

GENERALTERMS AND CONDITIONS OF CIVIL LIABILITY INSURANCE OF PHYSICIANS, PHARMACISTS AND OTHER PERSONS PROVIDING MEDICAL SERVICES

The table indicating which of the provisions in these General Terms and Conditions of Insurance Covering Civil Liability of Physicians, Pharmacists and Other Persons Providing Medical Services regulate the matters referred to in Article 17 section 1 of the Act of 11 September 2015 on the insurance and reinsurance activities:

Type of information	Reference
Prerequisites for the payment of compensation and other benefits or the surrender value of insurance:	§5 section 1, §10 section 1, §25 section 1-3, §26 section 1,
Limitations and exclusions of the insurance company's liability authorising it to refuse to pay or to reduce compensation and other benefits:	§5 section 2, §6, §7 section 1, §8, §9, §10 section 1, §13 section 1-2, §14 section 5, §19 section 2, §20 section 2, §21 section 2, §25 section 1-2 and section 4-6, §27 section 1-2, §28 section 4.

GENERAL PROVISIONS

§1

- 1. Under these General Terms and Conditions of Insurance Covering Civil Liability of Physicians, Pharmacists and Other Persons Providing Medical Services, hereinafter also referred to as the General Terms and Conditions, Sopockie Towarzystwo Ubezpieczeń Ergo Hestia SA, hereinafter referred to as the "Insurer," enters into civil liability insurance contracts with natural persons, legal persons and organisational units which are not legal persons, hereinafter referred to as "Policyholders".
- 2. An insurance contract may be concluded for the account of a third party (for the account of the Insured).

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With organised entities employing or involving physicians, pharmacists and other persons providing medical services a group insurance contract may be concluded.

§3

- 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. Any terms and conditions deviating from these General Terms and Conditions of Insurance will be agreed in writing, otherwise being ineffective.

§4

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

- 1) **professional activity** shall mean an act or omission connected with the health care profession,
- 2) **the initial date** shall mean the date of the beginning of the Policyholder's liability in the first civil liability insurance contract conducted between the Policyholder and the Insurer, while preserving the same conditions and extending the insurance contract over the subsequent insurance periods, taking into account the following matters:
 - a) in the case of an extension of the insurance over additional types of damage in a contract concluded for a subsequent insurance period, the initial date for this damage shall mean the date of the beginning of the Policyholder's liability in the contract first extending the liability for this damage,
 - b) in the case of a discontinuity in the insurance, the initial date shall mean the date of the beginning of the Policyholder's liability in the new contract.
- 3) **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,
- 4) **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,
- 5) **persons covered by insurance** shall mean:
 - a) the Policyholder,
 - b) persons on behalf of which the contract was conducted (the Insured),
 - c) persons of whose acts or omission of one the Insured is liable under the provisions of law,
 - d) persons replacing the Insured during their temporary disability or absence, unless the replacing persons have a civil liability insurance on their own.
- 6) **persons providing medical services** shall mean, in particular, nurses and midwives,
- 7) **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,
- 8) **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,
- 9) **group insurance contract** means an insurance contract in which the Policyholder enters into a contract only on behalf of more than one natural person.
- 10) **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,
- 11) incident shall mean death, health disorder, detriment to health, impairment or destruction of property,

SUBJECT MATTER OF INSURANCE AND INSURANCE COVERAGE

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- 1. The subject matter of the insurance is the civil liability of the insured persons for damage to persons or property caused to third parties due to professional malpractice of physicians, pharmacists or other persons providing medical services, including damages caused in connection with providing first aid.
- 2. The insurance contract covers damage resulting from an incident that took place during the insurance period, 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

If the person obliged to redress the damage is the employer of the insured physicians or other natural persons providing medical service, the Insurer's liability is limited to the amount of the recourse claims vested in the employer for the employee.

§7

- 1. The insurance protection shall cover civil liability for damage occurring on the territory of the Republic of Poland.
- 2. Civil liability for damage occurring outside the Republic of Poland may be covered by an additional premium, with the exception of damage occurring in the United States of America and Canada.

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- 1. The insurance shall not cover civil liability for intentional damage caused b the Policyholder or persons they are liable for.
- 2. In addition, the insurance protection shall not extend over civil liability of the Policyholder for damage:
 - 1) caused by the Policyholder who has lost the right to practice the profession or whose right to practice the profession has been suspended,
 - 2) caused in connection with performing administrative proceedings by the Policyholder,
 - 3) resulting from the use of land vehicles, as well as of aircrafts and watercrafts
 - 4) activities performed or abandoned before the initial date.

§9

The insurance shall not cover:

- 1) damage caused to the next of kin of the Policyholder or to persons employed by the Policyholder, regardless of the terms of employment,
- 2) damage caused to the personnel of the same organisational unit or to persons performing professional activities or scientific research in this unit, even if they are not employed therein,
- 3) damage caused by the Policyholder to their employer,
- 4) damage in the form of the loss of or damage to motor vehicles, monetary values, files or documents,
- 5) fines and financial penalties imposed upon the Policyholder,
- 6) financial losses other than those arising from damage to property or personal injury,
- 7) damage for which the Policyholder is liable due to accepting civil liability in the scope exceeding the one resulting from the provisions of law by signing a contract or an agreement,
- 8) damage resulting from HIV transmission, unless specified otherwise,
- 9) damage resulting from the transmission of other communicable diseases, unless specified otherwise,
- 10) damage caused by sewage or waste connected with Policyholder's activities,
- 11) damage resulting from the use of experimental treatment or rehabilitation without the patient's consent (or other person authorised to grant it instead of the patient) or the approvals required for the experiment's project,
- 12) damage caused by failure to comply with the deadlines regarding medical services,
- 13) damage resulting from damage to the genetic code,
- 14) damage caused by failure to achieve a particular result of a procedure or treatment, unless resulting from the nature of the professional activities performed by the Policyholder,
- 15) damage caused by plastic surgery procedures and cosmetic procedures, unless intended to remedy a medical condition or the effects of an injury,
- 16) damage caused by weight-loss drugs,
- 17) damage resulting from the use of X-ray or laser equipment, isotopes or radioactive materials,
- 18) damage to personal use property belonging to a patient,
- 19) damage caused during the acts of war,

20) damage to movable property, which the Policyholder used on the basis of an agreement on letting, lease, leasing, loan or other related legal relationship.

§10

- The insurance contract may be concluded in accordance with the following options at the Policyholder's choice:
 Option A covers civil liability of the Insured from practising the profession within an employment relationship in the scope specified by the provisions of law, as well as tort liability in connection with providing first aid to an accident victim,
 Option B covers civil liability of the Insured for practising the profession:
 - a) within an employment relationship, in the scope specified by the provisions of law,
 - b) within employment under any type of a civil law contract,
 - c) due to the cooperation in a medical committee,
 - d) within individual medical practice or providing medical services on one's own account,
 - e) tort liability in connection with providing first aid to an accident victim.
- 2. The insurance contract must not include different options for individual persons insured.

METHOD OF CONCLUDING THE INSURANCE CONTRACT

§11

- 1. An insurance contract is made on the basis of an insurance application in writing.
- 2. The application should specify at least the following data:
 - 1) name and address of the Policyholder,
 - 2) insurance period,
 - 3) proposed amount of cover,
 - 4) number of insured persons in the case of a group insurance
 - 5) specialty of each insured person,
 - 6) number and total claim amount submitted over the last 5 years.
- 3. The Insurer may stipulate that the insurance contract will be concluded on condition that additional information related to the contract is provided.
- 4. If the application does not include all particulars specified in section 2 or has been prepared in an incorrect manner or contrary to these General Terms and Conditions, the Policyholder should, at the request of the Insurer, supplement the application as appropriate or prepare a new one within 14 days of receiving a letter from the Insurer.
- 5. If, in response to the offer filed, the Insurer submits to the Policyholder an insurance document including provisions which differ, to the detriment of the Policyholder, from the content of their offer, the Insurer is obliged to draw the Policyholder's attention to it in writing while submitting this document, setting at least seven-day deadline for objection. In the event of failure to perform this obligation, the changes made to the Policyholder's disadvantage are not effective, and the contract is made in accordance with the contents of the offer. If there is no objection, the contract will come into effect in accordance with the content of the insurance document on the day following the deadline for the objection.

CONTRACT MADE FOR THE ACCOUNT OF A THIRD PARTY (FOR THE ACCOUNT OF THE INSURED)

§12

- 1. Obligations connected with signing the insurance contract for the account of the Insured will bind both the Policyholder and the Insured, except where the Insured did not know about the contract made for their account. Nevertheless, the obligation to pay insurance premium will bind only the Policyholder.
- 2. The Policyholder's obligations connected with the insurance contract are transferred on the Insured at the time when they became aware of making the contract for their account.
- 3. In the case of signing an insurance contract for the account of a third party, the policy is issued to the Policyholder.
- 4. The Insured has the right to demand payment of the benefit due directly from the Insurer.
- 5. In case of concluding the 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, then 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 the Insurer with a document with such a confirmation.
- 6. Under a group insurance agreement, the Insured may at any time make a written statement of rescission from the said insurance agreement.

AMOUNT OF COVER AND PREMIUM

§13

- 1. The amount of cover determined in the insurance contract constitutes the upper limit of the Insurer's liability.
- 2. Unless otherwise specified in the contract, the amount of cover is established for one and all incidents yearly, jointly for damage to property and personal injury.

§14

- 1. After payment of compensation, the amount of cover shall be reduced by the amount of the compensation paid.
- 2. Upon the Insurer's consent, the Policyholder may replenish the amount of cover by paying an additional premium.

§15

- 1. The amount of the insurance premium shall be determined following an insurance risk assessment which is performed based on the tariff applicable as at the contract date.
- 2. The premium may be reduced due to:
 - a) the limit of the amount of cover lower than the standard one,
 - b) the conclusion of a group insurance,
 - c) the contracted insurance period shorter than one year.
- 3. The premium may be increased due to:
 - a) the limit of the amount of cover higher than the standard one,
 - b) extending the coverage to include additional types of damage,
 - c) payment of premium in instalments.
- 4. The Insurer 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 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 THE INSURER'S LIABILITY

§16

- 1. The insurance period shall be specified in the contract.
- 2. The insurance period commences at the date agreed by the parties to the contract.
- 3. The insurance period lasts one year, unless the contract provides for a shorter period (short-term cover).

§17

- 1. The Insurer's liability commences at the date and time specified in the 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 the Insurer is liable before the payment of premium or the first premium instalment, and the premium is not paid timely, the Insurer may terminate the contract with immediate effect and demand payment of the premium for the period during which the insurance cover was provided. If the contract is not terminated, the contract will expire at the end of the period for which the non-paid premium has fallen.
- 3. Failure to pay the next premium instalment in the amount and within the deadline specified by the Insurer results in the cessation of the Insurer's liability provided that after the expiry of the time limit for paying the premium instalment the Insurer calls on the Policyholder to pay the outstanding amount lying down the condition to pay the premium within 7 days after the date of receiving the call for payment; otherwise the Insurer's liability ceases.
- 4. Termination of the insurance contract does not deprive the Insurer of their right to request to pay the premium proportionally to the period in which the Insurer provided coverage.
- 5. If payment is to be made by bank transfer or postal order, the payment is deemed to be made on the day when the order for payment to the Insurer's relevant bank account is placed with the bank or post office, provided that sufficient funds are deposited on the Policyholder's bank account; otherwise, the payment is deemed to be made when the Insurer's bank account is credited 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 Insurer's liability shall cease upon the expiration of the insurance period unless the insurance relationship expired before that date.

RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT

§18

- 1. The Policyholder must notify the Insurer of all the circumstances it is aware of, about which the Insurer asked in the offer form or before signing the contract in other letters. If the Insurer 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 the Insurer of any changes in the circumstances referred to in §18(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, the obligations defined in §18(1) and §18(2) shall apply both to the Policyholder and the Insured, unless the Insured was not aware that the insurance contract was signed for their account.
- 5. The Insurer is not liable for consequences of circumstances of which they have not been notified in breach of sections 1-4. If the breach of the provisions included in sections 1-4 resulted from wilful misconduct, then, in case of doubt, it is assumed that the incident provided for in the contract and its consequences are the result of circumstances referred to in the previous sentence.

§19

- 1. The Policyholder shall remove specific risks, the removal of which, if appropriate, may have been demanded by the Insurer and have been demanded in the letters addressed to the Policyholder; the causes underpinning the damage shall be considered particularly dangerous risks.
- 2. If the Policyholder has failed to perform the above duty within the time limit set forth by the Insurer, 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.

§20

- 1. In the event of an accident, the Insured is obliged to use any measures available to them to prevent the damage from occurring or to minimise its extent.
- 2. If, due to wilful misconduct or gross negligence, the Policyholder fails to employ the means referred to in section 1, the Insurer is released from liability for the resulting damage.

§21

- 1. If an incident happens, the Policyholder is further obliged to:
 - 1) without unnecessary delay, no later than within the 3 days after the incident or after learning about the incident, notify the Insurer about it,
 - 2) actively co-operate with the Insurer in order to determine all circumstances and causes of the damage as well as its extent,
 - 3) follow the Insurer's recommendations by providing them with information and the necessary authorisations.
- 2. In case of professional malpractice due to the Policyholder's wilful fault or gross negligence specified in section 1, the Insurer may reduce compensation commensurably, if the breach contributes to increase of the damage or prevents the Insurer from establishing the circumstances and consequences of an accident.
- 3. The consequences following the failure to notify the Insurer about the incident shall not apply if the Insurer received a notification about the circumstances of which they ought to be notified within the specified period of time.

§22

- 1. If any claim is filed for redress of damage, the Policyholder 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 their written consent thereto.
- 2. The satisfaction or acknowledgement by the Policyholder of the injured party's claim without the Insurer's required written consent does not affect the Insurer's liability towards the Policyholder.

§23

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

INSURER'S LIABILITY

§24

Within the limits of the coverage provided, the Insurer 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.

§25

- 1. The Insurer 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 the Insurer 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. The Insurer also covers:
 - 1) the fees of experts appointed with the Insurer's written consent to establish the circumstances or the extent of damage,
 - 2) necessary costs of legal defence in a litigation pursued at the request of or with the consent of the Insurer; if, as a result of the accident giving rise to the Policyholder's liability covered by the insurance, criminal proceedings are initiated against the perpetrator, the Insurer incurs the costs of legal defence, if the Insurer requested the appointment of a defence counsel or agreed to cover those costs,
 - 3) the necessary costs of the measures taken by the Policyholder 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. The Insurer is liable for costs referred to in section 3 (1) and (2) in excess of the amount of cover. Where the total amount of claims resulting from an incident exceeds the amount of cover, the Insurer covers such costs in the proportion in which the amount of cover remains to the amount of claims, regardless of the number of litigations initiated; the Insurer's payment of the amount of cover and the portion of costs calculated as specified above releases the Insurer from the obligation to make further payments.
- 5. Costs referred to in section 3 (3) are refunded up to the amount of cover.
- 6. The Insurer 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.

PAYMENT OF COMPENSATION

§26

- 1. The Insurer shall pay the compensation or benefit after acknowledging the claim based on its own findings arising from an investigation to determine the facts, the legitimacy of claims and the amount of compensation within 30 days of receiving a notice about the accident.
- 2. If the circumstances required to establish the Insurer's liability or the amount of the benefit could not be established within the time limit specified in sec. 1, the performance should be completed within 14 days of the date at which the circumstances could be explained while maintaining due diligence, however, the Insurer shall pay the indisputable part of the compensation within the time limit set in sec. 1.

§27

- 1. The amount of the compensation paid by the Insurer cannot exceed the amount of damage suffered.
- 2. The compensation shall be decreased by the franchise deductible if it has been entered into the insurance contract.

§28

1. If criminal or civil proceedings for payment of the compensation have been initiated against the Policyholder, the Policyholder is obliged without unnecessary delay, but no later than within the 3 days after receiving a document confirming the initiation of proceedings (pleading, lawsuit, decision or another document), to deliver that document to the Insurer. In

addition, the Policyholder is obliged to cooperate with the Insurer in order to allow them to join the proceedings alongside the Policyholder to defend them against any unreasonable claim, to enter into a settlement or admit the claim. The Insurer 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 Policyholder is obliged to deliver to the Insurer the court rulings in the matters specified in section 1 within such time so as to enable the Insurer to appeal.
- 3. If the Policyholder breaches obligations set forth in section 1 or 2, the Insurer may raise a defence against the Policyholder under Article 82 of the Polish Code of Civil Procedure and thus refuse to pay the compensation.
- 4. If criminal proceedings were initiated against the person who caused the accident or if the injured party brings an action for compensation and the Policyholder has failed to fulfil their obligations under \$21(1) or \$28(1) or \$28(2), the Insurer shall not cover the costs referred to in \$25(3)(2) and the interest or costs of proceedings awarded in the court proceedings against the Policyholder.

§29

If the person entitled to file a claim disagrees with the findings made by the Insurer as to the refusal to satisfy the claim or as to the amount of compensation, within 30 days it may apply in writing – via the delegation of the Insurer – for re-consideration of the matter by the Management Board of the Insurer.

SUBROGATION

§30

- 1. On the date of compensation payment, the Insurer takes over the claim of the Policyholder 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 the Insurer if the perpetrator of the damage is the person with whom the Policyholder shares the same household, unless the perpetrator caused the damage intentionally.
- 3. The Policyholder shall provide the Insurer with all the information and documents required for the effective enforcement of rights by the Insurer and to take steps required for the effective enforcement of the Insurer's rights.
- 4. Where the Policyholder without the consent of the Insurer 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, the Insurer may refuse to pay compensation to the Policyholder 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 THE INSURANCE RELATIONSHIP

§31

If the insurance contract has been made for a period longer than six months, the Policyholder has the right to withdraw from the insurance contract in writing within 30 days or if the Policyholder is a company – within 7 days from the date on which the contract has been made. If the Insurer did not inform, at the latest on the date when the contract was signed, the Policyholder who is a consumer about its 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. Withdrawing from the insurance contract does not release the Policyholder from their obligation to pay the premium for the period in which the Insurer provided the coverage.

FINAL PROVISIONS

§32

- 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.
- 2. If the party to the insurance contract has changed their address and failed to inform the other party thereto of this fact, any delivery made to the last known address of the party has legal effects as of the moment it would have been delivered had the party not changed the address. The above provisions also apply to the party's registered office.
- 3. In the insurance contract, the parties may agree that notices and statements submitted by the parties to the contract will be delivered to the other party by means of electronic mail (email), text message (SMS), fax or phone to: the e-mail address indicated by the parties, phone number of the Insurer's helpline, or the mobile or landline number indicated by the Policyholder, as appropriate.

§33

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

§34

- 1. Insurance contracts shall be concluded under Polish law.
- 2. Any disputes resulting from the insurance contract are handled according to Polish law.
- 3. The claim action under the insurance contract can be brought according to general provisions or before a court competent for the place of residence or registered office of the Policyholder, the Insured or the person entitled 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.
- 4. Any disputes resulting from the insurance contract between the Policyholder, the Insured or a person entitled under the insurance contract who is a natural person, and the Insurer may be terminated by way of amicable out-of-court settlement before the Financial Ombudsman Al. Jerozolimskie 87, 02-001 Warsaw.

§35

- 1. The Insured, the Policyholder or a person entitled under the insurance contract may submit its concerns regarding the services provided by ERGO Hestia (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 registered address 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. Persons referred to in section 1, who are natural persons, may apply for consideration of the case to the Financial Ombudsman.

§36

The insurance contract shall be governed by Polish law.

§37

These General Terms and Conditions of Insurance shall be effective as of 1 January 2016 and they shall apply to the contracts signed as of that date.

President of the Management Board

Piotr Maria Sliwick

Member of the Management Board in charge of insurance

Adam Roman

www.ergohestia.pl