INSURANCE PRODUCT INFORMATION DOCUMENT AND GENERAL TERMS AND CONDITIONS OF THE P PLUS GROUP INSURANCE

The insurance agreement shall be concluded based on documents in Polish. This language version of the general terms and conditions is to assist our client to make sure that he /she understands the terms of GTM correctly and the insurance offerred meets his needs and demands.

Insurance product information document

P PLUS GROUP INSURANCE

Version of 1 October 2018

This material contains key information. For complete insurance information please refer to other documents, in particular the general terms and conditions of the P Plus Group Insurance, code of terms and conditions: PTGP34 (OWU). Before you decide to enter into a contract, you are advised to read and understand the GTC.

The entry into the contract is voluntary.

This product information document

- is for information purposes;
- is not part of the insurance contract (contract);
- is not an offer within the meaning of Article 66 of the Polish Civil Code;
- should not be used as the sole basis for a decision to enter into a contract.

What is insured?

The subject of insurance is the life of the insured.
It covers the death of the insured in the period when we are liable.

Product description – what are the key features of our insurance?

In the case of death of the insured, we pay out the sum insured applicable on the day of the insured's death to the beneficiary. In the event that the insured designated several beneficiaries, and some of them had died before the insured's death or lost their right to the benefit, the part of benefit due to them will be distributed on a pro rata basis to the remaining beneficiaries.
If the insured did not designate a beneficiary or if all beneficiaries had died before the insured's death or lost their right to the benefit, the benefit is due to the following members of the insured's family in the order of priority:

- spouse in whole,
- children in equal parts,
- parents in equal parts,
- other legal heirs of the insured in equal parts. This is a basic insurance contract. Coverage can be extended to cover additional accident and sickness risks.

Who can enter into an insurance contract? Who do we cover?

The insurance contract is entered into by the policyholder, who pays the insurance premiums.
The insurance can be taken out by an individual who presents the policyholder with a signed enrolment declaration and who, on the date of signing of the enrolment declaration:

- remains in a legal relationship with the policyholder, is a spouse or an adult child of the primary insured,
- is above 16 years of age and under 69 years of age, and for an adult child – is above 18 years of age and under 69 years of age,
- is not on a sick leave, in a hospice, chronic care facility, does not receive any rehabilitation benefits or has not been declared unfit for work or unfit for service based on a decision of a competent authority under social insurance or security legislation.

An insured close relative (spouse or adult child of the primary insured), who immediately before taking out insurance:

- was not covered by any other PZU Życie SA group life insurance,
- was covered by other PZU Życie SA group life insurance for less than 12 months,

shall present a health declaration on the date of signing of the enrolment declaration.
We can consent to the enrolment of a person above 69 years of age.
The insured can only be covered under one P Plus Group Insurance contract.

What is the term of the contract?

The contract is signed between us and the policyholder for a specified period of time as confirmed in the policy.
The contract will be renewed for another 1 year term on the same terms, unless either party decides otherwise.

Where am I covered?

Insurance coverage is provided globally, on a 24/7 basis.

When and how do I pay the premium?

Both the frequency and the date of premium payment are specified in the insurance application and confirmed in the policy. The premium must be paid by the policyholder in full as required.

When does the cover start and end?

Our liability (i.e. insurance coverage) to the insured starts on the first day of the calendar month, provided that all of the conditions set out below have been satisfied:

- we received enrolment declarations signed by the insured persons, along with a list of the insured persons, before the beginning of that calendar month;
- the first premium was paid no later than on the premium payment date in that calendar month.

We are not liable to the insured in the waiting period, i.e. 6 months from the start of cover. The waiting period is applicable if:

- liability to the insured starts later than in the fourth month counting from the day:
  - of entering into the contract, provided that the insured or the primary insured remained in a legal relationship with the policyholder on the date of the contract;
  - of establishing a legal relationship between the insured or the primary insured and the policyholder, provided that the relationship was established after the date of the contract;
  - of conclusion of marriage or reaching the age of 18 after the date of the contract;
- the death was not caused by an accident.

The period of our liability to the insured ends on the date when one of the following circumstances occurs:
- our receipt of a declaration of the policyholder's withdrawal from the contract;
- death of the insured;
- end of a period of one month from the end of the period for which the last premium was paid – if a premium is not paid and liability is not resumed;
- an anniversary of the policy in the calendar year when the insured reaches the age of 70, or the age of 76, if liability covered a person who was older than 69 on the date of the enrolment declaration;
- the expiry of the period for which a premium was paid, if the legal relationship between the primary insured and the policyholder is terminated during that period;
- the expiry of the period for which a premium was paid in the event of discontinuation of insurance by the insured;
- providing cover for the insured under another P Plus Group Insurance contract between a given policyholder and us;
- expiry of the contract if it is not renewed;
- expiry of the termination notice period.

Main exclusions and restrictions on coverage – what is not insured?

We are not liable if:
- the enrolment declaration is signed while on sick leave;
- untrue information is provided in the declaration made before our liability starts;
- any documents necessary to establish the validity of the claim are not provided.

Furthermore, we will not assume any liability if a situation is not covered by the insurance, does not meet the definition provided in the contract or our liability has ended (e.g. as a result of a failure to pay a premium).

How do I cancel the contract?

The policyholder may withdraw from the insurance contract within 30 days and where the policyholder is an enterprise, within 7 days from the contract date. After that time, the policyholder may terminate the contract by written notice. The insurance contract may also be terminated by not renewing it.

Insurance distributor's remuneration

Under the proposed contract, the distributor is remunerated on a commission basis.

Complaints

1. A legal person and a non-corporate body that is looking for insurance cover, i.e. has informed the distributor of its willingness to take such measures as may be necessary for its entry into an insurance contract, or that is a policyholder, has the right to lodge a complaint, as referred to in Article 16 par. 1 of the Insurance Distribution Act.
2. The complaint referred to in par. 1 above may be filed:
   1) in writing – personally or by mail within the meaning of the Postal Law;
   2) electronically – by sending an email to reklamacje@pzu.pl or by filling out the form available at pzu.pl.
3. PZU Życie SA will investigate the complaint referred to in par. 1 and respond to it within 30 days of the receipt date, subject to par. 4.
4. In exceptionally complicated cases where the complaint referred to in par. 1 cannot be investigated and responded to within the time limit specified in par. 3, PZU Życie SA will provide the complainant with information specifying:
   1) an explanation of the reason for the delay;
   2) a description of the circumstances that must be established in order to handle the complaint;
   3) the expected time limit for investigating and responding to the complaint, which may not exceed 60 days of the complaint receipt date.
5. PZU Życie SA will respond to the complaint referred to in par. 1 in paper form or using another durable medium as defined by the Act on Consumers' Rights.
6. PZU Życie SA allows the possibility of alternative dispute resolution.
7. The method, form and procedure for filing complaints under the Act on Complaint Handling by Financial Market Entities and on the Financial Ombudsman, which the policyholder, the insured, the beneficiary and the party eligible under an insurance contract being a natural person may lodge, are set out in the general terms and conditions applicable to the insurance contract.

Information indicating which provisions
of the general terms and conditions of the P Plus Group Insurance,
code of terms and conditions: PTGP34 (OWU), refer to the basic terms and conditions of the insurance contract.
The information forms an integral part of the GTC and is provided under Article 17 sec. 1 of the Act on Insurance and Reinsurance Activity.

No.	Type of information	Provision
1.	Conditions for benefit payment	§ 2 GTC § 4 GTC § 6 GTC § 19 GTC § 28–30 GTC § 32 GTC
2.	Liability limitations and exclusions entitling the insurance company to refuse to pay or to reduce benefits.	§ 2 GTC § 8 GTC § 24–25 GTC § 26–27 GTC § 31 GTC

GENERAL TERMS AND CONDITIONS OF THE P PLUS GROUP INSURANCE

Code of terms and conditions: PTGP34

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance apply to contracts for P Plus Group Insurance, referred to as the basic insurance.

§ 2

1. The terms used in the general terms and conditions have the following meanings:
   1) **acts of terrorism** – individual or collective actions against persons or property intended to instil chaos, intimidate the population, disorganise public life, public transport, service or production facilities, carried out in order to achieve certain economic, political or social effects;
   2) **acts of war** – activities of armed forces aimed at defeating enemy armed forces on earth, air or sea;
   3) **spouse** – a person who is legally married to the insured;
   4) **mass civil unrest** – an organised or unorganised uprising of a social group, usually accompanied by acts of physical violence, triggered by a sense of dissatisfaction with the existing political, economic or social situation, directed against structures of power arising from the applicable law;
   5) **accident** – a sudden event which is beyond the control of the person whose life or health is insured and which is unrelated to their health condition, caused by an external factor which is the exclusive and direct cause of the event covered by PZU Życie SA;
   6) **PZU Życie SA liability period** – duration of liability of PZU Życie SA to the insured marked by cover start and end dates;
   7) **adult child** – a biological or adopted child or a stepchild (if their father or mother died) of the insured, who is above 18 years of age;
   8) **policy** – a document confirming the existence of a contract between the policyholder and PZU Życie SA as well as the terms of that contract;
   9) **PZU Życie SA** – Powszechny Zakład Ubezpieczeń na Życie Spółka Akcyjna;
   10) **anniversary of the policy** – each successive anniversary of the contract date as confirmed by the policy;
   11) **legal relationship** – employment relationship, membership relationship, or other relationship approved by PZU Życie SA;
   12) **policyholder** – a person who has entered into a contract with PZU Życie SA;
   13) **insured** – a natural person who has taken out insurance and:
      a) remains in a legal relationship with the policyholder (hereinafter: the **primary insured**),
      b) is a spouse or adult child of the primary insured (hereinafter: the **insured close relative**);
   14) **contract –** the insurance contract concluded at the request of the policyholder on the basis of the general terms and conditions of insurance and confirmed by a policy;
   15) **beneficiary** – a person indicated by the insured as the person eligible to receive a benefit upon the death of the insured.
2. As far as the rules of determination of contractual benefits are concerned, the technical rate is not applicable.
3. Information indicating which provisions refer to the basic terms and conditions of the contract forms an integral part of these general terms and conditions of insurance.

SUBJECT AND SCOPE OF INSURANCE COVER

§ 3

The subject of insurance is the life of the insured.

§ 4

The insurance covers the death of the insured in the period of liability of PZU Życie SA.

§ 5

1. At the request of the policyholder and with the consent of PZU Życie SA, more than one P Plus Group Insurance contract can be concluded, subject to par. 2.
2. The insured can only be covered under one P Plus Group Insurance contract.

CONTRACTUAL BENEFITS

§ 6

PZU Życie SA shall pay out a benefit upon the death of the insured in the amount stated in the insurance application and confirmed in the policy as a percentage of the sum insured as at the date of death.

SIGNING THE CONTRACT AND TAKING OUT INSURANCE

§ 7

1. The person wishing to enter into a contract shall submit to PZU Życie SA an insurance application and enrolment declarations signed by the persons intending to take out insurance, along with a list of such persons.
2. Before entering into the contract, PZU Życie SA shall provide the person referred to in paragraph 1 with the general terms and conditions of insurance and appropriate forms.
3. PZU Życie SA has the right to refuse to enter into the contract.
4. PZU Życie SA shall confirm the existence of the contract by means of a policy.

§ 8

1. The insurance can be taken out by an individual who presents the policyholder with a signed enrolment declaration and who, on the date of signing of the enrolment declaration:
   1) meets the definition of the insured;

2) is above 16 years of age and under 69 years of age; and in the case of an adult child is above 18 years of age and under 69 years of age;
3) is not on a sick leave, in a hospital, hospice, chronic care facility, does not receive any rehabilitation benefits or has not been declared unfit for work or unfit for service based on a decision of a competent authority under social insurance or security legislation;

subject to par. 2.

2. An insured close relative who immediately before taking out insurance:
   1) was not covered by any other PZU Życie SA group life insurance;
   2) was covered by other PZU Życie SA group life insurance for less than 12 months,

   shall present a health declaration on the date of signing of the enrolment declaration. PZU Życie SA has the right to waive the requirement to submit the health declaration.
3. PZU Życie SA can consent to the enrolment of a person above 69 years of age.
4. PZU Życie SA has the right to refuse insurance cover. PZU Życie SA shall inform the insured of its refusal of insurance cover through the policyholder in writing.
5. In the event of a determination that PZU Życie SA has received a premium for a person who could not take out insurance due to the fact that he or she did not meet the conditions set forth in par. 1 point 1 or point 2, the premium shall be repaid to the policyholder as an undue payment.
6. If it is revealed that before being covered by PZU Życie SA, a person taking out insurance provided false information in the declaration referred to in par. 1 point 3 or par. 2, PZU Życie SA may refuse to pay a benefit with respect to that insured within the first three years from the start of cover. If the false information was provided as a result of a willful misconduct on the part of the insured, in the case of doubt it shall be assumed that the event covered by the contract and its consequences result from such untrue circumstances.

§ 9

The insured has the right to discontinue the insurance at any point in time, without stating the reason, by submitting a written cancellation notice to the policyholder, which results in the termination of cover as defined in § 25 par. 1 point 6.

TERM OF THE CONTRACT

§ 10

1. The contract is signed between PZU Życie SA and the policyholder for a specified period of time as confirmed in the policy.
2. The contract shall be renewed for another 1 year term on the same terms, unless either party decides otherwise, however the notice of intention not to renew the contract for another term should be submitted to the other party in writing 30 days before the end of the term of the contract.

WITHDRAWAL FROM THE CONTRACT

§ 11

The policyholder has the right to withdraw from the contract within 30 days of its conclusion, and if the policyholder is an enterprise – within 7 days from the contract date, by submitting a written notice of withdrawal from the contract to PZU Życie SA. If the policyholder withdraws from the contract after the payment of a premium, PZU Życie SA shall refund the premium less the part corresponding to the period of liability of PZU Życie SA.

TERMINATION OF THE CONTRACT

§ 12

The contract may be terminated by the policyholder at any point in time, without stating the reason, in writing, subject to a three-month notice period. The notice period shall start on the first day of the month immediately following the month in which PZU Życie SA received the termination notice.

§ 13

The contract is understood to have been terminated by the policyholder in the case of a arrears in payment of premiums for all insured persons – the contract shall be terminated at the end of the third month in arrears but no later than at the end of the term of the contract, subject to § 23.

§ 14

The obligation to pay premiums continues throughout the period of liability of PZU Życie SA.

RIGHTS AND OBLIGATIONS OF THE PARTIES

§ 15

1. The policyholder has the right to assign, either in whole or in part, its rights and obligations under the contract to another entity. In the event of an assignment of its rights and obligations to another entity, such entity becomes the policyholder upon the assignment. The rights and obligations assignment agreement should be approved in writing by PZU Życie SA, otherwise it shall be null and void.
2. The policyholder shall:
   1) deliver the terms and conditions of insurance to persons intending to take out insurance before collecting enrolment declarations from them;
   2) transmit to PZU Życie SA the enrolment declarations signed by the insured;
   3) provide the insured persons, in a form specified in the Act on Insurance and Reinsurance Activity, with information on any amendments to the terms of the contract or change of the governing law of the contract, before the policyholder consents to any such changes, describing the impact of the changes on the amount of contractual benefits;
   4) notify PZU Życie SA of any changes of the personal data and contact data of its own as well as of the insured persons and beneficiaries, unless the changes of insured persons' or beneficiaries' details have been notified to PZU Życie SA by the insured;
   5) make timely payments of premiums to PZU Życie SA;
   6) submit to PZU Życie SA, in parallel with the payment of contributions, a statement of premiums together with respective lists of insured persons;
   7) supply other documents as necessary for the proper performance of the contract – at the request of PZU Życie SA;
   8) designate a person responsible for the performance of the contract by the policyholder and inform the insured persons and PZU Życie SA of that designation and any change of the designated person.

§ 16

1. The insured has the right to demand that PZU Życie SA meet its obligations arising from § 17 par. 2

and from the applicable laws and regulations, in particular the Polish Civil Code and the Act on Insurance and Reinsurance Activity, in a due and timely manner.

2. The insured shall notify the policyholder or PZU Życie SA of any change of the personal and contact data of the insured and the insured's beneficiaries.

§ 17

1. PZU Życie SA has the right to control the performance by the policyholder of its obligations under the contract and to give guidance in this respect.
2. PZU Życie SA shall:
   1) duly and timely meet its obligations under the contract;
   2) provide the policyholder, in a form specified in the Act on Insurance and Reinsurance Activity, with information on any amendments to the terms of the contract or change of the governing law of the contract, before the parties consent to any such changes, describing the impact of the changes on the amount of contractual benefits;
   3) provide the information referred to in point 2 at the request of the insured;
   4) inform the policyholder or the insured of the occurrence of events covered by PZU Życie SA if a claim has been made to PZU Życie SA, and the policyholder or the insured are not the claimant;
   5) notify the claimant, either in writing or otherwise as agreed upon by the claimant, what documents are required to establish the liability, if necessary for further proceedings;
   6) inform the claimant and the insured in writing (if the insured is not the claimant) why their claim cannot be satisfied in whole or in part within the prescribed time limit, and pay the undisputed portion of the benefit;
   7) inform the claimant and the insured in writing (if the insured is not the claimant) that they are not entitled to a benefit, either in whole or in part, specifying the circumstances and the legal basis justifying the refusal to pay the benefit in whole or in part, explaining that the claim can be pursued in court;
   8) provide the policyholder, insured, claimant, person entitled to claim a benefit and heir of the insured who made the claim with the information and documents which had an impact on the determination of liability of PZU Życie SA or on the amount of the benefit; upon request from the above persons, the information and documents may also be provided in electronic form;
   9) at the request of the insured, provide information on the provisions of the contract and the general terms and conditions of insurance in so far as they relate to the insured's rights and obligations;
   10) at the request of the policyholder or insured, provide information on declarations submitted by them at the stage of entering into the contract or taking out of insurance, or copies of the documents drawn up at that stage.

AMENDMENTS

§ 18

All and any amendments to the contract shall be made by negotiation, by way of offer and acceptance or otherwise as provided for by generally applicable laws and regulations, and they shall be confirmed in writing. If such amendment would be to the detriment of the insured or an individual entitled to receive the sum insured in the case of death of the insured, the insured's consent is required.

SUM INSURED

§ 19

1. The sum insured is the amount forming the basis for the calculation of the amount of benefits.
2. The sum insured is specified in the insurance application and confirmed in the policy.
3. The sum insured is not subject to any changes throughout the term of the contract.

PREMIUM

§ 20

The amount of the premium shall be determined by PZU Życie SA depending on the sum insured, scope of additional coverage, amount of benefits, frequency of premium payments, as well as the number and the age, gender and job structure of the persons taking out insurance.

§ 21

A premium is considered to be paid upon crediting to the bank account designated by PZU Życie SA.

§ 22

1. The amount of the contractual premium is specified in the insurance application and confirmed in the policy.
2. Both the frequency and the date of premium payment are specified in the insurance application and confirmed in the policy.
3. The premium is not subject to indexation.
4. The premium shall be paid by the policyholder in full as required.

§ 23

1. In the event of arrears in payment of all or part of the premiums, PZU Życie SA shall demand the policyholder to make the outstanding payments, setting an additional time limit for payment in its notice of no less than 15 days starting from the date of receipt of the notice and informing about the potential consequences of a failure to pay the premium, as set forth in § 25 par. 1 point 3 and in § 13.
2. In the event of arrears in payment of premiums, the amounts paid are first applied towards the outstanding payments.

START AND END OF LIABILITY OF PZU ŻYCIE SA

§ 24

1. The liability of PZU Życie SA to the insured persons starts on the first day of the calendar month, provided that all of the conditions set out below have been satisfied:
   1) PZU Życie SA received enrolment declarations signed by the insured persons, along with a list of the insured persons, before the beginning of that calendar month;
   2) the first premium was paid no later than on the premium payment date in that calendar month.

   subject to par. 2.

2. The liability of PZU Życie SA towards an insured starts no earlier than on the date of the contract and no earlier than on the day following the day when the insured declares to the policyholder that he or she is willing to enjoy insurance cover extended to him or her under the terms of the contract, including the amount of the sum insured.

§ 25

1. The liability of PZU Życie SA to the insured ends on the date when one of the following circumstances occurs:
   1) receipt by PZU Życie SA of a declaration of the policyholder's withdrawal from the contract;
   2) death of the insured;
   3) end of a period of one month from the end of the period for which the last premium was paid, subject to par. 2;
   4) an anniversary of the policy in the calendar year when the insured reaches the age of 70, or the age of 76, if liability covered a person who was older than 69 on the date of the enrolment declaration;
   5) the expiry of the period for which a premium was paid, if the legal relationship between the primary insured and the policyholder is terminated during that period, subject to par. 3;
   6) the expiry of the period for which a premium was paid in the event of discontinuation of insurance by the insured;
   7) PZU Życie SA providing cover for the insured under another P Plus Group Insurance contract between a given policyholder and PZU Życie SA;
   8) expiry of the contract if it is not renewed;
   9) expiry of the termination notice period.
2. The liability of PZU Życie SA to the insured shall be renewed maintaining the continuity of cover in the case that arrears in payments of premiums are paid up before the end of the third month in arrears.
3. The liability of PZU Życie SA to the insured shall be extended by one month following the termination of the legal relationship between the primary insured and the policyholder in the case of premiums paid in monthly intervals, provided that the premium due for that month has been paid.

EXCLUSIONS AND LIMITATIONS OF LIABILITY OF PZU ŻYCIE SA

§ 26

PZU Życie SA shall not be liable if:

1) the insured dies as a result of acts of war, active involvement in acts of terror or mass civil unrest;
2) the insured dies as a result of a wrongful act amounting to intentional offence committed or attempted by the insured;
3) the insured commits suicide within 2 years from the start of cover in relation to that insured;
4) the insured dies as a result of a traffic accident caused by the insured when under the influence of alcohol, drugs, narcotic substances, psychoactive substances or their substitutes within the meaning of substance abuse prevention legislation if this had an impact on the occurrence of the event.

§ 27

1. PZU Życie SA is not liable to the insured in the waiting period, i.e. 6 months from the start of liability of PZU Życie SA, subject to par. 6.
2. The waiting period – in relation to a primary insured – shall apply if the liability of PZU Życie SA to the insured starts later than in the fourth month counting from the day:
   1) of entering into the contract, provided that the primary insured remained in a legal relationship with the policyholder on the date of the contract;
   2) of establishing a legal relationship between the primary insured and the policyholder, provided that the relationship was established after the date of the contract.
3. The waiting period – in relation to an insured close relative who is a spouse of the primary insured – shall apply if the liability of PZU Życie SA to the insured starts later than in the fourth month counting from the day:
   1) of entering into the contract, provided that the primary insured remained in a legal relationship with the policyholder on the date of the contract;
   2) of establishing a legal relationship between the primary insured and the policyholder, provided that the relationship was established after the date of the contract;
   3) conclusion of marriage with the primary insured after the date of the contract.
4. The waiting period – in relation to an insured close relative who is an adult child of the primary insured– shall apply if the liability of PZU Życie SA to the insured starts later than in the fourth month counting from the day:
   1) of entering into the contract, provided that the primary insured remained in a legal relationship with the policyholder on the date of the contract;
   2) of establishing a legal relationship between the primary insured and the policyholder, provided that the relationship was established after the date of the contract;
   3) of reaching the age of 18 after the date of the contract.
5. In relation to a person who was covered by P Plus Group Insurance offered by the given insurer, but with a lower sum insured or lower benefit immediately before taking out insurance – in the waiting period, i.e. 6 months from the start of cover, PZU Życie SA is not liable with regard to the difference between the current and previous sum insured, subject to par. 6.
6. The waiting period does not apply if death was caused by an accident.

PERSONS ELIGIBLE FOR BENEFITS

§ 28

The right to a death benefit is vested in a beneficiary, subject to § 30.

§ 29

1. The insured has the right to designate, freely change and revoke beneficiaries.
2. In the event that the insured designated several beneficiaries, and some of them had died before the insured's death or lost their right to the benefit, the part of benefit due to them will be distributed on a pro rata basis to the remaining beneficiaries.

§ 30

If the insured did not designate a beneficiary or if all beneficiaries had died before the insured's death or lost their right to the benefit, the benefit is due to the following members of the insured's family in the order of priority:

1) spouse in whole;
2) children in equal parts;
3) parents in equal parts;
4) other legal heirs of the insured in equal parts.

§ 31

A person who has intentionally contributed to the death of the insured is not entitled to a benefit.

PERFORMANCE OF OBLIGATIONS

§ 32

1. A person demanding that a contractual obligation be met shall submit the following to PZU Życie SA:
   1) a claim;
   2) a copy of the insured's death certificate;
   3) medical death certificate or – if it cannot be obtained – medical records confirming the cause of death if death was caused by accident or occurred in the first two years of the liability of PZU Życie SA to the insured;
   4) other documents as necessary for the establishment of the validity of the claim – at the request of PZU Życie SA.

2. PZU Życie SA shall decide whether the claim is valid on the basis of the documentation referred to in par. 1.

3. If the documents submitted by the applicant are drawn up in a language other than Polish, the claimant shall deliver a translation of the documents to Polish by a sworn translator.

§ 33

1. PZU Życie SA shall perform its obligations within 30 days of the date of receipt of a notification of an event covered by PZU Życie SA.

2. If the clarification of the circumstances necessary for the establishment of the liability of PZU Życie SA to the insured or the amount of benefit is impossible within the time limit set forth above, PZU Życie SA shall perform its obligation within 14 days of the day on which the clarification of these circumstances with due diligence became possible, provided that the undisputed part of the benefit shall be paid within the time limit set forth in par. 1.

§ 34

The benefit shall be paid as a lump sum in its entirety.

§ 35

1. In the event that PZU Życie SA, in connection with the performance of any of its contractual obligations, is obliged to withhold and pay any amounts, in particular withholding taxes for the beneficiaries, the corresponding payouts due from PZU Życie SA under the contract will be reduced by the amounts withheld and paid by PZU Życie SA.

2. The taxation of the obligations of PZU Życie SA is governed by the applicable income tax regulations, in particular the provisions of the Act on Personal Income Tax.

§ 36

If the benefit is not payable, either in whole or in part, PZU Życie SA shall immediately notify the claimant and the insured (if the insured is not the claimant), specifying the circumstances and the legal basis justifying the refusal to pay the benefit in whole or in part, explaining that the claim can be pursued in court.

FINAL PROVISIONS

§ 37

1. Litigation concerning claims under a contract can be initiated on the basis of the provisions on general competency, or before the court with jurisdiction over the place of residence or registered office of the policyholder, the insured, the beneficiary or another person entitled to claim a benefit under the insurance contract, or before the court with jurisdiction over the place of residence of a heir of the insured, the beneficiary or another person entitled to claim a benefit under the insurance contract.

2. The relationships arising from this contract shall be governed by the Polish law.

§ 38

Matters not covered by these general terms and conditions of insurance shall be governed by the provisions of the Polish Civil Code, the Act on Insurance and Reinsurance Activity and other applicable laws and regulations.

§ 39

1. All notifications, requests and declarations made by PZU Życie SA in connection with the contract shall be in writing or in another form as agreed between the policyholder and PZU Życie SA in order to be effective, and they shall take legal effect upon delivery.

2. All notifications, requests and declarations made in connection with the contract to PZU Życie SA shall be in writing or in another form as agreed between the policyholder and PZU Życie SA in order to be effective, and they shall take legal effect upon delivery.

3. PZU Życie SA, the policyholder and the insured shall inform of any changes of address.

§ 40

1. The policyholder, insured, beneficiary and another person entitled to claim a benefit under an insurance contract who are natural persons have the right to lodge a complaint within the meaning of the Act on Handling of Complaints by Financial Market Institutions and on the Financial Ombudsman, i.e. the right to address PZU Życie SA with objections concerning the services provided by PZU Życie SA.

2. A complaint can be filed with any customer-facing PZU Życie SA establishment.

3. The complaint may be submitted in the following forms:
   1) in writing – personally or by mail within the meaning of the Postal Law;
   2) orally – either by phone or personally for the record while the person referred to in par. 1 is visiting the establishment referred to in par. 2.

3) electronically – by sending an email to reklamacje@pzu.pl or filling out a form available at www.pzu.pl.

4. PZU Życie SA shall investigate the complaint and respond to it, without undue delay, however no later than 30 days after the date of receipt, subject to par. 5.

5. In exceptionally complicated cases where the complaint cannot be investigated and responded to within the time limit specified in par. 4, PZU Życie SA shall provide a notice to the person who filed the complaint containing the following:
1) an explanation of the reason for the delay;
2) a description of the circumstances that must be established in order to handle the complaint;
3) the expected time limit for investigating and responding to the complaint, which may not exceed 60 days of the complaint receipt date.

6. PZU Życie SA shall respond to a complaint to the complainant in paper form or using another durable medium as defined by the Act on Payment Services, or by email but only on request of the complainant.

7. The client referred to in par. 1 can file a request to the Financial Ombudsman stating that:
1) their claims were not satisfied in the complaint handling process;
2) measures resulting from a complaint handled in favour of the client were not taken by the deadline stated in the reply to the complaint.

8. An objection or grievance which is not a complaint as referred to in par. 1 shall be drawn up in writing and sent by post, courier service or personally delivered to any establishment of PZU Życie SA in a manner permitting the identification of the complainant and the subject-matter of the objection or grievance.

9. Objections and grievances are handled by the establishments of PZU Życie SA in accordance with their scope of business.

10. PZU Życie SA shall investigate the objection or grievance without delay, however no later than within 30 days of the date of receipt, and shall respond in writing, and where it cannot be investigated within the above time frame, PZU Życie SA shall notify the complainant in writing, stating the reason for the delay and setting a new time limit for the investigation.

11. The policyholder, insured, beneficiary and another person entitled to claim a benefit under the insurance contract who is a consumer can approach a municipal or county consumer ombudsman for assistance.

12. PZU Życie SA is subject to supervision by the Polish Financial Supervision Authority (KNF).

13. Reports on the solvency and financial condition of the insurer are available at www.pzu.pl in the investor relations section.

§ 41

1. These general terms and conditions of insurance were approved by resolution No. UZ/282/2016 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA dated 24 November 2016.

2. These general terms and conditions shall enter into force on 1 January 2017.