



**GENERAL TERMS  
ADDITIONAL GROUP INSURANCE  
WITH A MEDICAL DRUG CARD**

The table below presents the provisions of the general terms and conditions of the additional group insurance in with a Medical Drug Card, terms and conditions code ULGP55 (GTC), which govern the exclusion and limitation of the insurance company's liability. and limitations 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 items 39–42 items 46
2.	Restrictions and exemptions of an insurer's liability granting the right to refuse to pay out the benefits or to reduce them	items 1–2 items 9–15 items 16–18 items 19–20 items 46

Information about the insurance are available from:

 at pzu.pl



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



## GENERAL CONDITIONS FOR SUPPLEMENTARY GROUP INSURANCE WITH A MEDICAL DRUG CARD

GTC code: ULGP55

The Board of Directors of PZU Życie SA set out the general terms and conditions of the additional group insurance with Medical Drug Card by means of 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) **pharmacy** – any pharmacy or point of pharmacy open to the public which operates in Poland in accordance with the Pharmaceutical Law;
- 2) **disease** – a reaction of the human organism towards a pathogenic agent which causes functional or morphological changes in the organism;
- 3) **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) the child of the primary insured,
  - b) the child of the spouse or a life partner of the primary insured,
- 4) **Medical Drug Card** – card or other data carrier issued by PZU Życie for the Insured, co-insured or insured relative, which entitles to purchase medicines at a pharmacy, the price of which is reduced by the amount of health benefit. The principles of the Medical Drug Card are described in the Medical Drug Card Regulations;
- 5) **medicine** – a finished medicinal product defined in the field of medicines which:
  - a) has a valid authorisation issued by the President of the Office for Medicinal Products, Medical Devices and Biocidal Products, the Council of the European Union or the European Commission (according to the Pharmaceutical Law Act),
  - b) is entered in the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland,
  - c) can only be purchased based on a prescription;
- 6) **insurance protection period** – the period during which our liability under the supplementary insurance continues to cover the persons named in point 3 of the GTC;
- 7) **life partner** – a person who is cohabiting with the primary insured; and:
  - a) files a declaration,
  - b) is not a relative of the primary insured,
  - c) is not married,The primary insured can only enrol his or her life partner if he or she is not married himself or herself. A life partner can join the supplementary insurance either as a co-insured or as a relative insured, provided that he or she meets the definition of a relative insured;
- 8) **level of co-payment** – percentage share of PZU Życie SA in the co-payment for the medicine or drug substitute. We agree the percentage with the policyholder and record it in the policy;
- 9) **medicinal product** – a substance or mixture of substances with the property of preventing or treating a disease. A medicinal product is administered to make a diagnosis or to restore, improve, modify physiological functions of the body – through pharmacological, immunological or metabolic action;
- 10) **prescription** – a proof issued by an authorised person confirming the prescription of a medicine for the treatment of illness or injury, meeting the requirements of the applicable regulations on medical prescriptions. We are only responsible for such prescriptions which were issued to the primary insured, co-insured or relative insured during the period of our cover;
- 11) **healthcare service** – an amount equivalent to the co-payment level for the medicine indicated on the issued during the period of our cover, a prescription or its substitute when the primary insured, co-insured or a relative insured decides to purchase a substitute medicine;
- 12) **school education** – education at a public or private school or university, full-time, part-time or extramural excluding all courses, trainings or correspondence education;
- 13) **supplementary insurance** – the insurance agreement to which these GTC apply;

- 14) **basic insurance** – PZU Na Życie Plus group insurance agreement, to which the policyholder has the right to take out additional insurance;
  - 15) **bodily injury** – bodily injury in the event of a personal accident;
  - 16) **co-insured** – the spouse or a life partner of the primary insured or a child who has joined the supplementary insurance;
  - 17) **information printout** – a document confirming that a prescription has been issued, downloaded from the Patient's Internet Account on the patient.gov.pl portal or issued by the doctor; it is required in the case of an application for the provision of a benefit without the use of the Medical Drug Card (in cash form);
  - 18) **medicines coverage** – a list of the medicines we offer to subsidise in supplementary insurance. The medication coverage applicable to the insured, co-insured or insured loved one is available on pzu.pl and the helpline number PZU 801 102 102;
  - 19) **a substitute for a medicine** – listed in the range of medicines a different medicine to the one prescribed, but with the same therapeutic indication and the same
    - a) international name,
    - b) dose,
    - c) a pharmaceutical form that does not give rise to therapeutic differences.
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. depending on the will of the parties set out in the agreement and confirmed by the policy, we insure the health:
- 1) of the primary insured, or
  - 2) the primary insured and the co-insured, or
  - 3) the primary insured and the insured closed relative, or
  - 4) the primary insured, the co-insured and the insured close relative.

## INSURANCE COVERAGE

### – which events do we pay for and what amounts

4. The scope of the additional insurance covers the occurrence of illness or injury to the persons indicated in point 3 of the GTC during the period of protection, confirmed by a prescription for a medicine during the period of protection – we will then provide the health service (in accordance with the range of medicines and under the terms of the Medical Drug Card Regulations).

## CHANGES RELATED TO MEDICINES

### – when they can be introduced

5. During the term of the agreement, the range of medicines is only permitted if:
- 1) the medicine will be removed from the Register of Medicinal Products Authorised in the territory of the Republic of Poland or reclassified in this Register as a medicine available only without prescription;
  - 2) the drug will be added to the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland;
  - 3) the price of a medicine to be added to the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland is going to exceed PLN 5,000. In such a case, the range of medicines will not include those active substances found in the drug.
- The changes described in items 1 to 3 shall not require the consent of the primary insured, the co-insured, the relative insured or the policyholder.

## PREMIUM

### – what does it depend on and when to pay it

6. Monthly premium amount:
- 1) it is fixed, but may be changed by mutual agreement;
  - 2) it depends on:
    - a) the range of medicines,
    - b) the level of co-financing,
    - c) the number of persons taking out insurance in relation to the number of employees,
    - d) the number, age structure and gender of those who take out insurance, as well as the type of work they do.
7. 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.
8. 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

9. Supplementary insurance may be taken out either with or during the conclusion of the basic insurance.
10. The supplementary insurance can be joined by the basic insured, the insured relative who joined the basic insurance.
11. The option to join the supplementary insurance is available to the co-insured at any time under the condition that:
  - 1) is the spouse of the primary insured and, on the date of signing the declaration of accession, has reached the age of 16 and has not reached the age of 69, or is the life partner of the primary insured and, on the date of signing the declaration of accession, has reached the age of 18 and has not reached the age of 69, or is the child of the primary insured or the child of the spouse or life partner of the primary insured who, on the date of signing the declaration of accession, has not reached the age of 18 or, if attending school, has not reached the age of 25;
  - 2) he or she signs the declaration of membership;
  - 3) declares that, at the date of signing the declaration of membership, he or she is not on sick leave, at a hospital, at a hospice, at an institution for the chronically ill, on rehabilitation benefits and is not a person declared unfit for work or unfit for uniformed service in accordance with a decision of a competent authority under social insurance or social security legislation.
12. If the supplementary insurance is cancelled, the primary insured, the co-insured and the relative insured can re-join the supplementary insurance:
  - 1) on the first day of the month following the month at the end of which our liability towards him ceases, or
  - 2) not earlier than on or after the policy anniversary– depending on the will of the parties set out in the agreement and confirmed by the policy.
13. The primary insured or co-insured, or the insured close relative, are obliged to inform us of all known circumstances which we ask about before joining the insurance in the declaration of accession or in any other letter.
14. We shall not be liable for the consequences of circumstances which, in violation of clause 13 of the GTC, you have not made known to us. If you have not deliberately informed us of all the circumstances known to you which we asked about before you joined the insurance in the declaration of enrolment or in any other letter, in case of doubt the event covered and its consequences shall be assumed to be the result of these circumstances.
15. In an event covered by us occurred more than three years after you joined the insurance, we cannot claim that you provided false information when you joined the insurance.

## **THE BEGINNING OF OUR PROTECTION**

– When our insurance protection starts

16. The cover under the additional insurance for the basic insured or a close relative begins in accordance with the rules described in the basic insurance.
17. Coverage under the additional insurance for the co-insured shall commence in accordance with the rules applicable to the primary insured.
18. Cover under the additional insurance shall only commence towards the primary insured if the cover under the basic insurance is in force.

## **THE CESSATION OF OUR PROTECTION**

– i.e. when the supplementary insurance ends

19. The coverage in the supplementary insurance in relation to the primary insured and the relative insured ends:
  - 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.
20. Co-insurance cover in respect of the co-insured shall end:
  - 1) from the date of termination of cover in respect of the primary insured, of whom you are the spouse or life partner or child;
  - 2) in the event of death of the co-insured;
  - 3) on the policy anniversary date falling in the year in which the spouse or life partner turns 70;
  - 4) on the policy anniversary date falling in the year in which the child turns 18, or 25 if attending school;
  - 5) on the last day of the month in which you resign from our insurance protection;
  - 6) at the end of the month of the supplementary insurance on the current terms and conditions, if the co-insured has not given the required consent to amend the supplementary insurance;

## **AMENDMENTS TO SUPPLEMENTARY INSURANCE**

- how they can be introduced

21. Any changes to the supplementary insurance must be made in writing.
22. We need the consent of the primary insured, co-insured, relative of the insured before we can make a change to the supplementary insurance to the detriment of the primary insured, co-insured or the relative of the insured.

## **DURATION OF SUPPLEMENTARY INSURANCE**

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

23. 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 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

24. Unless otherwise agreed by either party to the agreement 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 a primary insured, a co-insured, an insured relative, you do not have to re-submit the declaration of membership.
25. 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

26. The cancellation of the additional insurance is carried out in accordance with the rules laid down in the basic insurance.
27. If the policyholder cancels the primary insurance, this results in cancellation of the secondary insurance.
28. 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

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

## **RIGHTS AND OBLIGATIONS OF THE PRIMARY INSURED OR THE CO-INSURED PERSON OR OF THE INSURED RELATIVE**

- what you should remember

32. The rights and obligations of the primary insured, the relative insured are defined by this additional insurance and the primary insurance.
33. The co-insured has the same rights and obligations as the primary insured.
34. In the event of the cancellation of the insurance, the primary insured, the close relative of the insured or the co-insured may re-join the insurance according to the rules indicated in item 12 of the GTC.

## **OBLIGATIONS OF THE POLICYHOLDER**

- i.e. what obligations shall the policyholder assume

35. The obligations of the policyholder are stated in the basic insurance.
36. The obligations of the policyholder towards the co-insured are the same as the obligations of the policyholder towards the primary insured.

## **OUR RESPONSIBILITIES**

- i.e., responsibilities assumed by PZU Życie

37. Our responsibilities are stated in the basic insurance.
38. Our obligations towards the co-insured are the same as our obligations towards the primary insured.

## **IMPLEMENTATION OF THE HEALTH SERVICE**

### **– or how to benefit from a co-financing for the purchase of medicines**

- 39. We subsidise the purchase of the medicine indicated on the prescription or a substitute medicine. The prescription must be issued during our period of protection.
- 40. This insurance allows you to obtain co-financing for prescription medicines purchased at any pharmacy in Poland.
- 41. The insurance can be used in two forms:
  - 1) cashless – at pharmacies that accept Medical Drug Cards – on the basis of:
    - a) prescriptions issued to the insured person and
    - b) the Medical Drug Card of the person for whom the prescription is issued.Foreigners are additionally required to present a passport or another document proving their identity;
  - 2) cashless – on the basis of:
    - a) a photocopy, photograph, scan of the prescription or information printout, and
    - b) a proof of purchase of the medicine or a medicine substitute (receipt or invoice).
- 42. We have described the detailed rules for the use of the insurance in the Medical Drug Card Regulations.

## **REFUSAL TO PROVIDE THE HEALTH SERVICE**

### **– how are we going to communicate it**

- 43. If a health service is not available, we will inform the claimant:
  - 1) why we are unable to deliver this service in whole or in part within the stipulated timeframe. We will then only pay the undisputed portion of the benefit;
  - 2) if the health service is not due in total or in part. In such case we are going to indicating the circumstances and the legal grounds justifying the full or partial refusal to pay the benefit together with an information regarding the possibility of claiming damages in court.
- 44. We will also inform the primary insured, or a co-insured or a relative insured of the refusal of the health benefit if they have not applied for the benefit.
- 45. During the period of suspension of the agreement referred to in the basic insurance, medical services are not provided.

## **FINAL PROVISIONS**

### **– what other matters are important**

- 46. 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.

## MEDICAL DRUG CARD REGULATIONS

### Appendix to the supplementary group insurance with Medical Drug Card

The terms and conditions present the following rules:

- of using the Medical Drug Card,
- of subsidising the purchase of medication.

#### GLOSSARY

– i.e. what do the terms actually mean

1. The GTC uses the following terminology:
  - 1) **purchase of a medicine without using the Medical Drug Card** – purchase of a prescription medicine or its substitute from a pharmacy that does not accept the Medical Drug Card. Once the medicine has been paid for, the primary insured or co-insured or a close relative sends us a claim for the health service;
  - 2) **user** – the primary insured or co-insured, or a relative insured, as well as any other person who, with the use of the Medical Drug Card, purchases a medicine for the primary insured or co-insured or a relative insured on the basis of a prescription;
  - 3) **purchase of a medicine using a Medical Drug Card** – the purchase of a prescription medicine or a substitute at a pharmacy using the Medical Drug Card for a medicine prescribed for the primary insured or a co-insured or a relative insured with the simultaneous provision of a health service where we cover the specified co-payment for the medicine or medicine substitute resulting from the co-payment level. The primary insured, co-insured, relative insured or user shall bear the cost in the amount of their applicable co-payment for the drug or drug substitute.
2. We also use terms in the Terms and Conditions whose meaning we have explained in the Glossary of the Insurance.

#### MEDICAL DRUG CARD

– key information

3. The Medical Drug Card confirms the right to receive a health service, i.e. a co-financing for the purchase of prescription drugs and their substitutes, in the event of illness or injury.

At pzu.pl and the PZU helpline number 801 102 102 we provide information on:

  - 1) the current list of pharmacies that accept the Medical Drug Cards;
  - 2) the rules for purchasing medicines with and without the use of the Medical Drug Card;
  - 3) the current scope of medicines.
4. We can only change the list of pharmacies in the following events:
  - 1) the pharmacy so far listed stops accepting the Medical Drug Card or
  - 2) a pharmacy not previously listed will start accepting the Medical Drug Card.
5. The Medical Drug Card includes:
  - 1) the name and surname of the primary insured or the co-insured or the insured relative;
  - 2) identification number;
  - 3) card number;
  - 4) barcode.
6. We activate the Medical Drug Card automatically on the first day of our protection.
7. The insured must report the loss, destruction or damage of his/her Medical Drug Card as soon as possible to the PZU helpline number 801 102 102.

In such case, we issue a duplicate Medical Drug Card which:

  - 1) takes into account the value of the medicines purchased to date;
  - 2) is immediately active.
8. The PZU helpline number 801 102 102 can also be called by the insured in the event of difficulties in using the Medical Drug Card at a pharmacy.

#### PURCHASE OF A MEDICINE USING A MEDICAL DRUG CARD

– i.e. how to use the co-financing when paying at the pharmacy

9. Co-financed purchase of the medicine can be used:
  - 1) at a pharmacy that accepts the Medical Drug Card;
  - 2) on presentation of the Medical Drug Card and a prescription issued to the primary insured, co-insured or a relative insured. Foreigners are additionally required to present a passport or another document proving their identity.
10. The primary insured, a co-insured or a relative insured giving the Medical Drug Card and prescription to another person authorises that person to purchase the medicine using the Medical Drug Card.
11. The primary insured, co-insured, relative insured or user pays for the cost of medicines not included in the medicines range, the cost of medicines in excess of the co-payment level or the cost of other products sold at the pharmacy which are not medicines.



12. It is not possible to provide healthcare services using the Medical Drug Card if the marketing authorisation for the medicine expires or is withdrawn and the medicine is removed from the Register of Medicinal Products Authorised for Trade in Poland.
13. The Medical Drug Card cannot be exchanged for cash.
14. The user cannot return a medicine or a substitute medicine if he or she has purchased it using the Medicine Card. The user may file a complaint about a defective medicine or its substitute (see paragraphs 28-31 of the Terms and Conditions).
15. The coverage of medicines may change during the term of the insurance agreement in the cases set out in section 16.
16. The coverage of medicines is subject to change during the term of the insurance agreement only in the event of:
  - 1) removal of medicines that have been deleted from or reclassified as OTC drugs in the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland;
  - 2) adding new drugs to the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland;
  - 3) when the price of a medicine to be added to the Register of Register of Medicinal Products Authorised in the territory of the Republic of Poland is going to exceed PLN 5,000. In such a case, the range of medicines will not include those active substances found in this medicine.
17. If it is not possible to purchase the medicine indicated on the prescription at a pharmacy accepting Medical Drug Cards due to its unavailability, the pharmacy will make it possible to purchase the medicine within no more than 24 hours, unless the medicine is temporarily or permanently unavailable at the 11 largest drug wholesalers in Poland.
18. In any case, the pharmacy fulfils the obligation referred to in Article 44 of the Act on the Reimbursement of Medicines, Foodstuffs for Special Nutritional Uses and Medical Devices by offering the primary insured, the co-insured, the relative insured or the user the opportunity to purchase a substitute medicine.

## **PURCHASE OF A MEDICINE WITHOUT USING A MEDICAL DRUG CARD**

### **– or how to use cash benefits**

19. A cash co-financing can be used in the case of:
  - 1) the purchase of a medicine or a substitute from a pharmacy that does not accept the Medical Drug Card;
  - 2) resumption of our protection.
20. The user pays the entire cost of the medication at the pharmacy.
21. In order to benefit from the cash drug co-financing, the primary insured, co-insured or insured loved one submits an application to us:
  - 1) via the online form available at [www.pzu.pl](http://www.pzu.pl);
  - 2) via the PZU Apteka mobile application;
  - 3) in writing to epruf rozliczenia sp. z o.o., ul. Zbąszyńska 3, 91-342 Łódź, marked "PZU Insurance with Medical Drug Card";
  - 4) in person at a PZU Division.
22. The application should include:
  - 1) the personal and address details of the primary insured, the co-insured or the relative insured;
  - 2) a photocopy, photograph, scan of the prescription or information printout;
  - 3) a proof of purchase of the medicine or a medicine substitute (receipt or invoice);
  - 4) the bank account number to which the money is to be transferred.
23. We provide the benefit according to the drug coverage and co-payment level up to 30 days after receipt of the application. Information about the payment is provided:
  - 1) by e-mail;
  - 2) by SMS or
  - 3) in writing to the address provided in the application.
24. The primary insured, co-insured or relative insured who make a claim for payment of a benefit are informed of:
  - 1) the refusal to pay the benefit or
  - 2) the payment of a benefit in an amount different from that claimed, indicating at the same time the basis for the decision and the rules for lodging an appeal.
25. In the event of a refusal or payment in an amount different from that requested, we inform the primary insured, the co-insured, the relative insured:
  - 1) on what basis we made our decision and
  - 2) how it can be appealed.
26. The primary insured, co-insured or relative insured can file an appeal up to 30 days after receiving our decision.
27. We will process appeals up to 14 days after receipt.

## **COMPLAINT ABOUT A MEDICINE OR A MEDICINE SUBSTITUTE**

### **– who can report it and how**

28. Complaints about a medicine or medicine substitute due to a quality defect or incorrect dispensing are dealt with by the pharmacy where the medicine or medicine substitute was purchased. Complaints are dealt with in accordance with the law.
29. In the event of a complaint about a medicine or a substitute medicine, the user decides whether the pharmacy has:
  - 1) issue a medicine free of the defects that gave rise to the complaint;
  - 2) reimburse the amount actually paid for the medicine or medicine substitute – without the amount of the co-financing (health benefit). In such a situation, we will restore the sum insured on the Medical Drug Card prior to the transaction ending in the reimbursement.

- 30. The basis for the claim is the receipt or invoice (so-called proof of purchase) for the medicine or medicine substitute.
- 31. The primary insured, a co-insured or a relative insured can also report problems with the purchase of a medicine or a substitute medicine in the form of a claim.

#### **FINAL PROVISIONS**

##### **– what other matters are important**

- 32. The general terms and conditions of basic insurance, the general terms and conditions of additional group insurance with Medical Drug Card, the provisions of the Civil Code, the Insurance and Reinsurance Business Act and other provisions of law shall apply to matters not regulated by these Terms and Conditions.