



**GENERAL TERMS  
OF GROUP INSURANCE PZU NA ŻYCIE PLUS**

In the table below, we set out the provisions of the general terms and conditions of PZU Na Życie Plus group insurance, terms and conditions code TWGP55 (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	item 1 items 3–4 items 13–15 items 62–65 items 66–71
2.	Restrictions and exemptions of an insurer's liability granting the right to refuse or reduce the payment of benefits	item 1 items 5–10 items 11–12 item 26 items 28–29 item 37 items 38–39 item 63

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 OF PZU GROUP INSURANCE NA ŻYCIE PLUS

GTC code: TWGP55



The Board of Directors of PZU Życie SA established the general terms and conditions of group insurance PZU Na Życie Plus by Resolution No. UZ/202/2021 of 9 November 2021 (hereinafter referred to as 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 in the GTC actually mean

1. the GTC uses the following terminology:

- 1) **continuity of protection** – no break between the period for which the last premium was paid for the insured in the hitherto group life insurance in PZU Życie and the period for which the first premium for that insured was paid for that agreement, and in the case of change of insurance variant – no break between the period for which the last premium for the insured in the hitherto insurance variant was paid and the period for which the first premium for that insured was paid in the new insurance variant. Lack of interruption means that in the existing group life insurance in PZU Życie or insurance variant, the coverage for the insured ends on the last day of the month and from the first day of the following month, the coverage in this agreement or in the new insurance variant begins;
- 2) **external factor** – any factor which comes from outside the body of the person involved in the accident and which, under the given conditions, is likely to produce harmful effects on that person;
- 3) **declaration** – a paper form or an online form from the myPZU website, in which you declare that you want to:
  - a) join the insurance (declaration of accession) or,
  - b) change the insurance option or change the data previously provided to PZU Życie (declaration of change);
- 4) **medical records** – records that contain a description of a medical condition or of the health services provided, made by healthcare providers, health professionals and other persons involved in the provision of health services;
- 5) **the day you join the insurance** – the day on which our cover begins in respect of you (subject to the grace provisions);
- 6) **individual insurance confirmation** – a document that confirms the terms of your insurance;
- 7) **grace period** – the period during which we are not liable for an insured event;
- 8) **us/PZU Życie SA/policyholder** – Powszechny Zakład Ubezpieczeń na Życie Spółka Akcyjna;
- 9) **personal accident** – an even, which:
  - a) happens quickly and unexpectedly and
  - b) is caused by an external factor, and
  - c) it is the sole and direct cause of the event covered by the insurance, and
  - d) does not depend on the will or state of health of the person who has suffered the accident;
- 10) **insurance protection period** – the period of time during which our liability to you continues (subject to the provisions on grace periods);
- 11) **life partner** – a person who is cohabiting with the insured; and:
  - a) is not a relative of the insured,
  - b) is not married and
  - c) the insured indicated it in his declaration.

A life partner who is named in the declaration of the primary insured or the insured adult child and does not submit his or her own declaration of adherence – is not an insured.

A life partner who is named in the declaration of the primary insured and makes a separate declaration of adherence – is an insured relative.

The designation of a life partner is effective from the first day of the month following the month in which the insured person designated a life partner. The insured can only designate a life partner if he or she is not married himself or herself. The insured may change the life partner named in the declaration once in each policy year.
- 12) **adult child** – child:
  - a) the primary insured,

- b) the spouse or a life partner of the primary insured,  
– who is at least 18 years old;
- 13) **an establishment for the chronically ill** – an entity providing round-the-clock, in-patient long-term care and nursing services: a nursing home, residential care home or 24-hour care facility established under the relevant legislation;
- 14) **signing the declaration** – the application of a handwritten signature to the content of the declaration, or the application of a declaration of intent to the content of the declaration in another form, to which the parties agree, by a person authorised to do so;
- 15) **policy** – a document which confirms the conclusion of the agreement and its terms;
- 16) **performance** – the payment of a cash benefit to the insured or beneficiary or the provision of a service to the insured in the event of an event covered by our protection;
- 17) **policy anniversary** – each anniversary of the date on which the agreement was concluded;
- 18) **policy year** – any period of 12 consecutive months of the agreement beginning on the date of the agreement or on each policy anniversary and ending on the last day of the twelfth month following the date of the agreement or the policy anniversary;
- 19) **Service mojePZU** – an online service available via the moje.pzu website or mobile application, which enables access to insurance information, contact with PZU Życie and use of the services listed in the Terms and Conditions for the provision of electronic services of the mojePZU Website;
- 20) **legal relationship** – employment agreement, agreement of mandate, agreement of work, agency agreement, agreement, appointment, or any other legal relationship between the policyholder and the primary insured that we accept;
- 21) **party to the agreement** – PZU Życie, the policyholder;
- 22) **You/insured** – a natural person who joined the insurance and::
  - a) it has a legal relationship with the policyholder (primary insured),
  - b) is the spouse or life partner or the adult child of the primary insured (relative insured);
- 23) **policyholder** – an entity which entered into an agreement with PZU Życie;
- 24) **basic insurance** – PZU Na Życie Plus group insurance agreement, to which the policyholder has the right to take out additional insurance;
- 25) **supplementary insurance** – an insurance agreement by which the primary insurance may be extended;
- 26) **agreement** – an agreement of group insurance concluded by the contracting parties at the request of the policyholder, consisting of either primary insurance or primary and supplementary insurance;
- 27) **beneficiary** – the natural person or other legal entity designated by the insured person as entitled to receive a benefit in the event of the death of that insured person;
- 28) **beneficiary** – the person who, in certain situations, may claim payment of the cash benefit, i.e. the beneficiary, the heir of the insured, the person mentioned in point 65 of the GTC, the heirs of these persons;
- 29) **insurance option(s)** – the coverage chosen by the policyholder, as confirmed by the policy.

## OBJECT OF INSURANCE

– what do we insure

- 2. We insure your life.

## SCOPE OF INSURANCE AND THE BENEFIT AMOUNT

– which events do we pay for and what amounts

- 3. Coverage includes the death of the insured during the period of cover.
- 4. If the insured dies during the period of cover, we will pay a benefit equal to a percentage of the sum insured current at the date of death, which is specified in the policy and in the individual confirmation of insurance

## GRACE PERIOD

– i.e. for what period after your enrolment in the insurance we have no or limited liability

- 5. In the cases described in points 6–9 of the GTC, a grace period applies during the first 6 months counted from the date you join the insurance. However, we are liable if the death occurred as a result of an accident during the grace period.
- 6. If you are the primary insured, a grace period applies to you if the date you join the supplementary insurance is more than 4 months after the date:
  - 1) the conclusion of the agreement – provided that you had a legal relationship with the policyholder on the date of conclusion of the contract;
  - 2) the creation of the legal relationship with the policyholder – as far as it commenced after the date of conclusion of the contract.
- 7. If you are the spouse of the primary insured (insured relative), the grace period applies to you when the date you join the supplementary insurance is more than 4 months after the date:
  - 1) the conclusion of the agreement – as far as the primary insured had a legal relationship with the policyholder on the date of conclusion of the agreement;

- 2) the commencement of the legal relationship of the primary insured with the policyholder – as far as it commenced after the day of executing the agreement;
- 3) marrying the primary insured after concluding the supplementary insurance.
8. If you are the life partner of the primary insured (insured relative), the grace period applies to you if the date you join the supplementary insurance exceeds 4 months after the date:
  - 1) the conclusion of the agreement – as far as the primary insured had a legal relationship with the policyholder on the date of conclusion of the agreement;
  - 2) the commencement of the legal relationship of the primary insured with the policyholder – as far as it commenced after the day of executing the agreement;
9. If you are the adult child of the primary insured (insured relative), the grace period applies to you when the date you join the supplementary insurance is more than 4 months after the date:
  - 1) the conclusion of the agreement – as far as the primary insured had a legal relationship with the policyholder on the date of conclusion of the agreement;
  - 2) the commencement of the legal relationship of the primary insured with the policyholder – as far as it commenced after the day of executing the agreement;
  - 3) your reaching the age of 18, if this took place after the conclusion of the contract.
10. In the case of a change of insurance option with the same policyholder, with continuity of coverage, the grace period applies to the amount of the difference between the current and previous benefit amount and to the difference in coverage. The grace period is specified in the basic insurance (section 5 of the GTC) and the additional insurances. The grace period does not apply if the incident was caused by an accident.

## **EXCLUSIONS OF PROTECTION**

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

11. We use the following terms for the purpose of defining exclusions to our protection:
  - 1) acts of terror – are individual or group acts against the population or property in order to achieve economic, political or social effects by creating chaos, intimidating the population, disorganising public life, the functioning of public transport, service or production facilities;
  - 2) war operations – actions of armed forces aimed at breaking down enemy forces on land, in the air or at sea;
  - 3) mass social unrest – these are speeches by a social group against the structures that exercise power under the law, caused by dissatisfaction with the political, economic or social situation; mass social unrest is usually accompanied by acts of physical violence.
12. We are not liable for the death of the insured if it occurs:
  - 1) during war operations;
  - 2) as a result of an active participation in acts of terror or mass social unrest;
  - 3) as a result of the commission or attempted commission by the insured of an act which fulfils the requirements of an intentional crime;
  - 4) as a result of the insured's suicide – committed within 2 years of the start of the cover period;
  - 5) as a result of a traffic accident – if the Insured drove the vehicle while intoxicated within the meaning of the provisions on upbringing in sobriety and counteracting alcoholism or after using: drugs, narcotics, psychotropic substances or substitute substances within the meaning of the provisions on counteracting drug addiction – provided that any of these circumstances had an impact on the traffic accident.

## **SUM INSURED**

– what is it, and where is it indicated

13. The sum insured is the amount which we use as the basis for determining the benefit due.
14. The amount of the sum insured can be included in the policy and in the individual confirmation of insurance.
15. 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 it depends on, when to pay it and the consequences of not paying it

16. Amount of the premium per the insured:
  - 1) we specify in the agreement application and confirm in the policy;
  - 2) takes into account the grace periods that apply in supplementary insurance;
  - 3) it is fixed, but may be changed by mutual agreement;
  - 4) it depends on:
    - a) the sum insured,
    - b) insurance coverage,
    - c) benefit amount
    - d) the number, age structure and gender of those who take out insurance, as well as the type of work they do.

17. The Policyholder pays for the premiums for all the insured at a monthly basis. The deadline for payment of the premium is specified in the contract application and the policy.
18. We consider the contribution to have been paid when it is received in the bank account we have indicated.
19. If you are in arrears with your contribution, we will allocate any payment to cover these arrears in the first instance.
20. If the premium is not paid on time:
  - 1) we will call on the policyholder to pay it within 7 days of receiving the call. The notice will inform the policyholder of the effect of failure to pay the premium on time, i.e. the suspension of cover in respect of all policyholders and the maximum period of suspension. We can suspend protection for a maximum period of two months calculated:
    - a) from the first day of the month following the month in which the agreement was concluded, in the event of overdue payment of the first contribution, or
    - b) from the first day of the month following the month for which no further contribution has been received – if no further contribution has been paid;
  - 2) after the expiry of the deadline for payment of the premium indicated in the summons referred to in subsection 1 to no avail, we will again summon the policyholder to pay the premium within 7 days of the receipt of our summons by the policyholder. In the summons, we will inform the policyholder of the effect of non-payment of the premium by the due date, i.e. the agreement will be deemed terminated by the policyholder with effect from the date of expiry of the second month of non-payment of the outstanding premium, but no later than the end of the agreement period.  
The effect of the agreement being deemed to have been terminated by the policyholder will not take place if the policyholder has paid the entire outstanding premium before its due date.

## **CONCLUSION OF THE AGREEMENT**

### **– what is required for that purpose**

21. The policyholder will receive the GTC and the necessary forms from us before entering into a agreement with us.
22. To conclude a agreement with us, the policyholder submits:
  - 1) application to conclude a agreement;
  - 2) accession declarations signed by those who wish to take out insurance;
  - 3) a list of persons who have signed a declaration of accession;
  - 4) other documents, as far as they are necessary for the conclusion of the agreement under the law.
23. We have the right to refuse to conclude a agreement.
24. We confirm the conclusion of the contract with a policy.
25. The Policyholder is allowed to enter into an agreement with us including several variants of insurance. The agreement defines who can join the particular variants of the insurance.

## **JOINING THE INSURANCE**

### **– who we insure and how do we insure**

26. You can join the insurance according to the insurance options in force in the contract if, on the date you sign the declaration of joining:
  - 1) you have a legal relationship with the policyholder and you are over 16 and under 69 years of age, or
  - 2) you are the spouse of the primary insured and you are over 16 years of age and under 69 years of age, or you are the life partner of the primary insured and you are over 18 years of age and under 69 years of age, or
  - 3) you are the adult child of the primary insured and are under 69 years of age and
  - 4) you declare that you are not on sick leave, in hospital, in a hospice, in an institution for the chronically ill, on rehabilitation benefits and that you are not a person declared unfit for work or unfit for uniformed service on the basis of a decision of a competent authority according to social insurance or social security regulations – subject to items 27–31 of the GTC.
27. You can join the insurance if, on the date on which you sign the declaration of accession, you are a person deemed unfit to perform work in accordance with your qualifications or unfit for uniformed service on the basis of a certificate from a competent authority and:
  - 1) you have a legal relationship with the policyholder and are admitted to work by an occupational physician, or
  - 2) you are a natural person who carries out a business activity.
28. As a close insured who immediately prior to joining the insurance:
  - 1) has not been covered by another of our group life insurance policies, or
  - 2) has been covered by our other group life insurance policies for less than 12 months without any continuity of cover, or;
  - 3) has been covered by out group life insurance for at least 12 months, however without maintaining the continuity of the insurance coverage,

You can join the insurance, if on the day of signing the declaration of membership; you file in the additionally required declaration of your health status.
29. Before joining the insurance you submit to the policyholder a signed declaration of membership. If the contract includes several insurance variants, you can only join one insurance variant.
30. If you do not meet the conditions for taking out insurance as indicated in the GTC – you will not be covered.
31. Regardless of meeting the conditions for taking out insurance as set out in the GTC – we may refuse to cover you. We communicate the refusal to the policyholder.
32. If we receive an amount towards the premium for a person who has not fulfilled the conditions for taking out insurance as set out in the GTC or for a person who is refused coverage, we are obliged to return it to the policyholder.

33. You are obliged to make known to us all circumstances known to you which we ask about in the declaration of accession or in any other letter before you join the insurance.
34. We shall not be liable for the consequences of circumstances which, in violation of clause 33 of the GTC, you have not made known to us. If you have not deliberately made known to us all the circumstances known to you which we have asked about in your declaration of enrolment or other letter, prior to your enrolment, then in case of doubt, the event covered and its consequences shall be assumed to be the result of these circumstances. If 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.
35. If the agreement covers several insurance variants, you may give us a declaration of intent to change the insurance variant at any time during the term of the agreement (with the proviso that coverage under the new insurance variant will commence with respect to the You from the first day of the month following the month in which we received your declaration concerning the change of insurance option), unless otherwise stated in the general terms and conditions of supplementary insurance.
36. PZU Życie, in order to enable the Insured to perform the activities related to the insurance agreement remotely, provides the myPZU Service. Upon joining the (agreement of) group insurance, the insured will receive a one-time password and login to myPZU. Using myPZU is possible after logging in and accepting the Regulations of myPZU by the insured person. The one-time password expires 3 days after receipt. Once the one-time password has expired, setting up an account on the myPZU is possible under the conditions described at <https://moje.pzu.pl>. The use of myPZU is voluntary and free of charge.

## THE BEGINNING OF OUR PROTECTION

### – i.e. when our insurance protection starts

37. Subject to points 5 to 10 of the GTC and provided that you meet the conditions for taking out insurance as set out in the GTC, our cover in respect of you shall commence on the first day of the month following the month in which:
  - 1) we have received your signed declaration of adherence in which you agree to be covered in accordance with the terms of the agreement, including the sum insured;
  - 2) we received from the policyholder a list of insured who signed the declarations of membership and you are included in the list,however, no earlier than the date on which we conclude the contract with the policyholder. The date of commencement of cover is indicated on the individual confirmation of insurance.

## THE CESSATION OF OUR PROTECTION

### – when the supplementary insurance ends

38. If you are the primary insured, our insurance protection against you ceases:
  - 1) from the date on which we receive the policyholder's declaration that he or she is withdrawing from the agreement;
  - 2) upon your death;
  - 3) at the end of the month in which the legal relationship you had with the policyholder ceased (e.g. your employment contract ended); if we receive a premium for a subsequent month, our cover ends at the end of that subsequent month;
  - 4) upon the end of the month preceding the policy anniversary in the calendar year in which you turn 70;
  - 5) on the last day of the month in which you resign from our insurance protection;
  - 6) by the end of the month of applicability of the agreement on the current rules, if the insured did not consent to amend the agreement, in the case specified in item 41 of the GTC;
  - 7) the expiry of the term of the supplementary insurance agreement in the event of non-renewal;
  - 8) on the date on which the period of notice specified in clause 55 of the GTC expires;
  - 9) at the end of the first month for which all premiums have not been received – if the policyholder fails to remit the outstanding premium on time in the situation referred to in item 57 in conjunction with item 20(2) of the GTC;
  - 10) in the existing insurance option – upon the beginning of your coverage in another insurance variant.
39. If you are the close insured, our insurance protection against you ceases:
  - 1) on the date of termination of our cover in respect of the primary policyholder of whom you are the spouse or life partner or the adult child;
  - 2) from the date on which we receive the policyholder's declaration that he or she is withdrawing from the agreement;
  - 3) upon your death;
  - 4) on the date of death of the primary insured, of whom you are the spouse or life partner or an adult child,
  - 5) at the end of the month in which the legal relationship between the primary insured and the policyholder ceased; if we receive a premium for a subsequent month, our coverage ends at the end of that subsequent month;
  - 6) upon the end of the month preceding the policy anniversary in the calendar year in which you turn 70;
  - 7) on the last day of the month in which you resign from our insurance protection;
  - 8) by the end of the month of applicability of the agreement on the current rules, if the insured did not consent to amend the agreement, in the case specified in item 41 of the GTC;
  - 9) the expiry of the term of the supplementary insurance agreement in the event of non-renewal;
  - 10) on the date on which the period of notice specified in clause 55 of the GTC expires;
  - 11) at the end of the first month for which all premiums have not been received – if the policyholder fails to remit the outstanding premium on time in the situation referred to in item 57 in conjunction with item 20(2) of the GTC;
  - 12) in the existing insurance option – upon the beginning of your coverage in another insurance variant.
  - 13) on the last day of the month in which we received notification of the dissolution of the marriage to the primary insured,

- 14) on the last day of the month in which the primary insured named a new life partner or resigned from naming you as a life partner.

## **AMENDMENTS TO THE AGREEMENT**

### **– how they can be introduced**

40. All amendments to the Agreement shall be made in writing under pain of nullity.  
41. Your consent is needed to change the agreement to your or the holder's disadvantage. A statement including your consent shall be submitted to the policyholder.

## **SUSPENSION OF THE AGREEMENT AT THE POLICYHOLDER'S REQUEST**

### **– when it occurs and what it means**

42. At the request of the policyholder, we may suspend the agreement for a specific period during which we are not liable. The agreement suspension period always covers full calendar months.  
43. Suspension of the agreement is possible if, at the date of application, the policyholder has paid all premiums due under the agreement.  
44. The policyholder shall be released from the obligation to pay agreement premiums for the period of suspension of the agreement. When the suspension of the agreement ends, the policyholder shall pay the premiums as they fall due.  
45. The policyholder must inform the insured persons of the intention to suspend the agreement and obtain their consent to the suspension of the agreement.  
46. We are not liable for incidents covered by the agreement which occur during the period of suspension of the agreement.  
47. During the period of suspension of the agreement, the grace periods applicable to policyholders under the agreement shall not be suspended.  
48. The agreement shall be resumed on the first calendar day following the end of the agreement suspension period, without the application of additional (new) grace periods, subject to the need for the insured to serve grace periods that did not end during the agreement suspension.

## **DURATION OF THE AGREEMENT**

### **– which period we take out the supplementary insurance for**

49. The policyholder enters into a fixed-term agreement with us. We confirm the duration of the additional insurance in the policy.

## **RENEWAL OF THE AGREEMENT**

### **– what are the rules for extending the duration of the agreement**

50. Unless otherwise agreed by either party to the contract, the contract will renew for the next policy year automatically – under the same terms and conditions. In this case, as an insured, you do not have to re-submit the declaration of membership.  
51. Either party may opt out of the renewal of a given agreement, of which it should notify the other party in writing. This must be done at least 30 days before the end of the contract.

## **WITHDRAWAL FROM THE AGREEMENT**

### **– i.e. under which conditions a policyholder may withdraw from the agreement**

52. The policyholder may withdraw from the agreement when they state this to us in writing:  
1) within 7 days after the conclusion of the agreement – if the policyholder is a business owner.  
2) within 30 days after the conclusion of the agreement – if the policyholder is not a business owner. In the event that the Policyholder, at the latest at the time of conclusion of the agreement, did not inform the Policyholder who is a consumer of his or her right to withdraw from the insurance agreement, the 30-day period starts from the day on which the Policyholder who is a consumer became aware of that right.  
53. Withdrawal from the agreement does not relieve the policyholder from the obligation to pay the premium for the period during which the insurer has provided cover.  
54. If the policyholder cancels the agreement after the premium has been paid, we will refund the premium reduced by the amount of the premium for the insurance protection period provided.

## **TERMINATION OF THE AGREEMENT**

### **– i.e. the manner in which the policyholder can cancel the supplementary insurance**

55. The Policyholder may terminate the agreement at any time without giving any reason, subject to three months' notice. The notice of termination should be given in writing.

56. In the case referred to in item 55, the agreement shall terminate at the end of the calendar month in which the three-month notice period expires.



#### EXAMPLE

If notice of termination is received on 25 August, the agreement terminates on 30 November. During the notice period, the policyholder is obliged to pay the premium.

57. The agreement shall be deemed to have been terminated by the policyholder in the case described in point 20(2) of the GTC.

### YOUR RIGHTS AND OBLIGATIONS

– what the insured should remember about

58. You can cancel your insurance at any time if you submit your cancellation in writing to the policyholder.  
59. You have a duty to notify the policyholder or us of changes to your and your beneficiaries' personal and contact details that you provided in the declaration.

### OBLIGATIONS OF THE POLICYHOLDER

– i.e. what obligations shall the policyholder assume

60. The policyholder must:
- 1) serve the terms of the agreement, including the GTC, on persons taking out insurance. The Policyholder may deliver the terms and conditions of the agreement, including the GTC, in writing or on another durable medium if the person taking out insurance agrees to this. He or she should do this before the persons sign the declarations of accession;
  - 2) provide us with signed declarations of adherence on time;
  - 3) inform us immediately of any change in personal and contact details: of the policyholder, as well as of the insured, of the beneficiaries – if the insured has not previously notified us of these changes;
  - 4) inform us without delay of the occurrence in respect of the insured person of a premise which causes the termination of cover in accordance with the GTC;
  - 5) pay us the premiums for the insurance protection period provided by the date specified in the agreement application and confirmed in the policy;
  - 6) provide us with a statement of premiums by the end of the month to which the statement relates and a list of insured persons by the deadline indicated in clause 37 of the GTC;
  - 7) communicate to insured persons any change in the terms of the agreement or in the law applicable to the agreement about the impact of these changes on the value of the benefit. It shall provide this information in the form prescribed by the "Insurance and Reinsurance Business Act." The policyholder must provide the insured with this information before agreeing to such changes;
  - 8) provide us with a list of persons who have agreed to a change of agreement with respect to him in the situation referred to in clause 41 of the GTC and, at our request, provide us with the declarations referred to in clause 41 sentence 2 of the GTCs;
  - 9) at our request, provide the insured with other documents or information that are necessary for the proper execution of the agreement, including information on the refusal of coverage, the suspension of coverage, in the situation referred to in point 20 of the GTC, and information on the suspension of the agreement;
  - 10) appoint a person to be responsible for his performance of the agreement and inform the insured and us that he has appointed such a person.

### OUR RESPONSIBILITIES

– i.e., responsibilities assumed by PZU Życie

61. We must:
- 1) meet our contractual obligations in a timely manner;
  - 2) communicate to the policy holder any change in the conditions of the agreement or in the law applicable to the agreement about the impact of these changes on the value of the benefit. We provide this information in the form prescribed by the "Insurance and Reinsurance Business Act." Before we and the policyholder agree to make such changes, the policyholder must provide the policyholders with this information;
  - 3) provide you, at your request, with the information referred to in point 61(2) of the GTC;
  - 4) inform you or the policyholder that events covered by our cover have occurred if we have been notified of the event by another person; this information will be provided within 7 days of receipt of the notification;
  - 5) inform the claimant, if necessary, of the documents we require in order to establish a right to benefits. We may do this in writing or by any other means to which the person has consented;
  - 6) inform in writing the person who is claiming the benefit and you, if you are not that person, of this:
    - a) why we are unable to deliver this service in whole or in part within the stipulated timeframe. We will then only realise that part of the benefit which is undisputed,

- b) if the health service is not due in total or in part. We then indicate the reasons and legal basis that justify our decision and inform you that you can pursue your claim in court;
- 7) provide information and documents which have influenced our decision on the determination of the right to a benefit or the amount thereof:
  - a) To you or
  - b) the policyholder, or
  - c) the entitled, or
  - d) another person who requests the provision of the benefit.
 We provide information and documents to these persons in electronic form upon request;
- 8) provide – on your request – information on your rights and obligations under the agreement;
- 9) make them available at the request of the policyholder or yourself:
  - a) information about the declarations made by the policyholder when he concluded the agreement,
  - b) information about the statements you made when you joined the insurance,
  - c) copies of the documents that were produced at the time.

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

– the person to whom the payment is due

- 62. Benefit payments are available to the beneficiaries. You are free to nominate, change or cancel them.
- 63. A benefit is not going to be paid to a person who intentionally contributed to your death.
- 64. If you name several beneficiaries and some of them die before you or lose their right to a benefit payment, then we will distribute the benefit due to them proportionally to the remaining beneficiaries.
- 65. If you do not name a beneficiary or if all beneficiaries die before you or lose their right to payment, your family members are entitled to the benefit, in order of priority:
  - 1) spouse – in full;
  - 2) children – in equal shares;
  - 3) parents – in equal shares;
  - 4) your other heirs – in equal shares.

## **PROVISION OF THE HEALTH BENEFIT**

– when we pay the benefit

- 66. After your death, the person claiming the benefit must provide us with:
  - 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 if it was caused by an accident or occurred within the two years of our protection.
- 67. 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.
- 68. If the documents we have requested are in a language other than Polish, the person making the request must provide us with a translation into Polish. This translation must be carried out by a sworn translator.
- 69. We decide on the payment of the benefit based on the documentation stated above.
- 70. We will pay the benefit in a single payment, no later than 30 days from the date of receipt of notice of the insured event.
- 71. If it proves impossible to clarify the circumstances necessary to establish our liability or the amount of the benefit within the aforementioned period, the benefit shall be provided by us within 14 days from the day on which it became possible to clarify those circumstances with due diligence. However, we will pay the undisputed portion of the benefit within the time limit set out in clause 70 of the GTC.

## **COMPLAINTS, OBJECTIONS AND GRIEVANCES**

– who, where and how to submit them

- 72. A claim, complaint or grievance shall be submitted to any of our units where we serve our customers.
- 73. A complaint, grievance or complaint can be submitted:
  - 1) in writing – in person or by mail, within the meaning of the Postal Law Act, for example by writing to the following address: PZU Życie SA 18A Postępu St., 02-676 Warsaw (address for correspondence only);
  - 2) in writing – sent to the address for electronic delivery of PZU Życie SA, within the meaning of the Electronic Delivery Act, from the date of entering that address into the database of electronic addresses;
  - 3) verbally – by phone, for instance by calling the telephone helpline on 801 102 102, or in person, confirmed by means of a protocol during a visit to our unit;
  - 4) electronically – by sending an e-mail to reklamacje@pzu.pl or by filling in the form at www.pzu.pl.
- 74. We respond to complaints, grievances and complaints as soon as possible, however no later than 30 days after the day on which we receive them. If we are unable to respond in particularly complex cases within 30 days, we will inform you:
  - 1) why the response is delayed;

- 2) what circumstances we still need to establish in order to process the case;
- 3) what is the new time limit for our response – it may not exceed 60 days from the date on which we received the complaint, claim or grievance.
- 75. We respond to complaints, claims and grievances to the person who made them:
  - 1) in cases where the customer is a natural person – in writing, except that the response may be delivered by e-mail only at the customer's request;
  - 2) where the customer is an entity other than those referred to in item 1 – in writing or using another durable medium.
- 76. If, after the complaint has been investigated:
  - 1) we have not honoured the claims made or
  - 2) we have accepted the claim, but within the time limit specified in the reply to that claim we have not carried out the acts we obliged to take
    - the individual who has made a complaint has the right to write to the Financial Ombudsman to request this.
- 77. We deal with complaints, grievances and complaints in our units, which have jurisdiction over the subject matter.
- 78. Additional information on complaints are provided in the Act on Complaints Handling by Financial Market Entities and Financial Ombudsman and in the Act on Insurance Distribution.
- 79. PZU provides for the possibility of resolving conflicts out of court.
- 80. The entity authorized within the meaning of the Act on out-of-court handling of consumer disputes, competent for PZU SA to handle disputes out of court is the Financial Ombudsman. The website address: rf.gov.pl.
- 81. In the event that the insured or the policyholder, beneficiary and the rights holder are consumers, they can turn to the Municipal and District Consumer Ombudsmen for assistance.
- 82. PZU communicates with its consumers in Polish.
- 83. PZU is supervised by the Financial Supervision Authority.

## **FINAL PROVISIONS**

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

- 84. The taxation rules for amounts received under an insurance agreement are governed by the "Personal Income Tax Act" and the "Corporate Income Tax Act."
- 85. If we legally have to deduct any amounts from the benefit payment, especially income tax, the benefit payment will be reduced by these amounts.
- 86. The relationships under this agreement are governed by Polish law.
- 87. The law applicable to this agreement is Polish law.  
In matters not regulated by this agreement, the following shall apply: the provisions of the Civil Code, the "Insurance and Reinsurance Business Act" and other legal provisions.
- 88. We will give all our notifications, requests and declarations that relate to the agreement in writing or in any other form that we have agreed with the policyholder. They have legal effect from the day we serve them.
- 89. All notifications, requests and declarations that relate to the agreement – except complaints, claims and grievances – must be made in writing or in another form that the policyholder has agreed with us. They have legal effect from the date on which they are served on us.
- 90. The Insured, the Policyholder and PZU Życie are obliged to inform each other of any change of address.
- 91. A suit in respect of matters arising from this agreement may be brought in accordance with the rules of general jurisdiction in accordance with the Code of Civil Procedure or:
  - 1) to the court having jurisdiction over the registered office of the policyholder or the place of residence of the insured person, or
  - 2) to the court having jurisdiction over the place of residence of the insured's heir.
- 92. We do not use a technical rate in the agreement.
- 93. We publish solvency and financial condition reports on pzu.pl in the investor relations section.