. If, by wilful misconduct or gross negligence, the Insured failed to use the measures specified in section 1, ERGO Hestia shall be released from liability for the resultant damage.
3. ERGO Hestia shall, up to the amount of the sum insured, reimburse costs resulting from the application of measures referred to in section 1, if such measures were justified, even if they proved to be ineffective.

4. In addition, the Insured's obligations include:
- 1) providing ERGO Hestia with the documents necessary for examining a request for payment of compensation, in particular receipts related to costs included in the scope of insurance, including source invoices evidencing the purchase of parts;
 - 2) determining, if possible, the details of other participants and witnesses of the event, as well as determining whether the person who caused the event is insured and in which insurance company, as well as determining his/her insurance policy number confirming the conclusion of the insurance contract against third-party liability for motor vehicle owners; and preparing a written protocol regarding the cause of the loss;
 - 3) immediately, no later than 24 hours after the occurrence of the event or becoming aware of it, informing the local police unit of the theft of the vehicle, theft of keys, theft of vehicle documents or any other loss that could arise as a result of a crime, as well as any event causing serious damage to the insured property, including the filing of an application to prosecute the parties responsible for causing the loss;
 - 4) immediately, no later than within 3 days from the date of the occurrence of the loss or of obtaining information about the loss, notifying ERGO Hestia of the loss through the Emergency Centre, using the telephone number: 0 801 107 107 or 58 555 6 555 or 58 555 5 555;
 - 5) enabling ERGO Hestia to take steps to determine the circumstances of the loss, its type and extent, as well as providing any explanations in this respect and providing evidence necessary for the correct claim adjustment;
 - 6) completing all documents required by ERGO Hestia, in particular the claim report form, which should describe the actual course of the event and the circumstances of the loss,
 - 7) adhering to ERGO Hestia recommendations, providing information and authorisations necessary for the proper claim adjustment.
5. The consequences of failure to notify ERGO Hestia of an incident shall not occur if ERGO Hestia is duly and timely informed of its circumstances.
6. The Insured is also obliged to provide other documents which ERGO Hestia considers necessary to examine the claim for payment of compensation.
7. ERGO Hestia reserves the right to verify the receipts, cost estimates and other documents submitted by the Insured and to consult specialists.
8. The Insured is obliged to replace the lock cylinders immediately and to change codes for the anti-theft devices of the vehicle, so that they cannot be disabled with lost or stolen keys. In the event of failure to comply with the above obligation due to gross negligence or wilful misconduct, ERGO Hestia shall be free from liability in the event of theft of the vehicle or theft of the elements of its internal equipment.

§ 39

Notwithstanding the obligations set out in § 38(1) and § 38(4), the Insured shall be obliged to:

- 1) subject to the provisions of § 41, refrain from making any changes to the vehicle (except for replacement of locks in the case referred to in § 38(8) above) and to refrain from commencing the repair of the vehicle without prior inspection by a representative of ERGO Hestia and obtaining his/her consent – ERGO Hestia may not invoke this provision if its representative has not made an inspection within 7 days of the occurrence of the loss or from the date of indicating the location of the vehicle for inspection, whichever is the later,
- 2) in the case of theft of the vehicle, submit to ERGO Hestia documents confirming the vehicle's origin and enabling its identification (in particular, a brief, customs document, sales contract, invoice, log book (if issued), vehicle registration certificate, temporary approval) and all sets of keys (not less than the number indicated in the insurance application, together with a set of operational anti-theft activators, unless the vehicle was lost due to robbery).

§ 40

If the Insured, due to wilful misconduct or gross negligence, fails to meet obligations specified in § 37, § 38(1) and § 38(4) and § 39, ERGO Hestia shall refuse to pay compensation in full or in a relevant part, depending on what bearing on the determination of causes, circumstances of the event or the amount of compensation such failure had and whether it is in any way connected to the event in question.

§ 41

1. In the case of a loss suffered outside the territory of the Republic of Poland, the Insured shall not make any alterations to the damaged vehicle or to attempt to repair it without the consent of ERGO Hestia or its representative, except for repairs necessary to continue safe driving, the cost of which should not exceed EUR 1,200 (net). The reimbursement of the costs of this repair shall be effected in the country on the basis of original receipts indicating the recipient, taking into account the scope and option of the insurance contract concluded. The nominal value of foreign currency is translated into PLN based on table A or table B of the average foreign exchange rate published by the National Bank of Poland, applicable as at the date of the loss event.
2. If the vehicle's repair carried out abroad without the consent of ERGO Hestia is not necessary to continue safe driving, and its costs are higher than the costs of a similar repair within the territory of the Republic of Poland, a claim for compensation exceeding the costs of repair within the territory of the Republic of Poland shall not be acknowledged by ERGO Hestia. If a claim is accepted, the compensation shall be determined and paid after the return to the country, in accordance with the prices in force in the Republic of Poland.

Super simplified claim adjustment

§ 42

1. If a loss is notified pursuant to § 38(4)(4) above, the Emergency Centre, on the basis of the information provided, may propose a simplified claim settlement procedure (Super Simplified Claim Adjustment).
2. The Emergency Centre shall provide the claimant with detailed rules of procedure in order to benefit from the Super Simplified Claim Adjustment.
3. If a Super Simplified Claim Adjustment is made, the aggrieved party shall, at its own cost, repair the damaged vehicle to the extent agreed with the Emergency Centre.
4. Notwithstanding the variant of the motor hull insurance contract, a detailed invoice from the repair facility, documenting the repair of the vehicle, must be presented.
5. ERGO Hestia shall reimburse the incurred and invoiced costs of the vehicle's repair, taking into account the selected scope of insurance and the amount of franchises and excesses.

Payment of compensation

§ 43

1. The beneficiary shall be required to prove the legitimacy of the reported claim.
2. ERGO Hestia shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to its own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation or the settlement reached with the beneficiary or the valid decision of the court.

§ 44

1. Compensation is paid to the Insured or a person authorised by the Insured.
2. For loss to a vehicle constituting a part of inheritance, compensation is paid to the heirs upon the presentation of a court decision on the acquisition of the inheritance or a confirmation of succession.
3. The payment of compensation for the lost vehicle shall depend on its deregistration and transfer of its ownership to ERGO Hestia.
4. In the case of finding the vehicle or its parts, ERGO Hestia, at the request of the Insured, may transfer the ownership of the vehicle to the Insured, subject to full or partial reimbursement of paid compensation.

§ 45

1. ERGO Hestia shall pay the compensation within 30 days from the date of receiving notification of an event.
2. If it is impossible to clarify the circumstances necessary to establish the liability of ERGO Hestia or the amount of compensation within the period specified above in section 1, the compensation shall be paid within 14 days from the date when these circumstances could be clarified with due diligence. However, ERGO Hestia shall pay the indisputable part of compensation within the period specified in section 1.
3. If the claimant is not entitled to compensation or is entitled to another amount than that specified in the submitted claim, ERGO Hestia shall notify thereof the claimant in writing, indicating the circumstances and the legal basis justifying a full or partial refusal to pay the compensation, together with an instruction about an option to pursue claims in court.
4. Unless otherwise agreed, the sum of money paid by ERGO Hestia cannot exceed the loss incurred.

§ 46

If the same vehicle is insured simultaneously against the same risk with a number of insurance companies for sums insured which, in combination, exceed its insurance value, the Policyholder may not claim a benefit in excess of the extent of the loss. Between insurers, each of them shall be liable pro rata to the sum insured or limit of liability accepted compared to the total sums or limits arising from double or multiple insurance.

§ 47

If the person entitled to file a claim does not agree with the decisions of ERGO Hestia regarding the refusal of a claim settlement or the amount of compensation, this person may, within 30 days of receiving the notification, submit a written request for reconsideration of the case by the Management Board of ERGO Hestia.

Insurance subrogation

§ 48

1. As of the date of payment of compensation, the claim of the Insured against a third party liable for damage, within the meaning of § 3(10), shall pass to ERGO Hestia up to the amount of compensation paid.
2. The claim, referred to in section 1, shall not pass to ERGO Hestia if the person who caused the loss is a person with whom the Insured lives in the same household or a person authorised to use the vehicle, unless this person caused the loss wilfully.
3. The Insured shall be obliged to provide ERGO Hestia with any information and documents, and take any measures necessary for the effective pursuit of claims by ERGO Hestia, as specified in section 1 above.

4. If the Insured, without ERGO Hestia's consent, waives his or her rights against third parties in respect of a loss or fails to comply with the obligations resulting from § 38(4)(2) and § 48(3) above, ERGO Hestia may refuse to pay compensation either in whole or in part, and if the compensation has already been paid, ERGO Hestia may demand repayment.

Expiration of the insurance contract

§ 49

1. If the insurance contract was concluded for a period longer than 6 months, the Policyholder is entitled to withdraw from the contract within 30 days of its conclusion, and if the Policyholder is an entrepreneur, within 7 days of its conclusion. If, by the time of conclusion of the contract, ERGO Hestia has not informed the Policyholder, who is a consumer, about the right to withdraw from the contract, the 30-day period shall commence on the date when the Policyholder, who is a consumer, learns about such right. Withdrawal from the insurance contract shall not release the Policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided the coverage.
2. A consumer who concluded an insurance contract by remote means may withdraw from the contract without giving reasons, by submitting a written declaration, within 30 days from the date of notification about concluding the insurance contract or from the date of confirming the information referred to in Article 39(1) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827), whichever date is later. The time limit is considered observed if the declaration is sent before the lapse thereof.
3. In the event of passing or transfer of ownership of a vehicle, the rights under the insurance contract may not be transferred to the new owner of the vehicle. The insurance relationship shall cease upon passing or transferring of ownership of the subject of insurance to the new owner of the vehicle.
4. In the case of the existing User purchasing a leased vehicle, the rights under the insurance contract shall be transferred to the User, subject to prior notification to ERGO Hestia of the purchase of the leased vehicle together with a request for a transfer to the User of rights under the insurance contract, no later than on the date of purchasing that vehicle.
5. In the event of transfer of the rights referred to in section 4 above, the obligations of the transferor shall also be transferred to the transferee. Despite such transfer of obligations, the transferor and the transferee are jointly and severally liable for the payment of the premium for the period until the ownership of the insurance subject is transferred to the transferee.
6. In the event of an assignment as collateral of the insured vehicle, the insurance contract shall not be terminated, provided that ERGO Hestia is notified about this fact no later than on the date of this assignment.
7. The regulations in sections 3–5 above shall not apply to the transfer of liabilities that arose or may arise as a result of the occurrence of an accident stipulated in the contract.

§ 50

1. If the contract expires as a result of withdrawal or transfer of the vehicle's ownership specified in § 49, at the request of the Policyholder, the premium for the unused period of insurance cover shall be reimbursed, subject to sections 2–3 below.
2. In the event of a change of ownership of the vehicle referred to in § 49(3), the request for premium reimbursement shall additionally require proof of the transfer of the vehicle's ownership.
3. The unused insurance period is calculated from the date following the insurance contract termination.

§ 51

In the event of a total loss, the insurance contract in the part relating to this vehicle shall expire as of the date of occurrence of such total loss.

Final provisions

§ 52

1. All notifications and representations of the parties to the contract shall be submitted in writing against receipt or shall be sent by registered mail.
2. The parties may agree in the insurance contract that the notifications and representations of the parties shall be submitted by e-mail, text message (SMS), fax or telephone to the e-mail addresses indicated by the parties, to the ERGO Hestia's hotline number, or to the mobile or landline number indicated by the Policyholder, respectively.

§ 53

1. The Policyholder, the Insured, the assured or the beneficiary under the insurance contract, a person pursuing claims under the provisions of the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, as well as persons seeking insurance coverage or insurance guarantee providers may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) by using an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5 555;
 - c) in writing to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing during a visit to a business unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.
 - 2) Complaints shall be investigated by an organizational unit established for this purpose by ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other permanent data carrier, or by e-mail if so requested by the complainant.
 - 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. In the event of it being necessary to extend the time limit for replying to a complaint, the complainant shall be notified of it within 30 days.
 - 5) Persons listed in section 1, in non-standard cases, may refer to ERGO Hestia's Customer Spokesperson through the online form available at: www.ergohestia.pl.
 - 6) An individual lodging a complaint may apply for the case to be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning the services provided by a multi-agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to insurance coverage.
 - 1) Complaints not related to the insurance coverage provided shall be submitted directly to the agent who provided the insurance distribution services. Complaints shall be handled directly by that agent. In the event of ERGO Hestia receiving such a complaint, ERGO Hestia shall forward the complaint without delay to the agent, while notifying the complainant thereof.

§ 54

1. Insurance contracts are concluded under the provisions of the Polish law.
2. Disputes arising from the insurance contract are examined under the Polish law and may be pursued before courts of general jurisdiction, or before courts competent for:
 - 1) the place of residence or establishment of the Policyholder, Insured or the beneficiary under the insurance contract;
 - 2) the place of residence of an heir to the Insured or to the beneficiary.
3. The Parties to the insurance contract may submit any disputes arising thereunder to arbitration.
4. Disputes arising from the Insurance Contract between the Policyholder, the Insured or any other beneficiary under the insurance contract, being an individual and the Insurer, may be examined by way of an out-of-court procedure before the Financial Ombudsman, Al. Jerozolimskie 87, 02-001 Warsaw, Poland, www.rf.gov.pl, the entity authorised to conduct the out-of-court procedure according to the provisions of the Act of 5 August 2015 on handling complaints by financial market entities and the Financial Ombudsman.

§ 55

These General Terms and Conditions of Insurance shall enter into force on 1 October 2018 and shall apply to insurance contracts concluded as from that date.

Prezes Zarządu



Piotr Maria Śliwicki

Członek Zarządu
ds. Ubezpieczeń



Adam Roman

Appendix No 1 to the General Terms and Conditions of Comprehensive Motor Vehicle Insurance against Loss, Destruction or Damage (Motor Hull Insurance) for Corporate Customers.

Statement of the Personal Data Controller

1. Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A. is the personal data controller. The data subject may contact the personal data controller:
 - 1) in writing, to the address ul. Hestii 1, 81-731 Sopot;
 - 2) by calling 801 107 107 or (58) 555 55 55.
2. The personal data controller has appointed a Data Protection Officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing. The data subject may contact the Data Protection Officer:
 - 1) in writing, to the address: ul. Hestii 1, 81-731 Sopot;
 - 2) via the e-mail address: iod@ergohestia.pl;
 - 3) by using the form in the Personal Data Protection section of the website www.ergohestia.pl.
3. The personal data controller shall process personal data for the purpose of assessing insurance risks, presenting an insurance contract offer, and, in the event of conclusion of the contract, for the purpose of performing thereof, reinsurance, and co-assurance of risks, handling submitted claims, direct marketing of the personal data administrator's own products and services, legally justified interests of the personal data administrator, and managing claims resulting from the concluded insurance contract.
4. In order to determine the amount of the insurance premium, profiling shall be used:
 - 1) Any and all decisions related to profiling shall be made on the basis of data collected during the process of concluding the insurance contract, and, in the case of motor insurance, also on the basis of information obtained through the Insurance Guarantee Fund.
 - 2) Any and all decisions related to remote conclusion of the contract shall be made automatically (without human participation) on the basis of data collected during the process of concluding the insurance contract and on the basis of information obtained through the Insurance Guarantee Fund.
 - 3) In the event of a contract renewal, any and all decisions shall be made automatically based on data collected during the conclusion and performance of a previous insurance contract. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium.
 - 4) Subject to separate consent, insurance risk assessment may include data obtained through the Insurance Guarantee Fund and the National Debt Register.

In the case of direct marketing of the personal data controller's own products and services, profiling shall be used to develop a marketing profile and tailor individual offers.
5. The legal basis for personal data processing:
 - 1) for the purpose of assessing insurance risks, conclude and perform the insurance, reinsurance, and co-assurance contract are necessary for the conclusion and performance of an insurance contract;
 - 2) for the purpose of direct marketing of the personal data controller's own products and services and asserting claims under the concluded insurance contract, the legitimate interest of the personal data controller is justified;
 - 3) for the purpose of examining submitted claims and counteracting insurance crimes, the personal data controller must comply with applicable laws;
 - 4) where separate consent is granted for purposes other than those referred to above, it shall form the legal basis for the processing.

6. Personal data may be transmitted to entities processing personal data at the request of ERGO Hestia, reinsurance companies, other insurance companies for the purposes of co-insurance, and other controllers of personal data, if they have a legitimate interest. Other entities processing personal data at the request of ERGO Hestia include in particular: information technology service providers, data processors for debt recovery purposes, providers of archiving services, Assistance support entities, entities carrying out claim adjustment procedures or insurance agents participating in such procedures. Where separate consent is granted, personal data may be transferred to other insurance companies for direct marketing of their products and services.
7. ERGO Hestia shall transfer personal data to recipients located in countries outside the European Economic Area, if this is necessary for the performance of the concluded insurance contract. ERGO Hestia shall ensure that such data are adequately protected. The data subject may request a copy of the data transmitted and information about the location to which they were transferred. The personal data controller or the Data Protection Officer should be contacted in this regard.
8. Data subjects whose personal data are processed by ERGO Hestia shall have the following rights in connection with the processing:
 - 1) the right to access their personal data;
 - 2) the right to request rectification, erasure or restriction of the processing of their personal data;
 - 3) the right to object to the processing of their personal data, in so far as they are processed for the purposes of direct marketing, including profiling;
 - 4) the right to transfer personal data, i.e. to receive personal data from the controller in a structured, commonly used machine-readable format, and the right to send such data to another controller;
 - 5) the right to lodge a complaint with the supervisory authority responsible for the protection of personal data;
 - 6) the right to withdraw consent, without prejudice to the legality of the actions taken before its withdrawal.
 - 7) in the event of making a decision automatically, the right to question such a decision or express one's own position, or to request human intervention to reanalyse data and obtain an individual decision.
9. In order to exercise the rights referred to in point 8, data subjects are requested to contact the personal data controller or the Data Protection Officer.
10. In the event of the conclusion of the insurance contract, personal data shall be stored until claims under the contract have become time barred or until the statutory obligation to store the data, in particular the obligation to retain accounting documents relating to the insurance contract, has expired. If an insurance contract has not been concluded, and if separate consent is granted, personal data shall be used for the purposes of marketing the personal data controller's own products and services, until the consent to process data for such purpose is withdrawn.
11. The provision of personal data is necessary for the assessment of the insurance risk, as well as for the conclusion and performance of any insurance contract. Failure to provide personal data shall result in the inability to conclude an insurance contract. If separate consent is granted for the processing of personal data for marketing purposes, the provision of data is voluntary.

