



## PZU for health

GENERAL TERMS AND CONDITIONS OF OPIEKA  
MEDYCZNA S GROUP LIFE AND HEALTH  
INSURANCE

Code of terms and conditions: Z0GP33, USGP33

Policy number: \_\_\_\_\_

Contact at PZU: \_\_\_\_\_



Information indicating which particular provisions of the General Terms and Conditions of PZU Opieka Medyczna S Group Life and Health Insurance, code of terms and conditions: Z0GP33, UZGP33 (GTCI) apply to the basic terms and conditions of the insurance agreement.

This information forms an integral part of the GTCI and is based on Article 17 Section 1 of the Insurance and Reinsurance Activity Act.

No	Type of information	Provision no.
1.	Grounds for payment of the benefit	§ 2 of GTCI § 4 of GTCI § 14 of GTCI § 21 of GTCI § 23 of GTCI § 25 of GTCI § 26 of GTCI § 29 of GTCI § 30 of GTCI
2.	Limitations and exclusions of liability of the insurance company entitling it to refuse the payment of the benefit	§ 2 of GTCI § 5 OF GTCI § 18 of GTCI § 19 of GTCI § 20 of GTCI § 24 of GTCI

# GENERAL TERMS AND CONDITIONS OF OPIEKA MEDYCZNA S GROUP LIFE AND HEALTH INSURANCE

Code of terms and conditions: Z0GP33

Code of terms and conditions: UZGP33

## GENERAL PROVISIONS

### § 1

These general terms and conditions of insurance will be applied to Opieka Medyczna S (Medical Care S) group life and health insurance agreements.

### § 2

1. The terms used in the General Terms and Conditions of Insurance will have the following meanings:

- 1) **illness** – health disorder characterized by an incorrect reaction of systems or organs to the stimuli from the external or internal environment, occurring regardless of anyone's will, resulting from a pathology and which can be diagnosed by a physician;
- 2) **child** – own or adopted child of the insured or his/her life partner, up to 18 years of age or, if the child attends school, up to 25 years of age;
- 3) **hotline** – a national phone number used by the insureds or co-insureds to arrange health benefits, in particular through a call center consultant specifying the medical facility and the date when the benefit will be provided;
- 4) **accident** – sudden event notwithstanding the will and health condition of the person whose life or health is the subject matter of the insurance, precipitated by an external cause, which is the sole and direct cause of the insurable event covered by PZU Życie SA's liability;
- 5) **term of PZU Życie SA's liability** – period of PZU Życie SA's liability towards the insured or co-insured between the liability beginning and end dates;
- 6) **individual package** – subjective scope of the insurance, in which the insurance covers one person: the insured;
- 7) **partnership package** – subjective scope of the insurance, in which the insurance covers two people, i.e. the insured and one co-insured: life partner or child;
- 8) **family package** – subjective scope of the insurance, in which the insurance covers the insured and any number of co-insureds;
- 9) **life partner** – person remaining in a marital relationship with the insured or specified in the enrollment declaration as an unmarried person with whom the insured – who also is unmarried – remains in a co-habiting relationship, who has not turned 67 years of age as at the date of signing the enrollment declaration; the life partner may not be related to the insured;
- 10) **medical facility** – entity performing medical activity, where the insured or co-insured obtains health benefits;
- 11) **policy** – document confirming the execution of an agreement between the policyholder and PZU Życie SA and the terms and conditions thereof;
- 12) **PZU Życie SA** – Powszechny Zakład Ubezpieczeń na Życie Spółka Akcyjna;
- 13) **policy anniversary** – each successive anniversary of the agreement date, as confirmed with the policy;
- 14) **service provider's network** – medical facilities located in the territory of the Republic of Poland, which provide health benefits to insureds and co-insureds under agreements signed with PZU Życie SA;
- 15) **legal relationship** – employment relationship, membership or other relationship accepted by PZU Życie SA;
- 16) **health benefits** – medical services included in the list of health benefits covered by PZU Życie SA's liability, the provision of which is justified by medical indications;
- 17) **medical service provider** – a company operating under request of PZU Życie SA, which organizes the provision of health benefits in medical facilities;
- 18) **policyholder** – the entity which has entered into the agreement with PZU Życie SA;
- 19) **insured** – natural person remaining in a legal relationship with the policyholder who has enrolled in the insurance;
- 20) **attending school** – education in a public or private school or university during the day, in the evenings or weekends, except for any vocational courses, training or distance learning;
- 21) **agreement** – insurance agreement concluded upon request of the policyholder pursuant to the general terms and conditions of insurance and confirmed with a policy;
- 22) **beneficiary** – entity named by the insured as entitled to receive benefits in the event of the insured's death;
- 23) **bodily injury** – damage to an organ or body part caused by an accident;
- 24) **addiction** – strong acquired need to perform any activity or use any substance, defined as a disorder in ICD-10 and DSM IV, official classification of disorders;
- 25) **congenital defect** – anatomical, chromosomal or molecular abnormality acquired during the intrauterine life and present at birth, regardless of the moment of diagnosis. For the purposes of the insurance, it is assumed that this term is understood as development defect and congenital disease;
- 26) **co-insured** – life partner or child covered by the insurance;
- 27) **health benefit coverage option** – a set of medical services that the insured or the co-insured may use in case an event occurs that entitles them to receive health benefits; selected by the insured from among the coverage options agreed between the policyholder and PZU Życie SA.

2. The technical rate will not apply to the rules for determining the benefits due under the agreement.

3. An integral part of these general terms and conditions of insurance is information indicating which specific provisions apply to the basic terms and conditions of the insurance agreement.

## SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE

### § 3

The subject matter of this insurance is:

- 1) insured's life;
- 2) insured's and co-insured's health.

### § 4

1. The insurance covers:
  - 1) death of the insured during the term of PZU Życie SA's liability;
  - 2) occurrence, in the insured or co-insured, of an illness or injury resulting in the need for the insured or co-insured to use the health benefits during the term of PZU Życie SA's liability.
2. In the event of the insured's death during the term of liability, PZU Życie SA will pay out 100% of the sum insured.
3. If the event mentioned in sec. 1 item 2 occurs, PZU Życie SA will incur the cost of health benefits that are organized for the insured or co-insured by the service provider, in accordance with the selected health benefit coverage option.
4. The Policyholder has the right to select the types of packages that will be available under the insurance agreement.
5. Under the insurance agreement, the insureds may be covered by different health benefit coverage options.
6. The co-insureds are covered under the same health benefit coverage options as their insureds.
7. On each policy anniversary, upon consent of PZU Życie SA, the insured will be entitled to change the health benefit coverage option to any of the coverage options specified in the proposal to conclude the agreement and confirmed in the policy, by filing a change declaration.

The insured may change the insurance package from individual to family or partnership, or from partnership to family at any moment of the term of the agreement, subject to sec. 10.
8. A change of the insurance package from family/partnership to individual or from family to partnership may only occur on a policy anniversary, subject to sec. 9.
9. In the event of the co-insured's death, dissolution of a marriage between the insured and the life partner or dissolution of adoption, the insurance package may be changed from family/partnership to individual or from family to partnership upon the insured's request, at any time, subject to sec. 10 and 11.
10. The change mentioned in sec. 7, 8 or 9 will become effective from the first day of the month if, no later than 5 business days before the beginning of this month a change declaration was delivered to PZU Życie SA and premium was paid.
11. PZU Życie SA may request that the insured present documents confirming that the event that entitles the insured to change the package mentioned in sec. 9.

## ENTERING INTO THE AGREEMENT AND ENROLLING IN THE INSURANCE

### § 5

1. The entity, which intends to conclude an agreement submits a proposal to conclude the agreement along with enrollment declarations signed by the persons intending to enroll in the insurance, in the number agreed upon with PZU Życie SA, and the list of such persons.
2. Before the proposal to conclude the agreement is filed, PZU Życie SA will provide the entity mentioned in section 1 with the general terms and conditions of insurance and appropriate forms.
3. PZU Życie SA may decline to conclude the agreement or

propose to conclude the agreement on terms and conditions different from those proposed, in particular if the number of declarations is lower than previously agreed.

4. PZU Życie SA confirms execution of the agreement with a policy.
5. The insurance may be enrolled in by a person who, as at the date of signing the enrollment declaration:
  - 1) satisfies the conditions specified in § 2 sec. 1 item 19;
  - 2) has not turned 67 years of age, subject to sec. 6;
  - 3) is not in hospital, in hospice, in a medical center for chronic patients or has not been declared unable to work or unable to serve by a relevant decision-making authority as required by social security or social aid regulations.
6. PZU Życie SA may give its consent to the enrollment of a person who has already turned 67 in the insurance.
7. A person enrolling in the insurance will submit an enrollment declaration to the policyholder declaring that he/she meets the enrollment criteria mentioned in section 5 and that he/she intends to purchase the insurance cover on the terms and conditions set forth in the agreement, including the sum insured amount, and chooses the health benefit coverage option from among the options selected by the policyholder.
8. PZU Życie SA may refuse its consent to enrollment in the insurance and if the declaration mentioned in section 5 item 3 cannot be given, it will refuse its consent to enrollment in the insurance. PZU Życie SA will inform the insured through the policyholder about its refusal to give consent to the enrollment in the insurance in writing.
9. If it is found that before being covered by PZU Życie SA's liability, the person enrolling in the insurance provided false information in the declaration mentioned in section 7, then PZU Życie SA may refuse to pay out the benefit in the period of the first 3 years after the beginning of liability towards that insured. If such untrue information is provided as a result of the insured's intentional fault, then in case of doubt it is assumed that an event prescribed by the agreement and its consequences result from such untrue circumstances.
10. In order to be covered by the insurance, the life partner or the child will make a statement in the enrollment declaration that he/she meets the criteria mentioned in § 2 sec. 1 item 2 or item 9 and in sec. 5 item 3 of this paragraph and that he/she intends to exercise the right to take the insurance cover available to him/her on the terms and conditions set forth in the agreement.
11. Provisions of sections 8–9 will be applied accordingly to the co-insureds.

## TERM OF THE AGREEMENT PROVISIONS

### § 6

1. The agreement is executed between PZU Życie SA and the policyholder for a definite term confirmed by the policy.
2. The agreement is extended for successive 1-year periods unless one of the parties decides otherwise, however the statement expressing the intention not to extend the agreement for another period should be submitted to the other party in writing 30 days before the expiration of the period for which the agreement was concluded.

## WITHDRAWAL FROM THE AGREEMENT

### § 7

1. The policyholder has the right to withdraw from the agreement within 30 days or, if it is a commercial undertaking, within 7 days of the date of the agreement by submitting to PZU Życie SA a written statement of



withdrawal from the agreement.

2. In the event of the policyholder's withdrawal after the premium has been paid, PZU Życie SA will refund to the policyholder the premium minus the part corresponding to the term of PZU Życie SA's liability.

## TERMINATION OF THE AGREEMENT

### § 8

1. The agreement may be terminated by the policyholder at any time, without stating the reason, in writing, by giving one month's termination notice.  
The termination notice period will commence on the first day of the calendar month immediately following the month in which PZU Życie SA received the notice of termination.
2. If the agreement is terminated, PZU Życie SA will refund to the policyholder the premium for the unused term of PZU Życie SA's liability.
3. The agreement will be deemed terminated by the policyholder: if there are arrears in transferring premiums for all the insureds and co-insureds: the agreement terminates after an ineffective expiration of the deadline to pay the arrears, which is referred to in § 17 section 5 but not earlier than on the last day of the month following the month for which the premium due has not been paid.
4. The agreement, in the part concerning health benefits, may be terminated by PZU Życie SA if the number of insureds falls below the number mentioned in § 5 sec. 1 – if this right is exercised then the agreement terminates upon elapse of the period, for which the last premium was paid before the number of insureds fell below the number previously agreed upon, but no later than at the end of the period for which the agreement was concluded.

### § 9

The obligation to transfer premiums exists throughout the term of PZU Życie SA's liability.

## RIGHTS AND OBLIGATIONS OF THE PARTIES

### § 10

1. The policyholder has the right to assign the rights and obligations arising from the agreement, in whole or in part, to another entity. In the event the rights and obligations are assigned to another entity, the entity will become the policyholder upon such assignment. The agreement to assign the rights and obligations will be accepted in writing by PZU Życie SA or otherwise will be null and void.
2. The policyholder is required to:
  - 1) deliver the terms and conditions of insurance and the health benefit coverage options to the persons intending to enroll in the insurance before collecting their enrollment declarations;
  - 2) store the enrollment declarations and all personal data submitted by the insureds, including those submitted electronically, in accordance with the applicable provisions of law, in particular those governing the protection of personal data and insurance secrets;
  - 3) notify PZU Życie SA of any change in the personal data, telephone number or address of the policyholder or the insureds, co-insureds and beneficiaries unless such changes have already been notified to PZU Życie SA by the insured;
  - 4) transfer premiums to PZU Życie SA within the deadlines set forth in § 16 sec. 3.
  - 5) deliver to PZU Życie SA, together with the premium, reconciliation of premiums with appropriate lists of the insureds and statements submitted by those insureds who

- resigned from the insurance,
- 6) provide the insureds and co-insureds, in the form prescribed by the provisions of the Insurance and Reinsurance Activity Act, with written information about any changes in the terms and conditions of the agreement or amendments to the law applicable to the agreement, before the insured and co-insured give their consent to introducing such changes, describing the impact of such changes on the value of services under the agreement;
- 7) provide other documents necessary for the correct performance of the agreement – at PZU Życie SA's request;
- 8) appoint the person responsible for the performance of the agreement by the policyholder and inform the insureds and PZU Życie SA about appointing and each change of such person.

### § 11

1. The insured has the right to:
  - 1) name, change and revoke the beneficiaries at will,
  - 2) on each policy anniversary – change the health benefit coverage option to any of the options specified in the proposal to conclude the agreement and confirmed with a policy, by filing a change declaration.
  - 3) change the insurance package in accordance with the rules set forth in § 4 sec. 8-11 within the packages set forth in the proposal to conclude the agreement and confirmed with a policy, by filing a change declaration;
2. The insured or co-insured have the right to:
  - 1) demand that PZU Życie SA provide information about provisions of the executed agreement and general terms and conditions of insurance to the extent to which they pertain to the insured's or co-insured's rights and duties, in particular:
    - a) information about the method of calculation and payment of the insurance premium;
    - b) adequate and complete information on the types of risk covered by the insurance agreement, the terms and conditions of insurance coverage and any exclusions, the rules of financing the insurance cover and possible reasons for refusal to pay any benefit;
  - 2) demand that PZU Życie SA comply in a proper and timely manner with the obligations arising from § 12 and from the applicable laws, in particular the provisions of the Civil Code and the Insurance and Reinsurance Activity Act;
  - 3) demand information about any contractual provisions between PZU Życie and the entity involved in the distribution process to the extent these relate to his/her rights and obligations, including the method of collecting premiums or seeking the payment of benefits.
3. The insured or co-insured are entitled to withdraw from the insurance without stating any reasons at any time, subject to section 6.
4. In order to withdraw from the insurance, the insured must submit to the policyholder a written statement on the withdrawal of the insured or co-insured, which submission will terminate PZU Życie SA's liability in accordance with § 19 section 1 item 6 or section 2 item 5.
5. The co-insured also has the right to withdraw from the insurance – the submission of a written statement of withdrawal to the policyholder will result in the termination of PZU Życie SA's liability in accordance with § 19 section 2 item 5.
6. Re-enrollment in the insurance agreement by the insured or co-insured will only be possible on or after the policy anniversary.
7. The insured is required to notify the policyholder or PZU Życie SA of any changes in the personal, telephone or address data of the

insured, the co-insureds or the beneficiaries provided in the enrollment declaration.

### §12

PZU Życie SA is required to:

- 1) perform the obligations prescribed by the agreement in a correct and timely fashion;
- 2) provide the policyholder, in the form prescribed by the provisions of the Insurance and Reinsurance Activity Act, with written information about any changes in the terms and conditions of the agreement or amendments to the law applicable to the agreement, before the parties to the agreement give their consent for introducing such changes, describing the impact of such changes on the value of benefits under the agreement;
- 3) provide, at the request of the insured or co-insured, the information referred to in item 2.
- 4) inform the policyholder or the insured and co-insured about the occurrence of events covered by PZU Życie SA's liability if the event has been notified to PZU Życie SA and the persons are not the ones who notified the event;
- 5) inform the person submitting the claim, in writing or in any other manner to which the person has granted his/her consent, what documents are needed to determine the liability, if this is necessary for further proceedings;
- 6) inform in writing the person reporting the claim and the insured and co-insured, unless he/she is the person reporting the claim, about the reasons for the inability to satisfy his/her claim in whole or in part within the prescribed deadline, and pay the undisputed portion of the benefit;
- 7) inform in writing the person reporting the claim and the insured and co-insured, unless he/she is the person reporting the claim, that he/she is not entitled to the benefit in whole or in part, indicating the circumstances and the legal basis justifying the full or partial refusal to pay the benefit, providing information that the claim may be pursued in court;
- 8) provide the policyholder, the insured, the co-insured and the person reporting the claim, the person entitled to demand the benefit to be provided and the heirs of the insured or co-insured who has provided notification of the event, with any information and documents that influenced the determination of PZU Życie SA's liability or the amount of the benefit; at the request of the above persons, such information and documents may also be provided in electronic form;
- 9) provide, at the request of the policyholder or the insured and co-insured, information on the declarations submitted by such persons at the stage of execution of the agreement or enrollment in the insurance or copies of the documents prepared at such stage;
- 10) perform the reporting duties referred to in § 11 section 2 item 1 in respect of the insured and co-insured.

## AMENDMENTS TO THE AGREEMENT

### § 13

Any amendments to the agreement will be made by negotiation, following an offer procedure or otherwise as prescribed by the generally applicable provisions of law and confirmed in writing. In order to amend the agreement to the disadvantage of the insured, the co-insured or the person authorized to receive the sum insured in the event of the insured's death, the insured's or co-insured's consent will be required.

## SUM INSURED

### § 14

1. The sum insured is the amount which constitutes the basis for calculation of the amount of benefits arising from the event referred to in § 4 section 2.
2. Sum insured is equal for all the insureds.
3. The sum insured is specified in the proposal to conclude the agreement and confirmed with the policy.
4. The sum insured is fixed throughout the term of the agreement.
5. The sum insured is not applicable in the case of the benefits mentioned in § 4 sec. 3.

## PREMIUM

### § 15

1. The entire premium may be covered by the policyholder's or the insured's financial resources or part of the premium may be covered by the policyholder's financial resources and the remaining part by the insured's financial resources.
2. The premium will be deemed transferred at the moment it is credited to the bank account indicated by PZU Życie SA.

### § 16

1. The premium amount is set by PZU Życie SA depending on: the health benefit coverage option, insurance package, premium payment frequency, ratio of employees to persons enrolling in the insurance and the number, age structure, gender and professional structure of the persons enrolling in the insurance.
2. The premium amount in the agreement is confirmed by the policy.
3. The frequency and deadline of premium transfers are specified in the proposal to conclude the agreement and confirmed with a policy.
4. The premium is not subject to indexation.
5. The premium is transferred by the policyholder in advance, in the full amount due.

### § 17

1. In the event of arrears in transferring all or part of the premiums, PZU Życie SA will request the policyholder to pay the overdue amounts, indicating in the request an additional deadline of at least 15 days and providing information about the consequences of a failure to transfer the premiums provided for in section 3.
2. In the event of arrears in transferring premiums, any amounts transferred will be used first to cover the arrears.
3. PZU Życie SA's liability in respect of all the insureds and co-insureds will be suspended after the ineffective expiration of the deadline specified in the request referred to in section 1 but not earlier than on the first day of the month following the month for which the premium due has not been paid.
4. Where the overdue premiums are paid during the period of suspension of PZU Życie SA's liability, such liability will resume as of the date of its suspension, ensuring continuity of PZU Życie SA's liability, subject to section 7.
5. If premiums are not paid within the deadline set in sec. 1, PZU Życie SA will again request the policyholder to pay the overdue amounts in the first month of the suspension of liability, setting an additional deadline of 15 days and instructing about the consequences of a failure to pay the premiums, which are mentioned in § 19 section 1 item 3, § 19 section 2 item 1 and § 8 section 3.
6. Failure to pay the overdue premiums within the deadline specified in section 5, will cause termination of PZU Życie SA's liability in accordance with § 19 section 1 item 3 and §

19 section 2 item 1.

7. In the event PZU Życie SA's liability referred to in section 4 resumes as mentioned in section 4, the health benefits provided during the suspension period of PZU Życie SA's liability will be settled by PZU Życie SA according to the principles set forth in § 30.

## **BEGINNING AND END OF PZU ŻYCIE SA'S LIABILITY**

### **§ 18**

1. PZU Życie SA's liability towards the insured and the co-insured who enrolled in the insurance when the agreement was concluded begins on the first day of the calendar month, provided that the following requirements are jointly satisfied:
- 1) before the beginning of that calendar month, PZU Życie SA has received enrollment declarations signed by the insureds and co-insureds, along with the lists of such persons;
  - 2) the first premium was transferred no later than on the date specified in the proposal to conclude the agreement, subject to sec. 2.
2. PZU Życie SA's liability toward a given insured or co-insured who enrolled in the insurance simultaneously with the execution of the agreement will start no earlier than on the date of the agreement and no earlier than on the day following the one when such person declared to the policyholder that he/she intends to exercise the right to take the insurance cover available to him/her on the terms and conditions set forth in the agreement, including the sums insured.
3. In the case of persons enrolling in the insurance during the term of the agreement, the provisions of sections 1–2 apply accordingly.

### **§ 19**

1. PZU Życie SA's liability towards the insured ends on the date that one of the following circumstances occurs:
- 1) PZU Życie SA receives a notification on the policyholder's withdrawal from the agreement;
  - 2) the insured dies;
  - 3) after the ineffective expiration of the deadline referred to in § 17 section 5 but not earlier than at the end of the month following the month for which the last premium was paid;
  - 4) on the date of the policy anniversary in the calendar year in which the insured turns 68 years of age;
  - 5) elapse of the period, for which the premium was transferred, if the legal relationship linking the insured with the policyholder expired in that period, subject to sec. 3;
  - 6) upon elapse of the period for which the premium has been transferred if the insured has withdrawn from the insurance but no earlier than at the end of the month in which the statement of withdrawal was delivered to PZU Życie SA;
  - 7) upon elapse of the agreement termination notice;
  - 8) termination of the insurance agreement.
2. PZU Życie SA's liability towards the co-insured ends on the date one of the following circumstances occurs:
- 1) PZU Życie SA's liability towards the insured ends;
  - 2) the co-insured dies;
  - 3) on the date of the policy anniversary in the calendar year in which the life partner turns 68 years of age;
  - 4) policy anniversary in the calendar year in which the child turns 18 years of age, or 25 years of age, if he/she attends school;
  - 5) upon elapse of the period for which the premium has been transferred if the co-insured has withdrawn from the insurance but no earlier than at the end of the month in which the statement of withdrawal was delivered to PZU

Życie SA;

- 6) upon elapse of the period for which the premium has been transferred if the insurance package was changed to one, which does not cover the co-insured, but no earlier than at the end of the month in which the statement of changing the package was delivered to PZU Życie SA;
  - 7) upon elapse of the period for which the premium has been transferred if PZU Życie SA is informed about dissolution of marriage or dissolution of adoption, but no earlier than at the end of the month in which the statement about this fact was delivered to PZU Życie SA;
3. PZU Życie SA's liability toward the insured and the co-insureds will be extended by one month after the termination of the legal relationship between the insured and the policyholder, provided that the premium for such month has been transferred.

## **EXCLUSIONS FROM PZU ŻYCIE SA'S LIABILITY**

### **§ 20**

PZU Życie SA is not liable towards the insured or co-insured if the illness or injury resulted from:

- 1) congenital defect;
- 2) infertility;
- 3) additions.

## **PERSONS ENTITLED TO RECEIVE THE BENEFIT**

### **§ 21**

The right to receive the benefit for the insured's death is vested in the beneficiary, subject to § 23 sec. 2.

### **§ 22**

1. The insured may appoint beneficiaries in the enrollment declaration.
2. The insured has the right to change or remove the beneficiaries at any time.

### **§ 23**

1. If the insured has appointed several beneficiaries and some of them died before the insured's death or lost their right to receive the benefit, then the portion of the benefit that is payable to them will be distributed to the remaining beneficiaries pro-rata to their share in the benefit.
2. If the insured has not appointed a beneficiary or if all the beneficiaries died before the insured's death or lost their right to receive the benefit, then the benefit will be vested with members of the insured's family in the following order of priority:
  - 1) spouse in the full amount;
  - 2) children in equal parts;
  - 3) parents in equal parts;
  - 4) other statutory heirs of the insured in equal parts.

### **§ 24**

The benefit is not payable to a person who intentionally contributed to the insured's death.

### **§ 25**

The right to receive the health benefits mentioned in § 4 sec. 1 item 2 is vested in the insured and the co-insured.

## **PERFORMANCE OF OBLIGATIONS**

### **§ 26**

1. The person reporting a claim to perform the obligation arising from the insured's death will submit the following to PZU Życie SA:

- 1) claim notification;
  - 2) the insured's death certificate;
  - 3) other documents necessary to ascertain whether or not the claim is justified – at PZU Życie SA's request.
2. PZU Życie SA decides whether the claim is justified on the basis of the documentation mentioned in sec. 1.
3. In the event that the documents submitted by the claimant are prepared in a foreign language, the claimant will deliver their translation into Polish by a sworn translator.

#### **§ 27**

1. In the event of the insured's death, PZU Życie SA will perform its obligations no later than within 30 days from the date of receiving a notification about the event covered by PZU Życie SA's liability.
2. If the clarification of circumstances necessary to determine PZU Życie SA's liability towards the insured or the liability amount proves to be impossible within such deadline, PZU Życie SA will perform its obligation within 14 days after the date, on which it was possible to clarify the circumstances while exercising due care, however, the indisputable portion of the benefit is paid by PZU Życie SA within the deadline stated in section 1.

#### **§ 28**

1. Benefits on account of the insured's death will be paid in a single payment in the full amount due.
2. If the benefit is not due in whole or in part, PZU Życie SA will immediately inform the person reporting the claim about this fact and the insured, unless he/she is the person reporting the claim, indicating the circumstances and the legal basis justifying the full or partial refusal to pay the benefit, providing information that the claim may be pursued in court.

### **PROVISION OF HEALTH BENEFITS IN CASHLESS FORM**

#### **§ 29**

1. PZU Życie SA performs its obligations towards the insured or the co-insured by giving the insured or the co-insured access to health benefits, following a prior booking through PZU Życie SA, in particular through a hotline, in accordance with the health benefit coverage option defined in the declaration and in the medical facility named by PZU Życie SA, subject to section 2.

2. The insured or co-insured has the right to define his/her own preferences concerning the naming of: location of the facility, the consultation date or the physician.
3. If health benefits are provided in a medical facility named by PZU Życie SA, the waiting time for a doctor's consultation will not be longer than:
  - 1) 2 business days – for primary care physicians (internist, general practitioner, pediatrician);
  - 2) 5 business days – for physicians with other specialties.
4. If the insured's or co-insured's preferences mentioned in section 2 are followed then the availability parameters specified in section 3 will not apply and the dates are set individually, taking into account the availability of each individual health benefit.
5. The list of facilities is available at the pzu.pl website and from the hotline.

### **PROVISION OF HEALTH BENEFITS IN CASH**

#### **§ 30**

1. PZU Życie SA allows the insureds and co-insureds to receive health benefits in the form of cash, in accordance with the rules set forth in this paragraph, in the following cases:
  - 1) if the parties to the agreement agree so, in the situation

- described in section 2. this is confirmed in the policy;
- 2) in the liability suspension period, provided that it is renewed.

2. If an event occurs, which gives rise to the right to receive health benefits in accordance with the chosen health benefit coverage option and the agreement, the insured or co-insured have the right to receive the benefit at any medical facility of their choice in the territory of the Republic of Poland, provided that they decide, for any reason whatsoever, not to receive the performance of health benefits in a cashless form.
3. PZU Życie SA will provide the health benefits mentioned in sec. 1 up to the amount specified for such health benefit in the "health benefit Price List", which constitutes an attachment to the Agreement.
4. PZU Życie SA will decide whether the claim is justified for the provision of health benefits mentioned in sec. 1 on the basis of:
  - 1) request to pay out the benefit, which constitutes a notification of an event covered by PZU Życie SA's liability;
  - 2) original invoice stating the names of health benefits provided along with their unit prices;
  - 3) other documents necessary to ascertain that the claim is justified – upon PZU Życie SA's request.
5. PZU Życie SA performs its obligations on account of the health benefits mentioned in sec. 1 no later than 30 days of the date of receiving the notification about the event covered by PZU Życie SA's liability and the invoice mentioned in section 4 item 2.
6. If the clarification of circumstances necessary to determine PZU Życie SA's liability towards the insured or the liability amount proves to be impossible within such deadline, PZU Życie SA will perform its obligation within 14 days after the date, on which it was possible to clarify the circumstances while exercising due care, however, the indisputable portion of the benefit is paid by PZU Życie SA within the deadline stated in section 5.
7. The detailed rules for the provision of benefits outside of the service provider's network are set forth in the document entitled "Reimbursement of costs of benefits provided under Opieka Medyczna S insurance - basic questions answered", which constitutes an attachment to the agreement.

### **PROVISION OF BENEFITS – SHARED PROVISIONS**

#### **§ 31**

1. If, in connection with the performance of any obligation under the agreement, PZU Życie SA is required by the applicable laws to collect and transfer any amounts, including in particular any tax withheld for beneficiaries, the amounts collected and then transferred by PZU Życie SA will reduce the respective amounts payable by PZU Życie SA under the agreement.
2. Taxation of PZU Życie SA's liabilities is regulated by the applicable provisions of the income tax law, especially by the Personal Income Tax Act.

#### **§ 32**

If the benefit is not due in whole or in part, PZU Życie SA will immediately notify the person reporting the claim and the insured or the co-insured, unless he/she is the person reporting the claim, indicating the circumstances and the legal basis justifying the full or partial refusal to pay the benefit, providing information that the claim may be pursued in court.



## MISCELLANEOUS

### § 33

1. Litigation for claims resulting from the agreement may be brought before the competent court in accordance with general jurisdiction laws or before the court with jurisdiction over the place of residence or registered office of the policyholder, insured, co-insured, beneficiary or other person entitled to demand a benefit under the agreement, or before the court with jurisdiction over the place of residence of the heir of the insured, co-insured, beneficiary or other person entitled to demand a benefit under the agreement.
2. Polish law will be the governing law for the purposes of any relationships arising from the agreement.

### § 34

Provisions of the civil code, the insurance activity act and other pertinent provisions of law will apply to the matters, which are not regulated in the this agreement.

### § 35

1. All notifications, proposals, declarations and statements made by PZU Życie SA in relation to the agreement must be in writing to be effective or in any other form agreed upon between the policyholder and PZU Życie SA and will have legal effect upon delivery.
2. All notifications, proposals, declarations and statements addressed to PZU Życie SA in relation to the agreement must be made in writing to be effective or in any other form agreed upon between the policyholder and PZU Życie SA and will have legal effect upon delivery.
3. PZU Życie SA, the policyholder and the insured are required to provide information about any change of their respective address.

### § 36

1. The policyholder, insured, co-insured, beneficiary or other person entitled under the insurance agreement who is a natural person will have the right to file a complaint within the meaning of under the Act on Examination of Complaints by Financial Market Participants and on the Financial Ombudsman, i.e. the right of addressing a notice to PZU Życie SA with concerns regarding any services provided by PZU Życie SA.
2. Such a complaint may be filed at any PZU Życie SA customer service unit.
3. A complaint may be submitted in any of the following forms:
  - 1) in writing – in person or sent by mail within the meaning of the Postal Law Act;
  - 2) orally – by telephone or in person for the record during a visit of the person referred to in section 1 in the unit referred to in section 2;
  - 3) electronically – by sending an e-mail to the address reklamacje@pzu.pl or by filling out an online form at the www.pzu.pl website.
4. PZU Życie SA will review the complaint and reply to it without undue delay but no later than within 30 days of the date of receipt of the complaint, subject to section 5.

5. In particularly difficult cases preventing the examination of the complaint and the provision of a reply within the deadline referred to in section 4, PZU Życie SA will provide information to the person who has filed the complaint, in which it will:
  - 1) explain the reason for the delay;
  - 2) note the circumstances that must be ascertained to enable the examination of the case;
  - 3) specify the anticipated date of examination of the complaint and provision of the reply, which date may not be later than 60 days after the date of receipt of the complaint.
6. PZU Życie SA's reply to the complaint will be delivered to the person who has filed it on paper or through other durable carrier of information within the meaning of the Payment Services Act or by e-mail only at the request of such person.

7. The client referred to in section 1 will be entitled to file an application with the Financial Ombudsman concerning:
  - 1) rejection of claims in the complaint examination procedure;
  - 2) failure to perform activities resulting from a complaint handled in accordance with the client's will within the deadline specified in the reply to the complaint.

8. An objection or grievance which is not the complaint referred to in section 1 will be submitted in writing, by mail, courier or in person to any organizational unit of PZU Życie SA in a manner enabling identification of the person filing it and the subject matter of the objection or grievance. Objections and grievances will be reviewed by the organizational units or PZU Życie SA according to their scope of competence.

9. PZU Życie SA will review such objection or grievance immediately but no later than within 30 days of the date of receipt and will provide a written reply or, if it is impossible to review a given objection or grievance within such deadline, PZU Życie SA will notify the person who has filed it in writing, specifying the reason for the delay and a new deadline for the review.

10. The policyholder, insured, co-insured, beneficiary or other person entitled under the insurance agreement who is a consumer has the right to request assistance from the Municipal and Regional Consumer Ombudsman.

11. PZU Życie SA is supervised by the Polish Financial Supervision Authority (KNF).

12. Reports on the solvency and financial condition of PZU Życie SA are available on the website www.pzu.pl in the investor relations section.

### § 37

1. These General Terms and Conditions of Insurance were approved by Resolution No. UZ/86/2011 adopted by the PZU Życie SA Management Board on 12 April 2011 and amended by Resolution No. UZ/173/2013 adopted by the PZU Życie SA Management Board on 10 September 2013, Resolution No. UZ/207/2014 adopted by the PZU Życie SA Management Board on 16 December 2014 and Resolution No. UZ/276/2015 adopted by the PZU Życie SA Management Board on 23 December 2015.
2. These General Terms and Conditions of Insurance will come into effect on 1 January 2016.



**Dariusz Krzewina**  
acting President of the Management Board  
of Powszechny Zakład Ubezpieczeń  
na Życie Spółka Akcyjna



**Rafał Grodzicki**  
Member of the Management Board  
of Powszechny Zakład Ubezpieczeń  
na Życie Spółka Akcyjna

