

GENERAL TERMS AND CONDITIONS FOR PERSONAL CASUALTY INSURANCE FOR CHILDREN, YOUTHS AND PERSONNEL



established by the Resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna
no. UZ/102/2013 of 29 March 2013

GENERAL PROVISIONS

§ 1

These general terms and conditions, further referred to as the "General Conditions", apply to group personal casualty insurance contracts concluded by the Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as PZU SA for the benefit of children, youths and personnel.

§ 2

1. Additional provisions, or provisions different from those set forth in these General Conditions may be introduced to the insurance contract, subject to agreement with the Policyholder.
2. PZU SA is obliged to present to the Policyholder the differences between the contents of the insurance contract and the General Conditions, in written form before concluding the insurance contract. If this obligation is not complied with, PZU SA may not quote the difference unfavorable for the Policyholder or for the Insured. This provision does not apply to insurance contracts concluded by way of negotiations.

§ 3

The Insured may demand that PZU SA provides him/her with information on the provisions of the concluded insurance contract and on General Conditions in the scope in which they pertain to his/her rights and obligations.

DEFINITIONS

§ 4

The terms used in the General Conditions shall have the meaning specified below:

- 1) **fight** – a conflict of three or more persons dealing blows to each other, with each of them having a double role – as the assailed and assailant;
- 2) **PZU Emergency Center** – the Emergency Center working for PZU SA, providing assistance services defined in the General Conditions; the Emergency Center operates 24 hours a day 7 days a week and it is the location where the Insured or a person acting on his/her behalf is obliged to report the insurance accident; the phone number of the PZU Emergency Center is provided in the insurance document;
- 3) **severe bodily injuries** – the following injuries arising as a result of insurance accident, confirmed in medical documentation:
 - a) complete and permanent loss of vision, hearing, speech, reproductive capacity or
 - b) permanent and serious impairment, or loss of function of an important organ or organs, and specifically: one-eyed blindness, serious two-sided sight impairment, loss of lower limb at least on the level of the shank, loss of an important internal organ, stiffness of one of the major joints (shoulder, elbow, hip, knee, ankle) especially in an unfavorable position, loss of prehensile ability of the hand (loss of at least three fingers, including the thumb), paresis or paralysis of at least one limb;
- 4) **temporary inability to study** – a temporary inability of the Insured to participate in all school classes, arising in consequence of insurance accident; a doctor's leave from physical education classes does not mean inability to study under these General Conditions;
- 5) **temporary inability to work** – a temporary inability of the Insured to gainful employment, arising as the consequence of the insurance accident, documented with a medical certificate on temporary inability to work, issued in line with current legal provisions;
- 6) **insurance document** – the policy, certificate or another document confirming the conclusion of insurance contract;
- 7) **hospitalization** – an stay of the Insured at the hospital in consequence of an insurance accident, uninterrupted and lasting for more than 1 day, tied to treatment of conditions which arose in consequence of the insurance accident and for whom outpatient treatment is not possible; under these General Conditions a day of hospital stay is a calendar day during which the Insured was staying at the hospital, regardless of the actual length of stay during that given day; the first day of hospitalization is the day of admission and the last one – the day of discharge;
- 8) **intra-cranial hemorrhage** – extravasation of blood into the craniocerebral cavity;
- 9) **treatment** – doctors' visits and consultations, outpatient treatment, hospital treatment, outpatient procedures, surgical procedures, tests ordered by the doctor, taking medication and applying dressings, transport from the location of accident to the hospital or outpatient clinic, rehabilitation;
- 10) **outpatient treatment** – treatment other than hospitalization;
- 11) **surgical treatment of a fracture** – internal or external stabilization of a fracture tied to a surgical procedure which interrupts tissue continuity;
- 12) **malicious tumor** – a disease manifesting itself by the presence of a malicious tumor (i.e. a tumor that is not encapsulated and is able to invade tissues and create remote metastases); the term "malicious tumor" includes leukemia and malicious diseases of the lymphatic system;
- 13) **accident** – a sudden event caused by an external reason, in consequence of which the Insured, regardless of his/her will, sustained bodily injury, disturbance of health or died;
- 14) **frostbite** – damage of the skin and subcutaneous tissues due to low temperature;
- 15) **insurance period** – the period of PZU SA liability defined in the insurance contract;
- 16) **burn** – damage of the skin and subcutaneous tissues due to action of high temperature, chemicals, ionizing radiation or electric current;
- 17) **personnel** – teaching and administrative employees of the given school or other institution;
- 18) **medical facility** – a healthcare entity within the meaning of the Act on medical activity;
- 19) **grievous bodily harm – a bodily harm occurring as the result of an accident, which resulted in one of the consequences listed below, confirmed by medical documentation:**
 - a) hospitalization commenced up to 3 days after the trauma and lasting without interruption for at least 14 days,
 - b) an urgent surgical procedure (up to 7 days from admission to hospital),

- c) qualification of the insured for a planned surgical procedure,
- d) permanent neurological deficit after damage to the brain, spinal cord or nerve roots,
- e) permanent worsening of acuity of vision or permanent narrowing of the field of vision,
- f) permanent worsening of the auditory acuity,
- g) partial amputation of limbs,
- h) partial loss of internal organs;
- 20) **gainful work** – a form of performing work for remuneration:
- 1) under:
 - a) a civil law contract or
 - b) an employment relationship or
 - c) an official relationship of administrative and legal nature, or
 - 2) within performance of business activity under own name, including the running of a farmstead;
- 21) **orthopedic objects and auxiliary materials** – medical products necessary from the medical standpoint, replacing lost organs or supporting the lost or worsened functions of organs;
- 22) **statutory representative** – a parent exercising parental authority, or a court-appointed guardian;
- 23) **rehabilitation** – treatment necessary from the medical standpoint, restoring functions and capacity after the insurance accident, performed by persons who possess the necessary qualifications and licenses;
- 24) **Poland** – the Republic of Poland;
- 25) **hospital** – a medical facility providing round-the-clock care for patients in terms of diagnostics and treatment, with qualified team of doctors and nurses; under these General Conditions, this term does not include a nursing home, hospice, a rehab center, sanatorium or spa, or sanatorium hospital;
- 26) **coma** – a condition resulting from the insurance accident, lasting continually for at least 30 days and requiring the use of a life support system, entailing the presence of deep, quantitative disturbances of consciousness, having the form of lack of reaction to external verbal and pain stimuli, tied to severe brain damage; Under these General Conditions, this term does not drug-induced coma for treatment purposes;
- 27) **permanent bodily harm** – complete physical loss of an organ, or complete loss of its function;
- 28) **permanent detriment to health** – permanent bodily harm or disturbance of health, without prospects for improvement;
- 29) **the Policyholder** – an individual, a legal person or organizational entity with no legal personality, who signed an insurance contract with PZU SA;
- 30) **the Insured** –
- 1) a student;
 - 2) a child or a youth at an institution;
 - 3) personnel;
 - 4) statutory representative of the Insured, referred to in items 1 and 2, in the scope indicated in § 6 with respect to the benefit referred to in § 14 item 7;
 - 5) the person who is providing for the student referred to in item 1, in the scope indicated in § 6 with respect to the benefit referred to in § 14 item 7;
- for whose benefit the insurance contract was concluded;
- 31) **the beneficiary** – a person named by an Insured of legal age as entitled to collect the benefit due in the case of the Insured's death;
- 32) **congenital cardiac defect** – a congenital (existing at the time of the Insured's death) anatomical irregularity of the heart;
- 33) **concussion** – post-trauma disorder of the brain function, whose main symptom involves short-term loss of consciousness with associated retrograde or anterograde amnesia;
- 34) **insurance accident** – an accident, suffering bodily injuries as a result of epilepsy attack or fainting caused by unknown reason, intra-cranial hemorrhage, myocardial infarction;
- 35) **surgery** – a medical procedure performed at a medical facility by a doctor authorized to perform it, under general or local anesthesia, conducted with the open or endo-scope method;
- 36) **institution** – an institution other than the school, providing care and education for children or youths, e.g. day care center, kindergarten, orphanage, child care center, a children or youth organization;
- 37) **myocardial infarction** – necrosis of part of the myocardium caused by a sudden reduction in blood flow to this part of myocardium;
- 38) **fracture** – a trauma-related break of the bone, fractures include also a trauma-induced slipping of the epiphysis:
- a) open – with rupture of the skin near the broken bone,
 - b) closed – when the skin near the broken bone is intact;
- 39) **dislocation** – a trauma-related move of one surface of the joint in relation to the other, for the purpose of this insurance the dislocation must be confirmed with an imaging examination.

SUBJECT AND SCOPE OF INSURANCE

§ 5

Subject to provisions of § 6, the subject of insurance covers the consequences of:

- 1) an accident;
- 2) a myocardial infarction,
- 3) intra-cranial hemorrhage,
- 4) bodily injuries which were caused by an epilepsy attack or fainting for unknown reason, involving a bodily harm, disturbance of health or causing death of the Insured.

§ 6

With respect to the insured statutory representative and the person who is providing for the student, the subject of insurance is solely death being the consequence of an accident, referred to in § 5 item 1.

§ 7

1. The insurance contract may be concluded under one of the following options:
 - 1) under the option I or
 - 2) under option II.
2. The types of benefits and their amounts are specified in §§ 12–14.

§ 8

PZU SA is liable for insurance accidents which occurred during the period of insurance.

EXCLUSIONS OF LIABILITY

§ 9

1. The liability of PZU SA does not cover the consequences of accidents, which occurred:
 - 1) in a state of drunkenness or intoxication with drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of insurance accident;
 - 2) as a result of poisoning caused by nicotine, consumption of alcohol, use of drugs, intoxicants, psychotropic substances or

replacement substances, according to the regulations on preventing drug addiction;

- 3) as a result of the Insured participating in fights (with the exception of acting in necessary self-defense) and with relation to an offence willfully committed or attempted by the Insured;
 - 4) due to the Insured's active participation in strikes, riots, disturbances, protest actions, road blockades, acts of terrorism or sabotage, unless the participation in strikes, riots, disturbances and road blockades resulted from the performance of business duties;
 - 5) as the result of performance of medical procedures, irrespective of who performed them, unless the medical procedures applied to treating direct consequences of insurance accidents;
 - 6) while the Insured drove a motor vehicle, if the Insured did not have the license to drive the given vehicle, unless that had no influence on the occurrence of insurance accident;
 - 7) while the Insured drove a vehicle other than a motor vehicle, if the Insured did not have the license to drive the given vehicle, unless that had no influence on the occurrence of insurance accident.
2. The liability of PZU SA excludes the consequences of all illnesses or medical conditions, even those which occurred suddenly or were revealed only in the consequence of the insurance accident, or were the reason for the accident's occurrence, subject to provisions of § 5 items 2, 3 and 4. If the illness or medical condition influenced the accident's occurrence – that is, the reason for accident was both the illness or medical condition and an external cause- the liability of PZU SA includes bodily harm or disturbance of health that are the consequence of the action of the external cause.
3. The liability of PZU SA does not include assistance services if the event being the basis to organize such service occurred:
- 1) with relation to or in consequence of circumstances which are referred to in section 1,
 - 2) in consequence of illnesses or health conditions referred to in section 2.
4. The liability of PZU SA does not cover compensation for endured pain, physical and moral suffering; nor for damages including the loss, damage to or destruction of an object.
5. The state of drunkenness, or state after the use of intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, as well as the authorization of the driver to drive the vehicle are evaluated on the basis of the law of the state in which the event occurred.

SUM INSURED AND LIABILITY LIMITS

§ 10

1. The sum insured and limits for the individual benefits are defined in the insurance contract.
2. The sum insured is determined in agreement with the Policyholder, and ranges from PLN 1 000.00 to PLN 100 000.00 for every person insured, subject to provisions of section 3.
3. For the insured statutory representative and the person who is providing for the student, the sum insured is set at PLN 1 000.00.
4. During the term of the insurance contract, the Policyholder may increase the sum insured or extend the scope of insurance, subject to the approval of PZU SA and subject to provisions of section 5.
5. An amendment of insurance terms, referred to in section 4 above, causes the need to restate the insurance premium corresponding to the period of amended insurance terms.
6. In the case of increase of the sum insured or extension of coverage scope, PZU SA shall be liable within the limits of the increased sum insured or extended coverage scope starting from the day following the date when PZU SA delivered its statement on approval to increase the sum insured or to extend coverage scope, as the case may be.

BASIC BENEFITS COVERAGE OPTIONS

§ 11

The Insured is entitled to benefits according to types and amounts specified in the concluded insurance contract, which can be concluded under option I or option II.

§ 12

The insurance contract:

- 1) concluded under **option I** covers the following basic benefits, specified in Table 1 below:

Table no. 1
Basic benefits under option I

Item	Types of basic benefits
1.	Death benefit
2.	For permanent disturbance of health
3.	One-time benefit in the case of lack of permanent disturbance of health and of consequences other than those listed in Tables 3, 4, 6 and 7 – specified in Table no. 5
4.	For the refund of the costs of purchasing orthopedic objects and auxiliary materials, as well as the cost of dental reconstruction of permanent teeth
5.	Refund of the costs of vocational retraining of disabled persons
6.	Post-accident assistance benefits rendered in the territory of Poland

- 2) concluded under **option II** covers the following basic benefits, specified in Table 2 below:

Table no. 2
Basic benefits under option II

Item	Types of basic benefits
1.	Death benefit
2.	For permanent bodily harm (Table no. 3)
3.	For permanent disturbance of health caused solely by a myocardial infarction, intracranial hemorrhage or serious bodily harm
4.	For fractures of bones or dislocations of bones (Table no. 4)
5.	For consequences other than those listed in Tables no. 3, 4, 6 and 7 – specified in Table no. 5
6.	For burns or frostbite (Table no. 6)
7.	For concussion or suspected concussion of the brain (Table no. 7)
8.	For bites and stings
9.	For the refund of the costs of purchasing orthopedic objects and auxiliary materials, as well as the cost of dental reconstruction of permanent teeth
10.	Refund of the costs of vocational retraining of disabled persons
11.	Post-accident assistance benefits rendered in the territory of Poland

DETAILED PROVISIONS REGARDING BASIC BENEFITS

§ 13

- 1. Benefit for death of the Insured under option I and option II** – is due as 100% of the sum insured. This benefit is due if death occurred not later than within 24 months from the date of the insurance accident.
- 2. Benefit for permanent disturbance of health under option I and option II** – is due in an amount corresponding to such percent of the sum insured in which the Insured sustained a permanent disturbance of health, and that disturbance of health is determined:
 - 1) by a doctor designated by PZU SA, on the basis of the current "Table of norms for the assessment of percentage values of permanent disturbance of health", approved by the relevant resolution of the PZU SA Management Board and valid as at the date of conclusion of the insurance contract, enclosed as appendix to the insurance contract;
 - 2) not later than during the 24th month from the date of the insurance accident – any later change in the degree of permanent disturbance of health (improvement or worsening) does not constitute grounds to change the amount of the benefit.

This benefit is the permanent disturbance of health occurred not later than within 24 months from the date of the insurance accident.
- 3. Benefit for permanent disturbance of health under option II** – is due in an amount corresponding to the relevant percent of the sum insured in, according to Table 3 below:

**Table no. 3
Permanent bodily injury**

Item	Type of permanent bodily injury	% of sum insured defined in the insurance contract
1.	Complete loss of upper limb at the shoulder or arm level	80
2.	Complete loss of upper limb at the elbow or forearm level	60
3.	Complete loss of hand	50
4.	Complete loss of the 2 nd , 3 rd , 4 th and 5 th fingers	8 – for each finger
5.	Complete loss of thumb	22
6.	Complete loss of lower limb on the hip joint or thigh bone level	75
7.	Complete loss of lower limb on the knee joint, shank or ankle joint level	60
8.	Complete loss of foot	40
9.	Complete loss of the 2 nd , 3 rd , 4 th and 5 th toes	3 – for each toe
10.	Complete loss of the large toe	15
11.	Complete loss of vision in one eye	50
12.	Complete loss of vision in both eyes	100
13.	Complete loss of hearing in one ear	30
14.	Complete loss of hearing in both ears	50

Item	Type of permanent bodily injury	% of sum insured defined in the insurance contract
15.	Complete loss of the auricular concha	15
16.	Complete loss of the nose	20
17.	Complete loss of permanent teeth	2 for each permanent tooth lost – in the case of loss of up to 9 permanent teeth; maximum 20 for all permanent teeth lost – in the case of loss of more than 9 permanent teeth
18.	Complete loss of the spleen	20
19.	Complete loss of one kidney	35
20.	Complete loss of both kidneys	75
21.	Complete loss of the uterus	40
22.	Complete loss of an ovary or testicle	20
23.	Complete loss of speech	100
24.	Paralysis or paresis of at least two limbs, below 3 rd degree on the Lovette scale	100
25.	Coma lasting for more than 30 days	100

4. Benefit for fractures of bones or dislocations of joints – under option II:

- 1) is due according to Table 4 below:

**Table no. 4
Fractures of bones or dislocations of joints**

Item	Type of fracture or dislocation	% of sum insured defined in the insurance contract
1.	Fracture of bones of the calvaria and base of skull	5
2.	Fractures of the craniofacial bones	4
3.	Fractures of the shoulder blade, collarbone, breastbone	4.5 – for each bone
4.	Fracture of the rib	2.0 for each fractured rib – in the case of up to 9 ribs fractured; maximum 10.0 for all broken ribs (if more than 9 ribs are broken)
5.	Fracture of the humeral bone	7
6.	Dislocation of the shoulder joint	7
7.	Fractures of the forearm bones (one or both)	4
8.	Dislocation of the elbow joint	5
9.	Fractures of the hand bones, excluding finger bones	3



Item	Type of fracture or dislocation	% of sum insured defined in the insurance contract
10.	Fractures of finger bones – from 2 nd to 5 th finger	2 for each finger
11.	Joint dislocations of the finger bones – from 2 nd to 5 th finger	2 for each finger
12.	Fractures of thumb	3
13.	Dislocation of the thumb	3
14.	Unstable fracture of the pelvis	10
15.	Stable fracture of the pelvis	4,5
16.	Dislocation of the hip joint	10
17.	Fracture of the femur bone	10
18.	Fractures of the shank bones (one or both)	7
19.	Fracture of the patella	4
20.	Dislocation of the knee joint, excluding dislocation of the patella	5
21.	Fractures of the foot bones, excluding toes	4
22.	Fractures of the large toe	2,5
23.	Fractures of the toes – from 2 nd to 5 th toe	2 for each toe
24.	Dislocation of the ankle	4
25.	Fractures of the spine – of the vertebral body and vertebral arches (excluding coccyx)	11 – for each vertebra
26.	Fractures of the spine – of the transverse process and acanthi	2.5 – for each vertebra
27.	Fractures of the coccyx	3,5
28.	Fracture of a permanent tooth	0.5 for each fractured permanent tooth – if up to 9 permanent teeth are fractured; maximum 5 for all fractured permanent teeth (if more than 9 permanent teeth are fractured)

- 2) does not include recurrent dislocations of the joints;
3) in the case of surgical treatment of a fracture or dislocation listed in Table no. 4 the Insured is entitled to – aside from the benefit resulting from Table no. 4 – an additional benefit in the amount of 2% of the sum insured for each organ that was operated; the organ that was operated shall be understood as an organ listed in Table no. 4.

5. Benefit for consequences other than listed in Tables 3, 4, 6, 7 – under option I and option II:

- 1) is due in an amount corresponding to the relevant percent of the sum insured, according to Table no. 5 below, subject to the provision that under option I the benefit is due only if there is no permanent disturbance of health:

Table no. 5
Consequences other than listed in Tables 3, 4, 6 and 7

Item	Type of consequence	% of sum insured defined in the insurance contract	
		Option I	Option II
1	Sudden poisoning with gases, chemical products and substances, electric shock or strike by lightning, when these conditions required hospitalization.	1	5
2	Consequence of bodily injuries under a single insurance accident which required a doctor's intervention at a medical facility, combined with further treatment and requiring at least one follow-up visit, and is not included in the Tables or cannot be classified under the definition of grievous bodily harm (does not apply to dental intervention).	1	1.5

- 2) in case where the bodily harm or disturbance of health can be classified under both items in Table no. 5, the Insured is entitled to benefit only under one of these items, the one which is more favorable for him/her.

6. Benefit for burns or frostbite – under option II – is due in an amount corresponding to the relevant percent of the sum insured, according to Table 6 below:

Table no. 6
Burns or frostbite

Item	Type and size of burn / frostbite	% of sum insured defined in the insurance contract
1.	2 nd degree burn up to 1% of body surface area	1,5
2.	2 nd degree burn from 1% to 15% of body surface area	4
3.	2 nd degree burn from 15% to 30% of body surface area	7
4.	2 nd degree burn of more than 30% of body surface area	20
5.	3 rd degree burn up to 5% of body surface area	4
6.	3 rd degree burn from 5% to 10% of body surface area	10
7.	3 rd degree burn above 10% of body surface area	20
8.	Burn of the respiratory tract, treated at hospital	20
9.	2 nd degree or higher frostbite – of one finger or toe	1,5
10.	2 nd degree or higher frostbite – of more than one finger or toe, frostbite of the nose or ear	4

- 7. Benefit for concussion or suspected concussion – under option II** – is due in an amount corresponding to the relevant percent of the sum insured, according to Table 7 below, if the Insured was hospitalized with relation to the concussion or suspected concussion:

Table no. 7

Concussion or suspected concussion of the brain

Item	Hospitalization	% of sum insured defined in the insurance contract
1.	2 days	1
2.	3 days	2
3.	4 days and more	3

- 8. Benefit for bites and stings under option II** – is due as 10% of the sum insured, if the Insured was hospitalized with relation to a bite or sting.
- 9. Refund of the costs of purchasing orthopedic objects and auxiliary materials, as well as the cost of dental reconstruction of permanent teeth – under option I and option II** – is due in the amount of up to 25% of the sum insured, if the need to incur these costs arose within 24 months from the date of the insurance accident, and the refund of costs of dental reconstruction of permanent teeth cannot exceed PLN 200.00 per tooth.
- 10. Refund of the costs of vocational retraining of disabled persons – under option I and option II** – is due in the amount of up to 25% of the sum insured, if the need to incur these costs within the territory of Poland arose within 24 months from the date of the insurance accident.

11. Post-accident assistance benefits rendered in the territory of Poland

The assistance services referred to in items 1–6 are rendered by the PZU Emergency Center within the territory of Poland with relation to the occurrence of an insurance accident during the insurance period, with the reservation that with relation to services referred to in item 3, assistance services are provided with relation to an accident.

Depending on the insurance accident, at the request of the Insured or a person acting on his/her behalf, PZU SA organizes and covers the costs of the following assistance services:

1) Medical assistance

PZU SA organizes and covers the costs of medical assistance, up to PLN 2 000.00 for all the services listed below, with relation to each insurance accident:

- a) **doctor's house call** – organization of a single doctor's call at the Insured's place of stay and coverage the costs of doctor's fee and travel costs, PZU SA does not cover the costs of additional diagnostic tests ordered by the doctor during such visit,
- b) **medical consultations of the Insured at a medical facility** – organizing a doctor's visit of the Insured at a medical facility designated by the PZU Emergency Center and covering the doctor's fee; PZU SA does not cover the costs of additional diagnostic tests ordered by the doctor during such visit; at the request of the Insured PZU SA organizes transport to the medical facility and covers its cost,
- c) **nurse's house call** – if the Insured's condition requires a nurse's visit at his/her place of stay, PZU SA organizes and covers the cost of the nurse's commute to the Insured's home and her fees; this service includes the performance of medical procedures ordered by the attending physician,
- d) **transport** – organizing and covering the costs of transporting the Insured:

- to an appropriate medical facility from the location of the Insured's stay or the location of the insurance accident,
- between medical facilities where medical assistance was provided or if the Insured is referred to specialist tests or surgical procedure at another medical facility,
- to another hospital, if the medical facility where the Insured is being hospitalized does not guarantee appropriate care for the Insured's condition,
- from the medical facility to the Insured's place of stay after providing medical assistance, if according to the orders of the attending physician the Insured should not use own transport means or local public transportation;

2) Rehabilitation and nursing care

PZU SA ensures:

- a) **organization of the rehabilitation process** – if the attending physician ordered rehabilitation procedures, PZU SA organizes and covers the cost of a physical therapist's visits (therapist's fee and costs of commute) at the Insured's place of stay or organizes and covers the costs of transporting the Insured to a rehabilitation outpatient clinic and the costs of rehabilitation procedures performed at that outpatient clinic; this benefit is provided up to the total amount of PLN 500.00 per each insurance accident and the location where the procedures are performed is determined by the attending physician of the Insured;
- b) **delivery of small rehabilitation or medical equipment** – if the Insured, according to recommendations of the attending physician, should use certain rehabilitation or medical equipment at home, PZU SA organizes and covers the costs of an information service regarding the stores or rental stores offering rehabilitation equipment. PZU SA also organizes and covers the cost of transporting small rehabilitation equipment to the Insured's place of stay; this benefit is provided up to the total amount of PLN 300.00 and the cost of renting or purchasing the equipment is covered by the Insured;
- c) **delivery of drugs prescribed by a doctor to the Insured's place of stay** – if according to the doctor's order the Insured has to stay at home, PZU SA organizes and covers the costs of delivering the necessary drugs prescribed by the doctor if they are available in Poland; if the Insured needs also OTC drugs which are available at the same location as the prescription drugs, PZU SA shall deliver the OTC drugs indicated by the Insured; this benefit is performed up to the amount of PLN 300.00 and the costs of the drugs are covered by the Insured;
- d) **home nursing care after hospitalization** – if the Insured is hospitalized for longer than 2 days in consequence of the insurance accident, PZU SA organizes and covers the cost of nurse's care (costs of nurse's commute and her fees) following the completion of hospitalization, at the Insured's place of stay; The justification for the home nursing is determined by the attending physician of the Insured; the service is performed up to the amount of PLN 1 000.00 per each insurance accident;

3) Psychological help

If as the result of the accident covered by PZU SA liability the Insured suffers severe bodily injuries, or as the result of the accident in which the Insured participated the following occurs:

- a) death of the Insured's spouse, or
- b) death of the Insured's child, or
- c) death of the parents of the Insured or of the Insured's spouse,

and the Insured reports the need for psychological assistance, PZU SA organizes and covers the costs of the Insured's consultations with a psychologist, in a number recommended by the psychologist during the first such visit, up to the total amount of PLN 1 500.00. If as the result of the insurance accident covered by PZU SA liability the Insured dies, the spouse, children and parents of the Insured are entitled to the psychological assistance described above; PZU SA organizes and covers the costs of that person's consultations with a psychologist, in a number recommended by the psychologist during the first such visit, up to the total amount of PLN 1 500.00 per each such person;

- 4) **Private tuition for students of primary schools, lower secondary and upper secondary schools, excluding students of post-secondary schools pursuant to the Act on the education system** – if due to an insurance accident the student is unable to attend school for more than 10 days from the date of the insurance accident, PZU SA organizes and covers the costs of individual tuition on up to 2 selected subjects covered by the school syllabus, up to PLN 400.00 per each insurance accident;
- 5) **Medical hotline and telephone consultations with the physician of the PZU Emergency Center** PZU SA provides access to medical hotline, which means a conversation with the doctor of the PZU Emergency Center, who within his/her professional capacity provides verbal information to the Insured regarding proceedings tied to medical care. This information does not cover issues of diagnosis and treatment.

PZU SA shall not be liable for the costs of assistance services incurred by the Insured without the prior approval of the PZU Emergency Center, unless contacting the PZU Emergency Center in the manner described in § 32 section 1 was not possible for reasons beyond the control of the Insured.

ADDITIONAL BENEFITS

§ 14

At the request of the Policyholder the insurance contract concluded under option I or option II may include the following additional benefits upon the payment of additional premium:

- 1) **refund of treatment costs** – including rehabilitation, is due according to the Policyholder's decision: up to 20% or up to 30% of the sum insured, if:
 - a) they were necessary from medical standpoint,
 - b) the need to incur them arose not later than within 24 months from the date of the said insurance accident,
 - c) in the case of rehabilitation – if the need to undergo it arose not later than within 6 months from the date of the said insurance accident;
- 2) **lump-sum benefit for the period of temporary inability to work or study** – is due in the amount of 0.06% of the sum insured for each day of such inability if the period of inability to work or study lasts for more than 14 days and not more than for 180 days, for one and for all insurance accidents occurring during the insurance period;
- 3) **hospital per diem** – is payable from the second day of hospitalization of the Insured onwards, in the amount of 0.2% of the sum insured per one day of hospitalization, up to 90 days under one insurance accident;
- 4) **one-time benefit in the case of death of the insured caused by a malicious tumor** – in the amount of PLN 1 000.00;
- 5) **one-time benefit in the case of death of a child or student aged up to 25 years due to a congenital cardiac defect** – in the amount of PLN 1 000.00;

- 6) **one-time benefit in the case of amputation of a limb or part of limb caused by a malicious tumor in a child or student aged up to 25 years** – in the amount of PLN 1 000.00;
- 7) **one-time benefit in the case of death of statutory representative or the person who is providing for the student** – in the amount of PLN 1 000.00.

INSURANCE CONTRACT

§ 15

The insurance contract is concluded for a definite period of time.

§ 16

1. One school or institution can enter into separate insurance contracts under two different insurance options, or different sums insured.
2. In the case referred to in section 1, separate insurance documents are issued which confirm the conclusion of the insurance contract.

§ 17

1. The insurance contract is concluded in the group form on the basis of a written application submitted by the Policyholder.
2. The Policyholder is obliged to inform PZU SA of all circumstances known to him/her about which PZU SA asked in the offer form/ application form or in other correspondence preceding the conclusion of the insurance contract. If the Policyholder concludes the insurance contract through a representative, this obligation bears also upon the representative and includes also circumstances known to him/her. If PZU SA concluded the insurance contract despite lack of answers to some of the questions, the omitted circumstances are treated as irrelevant.
3. During the term of the insurance contract, the Policyholder is obliged to notify PZU SA of all changes to circumstances referred to in section 2, forthwith after becoming aware of them.
4. In case of concluding insurance contract for the benefit of a third party, the obligations specified in sections 2 and 3 bear both upon the Policyholder and the Insured, unless the Insured was unaware of the contract concluded for his/her benefit.
5. PZU SA is not liable for the consequences of circumstances which under breach of sections 2–4 were not communicated to it. If the breach of provisions contained in sections 2–4 occurred due to willful fault, in case of doubts it is deemed that the accident provided for under the contract and its consequences are the result of circumstances referred to in the preceding sentence.

§ 18

1. The insurance contract is concluded in named or unnamed form.
2. The unnamed form can be applied, provided that the insurance covers all persons who belong to the group specified in the insurance contract, subject to section 3.
3. If the insurance coverage applies to all children, youths and students of the given school or institution, and only part of the personnel, the insurance contract for children, youths and students is concluded in the unnamed form, and the insurance contract for personnel – in the named form.
4. In the case of concluding the insurance contract in the unnamed form – the insurance covers each time the full number of persons comprising the given group, specified in the contract, without the need to submit applications for covering new persons and to pay additional premium if the number of persons in that group changes during the term of the insurance contract.
5. The insurance contract in the named form is concluded with specification of persons to be covered by it – in that case, the Policyholder is obliged to deliver to PZU SA a list with all the pertinent personal details. The list prepared by the Policyholder is enclosed to the insurance document.

§ 19

The conclusion of insurance contract is confirmed by PZU SA with the insurance document.

§ 20

1. If in response to the offer, PZU SA delivers the Policyholder an insurance document which contains provisions which deviate, to the disadvantage of the Policyholder or the Insured, from the contents of the submitted offer, PZU SA is obliged to draw the Policyholder's attention to that fact in written form at the latest at the time of delivering the said document and to give the Policyholder a 7-day period to lodge objections. If PZU SA does not comply with that obligation, the changes introduced to the disadvantage of the Policyholder or the Insured are ineffective, and the insurance contract is concluded according to terms of the offer.
2. In case of lack of objection, the contract becomes effective according to the contents of the insurance document on the day following the last day of the period for lodging an objection.

START AND END OF LIABILITY

§ 21

1. Unless otherwise agreed, the liability of PZU SA commences on the day following the conclusion of the insurance contract, but no earlier than the day following the payment of premium.
2. In the case referred to in § 18 section 5, if new persons are reported for coverage during the insurance term, the liability of PZU SA with respect to these persons starts from the day following the date of delivering to PZU SA the detailed list of these persons and not earlier than from the day following the payment of premium for these persons.

§ 22

If the insurance contract is concluded for a period longer than 6 months, the Policyholder is entitled to withdraw from the contract with 30 days' notice; and in the case when the Policyholder is an entrepreneur, within 7 days from the date of concluding the contract.

§ 23

The Policyholder may terminate the insurance contract at any time, with immediate effect.

§ 24

The insurance contract can be terminated at any time by agreement of the parties.

§ 25

The insurance coverage expires:

- 1) upon the expiry of the insurance period, defined in the insurance document;
- 2) on the day PZU SA receives the Policyholder's declaration on withdrawal from the insurance contract in the case which is described in § 22;
- 3) on the day when the insurance contract is terminated by agreement of the parties;
- 4) on the day of delivering to the other party a statement on termination of insurance contract with immediate effect in the case described in § 23 and in § 28 section 5;
- 5) on the day of delivering to the Policyholder a statement of PZU SA on termination of the contract with immediate effect in case where PZU SA is liable before the payment of the premium and the premium had not been paid on time;
- 6) with respect to the given Insured – at the time of his/her death.

INSURANCE PREMIUM

§ 26

Withdrawal from the insurance contract or its termination by agreement of the parties does not relieve the Policyholder from the duty to pay premium for the period during which PZU SA provided insurance coverage.

§ 27

1. The insurance premium is determined on the basis of the premium tariff applied on the day of concluding the insurance contract. Premium is calculated for the period of PZU SA's liability.
2. The amount of the insurance premium is determined depending on:
 - 1) the type of school or institution;
 - 2) the sum insured;
 - 3) the insurance period;
 - 4) the insurance option;
 - 5) the scope of coverage;
 - 6) reduction or increase of premium.
3. Reductions or increases of premium are applied to insurance contracts, depending on the course of insurance determined on the basis of data on previous group contracts for personal casualty insurance for children, youths and personnel concluded with PZU SA.

§ 28

1. The premium is paid at the time of concluding the insurance contract, unless other manner and dates were set forth in the insurance document.
2. The premium is paid in cash or, subject to agreement with PZU SA, in non-cash form.
3. If the payment of premium is made in the form of a bank transfer or postal money order, the date of payment is deemed to be the date when the full due amount of premium is posted in the account of PZU SA.
4. The premium is not subject to indexation.
5. In case of revealing circumstances which significantly change the probability of an insurance event, each of the parties may demand an appropriate change in the level of premium, starting from the day the said circumstance occurred, but not earlier than from the start of the current insurance period. If such demand is submitted, the other party may terminate the insurance contract within 14 days, with immediate effect.

§ 29

If the insurance coverage expires before the end of period for which the insurance contract was concluded, the Policyholder is entitled to refund of premium for the unused coverage period.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

§ 30

1. In the case of an insurance accident, the Insured is obliged to:
 - 1) attempt to alleviate the results of the accident by immediately seeking medical care and following the recommended treatment;
 - 2) notify PZU SA of the occurrence of insurance accident and deliver:
 - a) detailed description of the reasons for and course of the accident;
 - b) medical documentation confirming the bodily harm or disturbance of health suffered by the Insured in consequence of the insurance accident;
 - c) documents necessary to establish the justification for and the amount of the claim,

- d) bills and proofs of payments of costs covered by insurance,
 - e) if the Insured was driving a vehicle at the time of the accident – the driver's license of the Insured;
- 3) enable PZU SA to obtain information tied to circumstances described in documents listed in item 2, in particular from the doctors who took care of the Insured, both before and after the accident,
2. In the case of death of the Insured, the beneficiary is obliged to present to PZU SA for inspection a copy of the Insured's death certificate, copy of the death statistical document or copies of medical documentation confirming the reason for death, if he/she is entitled to obtain such documents, and document confirming his/her identity. If no beneficiary is named, the person requesting the payment of benefit, referred to in § 39 section 2 is obliged to submit in addition official documents confirming his/her marriage with or relationship to the Insured, or documents confirming that he/she was caring for the Insured as at the date of his/her death.

§ 31

PZU SA reserves the right to verify the provided documentation and to seek opinion of specialist doctors.

§ 32

1. In order to use the assistance benefits referred to in § 13 section 11, the Insured (or the person acting on his/her behalf) should, immediately upon the occurrence of the insurance accident and before undertaking any actions on his/her own account, notify the PZU Emergency Center by telephone of the insurance accident and state the following information:
 - 1) first and last name, and residence address of the Insured, and the first and last name, or business name, of the Policyholder;
 - 2) telephone number at which the PZU Emergency Center can contact the Insured or his/her representative;
 - 3) brief description of the event and type of required assistance;
 - 4) follow the recommendations of the PZU Emergency Center, providing information and the necessary powers of attorney.
2. If the Insured or the person acting on his/her behalf were not able to contact the PZU Emergency Center by telephone in the manner referred to in section 1 for reasons beyond his/her control, and on his/her own organized and paid for the assistance services referred to in § 13 section 11, he/she shall be obliged to provide notification of the insurance accident within 7 days from the date on which contacting PZU Emergency Center became possible. The Insured or the person acting on his/her behalf is obliged to state the reason for inability to contact PZU Emergency Center.
3. In the case referred to in section 2, PZU SA is obliged to refund to the Insured the costs he/she incurred up to their actual amount, but not more than up to the liability limit set under these General Conditions for the given assistance service, and if such limit had not been set – up to the average price for performing such service in the location where such service had been performed. The basis for consideration of the submitted claim is the delivery by the Insured of documentation necessary to establish justification for the claim and the amount of benefit: medical documentation confirming the occurrence of insurance accident covered by PZU SA liability, as well as bills issued in the Insured's name and proofs of their payment.
4. If the obligation to notify of the insurance accident within the deadline referred to in section 2 is breached intentionally or through gross negligence, PZU SA may reduce the benefit accordingly, if the breach made it impossible for PZU SA to establish the circumstances and consequences of the insurance accident. The consequences of not notifying PZU SA of the accident shall not occur if PZU SA, within the time defined in section 2, received information of circumstances that should have been communicated to it.

DETERMINATION AND PAYMENT OF BENEFITS

§ 33

1. The types and amounts of vested benefits are determined upon establishing that there exists a regular cause-and-effect relationship between the insurance accident and its covered consequences.
2. The establishment of the regular cause and effect relationship, referred to in section 1, and determination of the covered consequence of the insurance accident, is done on the basis of delivered documents or information, listed in § 31, and on the basis of results of medical examinations.
3. The Insured is obliged to, upon the demand of PZU SA and at its expense, to undergo additional medical examination necessary to determine justification for the reported claims. Such examination is performed by doctors designated by PZU SA.

§ 34

1. When establishing the degree (percentage) of permanent disturbance of health, the type of work, occupation or actions performed by the Insured are not taken into consideration.
2. If in consequence of the insurance accident the Insured sustains more than one bodily harm, the amount of benefit for permanent disturbance of health, or for permanent bodily harm or for fractures and dislocations consists of the sum of benefits due for each bodily harm, but not more than up to the amount of the sum insured set in the insurance contract.
3. In the case of loss or damage to an organ or system whose functions had already been impaired before the insurance accident, the degree (percentage) of permanent disturbance of health is determined as the difference between the degree (percentage) of permanent disturbance of the given organ or system after the accident, and the degree (percentage) of permanent disturbance of health which had existed before the accident.
4. If the insured, before the determination of permanent disturbance of health caused by a grievous bodily injury received a benefit for injury to the same organ under other titles (Table 3, 4, 5, 6, 7), then in the case where the determination of permanent disturbance of health by the doctors designated by PZU SA would result in a higher benefit being granted, the benefit granted under other titles (Table 3, 4, 5, 6, 7) shall be credited against the benefit due for permanent disturbance, and PZU SA shall pay the difference between the benefit for permanent disturbance and the benefit due under other titles (Table 3, 4, 5, 6, 7).
5. Benefit for bites and stings referred to in § 13 section 8 is paid irrespective of benefits paid for other reasons.

§ 35

1. The refund of costs referred to in § 13 sections 9 and 10 and in § 14 section 1 is made on the basis of receipts and proofs of their payment, up to the amount of actual costs, but not more than the amount of limit specified in the insurance contract.
2. The refund of costs referred to in § 13 section 9 and in § 14 item 1, incurred outside the territory of Poland is done within Poland in Polish zloty, converted according to the average exchange rate of the NBP as at the date of determining the indemnity.

§ 36

1. The hospital per diem is paid on the basis of an information chart issued by the hospital or clinic, confirming the hospitalization of the Insured.
2. Payment of the one-time benefit in the case of the Insured's death during the coverage period, caused by a malicious tumor, is made on the basis of a death certificate delivered to PZU SA, containing information on reason of death.
3. Payment of the one-time benefit in the case of death of a child or student aged up to 25 years during the coverage period,

caused by a congenital cardiac defect is made on the basis of a death certificate delivered to PZU SA, containing information on reason of death.

4. Payment of the one-time benefit in the case of amputation of a limb or part of limb caused by a malicious tumor in a child or student aged up to 25 years is made on the basis of medical documentation delivered to PZU SA, necessary to establish the disease and the reason for amputation.

§ 37

Regardless of benefits covered by the insurance contract, PZU SA refunds the Insured the costs of medical tests ordered by the doctors indicated by PZU SA which were required to justify the reported claims, as well as the necessary documented costs of travel within Poland to the doctors indicated by PZU SA.

§ 38

If the Insured was covered under several contracts for casualty insurance concluded with PZU SA, benefits are vested under each of such contracts, however, the refund of treatment costs, of purchasing orthopedic objects and auxiliary materials, and of vocational retraining for disabled persons is done up to the amount of actual and documented costs, but up to the limits resulting from the concluded insurance contracts.

§ 39

1. The benefit under the insurance contract is paid to the Insured, and with respect to minors – to statutory representative.
2. Subject to provisions of sections 4 and 5, the benefit for the death of the Insured is paid to the beneficiary named by the Insured, and if no beneficiary is named, to the persons listed below according to the following order:
 - 1) spouse;
 - 2) to children in equal parts, and in the case where one of the children died before the Insured's death – the share that would be attributed to that child is attributed to the other children in equal parts;
 - 3) to the parents in equal parts, or whole to one of them if the other parent died before the Insured's death or if only one of them has parental authority; if none of the parents has parental authority or if the parents are unknown and guardianship had been established for the Insured – to legal guardians under the same rules as for the parents;
 - 4) to individuals entitled to inheritance by force of law, in parts attributed to them pursuant to provisions of the Civil Code regarding statutory succession.
3. The Insured may designate or change the beneficiary at any time.
4. The benefit for the death of the insured statutory representative is paid to the beneficiary named by the Insured, and if no beneficiary is named, to the persons listed below according to the following order:
 - 1) to the insured referred to in § 4 item 30 sub-items 1 and 2 – in equal parts;
 - 2) to individuals entitled to inheritance by force of law, in parts attributed to them pursuant to provisions of the Civil Code regarding statutory succession.
5. The benefit for the death of the Insured who maintains a student is paid to the beneficiary named by the Insured, and if no beneficiary is named, to the persons listed below according to the following order:
 - 1) to the insured students referred to in § 4 item 30 sub-item 1 – in equal parts;
 - 2) to individuals entitled to inheritance by force of law, in parts attributed to them pursuant to provisions of the Civil Code regarding statutory succession.
6. In case of lack of an entitled beneficiary, PZU SA first refunds the documented costs of burial to the person who incurred them, within the limits of the sum insured, unless these costs were covered by another insurance or another title.

7. If PZU SA pays benefit for a permanent disturbance of health or under other titles (Tables no. 3, 4, 5, 6, 7) and next, within 24 months from the date of the insurance accident, the Insured dies as a result of that insurance accident, PZU SA pays death benefit to the beneficiary, in an amount constituting the difference between the amount of death benefit set in the insurance contract, and the amount of benefit paid earlier for permanent disturbance of health or under other titles (Tables no. 3, 4, 5, 6, 7).
8. In case of death of the Insured not caused by the insurance accident, and before the Insured received the benefit for permanent disturbance of health, PZU SA pays the benefit for the permanent disturbance of health to the heirs of the Insured. If the permanent disturbance of health had not been determined before the death of the Insured, the most probable degree of permanent disturbance of health is used to determine the amount of benefit, determined on the basis of submitted medical documentation.
9. The benefits are paid in Polish zloty.

§ 40

1. PZU SA shall be obliged :
 - 1) upon receipt of notification of the covered fortuitous event, within 7 days from receiving such notification, to inform the Policyholder or the Insured of that fact, if they are not the persons making that notification, and to undertake actions meant to establish the facts of the case, the justification for the reported claims and amount of benefit; and also to inform the person putting forth the claim in writing or in another form that this person had approved on what documents are necessary to establish the liability of PZU SA or the amount of indemnity, if this is necessary for the further course of the proceedings;
 - 2) if within the dates specified in sections 2 and 3 it does not pay benefit, to notify in writing the person reporting the claim on the reasons why his/her claims cannot be satisfied, in whole or in part, and also to pay the unquestioned portion of benefit;
 - 3) if the benefit is not due, or is due in an amount different from the one defined in the reported claim, to inform of this fact in writing the person reporting the claim within deadlines defined in sections 2 and 3, citing the circumstances and legal justification for the full or partial refusal to pay the benefit, as well as informing the claimant of the possibility to pursue the claim in court;
 - 4) to make available to persons referred to in item 1, and to the beneficiary under the insurance contract, the information and documents collected in order to determine the liability of PZU SA or the amount of benefit. These persons may demand a written confirmation of the information provided by PZU SA and may make, at their cost, copies or photocopies of the claim documentation, together with confirmation of their compliance with the original by PZU SA;
 - 5) to make available to persons referred to in item 1, and to the beneficiary under the insurance contract, the information and documents referred to in item 4 in electronic form upon their request;
 - 6) upon demand of the Policyholder, the Insured, the beneficiary or the person entitled under the insurance contract, to make available any information it possesses, tied to the insurance accident and being the basis to determine the liability of PZU SA, and to determine the circumstances of the insurance accident, as well as the amount of benefit.
2. PZU SA is obliged to effect the benefit within 30 days from the date of receiving notification of the accident.
3. If within the timeframe specified above it is not possible to clarify all circumstances needed to establish the liability of PZU SA or the amount of benefit, the benefit should be effected within 14 days from the date when clarification of such circumstances became possible with due diligence. However, the

unquestioned portion of benefit should be effected by PZU SA within the timeframe defined in section 2.

son entitled under the insurance contract are entitled to file a written complaint to the Polish Insurance Ombudsman.

CLOSING PROVISIONS

§ 41

1. The Policyholder, the Insured, the beneficiary and the person entitled under the insurance contract are entitled to file a written complaint or grievance on the performance of the insurance contract by PZU SA. The complaint or grievance should be addressed to the organizational unit supervising the unit to whose operations this complaint or grievance applies.
2. PZU SA replies to the complaint or grievance in writing, within 30 days of the date of receiving such complaint or grievance.
3. Irrespective of the rights referred to in sections 1 and 2, the Policyholder, the Insured, the beneficiary and the per-

§ 42

For matters not regulated under these General Conditions, the relevant provisions of the Civil Code and other relevant provisions of the Polish law shall apply.

§ 43

An action for claims resulting from the insurance contract may be instituted on the basis of general provisions, or at the court appropriate for the place of residence or business of the Policyholder, the Insured, the beneficiary or the person entitled under the insurance contract.

§ 44

These general terms and conditions for insurance shall apply to all insurance contracts concluded starting from 1 June 2013.