



**GENERAL CONDITIONS FOR GROUP INSURANCE
LIFE AND HEALTH INSURANCE HEALTHCARE S**

Information indicating which provisions of the General Terms and Conditions of Group life and health insurance Healthcare S, conditions code Z0GP50, UZGP50 (GTC) apply to the basic conditions of the insurance agreement.

The information is an integral part of the GTC and follows from Article 17(1) of the Insurance and Reinsurance Act.

No.	Type of information	Record number
1.	Conditions for benefit payment	§ 2 of the GTC. § 4 of the GTC. § 14 of the GTC. § 21 of the GTC. § 23 of the GTC. § 25 of the GTC. § 26 of the GTC. § 29 of the GTC. § 30 of the GTC.
2.	Restrictions and exemptions of the facility's liability insurance granting the right to refuse to pay the benefit	§ 2 of the GTC. § 5 of the GTC. § 18 of the GTC. § 19 of the GTC. § 20 of the GTC. § 24 of the GTC.

Information about the insurance is available from:





GENERAL TERMS AND CONDITIONS OF GROUP LIFE AND HEALTH INSURANCE HEALTHCARE S

conditions code: Z0GP50
conditions code: UZGP50

GENERAL PROVISIONS

§ 1

These General Terms and Conditions apply to the agreements for group life and health insurance Healthcare S.

§ 2

1. The terms used in the General Terms and Conditions of Insurance shall mean:
 - 1) **disease** – reaction of the human organism towards a pathogenic agent which causes functional or morphological changes in the organism;
 - 2) **child** – own or adopted child of the insured or his or her life partner at the age up to 18, and in the case of attending school at the age of up to 25;
 - 3) **helpline** – a Polish telephone number used by the insured or co-insured for booking health services, in particular by indicating a consultant of a health service medical centre and the date of rendering the benefit;
 - 4) **personal accident** – regardless of the will and health condition of the person whose life or health is the subject of the insurance, a violent event caused by an external cause, which is the exclusive and sole reason for the event covered by the liability of PZU Życie SA;
 - 5) **PZU Życie SA liability period** – the duration of PZU Życie SA liability towards the insured or co-insured determined by the start and end dates of the liability;
 - 6) **individual package** – the substantive scope of insurance where the insurance coverage applies to a single person only – the insured;
 - 7) **partnership package** – the substantive scope of insurance where the insurance coverage applies to two persons, i.e., the insured and a single co-insured: the life partner or a child;
 - 8) **family package** – the substantive scope of insurance where the insurance coverage applies to two persons, the insured and the co-insured, regardless of their number;
 - 9) **life partner** – a person married to the insured or the person indicated in the declaration of membership who remains in a lifelong union with the insured – who is also not married – who is, at the moment of signing the declaration of membership, below the age of 67; the life partner must not be a relative of the insured;
 - 10) **medical centre** – a medical centre, a doctor's office or a laboratory belonging to the network of the health care provider which render medical services. The list of medical centres indicated by PZU Życie SA is published at the pzu.pl website and shared at the medical helpline number and in each of our branches;
 - 11) **policy** – a document confirming the execution of an agreement between the policyholder and PZU Życie SA as well as the conditions of such agreement;
 - 12) **PZU Życie SA** – Powszechny Zakład Ubezpieczeń na Życie Spółka Akcyjna;
 - 13) **policy anniversary** – each subsequent anniversary of the day of executing the agreement confirmed with the policy;

- 14) **health provider's network** – health centres located in the Republic of Poland based on an agreement with PZU Życie SA which carry out health services for the insured and the co-insured;
 - 15) **legal relationship** – the relationship of employment, membership or other accepted by PZU Życie SA;
 - 16) **health services** – health services listed in the scope of health services covered by PZU Życie SA liability the performance of which is justified by medical indications;
 - 17) **health care provider** – an entity acting at the order of PZU Życie SA which organizes the health services rendered at medical centres;
 - 18) **policyholder** – an entity which entered into an agreement with PZU Życie SA;
 - 19) **insured** – a natural person in legal relationship with the policyholder who joined the insurance;
 - 20) **school education** – education at a public or private school or university, full-time, part-time or extramural excluding all courses, trainings or correspondence education;
 - 21) **agreement** – insurance agreement concluded at the request of the policy based on the general terms and conditions of insurance and confirmed by the policy;
 - 22) **beneficiary** – the entity indicated by the insured as authorised for receiving the benefit in the case of the death of the insured;
 - 23) **bodily injury** – bodily injury in the event of a personal accident;
 - 24) **addiction** – addiction to drugs, alcohol, narcotics, psychotropic substances or equivalent substances – within the meaning of the legal regulations on counteracting drug addiction. The addiction and the type of substance it causes is confirmed by medical records;
 - 25) **birth defect** – occurring during the intrauterine growth and present at birth, an internal or external morphological irregularity located in Q00–Q99 categories of the International Classification of Diseases ICD-10;
 - 26) **co-insured** – the life partner or a child of the insured;
 - 27) **scope of health services** – the scope of health services selected by the insured agreed between the policyholder and PZU Życie SA as selected by the insured or co-insured in case of the occurrence of the event granting the right to receive health services.
2. The technical rate does not apply to the principles for determining the benefits due under the agreement.
 3. The information indicating which of the regulations relate to the basic conditions of the agreement constitute an integral part of the general terms and conditions of insurance.

SUBJECT AND SCOPE OF INSURANCE

§ 3

The insurance covers:

- 1) the life of the insured;
- 2) the health of the insured and the co-insured.

§ 4

1. Voluntary insurance coverage:

- 1) the death of the insured occurring within the PZU Życie SA liability period;
 - 2) an occurrence of a disease or bodily injury in the insured or the co-insured requiring the insured or the co-insured to use health services during the PZU Życie SA liability period.
2. In the case of the death of the insured in the PZU Życie SA liability period, PZU SA shall pay 100% of the sum insured.
 3. Upon the occurrence of the event mentioned in section 1(2), PZU Życie SA shall incur the costs of health services organised for the insured or the co-insured by the health care provider in accordance with the selected scope of health services.
 4. The policyholder shall have the right to select the types of packages that will apply within the insurance agreement.
 5. The insured may be covered by varying scopes of health services under the insurance agreement.
 6. The co-insured shall be covered by the same scope of health services as the insured.
 7. On each policy anniversary – subject to the consent of PZU Życie SA – the insured shall have the right to change the scope of health services within the scopes defined in the application for entering the agreement and confirmed by the policy through filing the declaration – an amendment. The amendment of the insurance package from individual to family or partnership or from partnership to family can be made by the insured at any moment of the duration of the agreement subject to section 10.
 8. In the event the insured changes the insurance package from family / partnership to individual or from family to partnership can be made solely on the policy anniversary, excluding section 9.
 9. In the event of death of the co-insured, divorce of the insured and the life partner or the dissolution of partnership, the change of the package from family / partnership to individual or from family to partnership can be made at the request of the insured at any time subject to sections 10 and 11.
 10. The amendment specified in sections 7, 8 or 9 shall apply from the first day of the month subject to the condition that PZU Życie SA receives the declaration of change and premium payment at least 5 days before the beginning of the month.
 11. PZU Życie SA shall have the right to request the insured to provide documents proving the occurrence of the event granting the right to change the package as mentioned in section 9.

CONCLUSION OF THE AGREEMENT AND JOINING THE INSURANCE

§ 5

1. The entity which intends to conclude the agreement files an application for concluding the agreement together with declarations of joining signed by the persons who intend to join the insurance in the number agreed upon with PZU Życie SA together with the list of the persons.
2. Before submitting an application for concluding the agreement, PZU Życie SA submits to the entity indicated in section 1 general terms and conditions of insurance with adequate forms.
3. PZU Życie SA has the right to refuse to conclude the agreement or to propose the conclusion of an agreement on conditions other than the conditions which were applied for, in particular when the number of declarations of membership is lower than the initially agreed upon.

4. PZU Życie SA concludes executing the agreement with a policy.

5. The insurance may be joined by a person, on the date of signing the declaration of membership:
 - 1) meets the conditions stated in § 2 section 1(19);
 - 2) is below the age of 67 subject to section 6;
 - 3) a person who is not in a hospital, in a hospice or in an institution for the chronically ill, or who is declared by a competent authority to be unfit for work or unfit for service, according to the provisions of social insurance or social security.
6. PZU Życie SA may approve a person over the age of 67 to join the insurance.
7. The person who joins the insurance provides the policyholder with a declaration of membership in which he or she confirms meeting all the accession criteria specified in section 5 and that he or she wishes to use the restriction of insurance protection on his or her behalf on the conditions specified in the agreement, including to the amount of the insurance sum, and indicates the scope of health services from among the scopes selected by the policyholder.
8. PZU Życie SA has the right to reject the approval for joining the insurance, and in the case of the lack of possibility of submitting the declaration mentioned in section 5(3), it shall refuse the approval for joining the insurance. PZU Życie SA shall inform the insured in writing through the policyholder about the refusal to join the insurance.
9. In the event that it is disclosed that prior to assuming liability by PZU Życie SA the person who joins the insurance, the person joining the insurance had provided false information in the declaration specified in section 7, PZU Życie SA has the right to, within the initial 3 years after the beginning of responsibility towards such insurance, refuse to render the benefit. In the event that the false information had been provided due to the intended fault of the insured, in case of doubt it shall be assumed that the event provided for in the agreement and its consequences are the result of such false circumstances.
10. For the purpose of covering with insurance, the life partner or the child states in the declaration of membership the declaration on meeting the criteria specified in § 2 section 1(2) or (9) and defined in section 5(3) of this clause and that he or she wishes to claim the insurance cover on the conditions specified in the agreement.
11. The regulations of sections 8–9 towards the co-insured shall apply accordingly.

DURATION OF THE AGREEMENT

§ 6

1. The agreement is concluded between PZU Życie SA and the insured for a limited period, confirmed with a policy.
2. The Agreement shall be extended for subsequent annual periods, unless either of the Party decides otherwise, whereas the declaration expressing the will not to extend the agreement for subsequent period shall be submitted for the information of another Party in writing 30 days prior to the lapse of the period for which the agreement was concluded.

WITHDRAWAL FROM THE AGREEMENT

§ 7

1. The policyholder shall have the right to withdraw from the agreement within 30 days, and in cases where he or she is

a business owner, within the period of 7 days after concluding the agreement by means of a written declaration on withdrawal from the agreement submitted to PZU Życie SA.

2. In case of withdrawal from the agreement by the policyholder, following the submission of the premium, PZU Życie SA returns to the policyholder the premium decreased by its part corresponding to PZU Życie SA liability period.

TERMINATION OF THE AGREEMENT

§ 8

1. The policyholder may terminate the agreement at any time without stating the reason in writing subject to a notice period of one month. The period of notice shall run from the first month following the month immediately after the month on which PZU Życie SA received the declaration on termination.
2. In the event of terminating the agreement, PZU Życie SA shall return to the policyholder the premium for unused PZU Życie SA liability period.
3. The agreement shall be deemed terminated by the policyholder in the event of arrears in transferring the premiums for all insured and co-insured – the agreement shall terminate upon the ineffective lapse of the period for covering the arrears specified in § 17(5), however not earlier than upon the last day of the month following the month for which the premium due has not been paid.

§ 9

The obligation to submit premiums shall apply for the entire duration of PZU Życie SA liability period.

RIGHTS AND OBLIGATIONS OF THE PARTIES

§ 10

1. The policyholder shall have the right to transfer, in whole or on part, the rights and obligations under the agreement to another party. In the event of the assignment of rights and obligations to a third party, the party shall become a policyholder upon the transfer. The agreement for the transfer of rights and obligations shall be approved in writing by PZU Życie SA under pain of nullity.
2. The policyholder shall be obliged to:
 - 1) submit the conditions of insurance and the scope of health services to persons who intend to join the insurance before the declarations of membership are collected from them;
 - 2) to submit to PZU Życie SA the declarations of membership as well as all the personal details submitted by the insured, including also those submitted in electronic form in accordance with the requirements of the applicable legal regulations, in particular within the scope of the protection of personal data and insurance secrecy;
 - 3) inform PZU Życie SA on the change of their own personal data and telephone and address data, as well as the personal data and the telephone data of the insured, co-insured and the co-insured, unless such changes had been reported to PZU Życie SA by the insured;
 - 4) submit the premiums to PZU Życie SA within the time limit defined in accordance with §16 section 5;
 - 5) submit to PZU Życie SA, with the submission for the premium, the settlement of premiums along with specific lists of insured and declarations of the insured who resigned from the insurance;

- 6) to submit to the insured and the co-insured, in the form provided for in the regulations provided for in the legal regulations on insurance and reinsurance activities, the information regarding the amendment of the provisions of the agreement or the amendment of the law applicable to the agreement prior to expressing by the insured and the co-insured the approval for making such amendments including defining the impact of such amendments on the value of the declarations applicable due to the agreement;
- 7) to submit to PZU Życie SA the list of persons who did not express consent to the policyholder to change the agreement in circumstances mentioned in § 13 of the GTC and – at the request of PZU Życie SA – to submit to PZU Życie SA the declarations specified in § 13 sentence 3 of the GTC;
- 8) submit other documents required for the appropriate execution of the agreement – at the request of PZU Życie SA;
- 9) to appoint a person responsible for the performance of the agreement by the policyholder and to inform the insured and PZU Życie SA on appointing and each change of such person.

§ 11

1. The insured has the right to:
 - 1) indicate, freely change and to revoke the beneficiaries;
 - 2) change the scope of health services within the scopes defined in the application for entering the agreement and confirmed by the policy through filing the declaration upon each policy anniversary – an amendment;
 - 3) to change the insurance package in accordance with the principles expressed in §4 section 8–11 within the packages defined in the application for conclusion of the agreement and confirmed by the policy through submitting a declaration of change.
2. The insured of the co-insured have the right to:
 - 1) request PZU Życie SA to provide information on the provisions contained in the agreement and the general terms and conditions of insurance within the scope of rights and obligations of the insured or the co-insured, in particular:
 - a) the information on calculating and paying the insurance premium,
 - b) adequate and complete information regarding the types of risk covered by the insurance agreement, the conditions of the insurance protection and the exclusions, the principles regarding the financing of insurance protection and the potential reasons for the refusal to pay the benefit;
 - 2) request PZU Życie SA to properly and timely meet the obligations arising from § 12 and from the applicable legal regulations, in particular the regulations of the civil law and the act on insurance and reinsurance activity;
 - 3) request information on the provisions included in the agreement between PZU Życie SA and the entity participating in the distribution process within the scope they relate to its rights and obligations, including on the method on collecting the premium and claiming the benefit.
3. The insured or the co-insured has the right to resign from the insurance at any time without stating the reason subject to section 6.
4. In the event of resigning from the insurance, the insured shall submit to the policyholder a written declaration on the resignation of the insured or the co-insured which shall end in the cessation of the responsibility of PZU Życie SA in accordance with § 19 section 1(6) or section 2(5).
5. The right to resign from the insurance is applicable also to the co-insured – submitting a written resignation to

the policyholder shall result in the cessation of the responsibility of PZU Życie SA in accordance with § 19 section 2(5).

6. The insured or co-insured's shall have the right to re-join the insurance solely on the policy anniversary or after that date.
7. The insured shall report to the policyholder or PZU Życie SA the change in his and the co-insured's and beneficiaries personal and address data included in the declaration of membership.

§ 12

PZU Życie SA shall be obliged to:

- 1) to correctly perform the obligations provided for in the agreement in a correct and timely manner;
- 2) to submit to the policyholder, in the form provided for in the regulations on insurance and reinsurance activity, all information regarding the amendment of the terms and conditions of the insurance or changing the law binding the agreement without the parties express their consent to making such amendments with the determination of the impact of such changes on the value of the benefits due to the agreement;
- 3) to provide, at the request of the insured or the co-insured, the information referred to in item 2;
- 4) to inform the policyholder or the insured and the co-insured about the occurrence of the events covered by the liability of PZU Życie SA if such occurrence was reported to PZU Życie SA and the persons are not persons making such report;
- 5) to inform the person making the claim, in writing or otherwise – in a manner agreed upon by such person, which documents are required to determine the liability, if it is required for conducting further procedure;
- 6) to inform in writing the person making the claim and the insured and co-insured, if he or she is not the person making the claim, about the reasons of the inability to fulfil the entire claim in full or in part in the provided period, in full or in part, and to issue the indisputable part of the benefit;
- 7) to inform, in writing, the person making the claim and the insured and the co-insured, if he or she is not the person making the claim, that the claim does not apply in full or in part, indicating the circumstances and the legal grounds justifying the full or partial refusal to pay the benefit together with an information regarding the possibility of claiming damages in court;
- 8) to provide the policyholder, the insured and the co-insured and the person making the claim, person holding the right to request the benefit or the successor of the insured or co-insured, who informed about this event, information and documents, which had an influence on determining the responsibility of PZU Życie SA or the amount of the benefit; at the request of the aforementioned persons, the information and documents may also be submitted electronically;
- 9) to provide at the request of the insured or the co-insured, the information regarding the benefits submitted by these persons at the stage of concluding the agreement or joining the insurance or copies of the documents prepared at the stage;
- 10) to perform the disclosure requirements towards the insured and the co-insured stated in § 11, section 2, item 1.

AMENDMENT TO THE AGREEMENT

§ 13

Amendments to the agreement shall be made through negotiations in offer mode or in another manner provided for in the generally applicable law and confirmed electronically.

The insured's or co-insured's consent shall be required for the purpose of amending the agreement to the detriment of the insured, the co-insured or the person having the right to receive the sum insured in the case of the death of the insured. The declaration including the consent shall be submitted by the insured to the policyholder.

SUM INSURED

§ 14

1. The sum insured is the amount constituting the basis for determining the amount of the benefits due for the event mentioned in § 4 section 2.
2. The sum insured is identical for all insured.
3. The sum insured is defined in the application for entering the agreement and confirmed by the policy.
4. The sum insured does not change throughout the duration of the agreement.
5. The sum insured shall not apply in the event of benefits stated in § 4 section 3.

PREMIUM

§ 15

1. The premium may come directly from the financial assets of the policyholder or the insured or in part from the financial assets of the policyholder and in part from the financial assets of the insured.
2. The premium is considered submitted at the moment of crediting the account indicated by PZU Życie SA.

§ 16

1. The amount of premium is determined by PZU Życie SA on the basis of: the scope of health services, the package of the insurance, the frequency of submitting the premiums, the number, the gender structure of the persons employed and the number of persons who join the insurance.
2. The data on the number, gender structure of the persons employed and the persons joining the insurance obtained prior to the conclusion of the insurance agreement with the policyholder may be used to determine the new amount of premium proposed to the policyholder in the proposition to conclude another insurance agreement or the amendment to the conditions of the insurance agreement on the policy anniversary.
3. In the event of a proposition to conclude another insurance policy or changing the conditions of the insurance policy on the policy anniversary, for the purpose of determining the new amount of premium proposed to the policyholder, PZU Życie SA shall have the right to use the data regarding the frequency and the cost of the performance of health benefits in the group life and health insurance Healthcare S.
4. The amount of the premium applicable is confirmed by a policy.
5. The frequency and timing of premiums shall be specified in the agreement application and confirmed in the policy.
6. The premium is not subject to indexation.
7. The premium is provided by the policyholder in advance in full required amount.

§ 17

1. In the event of arrears in submitting the full amount or a part of the premiums, PZU Życie SA requests the policyholder to complement the arrears, and to define in the request an additional time limit of at least 15 days to complete

- the documentation and to inform about the consequences of the failure to send the premium defined in section 3.
2. In the event of arrears in submitting the premiums, the submitted amounts shall be used primarily towards covering the arrears.
 3. PZU Życie SA's liability towards all the insured and co-insured shall be suspended after the ineffective lapse of the time limit indicated in the request specified in section 1, however no later than on the first day of the month following the month for which the premium due has not been paid.
 4. In the event the due premiums are settled in the period of the suspension of PZU Życie SA liability period, the liability of PZU Życie SA shall resume on the day it was suspended and the liability of PZU Życie SA shall be continual subject to section 7.
 5. In the event the premiums are not covered in the time limit specified in section 1, PZU Życie SA during the first month of suspending the liability of PZU Życie SA shall again request the policyholder to cover the arrears with indicating an additional period of 15 days and informing about the consequences of failure to pay the premium as stated in § 19 section 1(3) and § 19 section 2(1) and § 8 section 3.
 6. Failure to pay the arrears in the premiums within the time limit specified in section 5 shall cause the cessation of PZU Życie SA liability in accordance with § 19 section 1(3) and § 19 section 2(1).
 7. In the event of renewing the liability of PZU Życie SA mentioned in section 4, the applicable health services provided during the period of suspension of PZU Życie SA liability shall be carried out by PZU Życie SA on the principles defined in § 30.

THE BEGINNING AND THE END OF PZU LIFE SA LIABILITY

§ 18

1. The liability of PZU Życie SA towards the insured and the co-insured who joined the insurance upon the execution of the agreement shall start on the first day of the calendar month upon meeting the cumulative requirements specified below:
 - 1) before the start of the calendar month, PZU Życie SA has received the declarations of membership signed by the insured and the co-insured along with the list of such persons;
 - 2) the first premium shall be submitted within the time limit specified in the application for entering the agreement subject to section 2.
2. PZU Życie SA's liability towards the specific insured or co-insured who joined the insurance upon signing the agreement shall commence no earlier than on the day of signing the agreement and no earlier than on the day following the day on which the person declared to the policyholder that he or she wishes to use the reservation of the insurance coverage on his or her behalf on the conditions specified in the agreement, including to the amount of the insurance sum.
3. In the case of the persons who join the insurance within the duration of the agreement, the conditions of section 1–2 shall apply accordingly.

§ 19

1. The liability of PZU Życie SA towards the insured ends on the day one of the circumstances occurs:
 - 1) receipt by PZU Życie SA of a declaration of withdrawal from the agreement of additional insurance by the policyholder;
 - 2) death of the insured;

- 3) after the ineffective lapse of the period stated in § 17 section 5, however no later than by the end of the month following the month for which the last premium was submitted;
 - 4) policy anniversary applicable in the calendar year when then insured turns 68;
 - 5) the lapse of the period for which the premium was submitted, if the legal relationship between the insured and the policyholder ceased, subject to section 3;
 - 6) the lapse of the period for which the premium was submitted in the event the insured resigns from insurance, however no later than by the end of the month on which PZU Życie SA received the declaration on resignation;
 - 7) by the end of the month of applicability of the agreement on the current rules, if the insured did not consent to amend the agreement, in the case specified in § 13;
 - 8) the lapse of the notice of termination period of the agreement;
 - 9) termination of the insurance agreement.
2. The liability of PZU Życie SA towards the insured and the co-insured ends on the day one of the circumstances occurs:
 - 1) the conclusion of PZU Życie SA liability towards the insured;
 - 2) the death of the co-insured person;
 - 3) policy anniversary applicable in the calendar year when then life partner turns 68;
 - 4) policy anniversary applicable in the calendar year, on which the child turns 18 and in the case of attending school – 25 years of age;
 - 5) the lapse of the period for which the premium was paid in the case of the co-insured's resignation from the insurance, however no earlier than at the end of the month on which PZU Życie SA received the declaration on resignation;
 - 6) the lapse of the period for which the premium was paid in the case of changing the insurance package which does not cover the specific co-insured, however no earlier than at the end of the month on which PZU Życie SA received the declaration on changing the package;
 - 7) the lapse of the period for which the premium was submitted in the case of notifying PZU Życie SA about the dissolution of marriage or the dissolution of adoption, however no earlier than at the end of the month on which PZU Życie SA received the declaration about the fact;
 - 8) by the end of the month of applicability of the agreement on the current rules, if the co-insured did not consent to amend the agreement, in the case specified in § 13.
 3. PZU Życie SA's liability towards the insured and the co-insured shall be extended by one month after the cessation of the legal relationship between the insured and the co-insured, subject to paying the premium for the month.

EXCLUSIONS OF PZU ŻYCIE SA LIABILITY

§ 20

- PZU Życie SA shall not be liable towards the insured or the co-insured if the disease or the bodily injury were a result of:
- 1) congenital disease;
 - 2) infertility found by the medical professional responsible for the treatment;
 - 3) addictions.

PERSONS ENTITLED TO OBTAIN THE BENEFIT

§ 21

The right to the benefit due for the death of the insured shall be granted to the beneficiary subject to § 23 section 2.

§ 22

1. The insured has the right to appoint beneficiaries in the declaration of membership.
2. The insured has the right to change or to renounce beneficiaries at any time.

§ 23

1. In the event the insured indicated multiple beneficiaries and some of them have died before the death of the insured or have lost the right to the benefit, in such case the part of the benefit they are entitled to shall be divided into the remaining beneficiaries proportionally to their share in the benefit.
2. If the insured did not appoint a beneficiary or in the case all beneficiaries have died before the death of the insured or have lost the right to the benefit, in such case the benefit shall be given the members of the family of the insured subject to the following precedence:
 - 1) spouse in full;
 - 2) children in equal parts;
 - 3) parents in equal parts;
 - 4) all legal successors to the insured in equal parts;

§ 24

The benefit shall not be granted to the person who wilfully caused the death of the insured.

§ 25

The right to health services specified in § 4 section 1(2) shall be granted to the insured and the co-insured.

PERFORMANCE OF OBLIGATIONS

§ 26

1. The person applying for the performance of obligations due to the death of the insured shall submit to PZU Życie SA:
 - 1) declaration of claims;
 - 2) death certificate of the insured;
 - 3) other documents required to establish the legitimacy of the claim – upon request of PZU Życie SA.
2. PZU Życie SA decides on acceptance of the claim on the basis of the documentation referred to in section 1.
3. In the event the documents submitted by the applicant were made in language other than Polish, the applicant shall provide them translated to Polish by a sworn translator.

§ 27

1. In the event of death of the insured, PZU Życie SA shall perform the obligations at the latest 30 days after the date of receiving the notification regarding the occurrence of the event covered by PZU Życie SA responsibility.
2. In the event when the explanation of the circumstances required to define PZU Życie responsibility towards the insured or the amount of the obligation proved impossible, PZU Życie SA shall perform the obligation within 14 days after the day on which, upon due diligence, the explanation of the circumstances was possible, however the undisputed part of the benefit shall be paid out by PZU Życie SA in the time limit stated in section 1.

§ 28

1. The benefits for the death of the insured shall be payable as a single payment in full amount due.
2. If the benefit is not due in full or in part, PZU Życie SA shall immediately inform the person who submitted the claim and

the insured, if he or she is not the person making the claim, indicating the circumstances and the legal grounds confirming the full or partial refusal to issue the payment including an information on the possibility of asserting claims before a court.

RENDERING HEALTH SERVICES IN CASHLESS FORM

§ 29

1. PZU Życie SA renders the obligations towards the insured or the co-insured, granting the insured or the co-insured access to health services subject to the prior agreement though PZU Życie SA, in particular through the helpline, in accordance with the scope of health services specified in the declaration and in the medical centre indicated by PZU Życie SA, subject to section 2.
2. The insured or the co-insured has the right to specify his or her own preferences with respect to indicating: the location of the medical centre, the date of the consultation or the medical professional.
3. In the case of rendering health services at a medical centre indicated by PZU Życie SA, the waiting time for an outpatient consultation shall amount to the maximum of:
 - 1) 2 working days – in the case of internal diseases, general practice, paediatrics;
 - 2) 5 working days – in the case of the remaining outpatient consultations indicated in the scope of medical services.
4. In the case of providing the preferences of the insured or the co-insured specified in section 2, the availability criteria specified in section 2 shall not apply, and the dates shall be determined on a person-by-person basis, subject to the availability of a specific health service.
5. In the event that the person entitled to claim benefits is a child below the age of 15, the maximum waiting times specified in section 3 item 2 shall not apply – the organisation of an outpatient consultation shall depend on its availability at a specific location.
6. The list of medical clinics is available at pzu.pl and under the helpline number.

RENDERING HEALTH SERVICES IN CASH FORM

§ 30

1. PZU Życie SA allows the insured and the co-insured to benefit from health services in cashless form upon the principles specified in this paragraph in the cases specified below:
 - 1) if the parties reach such understanding – in a situation described in section 2. This fact shall be documented in the policy;
 - 2) during the suspended period of liability, subject to the condition the liability is renewed.
2. In the event of an occurrence of an event giving the right to receive health service in accordance with the held scope of health services and the agreement, the insured and the co-insured also has the right to use the selected medical centre, a doctor's clinic or a laboratory rendering health services operating in the territory of the Republic of Poland outside of the health provider's network, unless he or she wishes to benefit from health services rendered in cashless form regardless of the reason.
3. PZU Życie SA shall render the health services specified in section 1 up to the amount specified for a given health service in the "Health Services Price List" constituting an appendix to the agreement.

4. PZU Życie SA decides on the acceptance of the claim within the scope of the performance of health services referred to in section 1 based on:
 - 1) the application on the payment of the benefit constituting a notification on an event covered by PZU Życie SA liability;
 - 2) an original named invoice containing the names of the health services provided as well as their unit prices;
 - 3) other documents required to establish the legitimacy of the claim – upon request of PZU Życie SA.
5. PZU Życie SA performs the benefits due for the health services specified in section 1 at the latest within 30 days after receiving the notification about an event subject to PZU Życie SA's liability and the invoice mentioned in section 4(2).
6. In the event when the explanation of the circumstances required to define PZU Życie responsibility towards the insured or the amount of the obligation proved impossible, PZU Życie SA shall perform the obligation within 14 days after the day on which, upon due diligence, the explanation of the circumstances was possible, however the undisputed part of the benefit shall be paid out by PZU Życie SA in the time limit stated in section 5.
7. The detailed rules on the performance of the health services outside of the health provider's network are specified in the document titled "Reimbursement of the Costs of Health Services Rendered Under Healthcare S Insurance – Answers to the Basic Questions," which constitutes an appendix to the Agreement.

RENDERING THE HEALTH SERVICES – COMMON PROVISIONS

§ 31

1. In the event where PZU Życie SA in connection with the performance of any obligations arising under the agreement is obliged to, in accordance with the binding legal regulations, collect and pay any amounts due, in particular amounts due for tax obligations of the beneficiaries, the amounts collected and paid by PZU Życie SA shall reduce the amounts of the specific payments payable by PZU Życie SA on the basis of the agreement.
2. The taxation of the liabilities of PZU Życie SA shall be regulated by the applicable laws on income tax, in particular the regulations of the act on income tax from natural persons.

§ 32

If the benefit is not due in total or in part, PZU Życie SA shall immediately inform the person making the claim or the insured or co-insured if he or she is not the person making the claim, indicating the circumstances and legal grounds justifying the total or partial refusal to supply the benefit and to inform the person concerned of the possibility of pursuing his or her claims before the courts.

FINAL PROVISIONS

§ 33

1. The legal action for claims arising out of the agreement can be brought before the court having general jurisdiction on the basis of the legal provisions or the court having jurisdiction over the domicile or the registered office of: the policyholder, the insured, the co-insured beneficiary or other person authorised to claim benefits under the agreement or the court having jurisdiction over the domicile of the successor of: the insured, the co-insured, the beneficiary

or another person holding the right to claim benefits under the agreement.

2. The relationships under this agreement are governed by Polish law.

§ 34

Any matters not regulated herein shall be subject to the provisions of the civil law, the act on insurance activity and other applicable legal regulations.

§ 35

1. All notifications, requests and declarations of PZU Życie SA related to the agreement shall be made in writing or any other form agreed upon by the policyholder and PZU Życie SA and shall be legally effective upon delivery.
2. All notifications, requests and declarations related to the agreement submitted to PZU Życie SA shall be made in writing or in any other form agreed upon by the policyholder and PZU Życie SA and shall be legally effective upon delivery.
3. PZU Życie SA, the policyholder and the insured shall be obliged to inform about each change of address.

§ 36

1. A claim, complaint or grievance shall be submitted to any PZU Życie SA unit serving the customer.
2. A complaint, grievance or complaint may be filed:
 - 1) In writing – personally or sent with a postal parcel within the meaning of the Postal Law act, for instance by writing to the address: PZU Życie SA 18A Postępu St., 02-676 Warsaw (address for correspondence only);
 - 2) in writing – sent to the address for electronic delivery of PZU SA, within the meaning of the Electronic Delivery Act, from the date of entering that address into the database of electronic addresses;
 - 3) verbally – by telephone, for example by calling the hotline number 801 102 102, or in person for a record during a visit to the unit referred to in item 1;
 - 4) electronically – by sending an e-mail to reklamacje@pzu.pl or by filling out a form at pzu.pl.
3. PZU Życie SA considers the complaint and responds to it without undue delay, but no later than within 30 days of receipt of the complaint, subject to section 4.
4. In particularly complicated cases, making it impossible to process a claim, complaint or grievance and to reply within the period referred to in section 3, PZU Życie shall submit the following to the person who made the claim, complaint or a grievance:
 - 1) the reason for the delay;
 - 2) circumstances which must be defined for the processing of the case;
 - 3) it shall indicate the expected time limit for considering the complaint, claim or grievance and providing an answer, which may not exceed 60 days from the date of receiving the complaint, claim or a grievance.
5. PZU Życie SA's response to the complaint, complaint or grievance shall be provided to the person who has submitted it:
 - 1) in the event a natural person is the client – in writing, however, a reply may also be delivered electronically solely at the request of the client;
 - 2) where the customer is an entity other than those referred to in point 1 – in writing or using another durable medium.
6. A natural person who has lodged a complaint has the right to submit an application to the Financial Ombudsman concerning:
 - 1) not considering the complaints within the framework of handling complaints;

- 2) failure to perform the actions resulting from the complaint processed in accordance with the will of such person within the time limit defined in response to such complaint.
7. Claims, complaints and grievances are handled by PZU Życie SA's organizational units which are competent with respect to the subject matter of the case.
8. The complaints are regulated in the act on processing complaints by financial market entities and the Financial Ombudsman and in the act on the distribution of insurance.
9. PZU Życie SA provides for the possibility of out-of-court dispute resolution.
10. The entity authorized within the meaning of the Act on out-of-court handling of consumer disputes, competent for PZU SA to handle disputes out of court is the Financial Ombudsman, whose website address: www.rf.gov.pl.
11. The policyholder, the insured, the beneficiary and the authorised on the basis of the insurance agreement who is a consumer shall have the right to seek assistance with the Municipal and District Consumer Ombudsmen.
12. PZU Życie SA communicates with its consumers in Polish.
13. PZU Życie SA is supervised by the Financial Supervision Authority.

§ 37

1. These General Insurance Terms and Conditions were approved by Resolution No. UZ/123/2022 of the Management Board of Powszechny Zakład PZU Życie SA of 01 July 2022.
2. These General Terms and Conditions shall enter into force on 25 July 2022, and shall apply to insurance agreements concluded from 1 August 2022.