



**GENERAL TERMS  
OF ADDITIONAL GROUP INSURANCE IN THE  
EVENT OF DEATH OF A CHILD DUE TO A PERSONAL  
ACCIDENT**

The table below presents the information indicating which provisions of the general terms and conditions of supplementary group insurance apply in case of the death of a child due to a personal accident, terms and conditions code nDGP55 (GTC), which govern the exclusion and limitation of the insurance company's liability. These provisions constitute a part of the GTC, and their indications are a result of the legal regulations (Article 17, section 1 of the Insurance and Reinsurance Act).

No.	Type of information	Record number
1.	Conditions for benefit payment	items 1-2 items 4-7 items 9-11 item 29 items 30-34 item 35
2.	Restrictions and exemptions of the facility's liability insurance granting the right to refuse or reduce the payment of benefits or to reduce them	items 1-2 items 6-7 item 8 items 26-27 item 28 item 30 item 35

Information about the insurance are available from:

 AT [pzu.pl](http://pzu.pl)



at the helpline 801 102 102  
(charged according to the operator's tariff)



## GENERAL TERMS AND CONDITIONS OF ADDITIONAL GROUP INSURANCE IN THE EVENT OF DEATH OF A CHILD DUE TO A PERSONAL ACCIDENT

GTC code: NDBG55

The Board of Directors of PZU Życie SA established the general terms and conditions of additional group insurance in the event of death of a child caused by a personal accident by resolution no. UZ/202/2021 of 9 November 2021 (hereinafter referred to as the GTC).

These General Terms and Conditions shall enter into force on 01 December 2021 and shall apply to insurance agreements concluded from 1 January 2022.

The policyholder shall read the GTC carefully before concluding the contract and communicate the GTC to anyone who wishes to take out insurance..

**Please read the GTC you have received from your policyholder carefully before you take out insurance.**

### GLOSSARY

– i.e. what do the terms actually mean

1. the GTC uses the following terminology:
  - 1) **child** – a child below the age of 18 or, if in school education, she or he is below the age of 25. The child may be:
    - a) a child of the insured,
    - b) a child of the insured's spouse or domestic partner (if the other parent of the spouse's or domestic partner's child is deceased);
  - 2) **insurance protection period** – the period of time during which our liability to the insured under the supplementary insurance continues;
  - 3) **supplementary insurance** – the insurance agreement to which these GTC apply;
  - 4) **basic insurance** – PZU Na Życie Plus group insurance agreement, to which the policyholder has the right to take out additional insurance;
  - 5) **school education** – education at a public or a non-public school or at a State or non-State higher education institution on a full-time, evening or extramural basis, within the meaning of legislation on education and higher education, with the exclusion of all courses and distance learning;
2. The other terms used in these GTC are defined in the general terms and conditions of the basic insurance – the same terms retain the same meaning.

### OBJECT OF INSURANCE

– what do we insure

3. We insure an event in your life, which is the death of your child.

### SCOPE OF INSURANCE AND THE BENEFIT AMOUNT

– which events do we pay for and what amounts

4. The scope of supplementary insurance protection includes an event in your life which is the death of a child due to a personal accident.
5. In the event of the death of a child due to a personal accident we issue a benefit equal to a percentage of the sum insured applicable at the date of death, as listed in the policy and in the individual confirmation of insurance.
6. Both the death and the accident that causes it must occur during the insurance protection period.
7. The benefit issued after the death of a child shall be awarded under the condition that there is a normal medical causal link between the personal accident and the death of the child.

### EXCLUSIONS OF PROTECTION

– cases in which we are not going to pay out the benefit

8. Our liability does not cover the death of a child if the personal accident has occurred:
  - 1) during war operations;
  - 2) in result of the child's active participation in the acts of war, active participation in acts of terror or mass social unrest;
  - 3) as a result of the commission or attempted commission by the child of an act which fulfils the requirements of an intentional crime;

- 4) as a result of a traffic accident while the insured was driving a vehicle:
  - a) without holding the authority to drive as defined by the law or,
  - b) being under the influence of alcohol or in a state of intoxication as defined by the regulations on education in sobriety and counteracting alcoholism or after using: drugs, narcotics, psychotropic substances or substitutes within the meaning of the provisions on counteracting drug addiction,
    - as far as any of these circumstances played a role in the traffic accident;
- 5) when the child was intoxicated within the meaning of regulations on upbringing in sobriety and counteracting alcoholism or after using: drugs, narcotics, psychotropic substances or substitutes within the meaning of regulations on counteracting drug addiction – if any of these circumstances influenced the accident;
- 6) as a result of the child's self-harm or an attempted suicide or a suicide of the child;
- 7) directly as a result of intoxication by alcohol, drugs, narcotics, psycho-tropic substances or substitutes – within the meaning of the regulations on counteracting drug addiction;
- 8) as a result of the use of medicinal products by the child in violation of the doctor's recommendation or not in accordance with the information in the leaflet accompanying the medicinal product;
- 9) in result of bodily injuries caused by medical treatment and therapeutic or diagnostic procedures, regardless of who they were performed by – unless it was to treat the direct consequences of an accident.

## **SUM INSURED**

– what is it, and where is it indicated

9. The sum insured is the amount which we use as the basis for determining the benefit due.
10. The amount of the sum insured can be included in the policy and in the individual confirmation of insurance.
11. The sum insured does not change throughout the duration of the agreement. The sum insured is fixed, but may be changed by mutual agreement;

## **PREMIUM**

– what does it depend on and when to pay it

12. Amount of the premium per the insured:
  - 1) it is fixed, but may be changed by mutual agreement;
  - 2) it depends on:
    - a) the sum insured,
    - b) benefit amount
    - c) the number, age structure and gender of those who take out insurance, as well as the type of work they do.
13. The amount of the premium applicable to the additional insurance agreement is specified in the application for conclusion of the agreement as well as in the policy.
14. The policyholder pays us the premiums for the supplementary insurance on a monthly basis, together with the premium for the primary insurance.

## **TAKING OUT AND JOINING SUPPLEMENTARY INSURANCE**

– i.e., How do we insure you

15. Supplementary insurance may be taken out either with or during the conclusion of the basic insurance.
16. The additional insurance may be joined by insured persons who joined the basic insurance.

## **DURATION OF SUPPLEMENTARY INSURANCE**

– i.e., which period we take out the supplementary insurance for

17. The policyholder may take out supplementary insurance with us for a limited period. We confirm the duration of the additional insurance in the policy. If the additional insurance is taken out between policy anniversaries, our cover continues until the next policy anniversary.

## **EXTENSION OF SUPPLEMENTARY INSURANCE**

– what are the rules for extending supplementary insurance

18. Unless otherwise agreed by either party to the contract and provided that the primary insurance is in force, the supplementary insurance shall be automatically extended for the next policy year – under the same conditions. In this case, as an insured, you do not have to re-submit the declaration of membership.
19. Either party has the right to cancel the extension of the supplementary insurance, of which it shall notify the other party in writing. This must be done at the latest 30 days before the termination of this insurance.

#### **WITHDRAWAL FROM SUPPLEMENTARY INSURANCE**

- i.e. the conditions under which a policyholder may withdraw from the supplementary insurance

20. The cancellation of the additional insurance is carried out in accordance with the rules laid down in the basic insurance.
21. If the policyholder cancels the primary insurance, this results in cancellation of the secondary insurance.
22. If the policyholder withdraws from the additional insurance, this does not result in withdrawal from the primary insurance.

#### **TERMINATION OF SUPPLEMENTARY INSURANCE**

- i.e. the manner in which the policyholder can cancel the supplementary insurance

23. The termination of the supplementary insurance is carried out in accordance with the rules outlined in the basic insurance.
24. In the event the policyholder terminates the primary insurance, this results in the termination of the secondary insurance.
25. If the policyholder terminates the additional insurance, this does not result in termination of the primary insurance.

#### **THE BEGINNING OF OUR PROTECTION**

- When our insurance protection starts

26. Coverage under the supplementary insurance commences as described in the basic insurance.
27. Cover under the additional insurance shall only commence if the cover under the basic insurance is in force.

#### **THE CESSATION OF OUR PROTECTION**

- i.e. when the supplementary insurance ends

28. The cover under the supplementary insurance ceases:
  - 1) from the date of termination of cover under the primary insurance;
  - 2) from the date on which we receive the policyholder's declaration that he or she is withdrawing from the additional insurance;
  - 3) on the date of termination of cover under the supplementary insurance – if not renewed;
  - 4) on the last day of the month in which you cancel the supplementary insurance;
  - 5) at the end of the month of the supplementary insurance on the current terms and conditions, if they have not given the required consent to change the supplementary insurance;
  - 6) as from the date of expiry of the notice period of the supplementary insurance;
  - 7) as from the date on which the supplementary insurance is terminated.

#### **PERSONS ENTITLED TO OBTAIN THE BENEFIT**

- the person to whom the payment is due

29. In such case you have the right to receive the benefit.

#### **PROVISION OF THE HEALTH BENEFIT**

- when we pay the benefit

30. The benefit shall not be issued to a person who intentionally contributed to the death of the child.
31. After the death of a child, please deliver:
  - 1) a request for payment of a benefit,
  - 2) a death certificate;
  - 3) The certificate of death or, in cases where it is not possible to obtain, medical documentation documenting the cause of death;
  - 4) a document which confirms the circumstances of the accident.
32. We may ask for other required documents in case those which had already been provided do not suffice to consider that a benefit payment is due.
33. If the documents we have requested are in a language other than Polish, you must provide us with a Polish translation. This translation must be carried out by a sworn translator.
34. We decide on the payment of the benefit based on the documentation stated above.

#### **FINAL PROVISIONS**

- what other matters are important

35. Any matters not regulated by the supplementary insurance shall be subject to the general terms and conditions of basic insurance, the provisions of the Civil Code, the Act on Insurance and Reinsurance Activity and any other applicable laws.