

GENERAL TERMS AND CONDITIONS OF PRIVATE LIFE CIVIL LIABILITY INSURANCE

CODE: C-OCŻP-01/16

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The table below indicates which of the provisions in these General Terms and Conditions of Private Life Civil Liability Insurance regulate the matters referred to in Article 17 section 1 of the Act of 11 September 2015 on the Insurance and Reinsurance Activities.

Name of the insurance	Number of the model's editing unit	
	Reasons for payment of claims and other benefits or the surrender value of insurance:	Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits:
Private Life Civil Liability	§5, §6, §24 sections 1-2 §24 section 6.	§3, §7, §8, §9, §10, §13, §17 section 5, §18 section 2 §19 section 2, §20 section 2, §20 section 2 §24 sections 3-5, §27 sections 3-4 §28 section 4.

GENERAL PROVISIONS

§1

- 1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, (hereinafter: "ERGO Hestia"), within the scope of its business, shall conclude insurance contracts with natural persons, legal persons and organisational units that are not legal persons which are given legal capacity under a law (hereinafter: "Policyholder").
- 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. We inform you that in connection with the concluded insurance contract:
 - 1) Sopockie Towarzystwo Ubezpieczeń Ergo Hestia Spółka Akcyjna with its registered office in Sopot, at ul. Hestii 1 (hereinafter: "ERGO Hestia"), shall be the administrator of your personal data, which will be processed by ERGO Hestia to complete the insurance contract and to fulfil legally justified objectives, which are direct marketing of ERGO Hestia's own products and services and pursuit of claims for the insurance contract concluded. The data shall be processed pursuant to Article 23 section 1 point 3) and 5) of the Act of 29 August 1997 on Personal Data Protection (consolidated text, Journal of Laws of 2015, item 2135) and Article 815 of the Civil Code,
 - 2) you have the right to inspect your own personal data and correct them, and the processing of these data for purposes other than the above-mentioned legally justified objectives of ERGO Hestia or of third parties, with which the data are shared, shall require your prior consent.
- 4. ERGO Hestia shall not be liable for the consequences of failure to inform it of circumstances that were to be specified in the application for insurance contract or the consequences of providing incorrect circumstances.
- 5. Prior to concluding an insurance contract, the Policyholder should thoroughly familiarise themselves with the General Terms and Conditions of Insurance.
- 6. Please note that the definitions of terms used can differ from their typical, popular meaning, as well as from the definitions contained in the generally applicable provisions of the law.

§2

- 1. Insurance contracts can be concluded under the terms and conditions agreed by the parties which deviate from the provisions of these General Terms and Conditions of Insurance.
- 2. Additional contractual clauses agreed and signed by the parties should be conducted in writing, otherwise being null and void.

§3

- 1. In accordance with separate Terms and Conditions ERGO Hestia shall conclude civil liability insurance contracts for damages:
 - 1) related to conducting the business activity, and also caused by things delivered or produced by the persons covered by insurance 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 Insured,
 - 4) connected with the use of ships as well as of aircrafts and watercrafts,
 - 5) to the cargo as a result of non-performance or improper performance of a carriage or forwarding contract.
- 2. Civil liability for the damage specified in sec. 1 is not covered by insurance hereunder, notwithstanding the value of the claim.

§4

Within the meaning of these General Terms and Conditions of Insurance:

- 1) **private life activities** shall mean activities related to custody over minor children, the use of an apartment, house, garage or other properties, the possession of pet animals (subject to the provisions of Article 10 (3) and apiaries for purposes other than commercial, bicycles and water equipment as well as related to sports and the use of weapons (subject to the provisions of Article 10 (4) and (5)),
- 2) **franchise deductible** shall mean a value, determined either as a percentage or as an amount, reducing the total insurance benefits for one accident payable for damage to property, unless agreed otherwise,
- 3) **next of kin** shall mean a spouse, cohabitants, siblings, descendants, ascendants, parents-in-law, sons-in-law, daughters-in-law, father-in-law, mother-in-low, stepchildren, adopted and adopting,

- 4) **third parties** shall mean any entities remaining outside the insurance relationship resulting from the insurance contract signed with ERGO Hestia,
- 5) **personal injury** 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
- 6) **damage to property** 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,
- 7) **money** shall mean domestic and foreign currency, checks, bills of exchange, and other documents replacing cash and gold, silver and products from these metals, precious stones and pearls, as well as platinum and other platinum metals,
- 8) **incident** shall mean death, health disorder, detriment to health, impairment or destruction of property,

SUBJECT MATTER OF INSURANCE AND INSURANCE COVERAGE

§5

- 1. The subject matter of the insurance is the civil liability of the Insured for damages caused to third parties in connection with private life activities.
- 2. The insurance contract covers damage resulting from an incident that took place during the insurance period, regardless of the time when the relevant claims were filed by the injured parties, while any damage resulting from the same incident or occurring for the same reason, regardless of the number of the injured parties, is considered to be one incident and is assumed to have taken place upon occurrence of the first damage.

§6

The insurance covers civil liability of the Insured and their next of kin residing permanently and running the household together with the Insured.

§7

The insurance contract does not cover claims for the execution of contracts and the reimbursement of expenses incurred in connection with the execution of contracts.

§8

The insurance does not cover damage caused intentionally by persons covered by the insurance and persons they are liable for.

- 1. The insurance does not cover civil liability for any damage:
 - 1) for which the person covered by insurance is liable as a result of assuming civil liability of a third party under a contract or as a result of extending one's own civil liability resulting from the generally applicable provisions of law,
 - 2) sustained by persons close to the persons covered by the insurance or persons employed by him, regardless of the legal basis of employment,
 - 3) consisting of the occurrence of pure financial losses, not associated with property damage or personal injury,
 - 4) caused in connection with the infringement of copyright, patents, trademarks and brand names,
 - 5) caused in connection with properties being used in return for payment by third parties under lease contract, rental contract, lending for use contract, or any other similar title.
 - 6) to monetary values, documents, plans, archive resources, philatelic and numismatic collections or works of art,
 - 7) resulting from the transmission of infectious diseases about the existence of which a person covered by insurance knew or could have found out by exercising due care,
 - 8) caused by soil subsidence, earth slides, flooding of area by still or flowing waters, and by the backflow of liquid in sewage systems,
 - 9) caused by fungal attack, prolonged exposure to noise, vibrations, temperature, water, gases, dusts, bacteria, viruses. Slow action shall be considered the action of factors that impact the environment on an ongoing basis, leading to injury which may not be attributed to sudden and unexpected features,
 - 10) covered under geological or mining laws,
 - 11) damage to any movable objects which the persons covered by insurance used under lease contract, rental contract, leasing contract, lending for use contract, or any other similar title.

- 12) damage arising directly or indirectly from emission, leakage or any other form of penetration of any hazardous substance into the air, water or land,
- 13) resulting from nuclear activity, radioactive contamination, laser and maser rays, and magnetic and electromagnetic fields,
- 14) connected with warfare, martial law and state of emergency, civil war, social disturbances, riots, strikes, lockouts, social unrest and acts of terrorism and sabotage,
- 15) in connection with possessing or using any mechanical vehicles.
- 2. The insurance does not cover fines, administrative, judicial or any other financial penalties, including punitive damages, imposed on persons covered by the insurance.
- 3. The parties may agree on introducing a deductible franchise to the contract.

§10

Unless the insurance protection has been expanded by an additional premium, the insurance does not cover damage:

- 1) occurred outside the Republic of Poland,
- caused by domestic help or a babysitter hired by the Insured, although if the risk is included in the insurance contract, damage caused to the Insured or their next of kin are excluded, as well as damage which can be covered by the civil liability insurance contract concluded by the domestic help or babysitter,
- caused by dogs with visible features of the following breeds (whether or not having a pedigree): Caucasian shepherd dog, English bulldog, Doberman, Rottweiler, Jagdterrier, Sealuham terrier, Karelian bear dog, German spaniel, Chow-chow, Borzoi, Afgan hound, Sloughi, Saluki,
- 4) connected with firearms,
- 5) caused in relation to amateur skiing and sports in an organised sports team or sports club.

METHOD OF CONCLUDING AN INSURANCE CONTRACT

§11

- 1. The insurance contract is concluded on the basis of an application, and the policy is the confirmation of the conclusion of the contract.
- 2. The application should specify at least the following data:
 - 1) name and address of the Policyholder,
 - 2) name and address of the Insured, if the insurance contract is concluded on behalf of a person other than the Policyholder
 - 3) insurance period,
 - 4) proposed amount of cover,
 - 5) number and total damage volume caused over the last 5 years.
- 3. ERGO Hestia may stipulate that an insurance contract will be concluded on condition that additional information related to the insurance contract is provided.
- 4. If the application does not include all data specified in section 2 or is prepared in an incorrect manner or contrary hereto, the Policyholder should, at the request of ERGO Hestia, supplement the application as appropriate or prepare a new one within 14 days from the date of receiving a letter from ERGO Hestia.
- 5. If in response to a submitted quotation, ERGO Hestia provides the Policyholder with an insurance document containing provisions which diverge to the Policyholder's detriment from the contents of the quotation it filed, the Insurer shall point this out to the Policyholder in writing at the delivery of that document, giving the Policyholder at least seven days to voice an objection. In the event of failure to perform this obligation, the changes made to the Policyholder's disadvantage are not effective, and the insurance contract is made in accordance with the contents of the offer. If there is no objection, the insurance contract shall come into effect in accordance with the content of the insurance document on the day following the deadline for lodging an objection.

INSURANCE CONTRACT FOR THE ACCOUNT OF A THIRD PARTY

- 1. The Policyholder may conclude the insurance contract for the account of a third party (for the account of the Insured).
- 2. ERGO Hestia may raise a claim for payment of the premium only against the Policyholder. A charge affecting ERGO Hestia's liability may also be raised against the Insured.

- 3. Unless otherwise agreed, the Insured shall be entitled to claim the due benefit directly from ERGO Hestia; however, such an arrangement may not be made if the incident has already occurred.
- 4. The Insured may demand that ERGO Hestia provide them with the information on the provisions of the signed insurance contract and on the General Terms and Conditions of Insurance insofar as they relate to the rights and obligations of the Insured.
- 5. In the case of concluding the insurance contract for the account of a third party, the Policyholder undertakes to deliver the General Terms and Conditions of Insurance to the Insured. If the Insured agrees to the Policyholder to finance the cost of the premium, the Policyholder delivers the General Terms and Conditions of Insurance to the Insured prior to the Insured's consent. The Insured must confirm in writing the receipt of the General Terms and Conditions of Insurance. The Policyholder must provide ERGO Hestia with a document with such a confirmation.

AMOUNT OF COVER AND PREMIUM

§13

The insurance contract specifies the amount of cover, which is the limit of ERGO Hestia's liability regarding one incident.

§14

- 1. The insurance premium is calculated based on the rate applicable on the insurance contract date, after the risk assessment.
- 2. The premium may be decreased:
 - 1) if the Insured runs the household or raises children on their own,
 - 2) due to a deductible franchise for damage to property introduced into the contract,
 - 3) due to the term of insurance shorter than 12 months.
- 3. The premium may be increased due to:
 - 1) applying amount of cover higher than specified in the tariff ,
 - 2) an expansion of the insurance protection,
 - 3) payment of premium in instalments.
- 4. ERGO Hestia may, in cases justified by the type or size of business, the damage reported or other material factors affecting the risk assessment, determine the insurance premium taking into account the terms and conditions of the obtained reinsurance coverage.
- 5. At the Policyholder's request, the payment of the premium may be divided into instalments. The term of payment of subsequent instalments and their amount are determined in the insurance contract.

INSURANCE PERIOD AND DURATION OF ERGO HESTIA'S LIABILITY

§15

- 1. The insurance period is specified in the insurance contract.
- 2. The insurance period commences at the date agreed by the parties to the contract.
- 3. The insurance period shall last for one year, unless the insurance contract has been concluded for a shorter term (short-term insurance).

- 1. ERGO Hestia's liability commences at the date and time specified in the insurance contract as the beginning of the insurance period, provided that the premium or its first instalment has been paid on the contract signing date or no later than on the day preceding the beginning of the insurance period, unless another payment deadline has been specified, subject to provisions 2–7.
- 2. If ERGO Hestia is liable before the premium or the first premium instalment is paid, and the premium is not paid when due, ERGO go Hestia may terminate the insurance contract effective immediately and demand payment of the premium for the period during which the coverage was provided. If not terminated, the insurance contract will expire at the end of the period for which the non-paid premium has fallen.
- 3. Should the premium be paid in instalments, failure to pay another premium instalment when due can result in ERGO Hestia's liability ceasing, only when after the deadline ERGO Hestia calls on the Policyholder to pay the premium in the specified amount, with the note that failure to pay within 7 days of service of the call shall trigger cessation of liability.

- 4. Termination of the insurance contract does not deprive ERGO Hestia of their right to request to pay the premium proportionally to the period in which the Insurer provided coverage.
- 5. If payment is made by bank transfer or postal order, the date of payment shall be the date of order at bank or postal office provided that when paying by bank transfer, the Policyholder's bank account is credited with the relevant amount. Otherwise, the payment date shall be the date of crediting ERGO Hestia's account with the relevant amount.
- 6. The payment of an amount lower than that specified in the insurance contract is not considered the payment of the premium or of a subsequent premium instalment.
- 7. The liability of ERGO Hestia shall expire upon the expiration of the insurance period unless the insurance relationship expired before that date.

RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE INSURANCE CONTRACT

§17

- 1. The Policyholder shall notify ERGO Hestia of all the circumstances they are aware of, about which ERGO Hestia asked in the offer form or before the conclusion of the contract in other letters. If ERGO Hestia has made the insurance contract despite the Policyholder's failure to answer particular questions, the omitted circumstances are considered insignificant.
- 2. During the period of the insurance contract, the Policyholder shall promptly notify ERGO Hestia of any changes in the circumstances referred to in §17(1).
- 3. If the Policyholder makes the insurance contract through a representative, the obligation specified in sec. 1 also applies to the representative and additionally includes circumstances known to the representative.
- 4. If the insurance contract is concluded for the account of a third party, obligations specified in section 1 and 2 shall apply both to the Policyholder and the Insured, unless the Insured was not aware of the insurance contract having been signed for its account.
- 5. ERGO Hestia shall not be liable for the consequences of circumstances of which it has not been notified in violation of sections 1 and 4. If the breach of the provisions included in sections 1 and 4 resulted from wilful misconduct, then, in case of doubt, it is assumed that the incident provided for in the insurance contract and its consequences are the result of circumstances referred to in the previous sentence.

§18

- 1. The Insured shall remove specific risks, the removal of which, if appropriate, may have been demanded by ERGO Hestia and have been demanded in the letters addressed to the Insured; the causes underpinning the damage shall be considered particularly dangerous risks.
- 2. If the Insured has failed to perform the above duty within the time limit set forth by ERGO Hestia, the latter shall be released from liability for damages arising past the specific deadline as a result of non-removal of the designated risk to the extent that the non-performance of duty has had an impact on the damage or the volume thereof.

§19

- 1. In the event of an accident, the Insured shall take recourse to available measures with a view to preventing or mitigating the damage.
- 2. If, due to wilful misconduct or gross negligence, the Insured fails to employ the means referred to in section 1, ERGO Hestia is released from liability for the resulting damage.

§20

- 1. If an incident happens, the Insured is further obliged to:
 - 1) notify ERGO Hestia immediately after the incident or after learning about the incident,
 - 2) follow the ERGO Hestia's recommendations by providing them with information and the necessary authorisations.
- 2. In the event of a breach, by wilful misconduct or gross negligence of the obligation of prompt notification set out in section 1, ERGO Hestia may reduce the compensation commensurably, if the breach contributes to increase of the damage or prevents ERGO Hestia from establishing the circumstances and consequences of an accident.

§21

1. If any claim is filed for redress of damage, the Insured must refrain from taking any steps aimed to satisfy the injured party, to acknowledge its claims or to enter into a settlement with it, until the Insurer gives its written consent thereto.

2. The satisfaction or acknowledgement by the Insured of the injured party's claim without the required written consent does not affect the ERGO Hestia's liability.

§22

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 a demand is made, the other party may, within 14 days, terminate the insurance contract with immediate effect.

ERGO HESTIA'S LIABILITY

§23

Within the limits of the coverage provided, ERGO Hestia is obliged to assess the facts and the legal situation, and either to accept the claim and pay the compensation or to defend the Policyholder against an unjustified claim.

§24

- 1. ERGO Hestia shall pay to the eligible person the compensation due determined under the provisions of civil liability of the persons covered by insurance.
- 2. At any time ERGO Hestia has the right to pay the compensation in the amount of cover or a lower amount which may be used to satisfy the claims arising from the event, releasing themselves from further obligation to handle the case and incur other costs.
- 3. ERGO Hestia covers:
 - 1) the fees of experts appointed with ERGO Hestia's written consent to establish the circumstances or the extent of damage, up to a maximum of 20% of the amount of cover,
 - 2) the necessary costs of legal defence in a litigation pursued at the request or with the written consent of ERGO Hestia; if as a result of the incident giving rise to the Insured's liability covered by insurance, criminal proceedings are initiated against the perpetrator, ERGO Hestia bears the costs of legal defence if the Insurer requested appointment of a defence counsel or agreed to cover those costs, up to a maximum of 20% of the amount of cover,
 - 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.
- 4. Costs referred to in section 3 are refunded up to the amount of cover.
- 5. ERGO Hestia does not cover costs referred to in section 3 (1) and (2) if based on the circumstances it is apparent that the claim is not covered by the insurance.
- 6. Reimbursement of the costs referred to in sec. 3 shall not be decreased by franchise deductible.

PAYMENT OF COMPENSATION

§25

- 1. ERGO Hestia shall pay compensation based on its acknowledgement of a claim submitted by the beneficiary under the insurance contract, as a result of the findings from its own investigation to determine the facts regarding the damage, the legitimacy of claims and the amount of compensation, within 30 days from the date of notification about the incident, of a settlement with the beneficiary or a final court decision,
- 2. If it was impossible to determine the circumstances necessary to establish ERGO Hestia's liability or the amount of benefit by the deadline specified in section 1, the benefit ought to be delivered within 14 days following the day on which it was possible to determine those circumstances while exercising due care; however, the indisputable part of the compensation is paid by ERGO Hestia within the deadline determined in section 1.

- 1. The amount paid by ERGO Hestia cannot be higher than the damage incurred.
- 2. The compensation shall be decreased by the franchise deductible if it has been entered into the insurance contract.

§27

- 1. If criminal or civil proceedings for payment of compensation have been initiated against the Insured, the Insured is obliged without unnecessary delay after receiving a document confirming the initiation of proceedings (pleading, lawsuit, decision or another document), to deliver that document to ERGO Hestia. In addition, the Insured is obliged to cooperate with ERGO Hestia in order to allow them to join the proceedings alongside ERGO Hestia to defend them against any unreasonable claim, to enter into a settlement or admit the claim. ERGO Hestia will take the decision on joining the proceedings within the limits of the coverage provided, provided that they consider appropriate to join the dispute as an outside intervener.
- 2. The Insured is obliged to deliver to ERGO Hestia the court rulings in the matters specified in section 1 within such time so as to enable the Insurer to appeal.
- 3. If the Insured breaches obligations set forth in section 1 or 2 by wilful misconduct or gross negligence, ERGO Hestia may raise a defence against the Insured under Article 82 of the Polish Code of Civil Procedure and thus refuse to pay the compensation.
- 4. If criminal proceedings have been initiated against the accident perpetrator, or the injured party initiates legal action to receive the compensation, and the Insured has failed to fulfil their obligations under Article 20 section 1 or Article 27 section 1 or 2, ERGO Hestia does not cover costs referred to in Article 24 section 3 (2) and the interest or costs of proceedings awarded in the court proceedings against the Insured.

SUBROGATION

§28

- 1. On the date of compensation payment, ERGO Hestia takes over the claim of the Insured against a third party responsible for damage, to the amount of the compensation paid.
- 2. The claim referred to in section 1 is not transferred to ERGO Hestia if the perpetrator of the damage is the person with whom the Insured shares the same household, unless the perpetrator caused the damage intentionally.
- 3. The Insured shall provide ERGO Hestia with all the information and documents required for the effective enforcement of rights by ERGO Hestia and to take steps required for the effective enforcement of the Insurer's rights.
- 4. Where the Insured without the consent of ERGO Hestia waives the rights vested in it from third parties in respect of damage and in the event of failure to perform the duties referred to in sec. 3, due to wilful fault or gross negligence, ERGO Hestia may refuse to pay compensation to the Insured in whole or in part, and in the event that the compensation has already been paid, it shall be reimbursed in full or in part.

EXPIRATION OF INSURANCE

§29

- 1. If the insurance contract is concluded for a term longer than 6 months, the Policyholder shall have the right to rescind the insurance contract within 30 days, or if the Policyholder is a company within 7 days following the signing of the insurance contract. If ERGO Hestia did not inform, at the latest on the date when the contract was signed, the Insured who is a consumer about their right to withdraw from the contract, the time limit of 30 days runs from the day on which the Policyholder who is a consumer became aware of this right.
- 2. The consumer who concluded a distance contract has the right to withdraw from the contract within 30 days from being notified about the conclusion of the insurance contract or from the date of the confirmation of information referred to in Article 39 section 1 of the Consumer Rights Act of 30 May 2014, provided that it is a later date. The deadline shall be deemed to have been observed if the declaration was sent prior to its expiry.
- 3. Rescinding an insurance contract shall not release the Policyholder from their obligation to pay the premium for the period during which ERGO Hestia provided coverage.
- 4. The Policyholder can rescind the contract in the manner described in §30.

FINAL PROVISIONS

§30

1. All notices and statements of the parties to the insurance contract should be made in writing and delivered against receipt or sent by registered post, subject to section 3.

- 2. The parties shall be obliged to inform one another of a change in residence address or registered office.
- 3. In the insurance contract, the parties may agree that any notification or declaration submitted by the parties thereto will be delivered to the other party thereto by means of electronic mail (e-mail), text message, fax or phone to the e-mail address indicated by the parties, phone number of ERGO Hestia's helpline or the mobile or landline number indicated by the Policyholder, as appropriate.

§31

In cases not regulated in the insurance contract, the parties shall apply generally applicable provisions of the law.

§32

- 1. Insurance contracts shall be concluded under Polish law.
- 2. Any disputes arising under the insurance contract shall be resolved according to Polish law, and claims can be brought before a court of general jurisdiction or before a court competent for the place of residence or for the registered office of the Policyholder, the Insured or any beneficiary under the insurance contract. The claim action can also be brought according to general provisions or before the court competent for the place of residence or registered office of the beneficiary of the Policyholder or the person entitled under the insurance contract.
- 3. The parties can bring disputes to be settled by arbitration.

§33

- 1. The Policyholder, the Insured or the beneficiary under the insurance contract, who is also a natural person, 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) in writing, to the address of the registered office of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot,
 - 4) orally or in writing during a visit to the unit of Sopockie Towarzystwo Ubezpieczeń ERGO Hestia SA.
- 2. Any complaint shall be handled by an organisational unit established for this purpose by the Management Board of ERGO Hestia.
- 3. A reply to the 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 complaining party.
- 4. In particularly complex cases, preventing the consideration of the complaint and replying within the period specified above, the reply shall be sent within 60 days of the receipt.
- 5. In unusual matters, the persons referred to in section 1 may turn to ERGO Hestia Customer Ombudsperson through the form available at: www.ergohestia.pl.
- 6. The beneficiary under an insurance contract, being a natural person, may apply for consideration of the case to the Financial Ombudsperson.

§35

These General Terms and Conditions of Insurance are effective as of 24 January 2016 and apply to the insurance contracts signed as of that date.

President of the Management Board

Piotr Maria Śliwicki

Member of the Management Board in charge of insurance

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Adam Roman