

GENERAL TERMS AND CONDITIONS OF INSURANCE AGAINST CONSEQUENCES OF ACCIDENTS "PZU EDUCATION"



adopted by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/423/2016 of 24 October 2016, as amended by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/93/2017 of 7 April 2017, and by the resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/215/2018 of 6 July 2018.

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Information referred to in Article 17 section 1 of the Act on insurance and reinsurance activity:

Type of information	Number of the contract template's editorial unit
Conditions for the payment of compensation and other benefits	§ 2 section 4, § 4, § 5, § 6, § 7, § 8, § 11, § 12, § 13, § 14, § 17 section 2-4, § 21, § 25, § 30, § 31, § 32, § 33, § 34, § 35, § 36, § 37, § 38, § 39, § 42.
Limitations and exclusions of the insurance company liability which give the right to refuse to pay compensation and other benefits or to the right to reduce them	§ 4, § 8, § 9, § 11, § 12, § 13, § 14, § 17 section 5, § 21, § 31, § 32 section 3 and 4, § 33, § 34, § 35, § 36, § 37, § 38, § 39 section 4-7, § 42, § 25.

GENERAL PROVISIONS

§ 1

1. The general terms and conditions of insurance against consequences of accidents "PZU Education", hereinafter referred to as the "GTCl", apply to insurance contracts concluded by Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as "PZU SA", with natural persons, legal persons and organizational units which are not legal persons, for the account of pupils, students, children, staff and representatives of the insured persons.
2. The GTCl also apply to insurance contracts concluded using means of distant communication, subject to the applicable regulations in this respect. The language used by PZU SA in relations with the consumers is Polish.

§ 2

1. Additional provisions or provisions different than those set out in the GTCl may be inserted in the insurance contract in consultation with the policyholder.
2. In the event of introducing additional or different provisions to the insurance contract, the GTCl apply to the extent not regulated by these provisions.
3. PZU SA is obliged to inform the policyholder about the difference between the contents of the insurance contract and the GTCl in writing before the insurance contract is concluded. In the event of failure to meet the above obligation, PZU SA cannot rely on a difference which is detrimental to the policyholder or the insured person. This provision does not apply to insurance contracts concluded by way of negotiations.
4. Matters not regulated by the GTCl or the insurance contract are governed by relevant provisions of the Civil Code and other provisions of Polish law.

§ 3

1. The policyholder may conclude an insurance contract for the account of a third party (for the account of the insured person). In such a case, the policyholder is obliged to inform the insured person about the rights and obligations resulting from the insurance contract concluded for the account of the insured person.
2. In the case of conclusion of an insurance contract for the account of a third party, the insured person may request that PZU SA provides the insured person with information about provisions of the concluded insurance contract and the GTCl in the scope in which they relate to the rights and obligations of the insured person.

DEFINITIONS

§ 4

Terms used in GTCl have the following meaning:

- 1) **acts of terrorism** - individual or group actions directed against population or property in order to bring about chaos, intimidate population, disorganize public life, public transport, service or manufacturing plants so as to achieve economic, political or social consequences;
- 2) **fight** - a clash of three or more persons dealing each other blows, who at the same time act both as victims and assailants;
- 3) **Help Center** - a center operating for PZU SA, which provides assistance services specified in the GTCl; the center, open 24 hours a day and 7 days a week, where the insured person or a person acting on behalf of the insured person is obliged to report an insurance accident in order to obtain the assistance specified in the insurance contract; the phone number of the Help Center is given in the insurance document; in the case of insurance contracts concluded via means of distant communication, the phone number of the Help Center is also provided electronically;
- 4) **disease** - the body reaction to a pathogenic factor, manifested by functional disorders or damage to the body structure, causing unwanted symptoms;
- 5) **severe injuries** - injuries specified below, resulting from an insurance accident and confirmed by medical documentation:
 - a) complete and permanent loss of sight, hearing, speech, or procreation ability, or
 - b) permanent and serious impairment or loss of the function of an important organ or organs: monocular blindness, serious bilateral impairment of vision, loss of lower limb at least at the level of the lower leg, loss of an important internal organ, stiffening of one of the large joints (shoulder, elbow, hip, knee, ankle), especially in an unfavorable position, loss of hand grip (loss of at least three fingers of the hand, including the thumb), paresis or paralysis involving at least one limb;
- 6) **temporary inability to learn** - temporary inability of the insured person to participate in all school activities, resulting from an insurance accident; exemption from physical education classes does not mean inability to learn within the meaning of these general terms and conditions of insurance;
- 7) **temporary inability to work** - temporary inability of the insured person to perform paid work as a result of an insurance accident, documented by a medical certificate of temporary inability to work, issued in accordance with applicable law;
- 8) **insurance document** - a policy, certificate or other document confirming conclusion of a single insurance contract; in relation to the individual insurance contract, one insurance document may confirm conclusion of more than one insurance contract;
- 9) **military operations** - actions of the armed forces aimed at destroying enemy armed forces on land, in the air or at sea;
- 10) **children** - persons below 25 years of age, studying or staying with an educational facility, with the proviso that a child within the meaning of these GTCl is also a child until the moment of going to a nursery, kindergarten or school, as well as a child not going to school for health reasons or enjoying an individual teaching course;
- 11) **occupational exposure to infectious material** - exposure of the insured person to a viral infection while performing a medical job as a direct result of contact with potentially infected blood or IPIM, as a result of a puncture, splatter, scratch, cut, scrape, or bite by a patient;
- 12) **hospitalization** - stay of the insured person in hospital as a result of an insurance accident, lasting continuously for more than one day and involving treatment of conditions resulting from the insurance accident that cannot be treated on an outpatient basis; within the meaning of the GTCl, the day of hospital stay means the calendar day during which the insured person stayed in hospital regardless of the amount of time spent in hospital on that day, with the proviso that the first day is the day of registration and the last day is the date of discharge from the hospital;
- 13) **consumer** - a natural person concluding a legal transaction with an entrepreneur, the said transaction not being directly related to this person business or professional activity;
- 14) **intracranial hemorrhage** - extravasation of blood into the cranial cavity;
- 15) **treatment** - medical appointments and consultations, outpatient treatment, hospitalization, outpatient procedures, surgical procedures, including plastic surgery, test prescribed by a doctor, taking medicines and using dressing materials, transport from the place of an

- insurance accident to a hospital or a dispensary, rehabilitation;
- 16) **outpatient treatment** - treatment other than hospitalization;
- 17) **surgical treatment of fracture** - internal or external stabilization of a fracture associated with a surgical procedure causing violation of tissue continuity;
- 18) **consequences of an insurance accident** - bodily injury, health disorder or death;
- 19) **accident** - a sudden event caused by an external cause, as a result of which the insured person suffered injury, health disorder or died, regardless of the insured person's will;
- 20) **malignant tumor** - a disease confirmed by a histopathological examination, manifested by the presence of a malignant tumor (that is a tumor that is not surrounded by a capsule and is characterized by the ability to infiltrate tissues and to form distant metastases); within the meaning of the GTCl, a malignant tumor includes leukemia and malignant disease of the lymphatic system, namely malignant granuloma (Hodgkin's disease) or non-Hodgkin lymphoma; within the meaning of the GTCl, malignant tumors do not include:
 - a) skin cancers apart from malignant melanoma,
 - b) tumors, where a pre-cancer or pre-invasive condition has been found after histopathological examination,
 - c) tumors that show carcinoma in-situ changes,
 - d) Hodgkin disease in the first stage,
 - e) cancers associated with AIDS or HIV infection;
- 21) **frostbite** - damage to skin or tissues beneath the skin as a result of low temperature;
- 22) **insurance period** - duration of PZU SA liability specified in the insurance contract;
- 23) **burn** - damage to skin and tissues beneath the skin resulting from high temperature, chemicals, ionizing radiation or electric current;
- 24) **surgery** - a medical procedure performed in a medical facility by a doctor authorized to perform it, under general or local anesthesia, necessary from the medical point of view in order to cure or reduce symptoms of a disease or injury resulting from an insurance accident, and carried out by:
 - a) open method or
 - b) endoscopy;within the meaning of the GTCl, the surgery does not include: paracenteses, biopsies, injections, punctures, catheterization, probing, cannulation, dialysis, blockades, venesections, tamponades, endoscopic examination;
- 25) **a state in the world region threatened by acts of terrorism, warfare, martial law or state of emergency** - a state which the Ministry of Foreign Affairs warns against on its official website by labeling "Do not travel" or "Leave immediately" on the day of conclusion of the insurance contract due to the threat resulting from acts of terrorism, warfare, war or state of emergency;
- 26) **staff** - teaching and administrative personnel employed in facilities;
- 27) **facility** - a nursery, kindergarten, primary school, lower secondary school, general secondary school, vocational secondary school, technical secondary school, elementary vocational school, school complex, educational center, orphanage, sports schools of all levels, post-secondary school, higher school or other facilities not listed above, including work establishments;
- 28) **medical facility** - a healthcare entity within the meaning of the Act on medical activity;
- 29) **school facility** - a nursery, kindergarten, primary school, lower secondary school, general secondary school, vocational secondary school, technical secondary school, elementary vocational school, school complex, educational center, orphanage, sports schools of all levels, post-secondary school, higher school;
- 30) **serious body injury (SBI)** - an injury suffered due to an insurance accident, resulting in one of the following consequences confirmed in the medical documentation:
 - a) hospitalization which started up to 3 days after the injury and lasted continuously for at least 14 days,
 - b) surgery procedure carried out in acute mode (that is up to 7 days from admission to hospital),
 - c) permanent neurological deficit after damage to the brain, spinal cord or nerve roots,
 - d) permanent deterioration of visual acuity or permanent narrowing of the field of view,
 - e) permanent deterioration of hearing acuity,
 - f) partial amputation of the limbs,
 - g) partial loss of internal organs;SBI does not include invasive tests (even performed as a surgery procedure within the meaning of the GTCl) aimed at diagnosing the disease or confirming existence of the disease;
- 31) **serious disease** - occurrence of the following disease in the case of the insured person:
 - a) **stroke** - a sudden focal or generalized brain disorder, leading to permanent neurological deficits, caused only by vascular causes understood as closure of the light or interruption of cerebral vessel wall continuity, except for vascular causes caused by brain disease or by traumatic factors, or
 - b) **kidney failure** - the final stage of renal insufficiency in the form of irreversible impairment of both kidneys, resulting in the need for regular and continuous use of dialysis or renal transplantation, or
 - c) **Creutzfeldt-Jakob disease** - a disease leading to the inability for the insured person to carry out at least three of the following five daily life activities:
 - moving around home - moving between rooms at home without the need for help of another person,
 - controlling physiological functions - self-control in the field of defecation and urination as well as maintaining personal hygiene,
 - dressing - independent dressing and undressing without the need for help of another person,
 - washing and hygiene - independent carrying out activities related to washing and personal hygiene, without the need for help of another person,
 - food - activities related to independent consumption of ready meals or
 - d) **HIV infection during blood transplantation** - complications resulting from the blood transfusion or transfusion of blood substitutes in the case of a person without hemophilia, or
 - e) **meningioma** - histopathologically confirmed diagnosis of brain meningioma, excluding: other changes in the central nervous system, cysts, granulomas, vascular malformations, pituitary and spinal cord tumors, or
 - f) **Parkinson's disease** - a chronic disorder of the extrapyramidal system caused by primary degeneration of the nerve cells of the substantia nigra, leading to a reduction in the number of dopamine-producing neurons, which results in the occurrence of at least two of three classic axial symptoms of the disease: resting tremor, slower movement, plastic increase in muscle tone (muscle stiffness), which decrease after drugs that stimulate the dopaminergic system, especially levodopa, excluding symptomatic parkinsonism or
 - g) **loss of the sight as a result of a disease** - binocular, non-corrective loss of visual acuity below 5/50 or binocular narrowing of the field of view below 20, confirmed by specialist eye examination and static field-of-view examination;

- 32) **paid work** - a form of work carried out for remuneration:
- under:
 - a civil law contract or
 - an employment relationship or
 - a service relationship of an administrative and legal nature; or
 - within the framework of business activity carried out on one's own behalf, including running an agricultural farm;
- 33) **orthopedic and auxiliary objects** - medical products necessary from the medical point of view, replacing lost organs or supporting the lost or deteriorated functions of organs; the list of orthopedic and auxiliary objects is contained in the regulation of the Minister of Health of 6 December 2013 on the list of medical products provided upon request;
- 34) **statutory representative** - a person whose authorization to act on behalf of a person without legal capacity or on behalf of a person having limited legal capacity results from law;
- 35) **Rules** - appropriate rules governing provision of electronic services;
- 36) **rehabilitation** - treatment necessary from the medical point of view in order to improve the consequences of an insurance accident, carried out by persons having appropriate qualifications and licenses;
- 37) **RP** - the Republic of Poland;
- 38) **sepsis** or generalized infection - systemic inflammatory response syndrome (SIRS) caused by an infection;
- 39) **state of emergency** - extraordinary situation in a state, the introduction of which results in the limitation of certain rights and civil liberties;
- 40) **hospital** - a medical facility which provides 24-hour care for patients in the field of diagnosis and treatment, using a qualified medical and nursing team; within the meaning of the GTCI, the following are not a hospital: a nursing home, hospice, care and treatment institution, addiction treatment center, sanatorium or spa center, preventorium, sanatorium hospital, unless hospitalization involves treatment of the consequences of an insurance accident;
- 41) **coma** - a condition occurred as a result of an insurance accident, lasting continuously for more than 30 days, requiring the use of a system supporting vital functions of the body, involving occurrence of deep quantitative disturbances of consciousness, expressed as lack of response to external verbal and pain stimuli, associated with severe brain damage; within the meaning of the GTCI, a pharmacological coma is not considered a coma;
- 42) **permanent body injury** - total physical loss of an organ or complete loss of its functions;
- 43) **permanent health damage** - permanent damage to the body or health disorder of the insured person, caused by an insurance accident, which does not promise improvement;
- 44) **policyholder** - a natural person, legal person or organizational unit which is not a legal person, who concluded with PZU SA an insurance contract for that person's own account or for the account of the insured person;
- 45) **insured person** - persons listed under items 1-4, for the account of whom the insurance contract was concluded:
- pupil, student,
 - child,
 - facility staff,
 - statutory representative;
- 46) **direct contract** - an insurance contract concluded by means of distant communication using electronic means, subject to applicable legal regulations in this area;
- 47) **remote contract** - an insurance contract concluded by means of distant communication via the PZU SA helpline, subject to applicable legal regulations in this area;
- 48) **individual insurance contract** - insurance contract concluded for the account of a single natural person indicated in the insurance document;
- 49) **collective insurance contract** - an insurance contract concluded for the account of a group or groups of persons specified in the insurance contract, including at least 5 persons;
- 50) **beneficiary** - the person designated by the insured person as authorized to receive the due death benefit;
- 51) **injury** - damage to an organ caused by an insurance accident;
- 52) **war** - an organized armed conflict between states, nations or ethnic and social groups;
- 53) **congenital heart defect** - anatomical abnormality of the heart structure existing at the birth date of the insured person;
- 54) **concussion** - a post-traumatic brain disorder whose main symptom is short-term loss of consciousness with accompanying retrograde or anterograde amnesia;
- 55) **traffic accident** - an accident caused by the movement of a vehicle or vehicles on the road, in which the insured person took part as a traffic participant; the terms "vehicle", "road", "traffic participant" are understood in accordance with the meaning provided for by the applicable road traffic legal regulations;
- 56) **insurance accident** - an accident, epileptic seizure, syncope for a reason other than a chronic disease, myocardial infarction, intracranial hemorrhage, sepsis, serious disease, occupational exposure to infectious material; insurance accident in the case of a hospital allowance as a result of a disease is the stay of the insured person in the hospital;
- 57) **myocardial infarction** - necrosis of a part of the myocardium caused by a sudden decrease in the blood supply to this part of myocardium;
- 58) **medical profession** - laboratory diagnostician, pharmacist, physiotherapist, doctor, dentist, nurse, midwife, paramedic, hospital porter, ambulanceman, dental technician, pharmaceutical technician, electroradiologist technician;
- 59) **fracture** - traumatic bone tissue disruption or traumatic exfoliation of epiphyseal cartilage:
- open - with discontinuity of the skin around the broken bone,
 - closed - when the skin around the broken bone remains intact;
- 60) **dislocation** - traumatic dislocation of one joint surface in relation to the other, confirmed by imaging examination

CHAPTER II

DURATION OF THE PROTECTION. OBJECT AND SCOPE OF INSURANCE DURATION OF THE PROTECTION

§ 5

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

OBJECT AND SCOPE OF INSURANCE

§ 6

- The object of the insurance contract are consequences of an insurance accident or the mere fact of an insurance accident, subject to section 2.

- In the case of a statutory representative, the object of the insurance contract is death of the statutory representative as a result of an accident.

§ 7

At the request of the policyholder, the insurance contract may be extended, subject to the payment of an additional premium, to the consequences of an accident resulting from acts of terrorism, warfare, war or state of emergency, which occurred on the territory of a state in the world region threatened by acts of terrorism, warfare, war or state of emergency.

§ 8

- The insurance contract may be concluded in one of the following three variants:
 - variant I or
 - variant II or
 - variant II Bis.
- The types of benefits and their amounts are specified in § 12.

§ 9

- The insurance contract may be concluded:
 - within the basic scope of insurance protection specified in §§ 11-12 or
 - within the extended scope of insurance protection specified in §§ 13-27.

BENEFITS WITHIN THE BASIC SCOPE OF INSURANCE PROTECTION

INSURANCE VARIANTS

§ 10

The insured person is entitled to benefits according to types and in the amount set forth in the concluded insurance contract, with the proviso that the insurance contract may be concluded in the variant I, variant II, or variant II Bis.

§ 11

The insurance contract:

- concluded in the **variant I** covers the following basic benefits set forth in Table no. 1 below:

Table no. 1

Basic benefits in the variant I

Item	Types of basic benefits
1	for death
2	for death on the premises of a school facility
3	for death as a result of sepsis
4	for permanent damage to health
5	one-off benefit in the absence of permanent damage to health and occurrence of consequences other than those listed in Table no. 4, 5, 7, 8 - set forth in Table no. 6
6	for the reimbursement of the costs of purchasing orthopedic objects and auxiliary materials, as well as costs of dental restoration of permanent teeth
7	for the reimbursement of the costs of vocational training of disabled persons
8	post-accident assistance services on the territory of the Republic of Poland

- concluded in the **variant II** covers the following basic benefits set forth in Table no. 2 below:

Table no. 2

Basic benefits in the variant II

Item	Types of basic benefits
1	for death
2	for death on the premises of a school facility
3	for death as a result of sepsis
4	for permanent body injury (Table no. 4)
5	for permanent damage to health caused only by myocardial infarction, intracranial hemorrhage or serious body injury
6	for bone fractures or joint dislocations (Table no. 5)
7	for consequences other than those listed in Table no. 4, 5, 7, 8 - set forth in Table no. 6
8	for burns or frostbites (Table no. 7)
9	for concussion or suspicion of concussion (Table no. 8)
10	for bites or stings
11	for the reimbursement of the costs of purchasing orthopedic objects and auxiliary materials, as well as costs of dental restoration of permanent teeth
12	for the reimbursement of the costs of vocational training of disabled persons
13	post-accident assistance services on the territory of the Republic of Poland

- concluded in the **variant II Bis** covers the following basic benefits set forth in Table no. 3 below:

Table no. 3

Basic benefits in the variant II Bis

Item	Types of basic benefits
1	for death
2	for death on the premises of a school facility
3	for death as a result of sepsis
4	for permanent body injury (Table no. 4)
5	for permanent damage to health caused only by myocardial infarction, intracranial hemorrhage or serious body injury
6	for bone fractures or joint dislocations (Table no. 5)
7	for consequences other than those listed in Table no. 4, 5, 7, 8 - set forth in Table no. 6, item no. 1 and item no. 2
8	for burns or frostbites (Table no. 7)
9	for concussion or suspicion of concussion (Table no. 8)
10	for bites or stings
11	for the reimbursement of the costs of purchasing orthopedic objects and auxiliary materials, as well as costs of dental restoration of permanent teeth
12	for the reimbursement of the costs of vocational training of disabled persons
13	post-accident assistance services on the territory of the Republic of Poland

SPECIFIC PROVISIONS RELATING TO BASIC BENEFITS

§ 12

- Benefit for death of the insured person** - payable in the amount of 100% of the sum insured. This benefit is due if death occurred no later than 24 months from the date of the insurance accident.
- Benefit for death of the insured person on the premises of a school facility** - payable in the amount of 100% of the sum insured.
- Benefit for death of the insured person as a result of sepsis** - payable in the amount of 100% of the sum insured. This benefit is due if death occurred no later than 24 months from the date of the insurance accident.
- Benefit for permanent damage to health** - payable in the amount corresponding to the percentage of the sum insured under which the insured person suffered permanent damage, with the proviso that the permanent health impairment has been determined:
 - by a doctor appointed by PZU SA, according to the "PZU SA table of percentage determinations of permanent damage to health" approved by the resolution of the Management Board of PZU SA and applicable on the day of conclusion of the insurance contract, attached as an appendix to the insurance contract;
 - no later than 24 months from the date of the insurance accident - a subsequent change in the degree of permanent damage to health (improvement or deterioration) shall not give rise to a change in the amount of the benefit.

This benefit is due if permanent damage to health occurred no later than 24 months from the date of the insurance accident.
- Benefit for permanent body injury** - payable in the amount corresponding to the percentage of the sum insured according to Table no. 4 below:

Table no. 4

Permanent body injury

Item	Type of permanent body injury	% of the sum insured specified in the insurance contract
1	Total loss of the upper limb in the shoulder or arm section	80
2	Total loss of the upper limb in the elbow or forearm section	60
3	Total loss of the hand	50
4	Total loss of the fingers II, III, IV, V	8 for each finger
5	Total loss of the thumb	22
6	Total loss of the lower limb in the hip or femur section	75
7	Total loss of the lower limb in the knee, lower leg or ankle section	60
8	Total loss of the foot	40
9	Total loss of the toes II, III, IV, V	3 for each toe
10	Total loss of the big toe	15
11	Total loss of sight in one eye	50
12	Total loss of sight in both eyes	100
13	Total loss of hearing in one ear	30
14	Total loss of hearing in both ears	50
15	Total loss of the pinna	15
16	Total loss of the nose	20
17	Total loss of permanent teeth	1 for each permanent tooth lost in the case of loss of up to 9 permanent teeth; maximum 10 for all permanent teeth lost in the case of loss of more than 9 permanent teeth

18	Total loss of the spleen	20
19	Total loss of one kidney	35
20	Total loss of both kidneys	75
21	Total loss of the uterus	40
22	Total loss of the ovary or testicle	20
23	Total loss of speech	100
24	Paralysis or paresis of at least two limbs below 3rd degree on the Lovette scale	100
25	Coma lasting more than 30 days	100

6. Benefit for bone fractures or joint dislocations - payable:

1) according to Table no. 5 below:

Table no. 5

Bone fractures or joint dislocations

Item	Type of fracture or dislocation	% of the sum insured specified in the insurance contract
1	Fractures of the cranial vault and basis cranii bones	5
2	Fracture of the craniofacial bones	4
3	Fractures of the scapula, clavicle, sternum	4.5 for each bone
4	Fractures of the rib or ribs	2 for each fractured rib in the case of fractures of up to 9 ribs; maximum 10 for all fractured ribs (in the case of fractures over 9 ribs)
	Fractures of the humerus:	
5	a) single or multiple fractures (other than the open ones)	5
	b) single or multiple open fractures	7
6	Dislocation of the shoulder joint	3
	Fractures of the forearm bones (one or both):	
7	a) single or multiple fractures (other than the open ones)	2
	b) single or multiple open fractures	4
8	Dislocation of the elbow joint	3
	Fractures of the hand bones, excluding bones of the fingers:	
9	a) single or multiple fractures (other than the open ones)	1
	b) single or multiple open fractures	3
	Bone fractures of the fingers II-V	
10	a) single or multiple fractures (other than the open ones)	1 for each finger
	b) single or multiple open fractures	2 for each finger
11	Joint dislocations of the fingers II-V	2 for each finger
	Thumb fractures	
12	a) single or multiple fractures (other than the open ones)	1
	b) single or multiple open fractures	3
13	Thumb dislocation	2
14	Unstable pelvic fractures	10
15	Stable pelvic fractures	4.5
16	Dislocation of the hip joint	10
17	Fractures of the femur	10
18	Fractures of the lower leg bones (one or both):	7
19	Patella fractures	4
20	Dislocation of the knee joint, excluding patella dislocation	5
	Foot fractures, excluding toe bones:	
21	a) single or multiple fractures (other than the open ones)	2
	b) single or multiple open fractures	4
22	Big toe fractures	2.5
23	Bone fractures of the toes II-V	2 for each finger
24	Ankle joint dislocation	4
25	Spine fractures - applicable to the vertebral body and vertebral arch (excluding the coccyx)	11 for each vertebra
26	Spine fractures - applicable to the transverse processes and neurapophyses	2.5 for each vertebra



27	Coccyx fractures	3.5
28	Breaking of a permanent tooth	0.5 for each broken permanent tooth in the case of breaking up to 9 permanent teeth; maximum 5 for all broken permanent teeth (in the case of breaking more than 9 permanent teeth)

9	Second-degree or higher frostbite - one finger or toe	1.5
10	Second-degree or higher frostbite - more than one finger or toe, nose or ear frostbite	4

9. Benefit for concussion or suspicion of concussion is payable in the amount corresponding to the percentage of the sum insured in accordance with Table no. 8 below, if the insured person was hospitalized in connection with concussion or suspicion of concussion:

Table no. 8

Concussion or suspicion of concussion

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

10. Benefit for bites and stings is payable in the amount of 10% of the sum insured, if the insured person was hospitalized due to a bite or sting.

11. Reimbursement of the costs of purchasing orthopedic objects and auxiliary materials, as well as costs of dental restoration of permanent teeth is payable 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, with the proviso that reimbursement of costs of dental restoration of permanent teeth may not exceed PLN 200 for each tooth.

12. Reimbursement of the costs of vocational training of disabled persons is payable in the amount of up to 25% of the sum insured, if the need to incur these costs on the territory of the Republic of Poland arose within 24 months from the date of the insurance accident.

13. Post-accident assistance services on the territory of the Republic of Poland The assistance services referred to under items 1-5 are provided by the Help Center on the territory of the Republic of Poland in connection with the occurrence of an insurance accident during the insurance period,

with the reservation that in relation to the services referred to under item 3, assistance services are provided in connection with the occurrence of an accident.

Depending on the insurance accident occurred, at the request of the insured person or a person acting on behalf of the insured person, PZU SA arranges and covers costs of the following assistance services:

1) Medical assistance

PZU SA arranges and covers costs of medical assistance in the amount of up to a total of PLN 2,000 for all services listed below in relation to each insurance accident:

a) doctor visit at the insured person place of stay

- arranging one doctor visit at the place of stay of the insured person and covering travel costs and fee of the doctor, with the proviso that PZU SA does not cover costs of additional diagnostic tests prescribed during that visit, or

b) visit of the insured person to a doctor in a medical facility - arranging one visit of the insured person to a doctor in a medical facility indicated by the Help Center and covering the doctor fee, with the proviso that PZU SA does not cover costs of additional diagnostic tests prescribed during that visit;

at the request of the insured person, PZU SA arranges transport of the insured person to a medical facility and covers costs of this transport,

c) nurse visit to the place of stay of the insured person - if the state of health of the insured person requires a nurse visit at the place of stay of the insured person, PZU SA arranges and covers costs of the nurse travel to the place of stay of the insured person and the nurse fee; this service includes treatment procedures prescribed by the treating doctor of the insured person,

d) transport - arranging and covering costs of transportation of the insured person:

- a single transport of the insured person immediately after the accident to the appropriate medical facility from the place of stay of the insured person or from the place of the insurance accident,

- between medical facilities in which subsequent medical help was provided or if the insured person is sent for specialist tests or surgical procedure in another medical facility,

- to another hospital, if the medical facility in which the insured person is hospitalized does not provide medical care tailored to the state of health of the insured person,

- a single transport of the insured person from the medical facility to the place of stay of the insured person after medical help immediately after the accident, if according to

the recommendation of the treating doctor, the insured person should not use his/her own means of transport or local public means of transport;

2) Rehabilitation and nursing help

PZU SA ensures:

a) organization of the rehabilitation process - if the treating doctor of the insured person recommended rehabilitation treatments,

PZU SA arranges and covers costs of physiotherapist visits (travel costs and fees) in the place of stay of the insured person, or arranges and covers costs of transporting the insured person to the rehabilitation clinic, as well as costs of rehabilitation procedures carried out in the rehabilitation clinic; the service is provided up to a total of PLN 500 per each insurance accident, with the proviso that the treating doctor of the insured person determines the place where treatment procedures are carried out,

b) delivery of small rehabilitation or medical equipment - if the insured person, according to the **recommendation of the treating doctor, should use rehabilitation or medical equipment at home,**

PZU SA arranges and covers costs of the information service regarding outlets or rental companies offering rehabilitation equipment; in addition, PZU SA arranges and covers costs of transporting of small rehabilitation or medical equipment to the place of stay of the insured person; the service is provided up to a total of PLN 300 per each insurance accident, with the proviso that the costs of renting or purchasing the equipment are covered by the insured person,

c) delivery of medications prescribed by the doctor to the place of stay - if the insured person, according to the recommendation of the treating doctor, must stay at home, PZU SA arranges and covers costs of a single delivery to the place of stay of the insured person of the necessary medications prescribed by the doctor, provided that they are available in the Republic of Poland; if the insured person also needs

- 2) does not include habitual joint dislocations;
- 3) in the case of surgical treatment of a fracture or dislocation listed in Table no. 5, the insured person, in addition to the benefit listed in Table no. 5, has the right to a benefit in the amount of 2% of the sum insured for each organ subject to the surgery; however, if the organs are subject to a surgery during a single surgery procedure, the benefit is payable only once; the organ subject to the surgery should be understood as the organ listed under particular items of Table no. 5.

7. Benefits for consequences other than those listed in Tables no. 4, 5, 7 and 8:

- 1) are determined in the amount corresponding to the percentage of the sum insured in accordance with the Table no. 6 below, and are payable:
 - a) in the variant I - only if there is no permanent damage to health,
 - b) in the variant II - within the scope specified under item 1, item 2, or item 3 of Table no. 6 below,
 - c) in the variant II Bis - within the scope specified under item 1 or item 2 of Table no. 6 below;

Table no. 6

Consequences other than those listed in Tables no. 4, 5, 7 and 8

Item	Type consequences	Condition	% of the sum insured specified in the insurance contract		
			Variant	Variant II	Variant II Bis
1	Sudden poisoning with gases, substances and chemical products	hospitalization		5	5
2	Electric shock, lightning strike	hospitalization		5	5
3	A consequence of body injuries under one and all insurance accidents occurring during the insurance period, which is not listed in any of the Tables and cannot be classified as serious body injury (excluding dental intervention)	medical intervention in a medical facility combined with further treatment and requiring at least one follow-up visit to a doctor (confirmed in medical records)	0.5	0.5	none

- 2) if the body injury or damage to health may be classified under two or three items in Table no. 6, the benefit is payable only under one item, which is more advantageous for the insured person.

8. Benefit for burns or frostbites - payable in the amount corresponding to the percentage of the sum insured in accordance with Table no. 7 below:

Table no. 7

Burns or frostbites

Item	Type and extent of burns or frostbites	% of the sum insured specified in the insurance contract
1	Second-degree burn up to 1% of the body surface area	1.5
2	Second-degree burn above 1% and up to 15% of the body surface area	4
3	Second-degree burn above 15% and up to 30% of the body surface area	7
4	Second-degree burn above 30% of the body surface area	20
5	Third-degree burn up to 5% of the body surface area	4
6	Third-degree burn above 5% and up to 10% of the body surface area	10
7	Third-degree burn above 10% of the body surface area	20
8	Burn of the respiratory tract treated at hospital	20

over-the-counter medications which are also available at the place where the prescription is made, PZU SA arranges and covers costs of delivery of the over-the-counter medications indicated by the insured person; the service is provided up to a maximum of PLN 300 per each insurance accident, with the proviso that the costs of medications are covered by the insured person,

- d) **home nursing care after hospitalization** - if the insured person is hospitalized as a result of an insurance accident for more than two days, PZU SA arranges and covers costs of the nurse assistance (travel costs and fee of the nurse) after the end of hospitalization, at the place of stay of the insured person;
- 0 the advisability of home nursing care is decided by the treating doctor of the insured person; the service is provided up to a total of PLN 1,000 per each insurance accident;
- 3) **Psychologist help**
If, due to an accident covered by PZU SA liability, the insured person suffers serious body injury, or in the event of the following as a result of an accident in which the insured person participated:
- death of the insured person spouse or
 - death of the insured person child or
 - death of the insured person parents or parents of the insured person spouse,
 - death of a student from the class which the insured person attends
- 1 the insured person reports the need to use the psychologist help, PZU SA arranges and covers costs of visits of the insured person to the psychologist in the number of appointments recommended by the psychologist during the first visit so arranged, up to a total of PLN 1,500 per each insurance accident; if, as a result of an insurance accident, the insured person dies,
- 0 the spouse, children and parents of the insured person have the right to the above-mentioned psychologist help; PZU SA arranges
- 1 and covers costs of visits of such a person to the psychologist in the number of appointments recommended by the psychologist during the first visit so arranged, up to a total of PLN 1,500 per person;
- 4) **Private lessons for the pupils of primary schools, lower secondary schools and upper secondary schools, excluding post-secondary school pupils within the meaning of the Act on the educational system** - if, as a result of the insurance accident, the insured pupil cannot attend school for more than 10 days from the date of the insurance accident, PZU SA arranges and covers costs of individual tutoring in a maximum of 2 selected subjects falling within the scope of the school curriculum, up to the amount of PLN 400 per each insurance accident;
- 5) **Medical helpline and phone consultations with a doctor at the Help Center**
PZU SA provides access to a medical helpline consisting in a phone conversation with a doctor of the Help Center who, as far as possible, will provide the insured person with oral information on health care procedures. This information is not of a diagnostic or therapeutic nature.

BENEFITS WITHIN THE EXTENDED SCOPE OF INSURANCE PROTECTION ADDITIONAL BENEFITS

§ 13

At the request of the policyholder, the following additional benefits may be included in the insurance contract concluded in the variant I, variant II or variant II Bis, subject to the payment of an additional insurance premium:

- reimbursement of treatment costs** - including rehabilitation costs, in the amount specified in the insurance contract;
- lump sum for a period of temporary inability to learn or to work** - for one day of inability in the amount specified in the insurance contract;
- hospital allowance as a result of an accident** - for one day of stay in hospital, in the amount specified in the insurance contract;
- hospital allowance as a result of a disease** - for one day of stay in hospital, in the amount specified in the insurance contract;
- reimbursement of the costs of adapting the apartment** to permanent damage to health caused by an insurance accident, in the amount specified in the insurance contract;
- one-off benefit for the occurrence of sepsis**,
- in the amount specified in the insurance contract;
- one-off benefit in the event of death of the insured person due to malignant tumor** - in the amount specified in the insurance contract;
- one-off benefit in the event of death of child caused by congenital heart disease** - in the amount specified in the insurance contract;
- one-off benefit in the event of child limb amputation or amputation of a part of child limb caused by malignant tumor** - in the amount specified in the insurance contract;
- one-off benefit in the event of death of the statutory representative as a result of an accident** - in the amount specified in the insurance contract;
- one-off death benefit in the event of death caused by a traffic accident** - in the amount specified in the insurance contract;
- one-off benefit in the event of serious disease - in the amount specified in the insurance contract;
- one-off benefit in the event of a viral infection after occupational exposure to infectious material - in the amount specified in the insurance contract;
- reimbursement of medical expenses incurred as a result of occupational exposure to infectious material** - in the amount specified in the insurance contract

RULES OF GRANTING ADDITIONAL BENEFITS LISTED IN § 13 REIMBURSEMENT OF TREATMENT COSTS

§ 14

- The costs of treatment, including rehabilitation, are subject to reimbursement if the following conditions are jointly met:
 - they were incurred in connection with the treatment of consequences of:
 - an accident, body injury caused by an epileptic seizure or syncope for a reason other than a chronic disease,
 - myocardial infarction, intracranial hemorrhage, an accident caused by acts of terrorism, warfare, martial law or state of emergency, which occurred on the territory of a state in the world region threatened by acts of terrorism, warfare, martial law or state of emergency, if the insurance contract covers consequences of this insurance accident;
 - they were justified from the medical point of view;

- the need to incur medical expenses arose no later than within 24 months counted from the date of occurrence of the events referred to in section 1;
 - in the case of rehabilitation - if the need for rehabilitation occurred not later than within 6 months counted from the date of occurrence of the events referred to in section 1.
- The costs referred to in section 1 are reimbursed on the basis of bills and proofs of their payment, up to the limit set forth in the insurance contract per one insurance accident.
 - Within the limit referred to in section 2, the following costs are also reimbursed:
 - accommodation of the insured person during the rehabilitation in a place where rehabilitation is carried out, if the rehabilitation center is located at least 100 km from the place of stay of the insured person - up to PLN 150 per day and a maximum of 10 days;
 - accommodation of a close person of the insured person in the event of hospitalization of the insured after an insurance accident in a hospital located at least 100 km from the place of stay of the insured person - up to PLN 150 per day and a maximum of 10 days.

LUMP SUM FOR THE PERIOD OF TEMPORARY INABILITY TO LEARN OR TO WORK

§ 15

- The lump sum is payable to the insured person in connection with the following:
 - an accident, body injury caused by an epileptic seizure or syncope for a reason other than a chronic disease,
 - myocardial infarction, intracranial hemorrhage, an accident caused by acts of terrorism, warfare, martial law or state of emergency, which occurred on the territory of a state in the world region threatened by acts of terrorism, warfare, martial law or state of emergency, if the insurance contract covers consequences of this insurance accident.
- The lump sum is paid for each day of inability, if the inability to work or learn lasts continuously for more than 14 days.
- The lump sum is paid for a maximum of 180 days per one and all accidents occurring during the insurance period.
- The lump sum is payable if the inability to learn or work occurred not later than within 24 months counted from the date of the insurance accident.
- The lump sum may be paid on the basis of:
 - a certificate issued by the treating doctor, issued in accordance with the applicable legal regulations, or
 - an opinion issued by the certifying doctor designated by PZU SA, or
 - in the case of insured minors, in the event of inability to learn which lasts no longer than 30 days - a statement by the statutory representative.

HOSPITAL ALLOWANCE AS A RESULT OF AN ACCIDENT

§ 16

- The hospital allowance is paid for each day of hospitalization, subject to the provisions of section 3:
 - as a result of
 - an accident, body injury caused by an epileptic seizure or syncope for a reason other than a chronic disease,
 - myocardial infarction, intracranial hemorrhage, an accident caused by acts of terrorism, warfare, martial law or state of emergency, which occurred on the territory of a state in the world region threatened by acts of terrorism, warfare, martial law or state of emergency, if the insurance contract covers consequences of this insurance accident;
 - if the need for hospitalization occurred not later than within 24 months counted from the date of the insurance accident.
- The allowance is granted for a maximum of 60 days per one and all events referred to in section 1.
- The hospital allowance is paid starting from the first day of hospitalization of the insured person, provided that the hospitalization lasted at least 3 days.
- The hospital allowance is paid on the basis of an information card issued by the hospital, confirming hospitalization of the insured person.

HOSPITAL ALLOWANCE AS A RESULT OF A DISEASE OTHER THAN A CHRONIC DISEASE

§ 17

- The hospital allowance is paid for each day of hospitalization of the insured person, subject to the provisions of section 2.
- The hospital allowance is paid starting from the first day of hospitalization of the insured person, provided that the hospitalization lasted at least 6 days, for a maximum of 60 days per one and all reasons for the hospitalization.
- The hospital allowance is paid on the basis of an information card issued by the hospital, confirming hospitalization of the insured person.
- The hospital allowance is payable if the need for hospitalization arose during the insurance period.
- A chronic disease should be understood as a disease occurring (diagnosed or undiagnosed) before the conclusion of the insurance contract, with a long-lasting course, usually lasting months or years, which the insured person suffered from on the day the insurance contract was concluded, regardless of whether it required medical intervention or not.

REIMBURSEMENT OF THE COSTS OF ADAPTING THE APARTMENT

§ 18

- These costs are reimbursed if, due to an insurance accident, the insured person suffers 100% permanent damage to health and therefore it will be necessary to adjust the place of residence of the insured person to the resulting permanent damage to health.
- The costs referred to in section 1 are reimbursed if the need to adjust the place of residence arose no later than within 24 months counted from the date on which permanent damage to health was determined.

BENEFIT FOR THE OCCURRENCE OF SEPSIS

§ 19

1. This benefit is payable to the insured person in the case of sepsis.
2. The benefit referred to in section 1 is payable on the condition that the sepsis occurred during the insurance period.

ONE-OFF BENEFIT IN THE EVENT OF DEATH OF THE INSURED PERSON CAUSED BY MALIGNANT CANCER

§ 20

1. This benefit is payable to the beneficiary in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on the condition that the insured person died during the insurance period.
3. The benefit referred to in section 1 is paid on the basis of a death certificate provided to PZU SA, stating the cause of death.

ONE-OFF TIME BENEFIT IN THE EVENT OF DEATH OF CHILD CAUSED BY CONGENITAL HEART DISEASE

§ 21

1. This benefit is payable to the beneficiary in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on the condition that the insured person died during the insurance period.
3. The benefit referred to in section 1 is paid on the basis of a death certificate provided to PZU SA, stating the cause of death.

ONE-OFF BENEFIT IN THE EVENT OF CHILD LIMB AMPUTATION OR AMPUTATION OF A PART OF CHILD LIMB CAUSED BY MALIGNANT TUMOR

§ 22

1. This benefit is payable to the insured person in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on the condition that the amputation of the limb or a part of the limb of the insured person occurred during the insurance period.
3. The benefit referred to in section 1 is paid on the basis of the medical documentation provided to PZU SA, which is necessary to establish a given medical condition and the cause of the amputation.

ONE-OFF BENEFIT IN THE EVENT OF DEATH OF THE STATUTORY REPRESENTATIVE AS A RESULT OF AN ACCIDENT

§ 23

1. One-off benefit in the event of death of the child statutory representative is paid to the insured person in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on the condition that the death of the statutory representative occurred as a result of an accident which took place during the insurance period, and the death occurred within 24 months from the date of the accident.
3. The benefit referred to in section 1 is paid on the basis of a death certificate provided to PZU SA, stating the cause of death.

ONE-OFF BENEFIT IN THE EVENT OF DEATH AS A RESULT OF A TRAFFIC ACCIDENT

§ 24

1. This benefit is payable to the beneficiary in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on the condition that the insured person died during the insurance period.
3. The benefit referred to in section 1 is paid on the basis of a death certificate provided to PZU SA, stating the cause of death.
4. The benefit is not payable if death was caused by the participation of the insured person in air, motor or motorboat sporting events.

ONE-OFF BENEFIT FOR THE OCCURRENCE OF A SERIOUS DISEASE

§ 25

1. This benefit is payable to the insured person in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is payable on the condition that the disease occurred during the insurance period.

ONE-OFF BENEFIT FOR THE OCCURRENCE OF VIRUS INFECTION AS A RESULT OF OCCUPATIONAL EXPOSURE TO INFECTIOUS MATERIAL

§ 26

1. This benefit is payable to the insured person who performs a medical profession or is a student of a medical school in the amount specified in the insurance contract.
2. The benefit referred to in section 1 is paid on condition that viral infection was diagnosed during the insurance period.

REIMBURSEMENT OF TREATMENT COSTS INCURRED AS A RESULT OF THE OCCUPATIONAL EXPOSURE TO INFECTIOUS MATERIAL

§ 27

These costs are subject to reimbursement if the following conditions are jointly met:

- 1) they were incurred in connection with the exposure to infectious material that arose during the insurance period;
- 2) they were justified from the medical point of view;
- 3) the insured person performs a medical profession or is a pupil or student of a medical school

SUMS INSURED AND LIMITS OF LIABILITY

§ 28

1. The sums insured and limits of liability for basic benefits as well as additional benefits included in the contract of insurance are specified in the insurance contract.
2. The sums insured and limits of liability are determined for each insurance accident, unless the GTCI stipulate otherwise for a given benefit.
3. During the term of the insurance contract, the policyholder may change the sum insured or the scope of insurance subject to PZU SA approval.
4. Change of the insurance conditions referred to in section 3 results in the need to recalculate the premium for the period in which the changed insurance conditions are to apply.
5. In the event of a change of the sum insured or the scope of insurance, PZU SA is liable within the limits of the changed sum insured or scope of insurance starting from the day following the day on which PZU SA submits a statement expressing consent to such a change.

EXCLUSIONS OF LIABILITY

§ 29

1. PZU SA liability excludes consequences of insurance accidents occurring:
 - 1) under the influence of alcohol, narcotic drugs, psychotropic substances, new psychoactive substances or narcotic substitutes, as defined in regulations on drug prevention, unless this was not a factor that contributed to the insured accident;
 - 2) as a result of intoxication caused by nicotine, alcohol consumption or use of narcotic drugs, psychotropic substances, new psychoactive substances or narcotic substitutes, as defined in regulations on drug prevention;
 - 3) as a result of the insured person participation in fights (with the exception of acting in necessary self-defense) and in connection with committing or an attempt to commit an intentional crime or self-mutilation by the insured person;
 - 4) in connection with committing or an attempt to commit suicide by the insured person;
 - 5) as a result of active participation of the insured person in strikes, disturbances, riots, protests, road blocks or sabotage, unless participation of the insured person in strikes, disturbances, riots, protests or road blocks resulted from the exercise of official activities by the insured person;
 - 6) as a result of an accident cause by acts of terrorism, warfare, war or state of emergency, which occurred on the territory of a state in the world region threatened by acts of terrorism, warfare, war or state of emergency, unless the risk was included in the contract subject to the payment of an additional insurance premium;
 - 7) as a result of medical procedures, whose performance affects the human body, regardless of who performed them, unless the medical procedures were performed in connection with direct consequences of an insured accident;
 - 8) when the insured person was driving a motor vehicle without being authorized to do so, unless this was not a factor that contributed to the insurance accident;
 - 9) when the insured person was driving a vehicle other than a motor vehicle without being authorized to do so, unless this was not a factor that contributed to the insurance accident.
2. PZU SA liability is excluded for the consequences of diseases or medical conditions, even those which occur suddenly or were revealed only as a result of an accident or which are the cause of an accident, with the proviso that this exclusion does not apply to the consequences of body injuries caused by an epileptic seizure or syncope for a reason other than a chronic disease, myocardial infarction, intracranial hemorrhage, sepsis, occupational exposure to infectious material, if the insurance contract covers consequences of this insurance accident. PZU SA liability is also excluded for the occurrence of diseases or medical conditions, even those which occur suddenly or were revealed only as a result of an accident or which are the cause of an accident, with the proviso that this exclusion does not apply to the occurrence of sepsis, viral infection after occupational exposure to infectious material or the occurrence of a serious disease, if the insurance contract covers the mere occurrence of this insurance accident. If a disease or medical condition not covered by PZU SA liability had an impact on an accident, i.e. the accident was caused by both a disease and an external cause, PZU SA liability includes body injury, health disorder or death which are a consequence of the external cause, unless it is not possible to determine what body injury or damage to health are solely a consequence of the external cause; in such a case, it is assumed that the body injury or health disorder are caused by the external cause.
3. PZU SA liability excludes assistance services if the event forming the basis for the arrangement of such a service occurred:
 - 1) in connection or as a result of the circumstances referred to in section 1, with the proviso that in the cases referred to in section 1, sub-section 6, PZU SA liability may be extended subject to the payment of an additional premium;
 - 2) as a result of diseases or medical conditions, even those which occur suddenly or were revealed only as a result of an accident or which are the cause of an accident, with the proviso that this exclusion does not apply to the consequences of body injuries caused by an epileptic seizure or syncope for a reason other than a chronic disease, myocardial infarction, intracranial hemorrhage, sepsis, occupational exposure to infectious material, if the insurance contract provides insurance coverage of the body injuries caused by the occurrence of sepsis or occupational exposure to infectious material
4. PZU SA is not liable for the costs of assistance services incurred by the insured person without the consent of the Help Center, unless contacting the Help Center in the manner specified in § 43 section 1 was not possible due to reasons independent of the insured person.
5. PZU SA liability does not cover compensation for the pain, physical and moral suffering, or damages consisting in the loss, damage or destruction of things.
6. The fact of being under the influence of alcohol or the fact of being under the influence of narcotic drugs, psychotropic substances, new psychoactive substances or narcotic substitutes, as defined in regulations on drug prevention, as well as driving license are assessed in accordance with laws of the state competent for the place of occurrence of the insurance accident.

CHAPTER III

CONCLUSION OF THE INSURANCE CONTRACT AND ITS DURATION

§ 30

1. The insurance contract may be concluded in the presence of both parties to the contract or

by means of distant communication (direct or remote contract).

2. The insurance contract is concluded on the basis of the policyholder application which contains information necessary to assess the risk and to determine the due premium.
3. A direct contract is concluded provided that:
 - 1) the policyholder has priorly read and accepted the Rules and the GTCI;
 - 2) PZU SA has priorly confirmed acceptance by PZU SA of the policyholder application;
 - 3) the insurance premium has been paid by the deadline set forth in the insurance contract. A direct contract is concluded upon the payment of the insurance premium or its first installment.
4. A remote contract is concluded upon confirmation by PZU SA of the acceptance of the policyholder application and after the policyholder has priorly read and accepted the GTCI.
5. The policyholder is obliged to provide PZU SA with all circumstances known to the policyholder which PZU SA asks about in the offer form (application) or prior to the conclusion of the insurance contract in other letters. If the policyholder concludes the insurance contract through a representative, the said obligation applies to the representative and also covers circumstances known to the representative. If PZU SA concludes the insurance contract despite the lack of response to individual questions, the omitted circumstances are considered to be irrelevant.
6. During the term of the insurance contract, the policyholder is obliged to report changes in the circumstances referred to in section 5. The policyholder is obliged to notify PZU SA about these changes immediately after receipt of information about these changes.
7. In the case of conclusion of the insurance contract for the account of a third party, the obligations set forth in sections 5 and 6 apply to both the policyholder and the insured person, unless the insured person was not aware of the conclusion of the contract for his/her account.
8. PZU SA is not liable for the consequences of circumstances which were not communicated to PZU SA in violation of the provisions of sections 5 to 7. If the provisions of sections 5 to 7 were violated intentionally, then in case of doubt it is assumed that the insurance accident covered by the contract and its consequences are the result of the circumstances referred to in the preceding sentence.

§ 31

PZU SA confirms conclusion of the insurance contract by an insurance document.

§ 32

1. If, in response to the submitted offer, PZU SA provides the policyholder with an insurance document containing provisions which differ from the offer submitted by the policyholder to the detriment of the policyholder or the insured person, PZU SA is obliged to notify the policyholder of any such differences in writing when delivering the said document, giving the policyholder at least 7 days to raise objections. If this obligation is not complied with, any changes introduced to the detriment of the policyholder or the insured person are not effective and the insurance contract is deemed to have been concluded in accordance with the terms of the offer.
2. If no objections are raised, the insurance contract is deemed to have been concluded in accordance with the terms of the insurance document on the day following the end of the period for the submission of objections.

§ 33

1. The insurance contract is concluded for a definite period.
2. The insurance contract is concluded as an individual or collective agreement with a list of names of insured persons or without such a list.
3. When concluding an insurance contract with a list of names of insured persons, the policyholder is obliged to provide PZU SA with the list of names of insured persons. In this case, the insurance covers only the persons put on the list.
When concluding a collective insurance contract by means of distant communication, the policyholder is obliged to submit the list referred to above to PZU SA in a manner agreed upon by the parties.
4. The collective insurance contract may be concluded without the list of names of insured persons only in the case of extending the coverage to all persons belonging to the group of persons specified in this insurance contract.
5. In the case of a collective insurance contract, the policyholder is obliged to provide PZU SA with the first name, surname and phone number of the person maintaining the list.
6. Unless the parties agreed otherwise in the insurance contract, if the insurance contract is concluded without the list of names of insured persons, the insurance covers all persons belonging to the group of persons specified in the insurance contract without the need to submit applications for insurance coverage of new persons and payment of an additional insurance premium (in the case of a change in the number of persons belonging to this group during the term of the insurance contract).

§ 34

1. Subject to the provisions of sections 2-3, PZU SA liability commences on the day following conclusion of the insurance contract, however not earlier than on the day following the payment of the insurance premium or its first installment, unless agreed otherwise.
2. If the insurance contract specifies the day on which the insurance period commences prior to the date on which the insurance premium or its first installment should be paid, PZU SA liability commences on the day specified in the insurance contract as the beginning of the insurance period.
3. If the insurance contract specifies the day on which the insurance period commences after the day on which the insurance premium or its first installment should be paid, and the insurance premium or its first installment has not been paid by the day preceding the first day of the insurance period, the insurance contract is terminated on that day.

INSURANCE PREMIUM

§ 35

1. The insurance premium is calculated for the duration of PZU SA liability on the basis of the premium rates applicable on the date the insurance contract was concluded.
2. The premium amount is determined depending on:
 - 1) type of school or facility;
 - 2) sum insured;
 - 3) limit of liability;
 - 4) insurance period;
 - 5) insurance variant;
 - 6) scope of insurance coverage;

7) zip code of the insured person post office or place of residence

§ 36

1. Subject to the provisions of sections 2 and 3, unless agreed otherwise, the policyholder is obliged to pay the insurance premium simultaneously with the conclusion of the insurance contract.
2. In the case of a direct contract, the deadline for the payment of the insurance premium falls no later than on the day preceding the date on which the insurance period indicated in the contract begins.
3. At the request of the policyholder, the insurance premium may be paid in installments, subject to the provisions of section 4. Deadlines for the payment of individual insurance premium installments are determined from the date of conclusion of the insurance contract.
4. The insurance premium is paid in cash or, in agreement with PZU SA, in a non-cash form.
5. If the insurance premium or installment of the insurance premium is paid in a non-cash form, the day of crediting PZU SA bank account with the full amount of the insurance premium or installment of the insurance premium is deemed to be the date of payment.
6. The insurance premium is not subject to indexation.

§ 37

If any circumstances which entail a significant change in the probability of an insurance accident are revealed, each party to the contract may request that the amount of insurance premium be changed accordingly starting from the date on which the circumstance concerned arose, however not earlier than from the beginning of the current insurance period. If such a request is made, the other party may submit, within 14 days, a notice of terminating the insurance contract with immediate effect, by making a statement in this regard.

TERMINATION OF THE INSURANCE CONTRACT AND CESSATION OF THE LIABILITY. REFUND OF THE PREMIUM

§ 38

1. The insurance protection expires:
 - 1) after the end of the insurance period specified in the insurance document;
 - 2) on the date on which PZU SA receives a notice of withdrawal from the insurance contract by the policyholder in the case referred to in § 39;
 - 3) on the date of delivery of a notice of termination of the insurance contract in the case referred to in § 37;
 - 4) on the date of receipt by the policyholder of PZU SA notice of termination of the insurance contract with immediate effect, in the case in which PZU SA becomes liable before the payment of the insurance premium or its first installment, and the insurance premium or its first installment has not been paid in a timely manner;
 - 5) 7 days of receipt by the policyholder of the request for the payment of the next premium installment, sent after expiry of the deadline for the payment thereof; the request must state that if the payment is not made within 7 days of its receipt, the liability will cease;
 - 6) on the day PZU SA receives the policyholder notice of termination of the insurance contract with immediate effect in the case referred to in section 3;
 - 7) on the date on which the insurance contract is terminated by mutual consent of the parties;
 - 8) in relation to a given insured person upon death of that insured person.
2. The insurance contract may be terminated at any time by mutual consent of the parties.
3. The policyholder may terminate the insurance contract at any time with immediate effect by submitting a notice in this regard.

§ 39

1. If the insurance contract is concluded for a period longer than 6 months, the policyholder has the right to withdraw from the insurance contract within 30 days from the conclusion of the contract or, if the policyholder is an entrepreneur, within 7 days from the conclusion of the contract, by submitting a notice in this regard. If PZU SA fails to inform the policyholder who is a consumer about the right to withdraw from the contract at the latest at the time of conclusion of the contract, the 30-day period begins to run from the date on which the policyholder who is a consumer learned about this right. Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the premium for the period during which PZU SA provided insurance coverage.
2. In the case of insurance contract concluded with the use of means of distant communication where the policyholder is a consumer, the period in which the policyholder may withdraw from the insurance contract by submitting a written notice in this respect is 30 days from the date the policyholder was informed about conclusion of the insurance contract or from the date on which the policyholder received information which must be provided to a consumer pursuant to the provisions of on the conclusion of remote contracts if it falls at a later date. The deadline is deemed to have been observed if a notice of termination is sent before its expiry.

§ 40

If the insurance coverage expires before the end of the term of the insurance contract, the policyholder has the right to a refund of the insurance premium for the unused insurance period.

CHAPTER IV

PERFORMANCE OF THE INSURANCE CONTRACT PROCEDURE IN THE CASE OF INSURANCE ACCIDENT OBLIGATIONS OF THE INSURED PERSON

§ 41

1. In the event of an insurance accident, the insured person is obliged to:
 - 1) seek to mitigate its effects by immediately resorting to medical care and the undergoing the prescribed treatment;
 - 2) notify PZU SA about the occurrence of the insurance accident and provide:
 - a) description of the causes and course of the insurance accident,
 - b) medical documentation confirming body injury or health disorder of the insured person as a result of the insurance accident during the insurance period, or medical documentation confirming the fact that the insurance accident occurred during the insurance period,
 - c) documents necessary to determine the legitimacy and amount of the claim,
 - d) bills and proofs of payment of the costs covered by the scope of insurance,

- e) a document giving the right to drive a vehicle if the insured person drove a vehicle during the accident;
- 3) allow PZU SA to seek information relating to circumstances specified in the documents listed under item 2, in particular with the doctors who treated the insured person both before and after the accident.
- 0 In the event of death of the insured person, the beneficiary is obliged to provide PZU SA with a copy of the death certificate and the death statistical card or medical documentation confirming the cause of death, if the beneficiary has the right to obtain such documents, and a document confirming the beneficiary identity. If no beneficiary has been indicated, the person requesting the payment, referred to in § 49 section 2, is obliged to submit additional civil status documents confirming the fact of marriage or kinship, or documents confirming the fact of taking care of the insured person on the day of his/her death.

§ 42

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

§ 43

1. In order to use the assistance services referred to in § 12 section 13, the insured person (or a person acting on behalf of the insured person) should immediately after the insurance accident
 - 1 and before taking action on his/her own, report the insurance accident by phone to the Help Center and provide the following information:
 - 1) first name, surname and address of the insured person, as well as first name and surname or name of the policyholder;
 - 2) phone number which the Help Center may use in order to contact the insured person or representative of the insured person;
 - 3) a brief description of the event and type of the help needed;
 - 4) follow instructions of the Help Center when providing information and necessary powers of attorney.
 2. If the insured person or a person acting on behalf of the insured person was unable to contact the Help Center by phone in the manner specified in section 1, for reasons beyond his or her control, he/she is obliged, within 7 days from the date on which contact with the Help Center became possible, to report the insurance accident. Furthermore, the insured person or a person acting on behalf of the insured person is obliged to state the reason for the inability to contact the Help Center.
 3. If the insured person, due to the inability to contact the Help Center, referred to in section 2, arranged and covered costs of assistance services referred to in § 12 section 13, on his/her own, PZU SA is obliged to reimburse the insured person for the costs incurred by the insured person, up to the amount of actual costs incurred, however not more than up to the limit of the liability specified in the GTCI for a given assistance service, and if such a limit has not been set, up to the amount corresponding to the average price for the provision of this type of service in the place where the service was performed. The basis for consideration of the filed claim is submission by the insured person of the documentation necessary to determine legitimacy of the claim and amount of the benefit: medical documentation confirming occurrence of the insurance accident as well as personal bills and proofs of their payment.
 4. In the event of an intentional violation or gross negligence with regard to the obligation to report the insurance accident by the deadline specified in section 2, PZU SA may reduce the benefit accordingly, if the violation made it impossible for PZU SA to determine the circumstances and consequences of the insurance accident. No effects of failure to inform PZU SA about the insurance accident will occur if PZU SA receives notice about circumstances that should be reported to PZU SA by the deadline referred to in section 2.

DETERMINATION AND PAYMENT OF BENEFITS

§ 44

1. Types and amounts of the benefits due, if the insurance covers consequences of an insurance accident, are determined after finding that there is a regular causal relationship between the insurance accident and the consequence of this insurance accident covered by insurance protection.
2. Determination of the regular causal relationship referred to in section 1, as well as determination of the consequences of the insurance accident covered by the insurance protection, or determination of the occurrence of the insurance accident is made on the basis of the provided documentation or information indicated in § 41 section 1, as well as results of medical examinations.
3. At the request and at the expense of PZU SA, the insured person is obliged to undergo additional medical examinations or examination by doctors indicated by PZU SA, necessary to determine the legitimacy of the submitted claims.
4. The degree (percentage) of permanent damage to health is determined on the basis of the "PZU SA table of percentage determinations of permanent damage to health" approved by the resolution of the Management Board of PZU SA and applicable on the day of conclusion of the insurance contract, which is available for inspection in organizational units of PZU SA and on PZU SA website.

§ 45

1. The degree (percentage) of permanent damage to health should be determined immediately after the end of treatment, taking into account the rehabilitation prescribed by the doctor, and in the case of longer treatment not later than within 24 months from the date of the insurance accident. Subsequent change in the degree of permanent damage to health (improvement or deterioration) gives no grounds for changing the amount of the benefit.
2. When determining the degree (percentage) of permanent damage to health, the type of work or activities performed by the insured person is not taken into account.
3. If the insurance accident results in more than one body injury, the amount of the benefit for permanent damage to health or benefit for permanent body injury or benefit for bone fractures or joint dislocations consists of the sum of benefits for each body injury, however not more than up to the sum insured specified in the insurance contract.
4. In connection with § 44 section 1 - if an already existing disease or medical condition not covered by the insurance contract contributes to the scale of insurance accident consequences, the benefits due under the contract are offset with the impact of the disease or medical condition on the scale of insurance accident consequences.
5. In the event of loss or damage to an organ or system whose functions prior to the insurance accident were already impaired due to a disease or injury, the degree (percentage) of permanent damage to health is determined as the difference between the

degree (percentage) of permanent damage to health determined for the condition of a given organ or system after the insurance accident and the degree (percentage) of permanent damage to health existing before the insurance accident.

6. If the insured person received a benefit for damage to the same organ on other grounds prior to the determination of permanent damage to health caused by serious body injury (Tables no. 4, 5, 7, 8), then if determination of permanent damage to health by doctors designated by PZU SA results in determination of a higher benefit, the benefit granted on other grounds (Tables no. 4, 5, 7, 8) will be counted towards the benefit for permanent damage to health, and PZU SA will pay the difference between the benefit for permanent damage to health and benefits due on other grounds (Tables no. 4, 5, 7, 8).
7. Benefit for bites and stings, referred to in § 12 section 10, is paid regardless of the benefits paid out on other grounds.
8. The benefit is due if permanent damage to health occurred not later than within 24 months from the date of the insurance accident.

§ 46

A one-off benefit in the absence of permanent damage to health and occurrence of consequences other than those listed in Tables no. 4, 5, 7, 8, set forth in Table no. 6, is due in the amount corresponding to the percentage of the sum insured, in accordance with Table no. 6, with the proviso that in the variant I the benefit is payable only if there is no permanent damage to health, and in the variant II Bis the benefit is payable only under items 1 and 2 of Table no. 6.

§ 47

Medical costs referred to in § 14, incurred outside the territory of the Republic of Poland, are reimbursed on the territory of the Republic of Poland in Polish zlotys according to the average exchange rate of the National Bank of Poland applicable on the day the compensation is determined.

§ 48

If the insured person was covered by insurance protection on the basis of several contracts of insurance against consequences of accidents concluded with PZU SA, benefits are due under each insurance contract, however medical costs, purchasing of orthopedic objects and auxiliary materials, as well as vocational training of disabled persons, are reimbursed up to the actual and proven costs, up to the maximum of limits resulting from the concluded insurance contracts.

§ 49

1. The benefit under the insurance contract is paid to the insured and, if the insured is juvenile, to his/her statutory representative. The benefits are paid out only in Polish zlotys.
2. Death benefit referred to in § 12 sections 1, 2, 3, § 20, § 21, § 24, is paid out to the beneficiary, and if no beneficiary has been indicated, to the persons below in the following order:
 - 1) spouse;
 - 2) children in equal shares. If one of the children died before death of the insured person, the share that would be attributed to that child is paid to the remaining children in equal shares;
 - 3) parents in equal shares or in full to one of them if the other parent died before death of the insured person or if only one of them exercises parental authority; if neither parent exercises parental authority or if the parents are unknown and a legal guardian has been established for the insured person, the benefit is paid to legal guardians on analogous terms as for parents;
 - 4) natural persons inheriting on statutory terms in shares attributable to them in accordance with the provisions of the Civil Code regarding statutory inheritance.

Payment of the benefit to a person or persons belonging to a higher category excludes payment of the benefit to a person or persons belonging to a lower category (the highest category is under item 1).

3. The insured person may at any time indicate or change the beneficiary.
4. If no beneficiary has been indicated, PZU SA refunds, out of the death benefit referred to in section 1 and within the limits of the sum insured, documented costs of funeral of the insured person, to the person who incurred those costs, with the proviso that the said costs are refunded only if they have not been covered by another insurance or other grounds.

§ 50

If PZU SA pays the benefit for permanent damage to health, and then the insured person dies within 24 months from the insurance accident due to this insurance accident, PZU SA pays death benefit in the amount being the difference between the amount of the death benefit determined in the insurance contract and the amount of the benefit paid for permanent damage to health.

§ 51

1. If the insured person dies not as a result of the insurance accident and before he/she receives the benefit for permanent damage to health, PZU SA pays the benefit for permanent damage to health to the heirs of the insured person. If permanent damage to health was not determined before death of the insured person, the degree of permanent damage to health determined in accordance with § 11 is assumed on the basis of the submitted medical documentation.
2. Subject to the provisions of section 1, if the insured person dies before he/she receives the benefit under the insurance contract, PZU SA pays this benefit to the heirs of the insured person.

§ 52

1. PZU SA is obliged:
 - 1) having received notice about the occurrence of an insurance accident, to inform the policyholder or the insured person thereof within 7 days from the date of receipt of this notice if the policyholder and the insured person are not persons submitting this notice, and to take steps aimed at establishing the actual state of the insurance accident, legitimacy of the claims put forward and amount of the benefit, as well as to inform the claimant, in writing or otherwise, to which the said person has consented, what documents are needed in order to determine PZU SA liability or amount of the benefit if this is necessary to continue the proceedings; in the case of an insurance contract concluded for the account of a third party, the insurance accident may be reported also by the insured person or his/her heirs; in such a case, the heir is treated in the same way as the person entitled under the insurance contract;

- 2) if, within the time limits set forth in sections 2 and 3, it fails to pay the benefit, to notify in writing:
 - a) the person filing the claim and
 - b) the insured person, in the case of an insurance contract concluded for the account of a third party, if the insured person is not the person filing the claim
 - about the reasons for the inability to satisfy their claims in whole or in part, as well as to pay the indisputable part of the benefit;
 - 3) if the benefit is not due or is due in a different amount than the one specified in the claim, to inform in writing:
 - a) the person making the claim and
 - b) the insured person, in the case of an insurance contract concluded for the account of a third party, if the insured person is not the person filing the claim
 - indicating the circumstances and legal grounds justifying the total or partial refusal to pay the benefit, and to instruct that person about the possibility of pursuing claims in court;
 - 4) to provide the policyholder, the insured person, the person filing the claim or the person entitled under the insurance contract, with the information and documents collected in order to determine PZU SA liability or the amount of the benefit; the said persons may request a written confirmation by PZU SA of the information provided, as well as photocopies of the documents to be made and confirmed by PZU SA as certified true copies at their own expense;
 - 5) to provide the persons referred to in section 4 with the information and documents referred to in section 4 at their request in electronic form;
 - 6) at the request of the insured person or a person entitled under the insurance contract, to provide information held by PZU SA and related to the insurance accident which is the basis for determining PZU SA liability and determination of the insurance accident circumstances, as well as the amount of the benefit;
 - 7) at the request of the policyholder or the insured person, to provide information about statements made by the policyholder or the insured person while concluding the insurance contract for the purpose of assessment of the insurance risk, or copies of documents drawn up at that stage.
2. PZU SA is obliged to pay the benefit within 30 days from the date of receipt of the notification about the insurance accident.
 3. If it is not possible to clarify the circumstances necessary to determine PZU SA liability within the time limit specified above, the benefit should be paid within 14 days from the date on which it was possible to clarify these circumstances with due diligence. However, PZU SA should pay the undisputable part of the benefit within the time limit specified in section 2.

CHAPTER V

FINAL PROVISIONS

§ 53

1. Complaints, claims and grievances may be filed with each PZU SA unit providing services to customers.
2. Complaints, claims and grievances may be submitted:
 - 1) in written form - in person or by mail within the meaning of the Postal Law Act, for example to the following address:
PZU SA, 18A Postępu Street, 02-676 Warsaw (address only for correspondence);
 - 2) orally - by phone, for example by calling the hotline 801 102 102, or personally for the record during a visit to the unit referred to in section 1;
 - 3) electronically – by sending an e-mail to: reklamacje@pzu.pl or by filling out the form available at www.pzu.pl.

801 102 102 pzu.pl

Fee in accordance with the operator's tariff

3. PZU SA handles and replies to complaints, claims and grievances without undue delay, and in any event within no more than 30 days from the date of their receipt, subject to the provision of section 4.
4. Where there are particularly complicated circumstances due to which a complaint, claim or grievance cannot be handled and the reply cannot be given within the time limit referred to in section 3, PZU SA provides the person who filed the complaint, claim or grievance with information which:
 - 1) explains the cause of the delay;
 - 2) indicates the circumstances which must be determined in order to handle the case;
 - 3) specifies the estimated time limit by which the complaint, claim or grievance will be handled and the reply will be given, which must not exceed 60 days from the date of receipt of the complaint, claim or grievance.
5. The PZU SA reply to a complaint, claim or grievance will be communicated to the person who filed that complaint, claim or grievance, in paper form or on another durable information carrier, with the proviso that the reply may only be communicated by electronic mail at the request of the person who filed a given complaint, claim or grievance.
6. The natural person who filed a complaint has the right to submit a request to the Financial Ombudsman concerning:
 - 1) non-consideration of claims under the complaint handling procedure;
 - 2) failure to perform activities resulting from the complaint which was handled as requested by the complainant within the time limit specified in the reply to the complaint.
7. Complaints, claims and grievances are handled by PZU SA organizational units which are competent for the subject-matter of the case concerned.
8. Complaints are governed by the Act on complaint handling by financial market operators and on the Financial Ombudsman as well as by the Act on insurance distribution.
9. PZU SA provides for a possibility of the out-of-court settlement of disputes.
10. The entity authorized within the meaning of the Act on out-of-court settlement of consumer disputes, competent for the out-of-court settlement of disputes where PZU SA is a party, is the Financial Ombudsman, whose website address is www.rf.gov.pl.
11. The policyholder, insured person, beneficiary and any other person entitled to receive a benefit under the insurance contract, who is a consumer, has the right to ask municipal and county consumer ombudsmen for assistance.
12. In the case of direct and remote contracts where the offer has been sent electronically and the contract has been concluded electronically, the consumer has the right to the out-of-court settlement of disputes as well as the right to file complaints via the online dispute resolution system (ODR Platform) in accordance with the Regulation (EU) no. 524/2013 of the European Parliament and of the Council of 21 May 2013
 - address: <http://ec.europa.eu/consumers/odr/>. Responsibility for the operation of the ODR Platform rests with the European Commission. PZU SA may be contacted by e-mail at the following address: reklamacje@pzu.pl.
13. PZU SA is subject to the supervision by the Polish Financial Supervision Authority.
14. The language used by PZU SA in relations with the consumers is Polish.

§ 54

1. Actions concerning claims under the insurance contract may be brought in accordance with the provisions on general jurisdiction or filed before the court having territorial jurisdiction over the place of residence or registered office of the policyholder, the insured person or the beneficiary under the insurance contract.
2. Actions concerning claims under the insurance contract may be brought in accordance with the provisions on general jurisdiction or filed before the court having territorial jurisdiction over the place of residence of the heir of the insured person or the heir of the beneficiary under the insurance contract.